

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

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**A. ROLL CALL**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

**C. ANNOUNCEMENTS**

**D. APPROVAL OF MINUTES**

1. Minutes of the Work Session held on October 17, 2024
2. Minutes of the Voting Session held on October 17, 2024

**E. APPROVAL OF AGENDA**

**F. PUBLIC COMMENT**

**G. ALCOHOL LICENSE**

1. New Alcohol License (*Retail Consumption on Premises of Beer and Wine*) – Brooklyn Joe’s Pizza Three LLC dba Brooklyn Joe’s Pizza Pasta & Grill, 219 Crossroads Boulevard, Suite 100, Dawsonville, GA 30534.

**H. PUBLIC HEARINGS**

1. Recommendations to Chapter 22 Fire Code (*1st of 1 hearing*)
2. Proposed Acquisition of Approximately 2.11 Acres of Real Property (TPN 093-040-001) Through a Multi-Year Installment Purchase Agreement as Required in Accordance with O.C.G.A. § 36-60-13(a) and (g) (*1st of 1 hearing*)
3. FY 2025 Proposed Budget (*2nd of 3 hearings; 1st hearing was held at the 4 p.m. November 7, 2024, Work Session and the 3rd hearing will be held on November 21, 2024*)

**I. NEW BUSINESS**

1. Consideration of Second Georgia Public Library Services Major Repair and Renovation Grant
2. Consideration of Memorandum of Agreement with the Georgia Department of Transportation to Install Lighting on State Route 9 at the Middle School
3. Consideration of FY 2025 Legacy Link Contract
4. Consideration of Purchasing Policy Ordinance Exception Request Concerning Government Center Air Duct Cleaning

**J. PUBLIC COMMENT**

**K. 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 – THURSDAY, OCTOBER 17, 2024  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
4:00 PM**

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

**NEW BUSINESS**

1. Presentation of Second Georgia Public Library Services Major Repair and Renovation Grant- Chestatee Regional Library System Director Leslie Clark  
*This item will be placed on the November 7, 2024, Voting Session Agenda.*
2. Presentation of Memorandum of Agreement with the Georgia Department of Transportation to Install Lighting on State Route 9 at the Middle School- Public Works Director Robert Drewry  
*This item will be placed on the November 7, 2024, Voting Session Agenda.*
3. Presentation of FY 2025 Legacy Link Contract- Senior Services Director Dawn Johnson  
*This item will be placed on the November 7, 2024, Voting Session Agenda.*
4. Presentation of Purchasing Policy Ordinance Exception Request Concerning Government Center Air Duct Cleaning- Facilities Director James Tolbert / Purchasing Manager Melissa Hawk  
*This item, presented by Purchasing Manager Melissa Hawk in Facilities Director James Tolbert's absence, will be placed on the November 7, 2024, Voting Session Agenda.*
5. Presentation of FY 2025 Proposed Budget- Chairman Billy Thurmond  
*This item was for information only. Public hearings concerning the FY 2025 Proposed Budget will be held on November 7, 2024, and November 21, 2024.*
6. County Manager Report  
*This item was for information only.*
7. 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 – THURSDAY, OCTOBER 17, 2024  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
IMMEDIATELY FOLLOWING THE 4:00 PM WORK SESSION**

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

**OPENING PRESENTATION:**

*Proclamation Recognizing Facilities Director James Tolbert*

Chairman Thurmond read aloud a Proclamation Recognizing Retiring Facilities Director James Tolbert.

Motion passed 4-0 to approve a Proclamation Recognizing Facilities Director James Tolbert. Bruce/Stowers

**INVOCATION AND PLEDGE OF ALLEGIANCE:** Chairman Thurmond

**ANNOUNCEMENTS:**

None

**APPROVAL OF MINUTES:**

Motion passed 4-0 to approve the Minutes of the Work Session held on October 3, 2024. Bruce/Gaines

Motion passed 4-0 to approve the Minutes of the Voting Session held on October 3, 2024. Stowers/Bruce

**APPROVAL OF AGENDA:**

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

**PUBLIC COMMENT:**

None

**ALCOHOL LICENSE:**

*New Alcohol License (Retail Package Sale of Malt Beverages and Wine) – Om Sai Barrettsville LLC dba Barrettsville Food Store, 2237 Kelly Bridge Road, Dawsonville, GA 30534*

Dawson County Alcohol Administrator Kathryn Massey presented an alcohol license application for Barrettsville Food Store.

Motion passed 4-0 to approve a New Alcohol License (*Retail Package Sale of Malt Beverages and Wine*) – Om Sai Barrettsville LLC dba Barrettsville Food Store, 2237 Kelly Bridge Road, Dawsonville, GA 30534. Stowers/Bruce

**PUBLIC HEARINGS:**

Capital Improvements Element Update (1<sup>st</sup> of 1 hearing)

Planning & Development Director Sharon Farrell reviewed a Capital Improvements Element Update.

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to be heard on a Capital Improvements Element Update and, hearing none, closed the hearing.

Motion passed 4-0 to approve a Capital Improvements Element Update by way of a resolution. Gaines/Stowers

Abandonment of a Portion of Black's Mill Valley Road (1<sup>st</sup> of 1 hearing)

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to be heard on an Abandonment of a Portion of Black's Mill Valley Road and, hearing none, closed the hearing.

Motion passed 4-0 to approve a Resolution to Abandon a Portion of Black's Mill Valley Road. Stowers/Bruce

**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 the normal program, 10 minutes is given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

ZA 24-05 - Kurt Trump requests a Land Use Amendment to zone 3.13 acres of property zoned VCR (Vacation Cottage Residential) to CIR (Commercial Industrial Restricted). Issuing a Special Use Permit to operate an open storage business (boat storage) also is necessary. This property is located at 126 Oak Grove Road (Parcel ID L17-189). The property is located north of War Hill Park Road.

Planning & Development Director Sharon Farrell said the property is located in the Lanier character area, which is “basically homes built from the 1960s to current, different sizes and different price points. The Lanier character is just that: it’s Lake Lanier and not a commercial or industrial area. We found that the existing use and the classification was not appropriate, based on existing uses as well as the character area.” Farrell said the Planning Commission recommended denial of the application.

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.

None spoke in favor of the application.

The following spoke in opposition to the application:

- Jim Pearson, Dawsonville, Georgia
- Fred Wiedenmann, Dawsonville, Georgia

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 deny ZA 24-05. Gaines/Bruce

ZA 24-06 - Sean Courtney, on behalf of Chad Kimbral, requests a Land Use Amendment to zone 2.86 acres of property zoned RSR (Residential Sub-Rural) to a commercial designation (CRB, CCB or CHB) to operate an automotive repair and services business. This property is located east of Georgia Highway 9 near Jewel Slaton Road (Parcel ID 088-108-004).

Planning & Development Director Sharon Farrell said the property is located in a rural living character area, “which has very limited commercial uses but it does allow for the CRB zoning designation.” Farrell said the request is for CHB because of the proposed use. In my analysis I propose some creativity if the board so chose to move forward on it...” Farrell added, “It’s not consistent with the comp plan for CHB; however, it is for CRB – there’s just a limited list of uses, as it should be, in the CRB.”

Attorney Christopher Light of Lipscomb Johnson LLP, Cumming, Georgia, representing the applicant, said, “Mr. Kimbral [wishes to] own and operate a proposed 3,200-square-foot automotive repair shop.” He noted the property is near a Dollar General and Silver City Tire & Automotive. “We are open to creative possibilities,” said Light “I think Mr. Kimbral is anxious to get started with his business, so if there’s any way we can expedite creative opportunities we would appreciate it.” Light provided several options for the Board of Commissioners to consider.

Applicant Chad Kimbral briefly discussed the history of 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 table ZA 24-06 and initiate a county-initiated code change to the comprehensive plan. Stowers/Bruce

ZA 24-07 - Davis Engineering, on behalf of Will Wade, requests a Land Use Amendment to zone 1.47 acres of property zoned RSR (Residential Sub-Rural) to a commercial designation (CCB) to construct a medical office building. This property is located at 900 Highway 53, Georgia Highway 53 and Perimeter Road.

Planning & Development Director Sharon Farrell said, “This is a very consistent application. They are in a Commercial Crossroads designation now, so contiguous to the city. This is part of a bigger project coming into the city; however, this parcel was not annexed. The applicant proposes to build a medical office. We have started looking at those plans already.” Farrell said the Planning Commission recommended approval of the application.

Payton Anderson of Davis Engineering, representing the applicant, said the Planning Commission recommended approval with four stipulations and that “we were fine with those.”

Farrell read aloud the proposed stipulations.

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 24-07 with the following stipulations:

1. The widening of Perimeter Road will allow a full center left turn lane;
2. Provide sidewalks on both frontages;
3. Exterior building materials visible from the rights-of-way shall consist of a minimum of 70 percent per vertical wall plane of brick, natural or precast stone, stucco, prefinished colored architectural masonry with a rough-hewn texture, and glass. Accent wall materials do not exceed 30 percent per vertical wall plane. Accent building materials include, but are not limited to, stucco and thin brick. Smooth-faced or painted concrete masonry units, aluminum siding, vinyl siding and corrugated steel are prohibited. Metal coping and metal framing for windows and doors are acceptable; and
4. Building colors should emphasize earth tones.

Gaines/Stowers

**UNFINISHED BUSINESS:**

Consideration of Proposal to Increase Annual Paid Time Off (PTO) Payout (Tabled from October 3, 2024)

Human Resources Director Kristi Finley presented a revised proposal.

Motion passed 4-0 to approve a Proposal to Increase Annual Paid Time Off (PTO) Payout, which includes:

*APO (Annual PTO) buy back raises the amount from the current 40 hours PTO to:*

- Up to 120 for an 80-hour employee, provided that a minimum balance of 120 PTO hours must be left remaining in the Employee's PTO balance (PTO80);
- Up to 126 for an 84-hour employee, provided that a minimum balance of 126 PTO hours must be left remaining in the Employee's PTO balance (PTO84); and
- Up to 144 for a 96-hour employee, provided that a minimum balance of 144 PTO hours must be left remaining in the Employee's PTO balance (PTO96).

All employees who already have participated in the buy back in 2024 are allowed a one-time option of requesting an additional buy back up to the new limits before the end of 2024.

Section 14.3 Paid Time Off (PTO) of the Employee Handbook is to be revised to reflect the newly approved changes.

*Annual PTO Carryover: changes the maximum carryover amount from 480 hours for all employees to:*

- 480 hours for 80-hour employees;
- 504 hours for 84-hour employees; and
- 576 hours for 96-hour employees.

Section 14.3.5 Maximum Allowable PTO of the Employee Handbook is to be revised to reflect the newly approved changes.

Gaines/Bruce

**NEW BUSINESS:**

*Consideration to Move Forward to a Public Hearing Concerning Recommendations to Chapter 22 Fire Code Related to Fire Flows*

Motion passed 4-0 to Move Forward to a Public Hearing Concerning Recommendations to Chapter 22 Fire Code Related to Fire Flows. Bruce/Stowers

**PUBLIC COMMENT:**

None

**ADJOURNMENT:**

APPROVE:

ATTEST:

\_\_\_\_\_  
Billy Thurmond, Chairman

\_\_\_\_\_  
Kristen Cloud, County Clerk

DRAFT

**LIMITED LIABILITY COMPANY  
OPERATING AGREEMENT OF  
Brooklyn Joe's Pizza Three LLC**

This agreement is made effective on the 25th day of June, 2024 among the member(s) and the company.

**1. Formation.** A Limited liability company (LLC) of the above name has been formed under the laws of the State of Georgia by filing Articles of Organization (or similar organizing document) with the Secretary of State (or other appropriate office) on 06/25/2024. The purpose of the business shall be to carry on any activity which is lawful under the jurisdiction in which it operates. The LLC may operate under a fictitious name or names as long as the LLC is in compliance with applicable fictitious name registration laws. The term of the LLC shall be perpetual or until dissolved as provided by law or vote of the member(s) as provided in this agreement. Upon dissolution the remaining members shall have the power to continue the operation of the LLC as long as necessary and allowable under state law until the winding up of the affairs of the business has been completed.

**2. Members.** The name and address of each initial limited liability company member is:

James Bogh

**3. Contributions.** The capital contribution of each limited liability company member in exchange for the LLC ownership is:

Name	LLC Ownership	Capital Contribution
James Bogh	100%	\$ <u>\$250,000</u>
		\$ _____

**Note:** The capital contribution may be in the form of cash (or cash equivalents), labor or services (past or future), or property/equipment/assets other than cash. Regardless of the type of capital contribution, it should be expressed above in a dollar equivalent that is agreed upon by all limited liability company



members. Additionally, there may be accounting/tax ramifications for individuals contributing capital other than cash.

**4. Profit & Loss.** The profits and losses of the limited liability company shall be distributed amongst the members in proportion with the ownership of each member by default, but this may be changed at any time upon a unanimous vote of the members.

**5. Distributions.** The limited liability company shall have the power to make distributions to its members in such amounts and at such intervals as a majority of the members deem appropriate according to law.

**6. Management.** The limited liability company shall be managed by all LLC members. Any member may bind the LLC in all matters in the ordinary course of LLC business. In the event of a dispute between the members, final determination shall be made with a vote by the members, votes being proportioned according to capital contributions.

**7. Registered agent.** For the receipt of official legal and tax correspondence from the State of Georgia, the registered agent of the limited liability company (sometimes known as a resident agent, statutory agent, agent for the service of process, or delivery of service address) shall be maintained in accordance with the requirements of the State of Georgia.

**8. Assets.** The assets of the limited liability company shall be registered in the legal name of the LLC and not in the names of the individual members, unless approved by a majority vote of the members.

**9. Records and Accounting.** The limited liability company shall keep an accurate accounting of its affairs using any method of accounting allowed by law. All members shall have a right to inspect the records during normal business hours. The members shall have the power to hire such accountants as they deem necessary or desirable.

**10. Banking.** The members of the limited liability company shall be authorized to set up bank accounts as in their sole discretion are deemed necessary and are authorized to execute any banking resolutions provided by the institution in which the accounts are being set up, or by adopting their own resolution.

**11. Taxes.** The limited liability company shall file such tax returns as required by law. The LLC shall elect to be taxed as a majority of the members decide is in their best interests.

**12. Separate Entity.** The limited liability company is a legal entity separate from its members. No member shall have any separate liability for any debts, obligations, or liability of the LLC except as provided in this agreement.

**13. Indemnity and Exculpation.** The limited liability company shall indemnify and hold harmless its members, managers, employees, officers, and agents to the fullest extent allowed by law for acts or omissions done as part of their duties to or for the LLC. Indemnification shall include all liabilities, expenses, attorney and accountant fees, and other costs reasonably expended. No member shall be liable to the LLC for acts done in good faith.

**14. Meetings.** The members shall have no obligation to hold annual or any other meeting but may hold such meetings if they deem them necessary or desirable.

**15. Amendment of this Agreement.** This agreement may not be amended except in writing signed by all of the members.

**16. Conflict of Interest.** No member shall be involved with any business or undertaking which competes with the interests of the limited liability company except upon agreement in writing by all of the members.

**17. Deadlock.** In the event that the members cannot come to an agreement on any matter the members agree to submit the issue to mediation to be paid for by the limited liability company. In the event the mediation is unsuccessful, they agree to seek arbitration under the rules of the American Arbitration Association.

**18. Dissociation of a Member.** A member shall have the right to discontinue membership upon giving thirty days' notice. A member shall cease to have the right to membership upon death, court-ordered incapacity, bankruptcy, or expulsion. The limited liability company shall have the right to buy the interest of any dissociated member at fair market value.

**19. Dissolution.** The limited liability company shall dissolve upon the unanimous consent of all the members or upon any event requiring dissolution under state law. In the event of death, bankruptcy, permanent incapacity or withdrawal of a member the remaining members may elect to dissolve or to continue the operation of the LLC.

**20. General Provisions.** This agreement is intended to represent the entire agreement between the parties. In the event that any party of this agreement is held to be contrary to law or unenforceable, said party shall be considered amended to comply with the law and such holding shall not affect the enforceability of other terms of this agreement. This agreement shall be binding upon the heirs, successors, and assigns of the members.

IN WITNESS whereof, the members of the limited liability company sign this agreement and adopt it as their operating agreement this 25th day of June, 2024.



James Bogh,  
Member

\_\_\_\_\_  
, Member

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is by and between Brooklyn Joes's One Inc., a Georgia corporation with an address of 14612 Timber Point Milton, Georgia 30004, Brooklyn Joe's Two, Inc., a Georgia corporation with an address of 14612 Timber Point Milton, Georgia 30004 and Brooklyn Joe's Dawsonville, Inc., a Georgia corporation with an address of 14612 Timber Point Milton, Georgia 30004 (hereinafter collectively "Seller") and Jim R. Bogh, an individual resident of Georgia residing at 3527 Shoreland Dr. Buford, GA 30518 or his assignees (hereinafter "Purchaser").

### WITNESSETH:

**WHEREAS**, the Seller are businesses which operates Italian restaurants and pizzerias located at 219 Crossroads Blvd., Dawsonville, GA 30534, 13065 Highway 9 Milton, Georgia 30534, and 2060 Cumming Highway, Canton, GA 30114 (collectively the "Business"); and

**WHEREAS**, Purchaser desire to purchase the certain assets (as hereinafter defined) from the Seller and the Seller desires to sell the assets to the Purchaser, under the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual representations, covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Purchase and Sale of Assets**. Subject to the terms and conditions contained in this Agreement, the Seller agrees to sell, convey, transfer, assign and deliver to the Purchaser, and the Purchaser agrees to purchase, acquire and accept, the assets of Seller namely:
  - 1.1 All equipment, fixtures and furniture currently located at 219 Crossroads Blvd., Dawsonville, GA 30534, 13065 Highway 9 Milton, Georgia 30534, and 2060 Cumming, Highway Canton, GA 30534, all customer and vendor lists and identifying information, all social media accounts and accompanying login information, business software and corresponding passwords, website, business phone and facsimile numbers, decor, intellectual property associated with the business including but not limited to the business name "Brooklyn Joe's", all trade names whether registered or otherwise, logos, branding, all other assets related to the operation of the Business, and the good will of Seller and the personal good will of Brian Miller (collectively, the "Assets").
  - 1.2 The Assets specifically do not include the cash on hand and in the Seller's bank accounts and corporate organizational documents (the "Excluded Assets").
  - 1.3 The parties shall prorate the rent and utilities as of the date of closing on the Closing Statement. If the utility invoices are not available at the time of closing the parties agree to prorate amongst themselves after closing.

1.4 The day before closing, the parties shall agree on the inventory to be transferred and the purchase price of said inventory shall be added to the closing statement.

2. **Purchase Price.** The Purchase Price to be paid by the Purchaser for the Business shall be the sum of TWO MILLION FOUR HUNDRED THOUSAND DOLLARS AND NO/100 DOLLARS (\$2,400,000.00) to be paid at the time of closing. Said purchase price is to be allocated on the Closing Statement as follows:

- 2.1. Brooklyn Joe's One, Inc., \$600,000.00
- 2.2. Brooklyn Joe's Two, Inc., \$900, 000.00
- 2.3. Brooklyn Joe's Dawsonville, Inc., \$900,000.00

3. **Assumption of Liabilities.** Purchaser is explicitly not assuming any liabilities of Seller. Seller shall be entitled to all accounts receivable accrued up to the date of closing and shall be responsible for the accounts payable and any other liabilities accrued up to the date of closing. Seller represents that it will have paid all known liabilities as of the date of closing.

4. **Taxes.** The Seller shall be liable for all taxes arising from the operation and ownership of the Business up to and including the day of closing the business, including without limitation, sales taxes, payroll taxes, ad valorem taxes and other taxes. The Seller shall file such tax returns and reports as are legally required.

5. **Representations, Warranties and Covenants of the Seller.** The Seller represents, warrants and covenants with the Purchaser, with the knowledge and intention that these representations, warranties, and covenants will be relied upon by the Purchaser, as follows:

5.1. The Seller is the owner of the Assets to be sold hereunder, has good and marketable title to the Assets and can transfer such title to the Purchaser free and clear of all encumbrances. Neither the Seller nor any agent of the Seller has contracted for or incurred any obligation that could create a security interest in any of the Assets, subject to any exceptions that may be set forth herein.

5.2. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia and has all requisite corporate power and authority to carry on its business as now conducted, and to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby will have been, duly authorized by all necessary action on the part of the Seller. This Agreement has been duly executed and delivered by the Seller and constitutes the valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms.

5.3. There is not any liability for unpaid federal, state or local income, sales, use, excise, payroll or other taxes of any kind arising out of, or attributable to, or affecting the Business or any of the Assets, for which the Purchaser will have any liability for payment or otherwise. There does not exist (and will not exist by virtue of the consummation of the transactions contemplated by this Agreement) any liability for taxes which may be asserted by any taxing authority against the Assets, and no lien or other encumbrance for taxes has attached or will attach to the Assets.

5.4. None of the Assets are leased except as previously disclosed to the Purchaser.

5.5. All licenses required for the present operation of the Business are current, valid and paid as required by law, and the Seller is substantially in compliance with all applicable governmental statutes, rules, codes, ordinances and regulations applicable to the Business, specifically including but not limited to, all applicable fire and business codes.

6. **Representations, Warranties and Covenants of the Purchaser.** The Purchaser represents, warrants and covenants with the Seller, with the knowledge and intention that these representations, warranties and covenants will be relied upon by the Seller, as follows:

6.1. The Purchaser has all requisite power and authority to carry on its business as now conducted, and to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Purchaser and constitutes the valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.

6.2. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, by the Purchaser does not conflict with or result in any violation, or constitute a default under any agreement or instrument, permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Purchaser or any of its properties or assets. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental entity is required by or with respect to the Purchaser in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

6.3. There are no judgments, bankruptcies, executions, liens, encumbrances of any kind, pending against the Purchaser.

6.4. The Purchaser has voluntarily agreed to purchase the Assets and the Business, and has conducted an independent investigation in connection with such purchase. The Purchaser has read and understands the terms of this Agreement.

7. **Indemnification by the Purchaser.** The Purchaser agrees to save and hold harmless, defend and indemnify the Seller and Seller's heirs, legal representatives and assigns, both corporately and personally, from and against any and all losses, damages, liabilities,

judgments, costs and expenses suffered by the Seller, which are based upon, arise out of, or in any way relate to the use of the Assets by the Purchaser, including specifically Assignee's leasehold obligations of the premises including but not limited to payment of rent and CAM referenced below in Exhibit 13(a) and any payments associated therewith, or a breach of the Purchaser's representations and warranties. Such indemnification shall include, without limitation, costs and expenses, including attorney's fees, incurred by or on behalf of the Seller. The Seller shall provide the Purchaser with written notice of any alleged breach of any representation or warranty, or any claims hereunder, and the Purchaser shall have the right to defend, settle or contest such claim, at the Purchaser's discretion so long as the breach or claim does not unduly and adversely affect the Seller. The Purchaser shall have a reasonable time to resolve any claim.

8. **Indemnification by the Seller.** The Seller agrees to save and hold harmless, defend and indemnify the Purchaser and Purchaser's heirs, legal representatives and assigns, from and against any and all losses, damages, liabilities, judgments, costs and expenses suffered by the Purchaser which are based upon Seller's operation and use of the Assets. The Purchaser shall provide the Seller with written notice of any alleged breach of any representation or warranty, or any claims hereunder, and the Seller shall have the right to defend, settle or contest such claim, at the Seller's discretion so long as the breach or claim does not unduly and adversely affect the Purchaser. The Seller shall have a reasonable time to resolve any claim.
9. **Bulk Transfer.** While not acknowledging the applicability to this transaction of the bulk transfer provisions of the Georgia Bulk Sales Act, O.C.G.A. § 11-6-101, et seq., the parties agree as follows:
  - 9.1. The Purchaser hereby waives performance of the Seller's duties under the provisions of the Georgia Bulk Sales Act as it may apply to this transaction.
  - 9.2. The Seller, in consideration of the Purchaser's waiver of the provisions of the Georgia Bulk Sales Act, if applicable, hereby indemnifies and holds harmless the Purchaser from any and all liabilities, costs and expenses that the Purchaser may incur from the Purchaser's waiver with respect to the Assets and the Business.
10. **Condition of Assets.** The parties acknowledge and agree that all of the Assets used in the Business are transferred in current condition. The Purchaser acknowledges that the Purchaser has made such an inspection satisfactory to the Purchaser and is satisfied with the condition of the Assets.
11. **Closing Costs and Attorney's Fees** Buyers and Sellers shall each pay their respective attorney's fees and expenses associated with this transaction.
12. **Closing Date and Location.** This closing shall take place on or before November 4, 2024, at the offices of \_\_\_\_\_ or otherwise the exchange of executed documentation via FedEx or other carrier on or before the date of closing. Buyer has the right to extend closing by an additional thirty (30) days.

13. **Additional Matters.**

- a. **Lease Assignment:** The parties agree that they shall work to together to assign the current leases for the premises by executing Lease Assignments as the landlord may require.
- b. **Execution of Further Documents.** After the Closing, at the request of Purchaser or Company, Seller will execute and deliver such other instruments of conveyance and transfer and take such other action as may reasonably be required to more effectively carry out the terms and conditions hereof. Seller's obligations under this Paragraph 13(c) shall expire October 31, 2025.

14. **Legal, Financial, Tax Advisors.** By the execution of this Agreement, the Purchaser and the Seller expressly represent and warrant that prior to the execution of this Agreement, they have each had an opportunity, to obtain independent legal, financial, tax or other counsel of their own choosing to review this Agreement and advise them and to protect their respective interests, or have knowingly and voluntarily waived such opportunity.

15. **Notices.** For the purpose of any notice to the parties required under this Agreement, notices will be deemed effective when delivered personally or sent by certified mail to the following addresses, or to such other address as shall be given in writing by either party to the other:

If to Seller:

Brooklyn Joe's One, Inc., Brooklyn Joe's Two, Inc.,  
and Brooklyn Joe's Dawsonville, Inc.  
c/o Brian Miller

If to Purchaser:

Jim R. Bogh

16. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute but one Agreement.
17. **Entire Agreement; Survival of Terms.** This Agreement, including any attachments hereto, is the entire and complete agreement between the parties with respect to the transaction contemplated by this Agreement. Any agreements previously executed by the



parties, and any other oral or written agreements, representations or warranties made by any party, their agents, employees or assigns, are merged into this Agreement and are extinguished except as set forth in this Agreement. The parties agree and affirm that no representations, warranties or inducements have been relied upon by either party except as set forth in this Agreement. The terms and provisions set forth in this Agreement, including representations and warranties, shall survive the execution of this Agreement.

18. **Amendments; Binding Effect.** This Agreement shall not be modified, amended or changed in any respect except in writing duly signed by all of the parties. This Agreement shall inure to the benefit of and shall bind the heirs, successors, legal representatives and assigns of the parties.
19. **Severability.** If any term or provision of this Agreement, or the application thereof, is deemed invalid or unenforceable, then such term or provision shall be severable from this Agreement, leaving the remainder of this Agreement in full force and effect.
20. **Headings, Number and Gender.** The section and paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the context requires, the gender of all words used in this Agreement shall include the masculine, feminine and neuter, and the number of all words used in this Agreement shall include the singular and the plural. All abbreviations and abbreviated company names are understood between the parties and there is no confusion as to their meanings or identities.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
22. **Enforcement of Agreement.** In the event that any party is required to enforce its rights under this Agreement, the injured party shall be entitled to recover from the defaulting party its costs and expenses, including but not limited to attorney's fees and court costs.

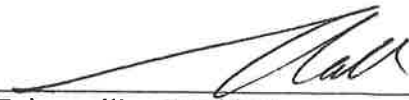
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[BEGIN AGREEMENT SIGNATURES]

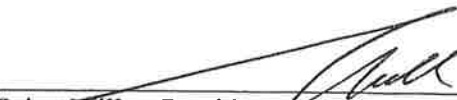
IN WITNESS WHEREOF, the parties have executed this Agreement on the 26<sup>th</sup> day of July, 2024.

SELLER


**BROOKLYN JOE'S ONE, INC.**

  
\_\_\_\_\_  
Brian Miller, President and Secretary

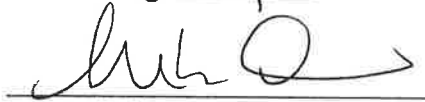
**BROOKLYN JOE'S TWO, INC.**

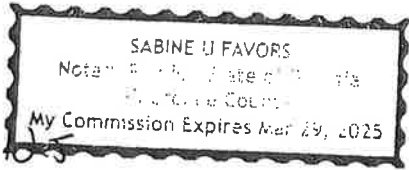
  
\_\_\_\_\_  
Brian Miller, President and Secretary

**BROOKLYN JOE'S DAWSONVILLE, INC.**

  
\_\_\_\_\_  
Brian Miller, President and Secretary

Sworn and subscribed to this  
26<sup>th</sup> day of July, 2024.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 3/29/25



[AGREEMENT SIGNATURES TO CONTINUE ON NEXT PAGE]

[AGREEMENT SIGNATURES CONTINUED FROM PREVIOUS PAGE]

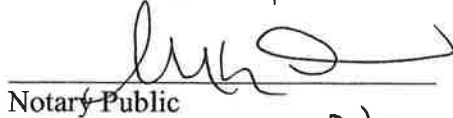
IN WITNESS WHEREOF, the parties have executed this Agreement on the 26<sup>th</sup> day of July, 2024.

**PURCHASER**

Jim R. Bogh

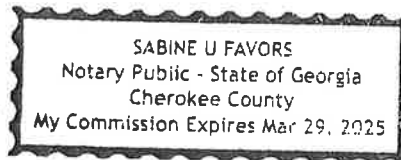


Sworn and subscribed to this  
26<sup>th</sup> day of July, 2024.



Notary Public

My Commission Expires: 3/29/25



[END AGREEMENT SIGNATURES]

## FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This First Amendment to Asset Purchase Agreement (“First Amendment”) is by and between Brooklyn Joes’s One Inc., a Georgia corporation with an address of 14612 Timber Point Milton, Georgia 30004, Brooklyn Joe’s Two, Inc., a Georgia corporation with an address of 14612 Timber Point Milton, Georgia 30004 and Brooklyn Joe’s Dawsonville, Inc., a Georgia corporation with an address of 14612 Timber Point Milton, Georgia 30004 (hereinafter collectively “Seller”) and Jim R. Bogh, an individual resident of Georgia residing at 3527 Shoreland Dr. Buford, GA 30518 or his assignees, and Brooklyn Joes’s Pizza One, LLC, a Georgia limited liability company with an address of 13065 Hwy 9 North Milton, Georgia 30004, Brooklyn Joe’s Pizza Two, LLC a Georgia limited liability company with an address of 2060 Cumming Hwy, Canton, Georgia 30115, and Brooklyn Joe’s Pizza Three, LLC, a Georgia limited liability company with an address of 219 Crossroads Blvd., Dawsonville, Georgia 30534 (collectively hereinafter “Purchaser”).

**WHEREAS**, Seller and Jim R. Bogh entered into that certain Asset Purchase Agreement dated July 26, 2024 (“Agreement”); and

**WHEREAS**, the parties desire to add the entities listed above as Purchaser to the Agreement; and

**WHEREAS**, the parties desire to add a provision limiting Seller’s right to engage in competitive activities after the closing;

**NOW THEREFORE**, in consideration of the mutual representations, covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Purchaser**. The parties acknowledge that Brooklyn Joes Pizza One, LLC, Brooklyn Joe’s Pizza Two, LLC, and Brooklyn Joe’s Pizza Three, LLC are added as parties to the Agreement with all the rights and obligations of Purchaser.
2. **Non-Competition**. Seller, and it’s principal Brian Miller (“Miller”), agree that for a period of three (3) years after closing, Seller and Miller will not, directly or indirectly, and in any capacity whatsoever, perform or solicit the performance of service which are similar to or competitive with services of the type performed or offered by Purchaser, defined as the a fast casual pizza or Italian restaurant within a twenty (20) mile radius of Purchaser’s locations of 13065 Hwy 9 North Milton, Georgia 30004, 2060 Cumming Hwy Canton, Georgia 30115, and 219 Crossroads Blvd., Dawsonville, Georgia 30534.

Further, it is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full force and effect other than as modified herein. Upon execution by all parties, this First Amendment shall be attached to and form a part of said Agreement.


**[AGREEMENT SIGNATURES TO BEGIN ON NEXT PAGE]**

[BEGIN AGREEMENT SIGNATURES]


IN WITNESS WHEREOF, the parties have executed this Agreement on the 18 day of September, 2024.

SELLER

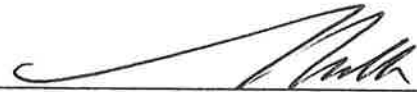
**BROOKLYN JOE'S ONE, INC.**

  
\_\_\_\_\_  
Brian Miller, President and Secretary

**BROOKLYN JOE'S TWO, INC.**

  
\_\_\_\_\_  
Brian Miller, President and Secretary

**BROOKLYN JOE'S DAWSONVILLE, INC.**

  
\_\_\_\_\_  
Brian Miller, President and Secretary

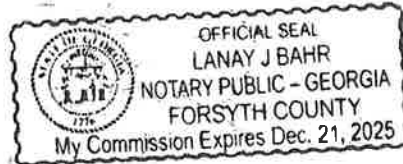
Sworn and subscribed to this

18 day of September, 2024.

  
\_\_\_\_\_

Notary Public

My Commission Expires: 12-21-25



[AGREEMENT SIGNATURES TO CONTINUE ON NEXT PAGE]

[AGREEMENT SIGNATURES CONTINUED FROM PREVIOUS PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the 18 day of September, 2024.

**PURCHASER**

\_\_\_\_\_  
Jim R. Bogh

**BROOKLYN JOE'S PIZZA ONE, LLC**

\_\_\_\_\_  
Jim R. Bogh, Member

**BROOKLYN JOE'S PIZZA TWO, LLC**

\_\_\_\_\_  
Jim R. Bogh, Member

**BROOKLYN JOE'S PIZZA THREE, LLC**

\_\_\_\_\_  
Jim R. Bogh, Member

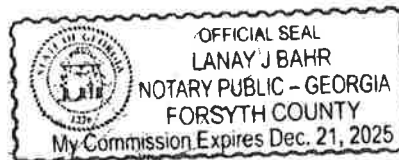
Sworn and subscribed to this

18 day of September, 2024.

\_\_\_\_\_  
Lanay J. Bahr

Notary Public

My Commission Expires: 12-21-25



[END AGREEMENT SIGNATURES]

## SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

This Second Amendment to Asset Purchase Agreement (“Second Amendment”) is by and between Brooklyn Joes’s One Inc., a Georgia corporation with an address of 14612 Timber Point Milton, Georgia 30004, Brooklyn Joe’s Two, Inc., a Georgia corporation with an address of 14612 Timber Point Milton, Georgia 30004 and Brooklyn Joe’s Dawsonville, Inc., a Georgia corporation with an address of 14612 Timber Point Milton, Georgia 30004 (hereinafter collectively “Seller”) and Jim R. Bogh, an individual resident of Georgia residing at 3527 Shoreland Dr. Buford, GA 30518 or his assignees, and Brooklyn Joes’s Pizza One, LLC, a Georgia limited liability company with an address of 13065 Hwy 9 North Milton, Georgia 30004, Brooklyn Joe’s Pizza Two, LLC a Georgia limited liability company with an address of 2060 Cumming Hwy, Canton, Georgia 30115, and Brooklyn Joe’s Pizza Three, LLC, a Georgia limited liability company with an address of 219 Crossroads Blvd., Dawsonville, Georgia 30534 (collectively hereinafter “Purchaser”).

**WHEREAS**, Seller and Jim R. Bogh entered into that certain Asset Purchase Agreement dated July 26, 2024 (“Agreement”); and

**WHEREAS**, entered into a First Amendment to Asset Purchase Agreement on September 17, 2024 adding additional parties as the Purchaser and adding a non-compete clause for the Seller the parties desire to add the entities listed above as Purchaser to the Agreement; and

**WHEREAS**, the parties desire to amend the purchase price of the Assets;

**NOW THEREFORE**, in consideration of the mutual representations, covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The purchase price is amended to TWO MILLION DOLLARS (\$) purchase price is to be allocated on the closing statement as follows:
  - a. Brooklyn Joe’s One, Inc. \$
  - b. Brooklyn Joe’s Two, Inc. \$
  - c. Brooklyn Joe’s Dawsonville, Inc. \$

Further, it is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full force and effect other than as modified herein. Upon execution by all parties, this Second Amendment shall be attached to and form a part of said Agreement.


**[AGREEMENT SIGNATURES TO BEGIN ON NEXT PAGE]**

[BEGIN AGREEMENT SIGNATURES]

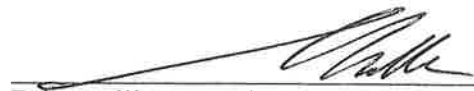
IN WITNESS WHEREOF, the parties have executed this Agreement on the 30<sup>th</sup> day of September, 2024.

SELLER


**BROOKLYN JOE'S ONE, INC.**

  
\_\_\_\_\_  
Brian Miller, President and Secretary

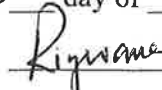
**BROOKLYN JOE'S TWO, INC.**

  
\_\_\_\_\_  
Brian Miller, President and Secretary

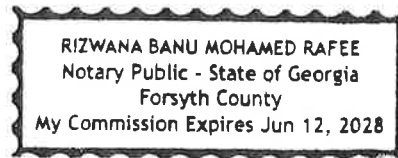
**BROOKLYN JOE'S DAWSONVILLE, INC.**

  
\_\_\_\_\_  
Brian Miller, President and Secretary

Sworn and subscribed to this  
30<sup>th</sup> day of September, 2024.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: June 12, 2028



[AGREEMENT SIGNATURES TO CONTINUE ON NEXT PAGE]



[AGREEMENT SIGNATURES CONTINUED FROM PREVIOUS PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the 1<sup>st</sup> day of October, 2024.

**PURCHASER**

  
\_\_\_\_\_  
Jim R. Bogh

**BROOKLYN JOE'S PIZZA ONE, LLC**

  
\_\_\_\_\_  
Jim R. Bogh, Member

**BROOKLYN JOE'S PIZZA TWO, LLC**

  
\_\_\_\_\_  
Jim R. Bogh, Member

**BROOKLYN JOE'S PIZZA THREE, LLC**

  
\_\_\_\_\_  
Jim R. Bogh, Member



Sworn and subscribed to this

1<sup>st</sup> day of October, 2024.

  
\_\_\_\_\_  
Marissa Metcalf

Notary Public

My Commission Expires: July 26, 2026

[END AGREEMENT SIGNATURES]

# GEORGIA

DRIVER'S LICENSE

DRIVER'S LICENSE

DL



USA  
GA

Commissioner *L. Russell*



Governor *R. M.*

4d DL NO. [REDACTED]

3 DOB [REDACTED]

5 CLASS **C**

4b EXP [REDACTED]

2 **JAMES RUSSELL**

1 **BOGH**

8 [REDACTED]

12 REST **A**

9a END **NONE**

4a ISS [REDACTED]

15 SEX **M**

13 EYES **BRO**

16 HGT **5'-11"**

17 WGT **185 LB**

S DD [REDACTED]

www.dhs.ga.gov



MEDICAL INFORMATION: NONE

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

ENDORSEMENTS: NONE

RESTRICTIONS: A-None



DOB

# STATE OF GEORGIA

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

## CERTIFICATE OF ORGANIZATION

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

**Brooklyn Joe's Pizza Three, LLC**  
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **06/25/2024** by the filing of articles of organization 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 **07/02/2024**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

**ARTICLES OF ORGANIZATION**

**\*Electronically Filed\***  
Secretary of State  
Filing Date: 6/25/2024 2:25:58 PM

**BUSINESS INFORMATION**

**CONTROL NUMBER** 24127074  
**BUSINESS NAME** Brooklyn Joe's Pizza Three, LLC  
**BUSINESS TYPE** Domestic Limited Liability Company  
**EFFECTIVE DATE** 06/25/2024

**PRINCIPAL OFFICE ADDRESS**

**ADDRESS** 219 Crossroads Blvd., Dawsonville, GA, 30534, USA

**REGISTERED AGENT**

<b>NAME</b>	<b>ADDRESS</b>	<b>COUNTY</b>
James Bogh		

**ORGANIZER(S)**

<b>NAME</b>	<b>TITLE</b>	<b>ADDRESS</b>
James Bogh	ORGANIZER	

**OPTIONAL PROVISIONS**

N/A

**AUTHORIZER INFORMATION**

**AUTHORIZER SIGNATURE** James Bogh  
**AUTHORIZER TITLE** Member

Date of this notice: 07-08-2024

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 G

BROOKLYN JOES PIZZA THREE LLC  
JAMES BOGH SOLE MBR  
3527 SHORELAND DR  
BUFORD, GA 30518

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

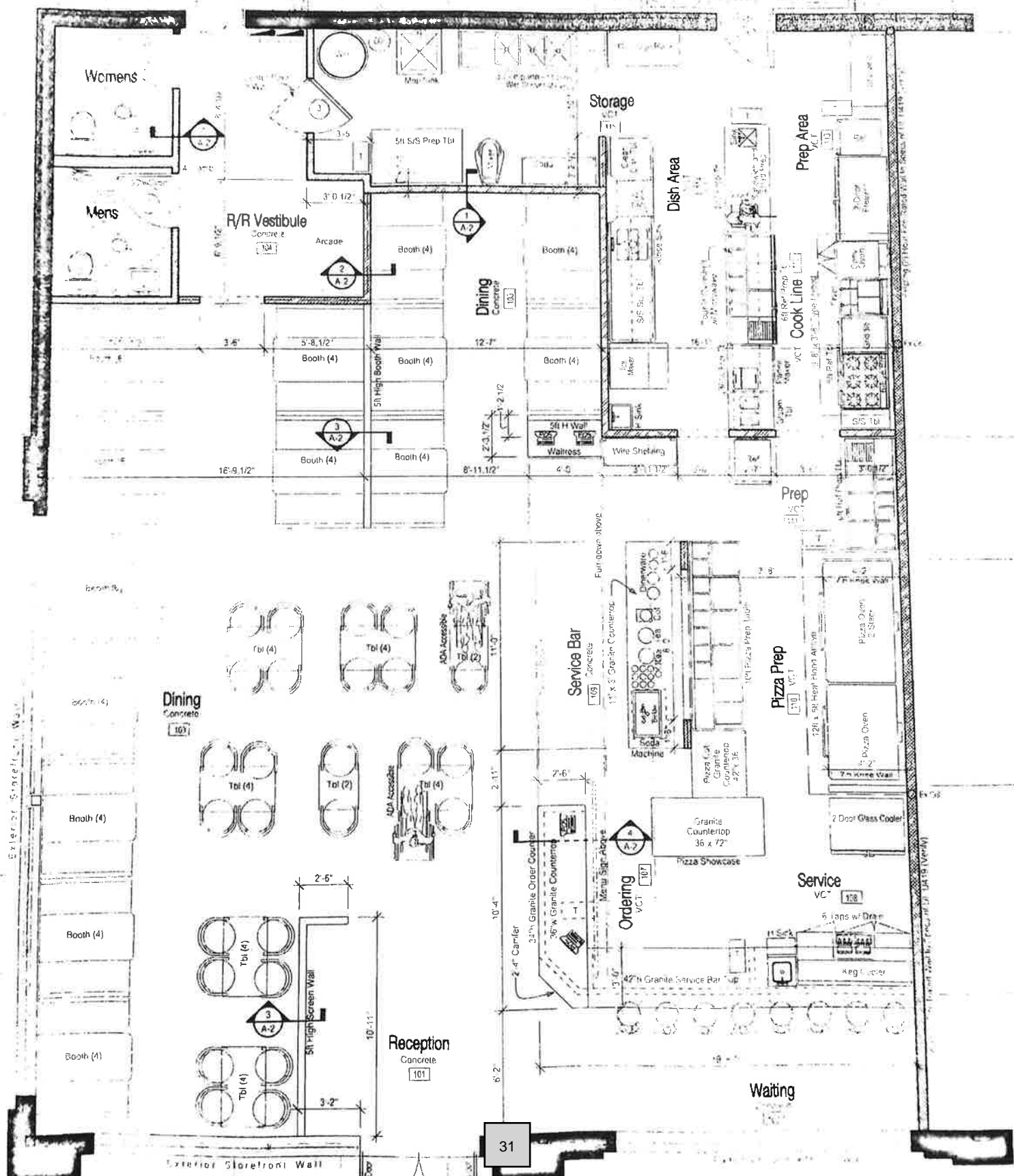
Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

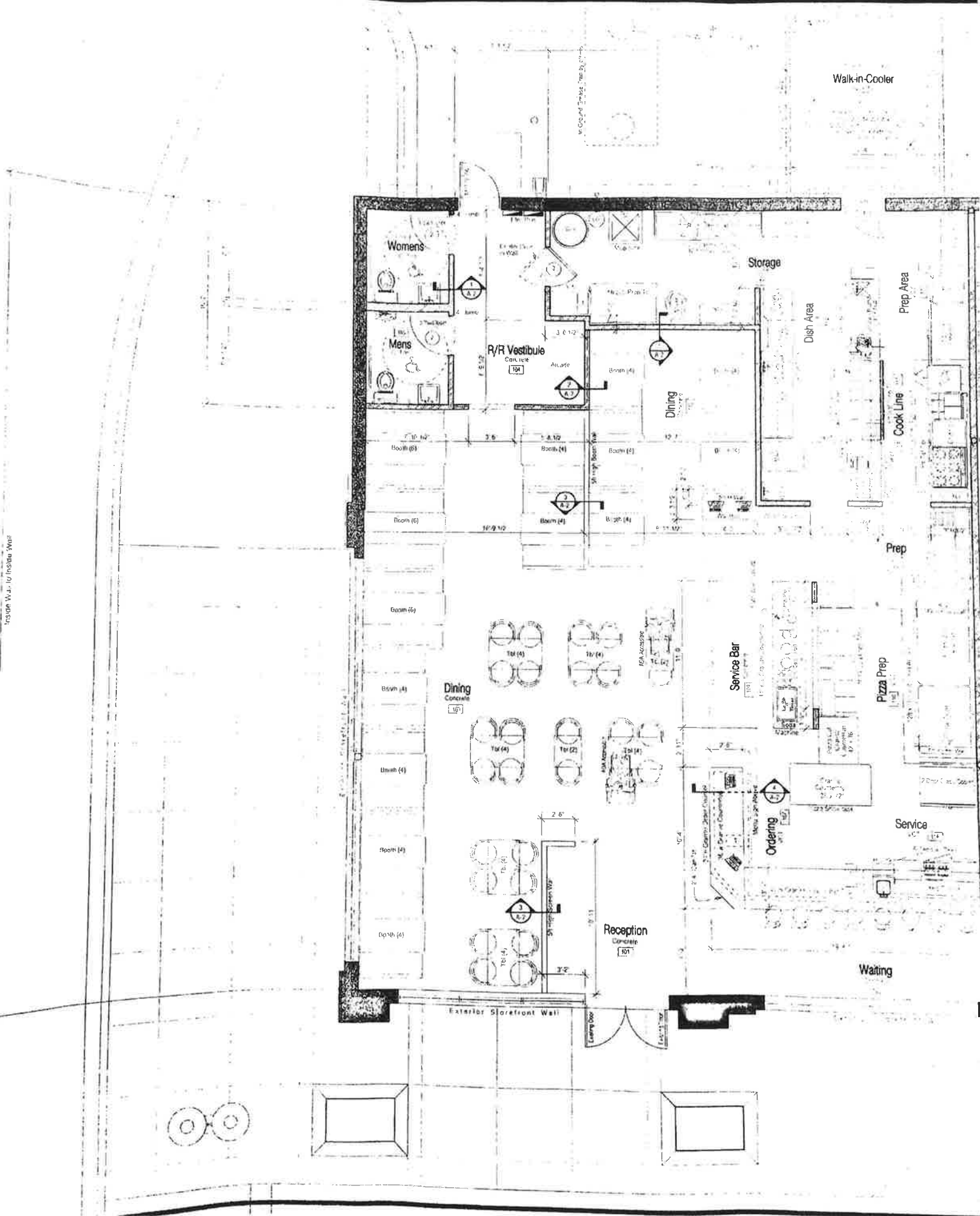
To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

Walk-in-Cooler



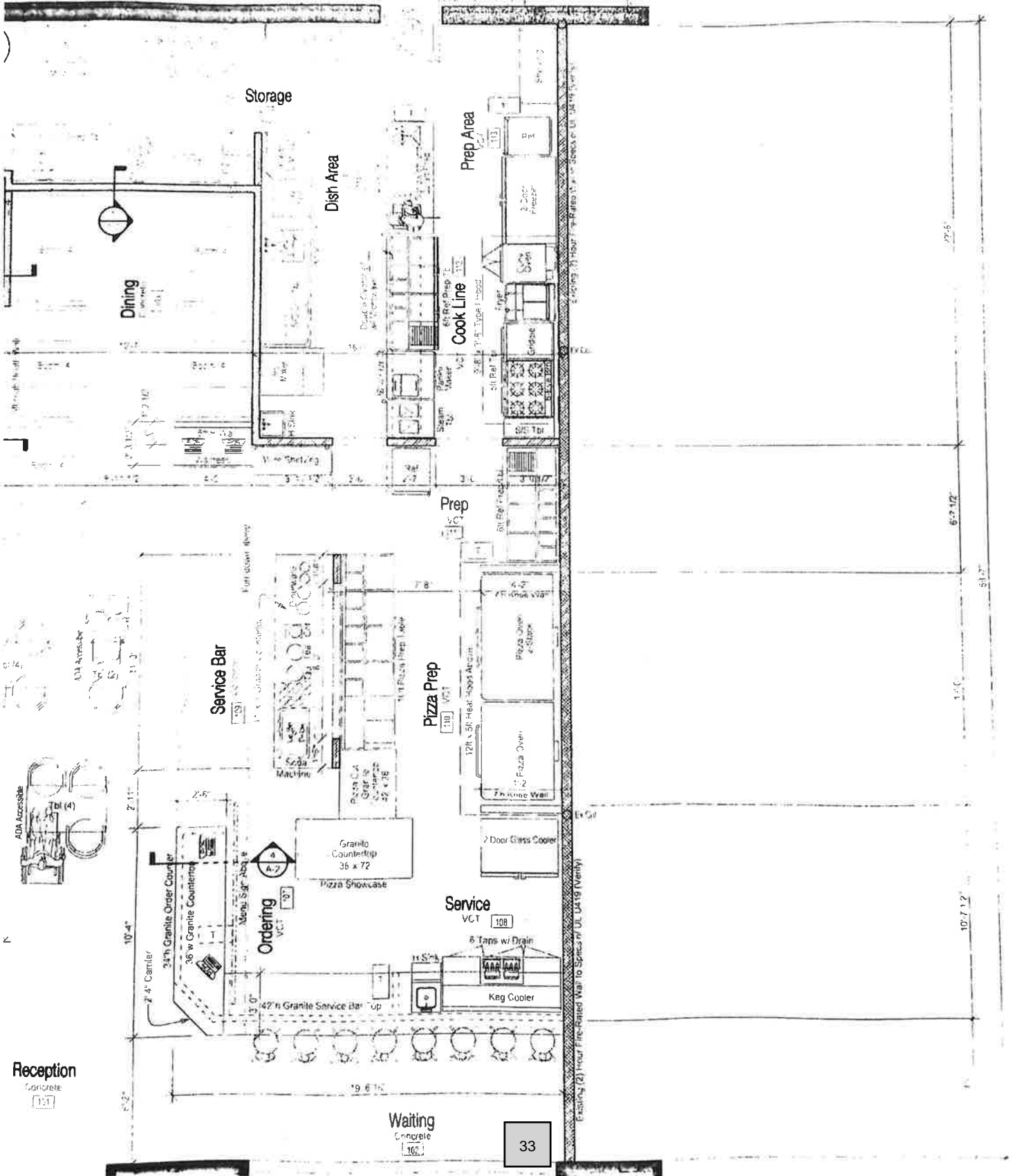
Inside Wall to Inside Wall

Walk-in-Cooler





Walk-in-Cooler



Reception  
Concrete  
101

Waiting  
Concrete  
100

33

27'-5"

6'-7 1/2"

51'-7"

17'-0"

10'-7 1/2"

Existing 2 Hour Fire-Rated Wall to Spaces of UL UA19 (Verify)  
Existing 2 Hour Fire-Rated Wall to Spaces of UL UA19 (Verify)



# Dawson County Marshals Office

## Alcohol Licensing

25 Justice Way, Suite 2227 | 706-344-3232 | Ext. 42258 |

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Dear Applicant:

Thank you for being part of the Dawson County business community. We welcome the opportunity to assist you in obtaining an Alcoholic Beverage License.

In order to streamline the application process, this letter outlines some of the requirements for this license and the necessary forms. The Dawson County Consolidated Alcohol Ordinance adopted and ordained by the Dawson County Board of Commissioners is the authority under which all license applications will be measured. The Dawson County Board of Commissioners will review and determine the approval for all applications for an Alcoholic Beverage License.

If you have questions during the application process, please call the Marshals Office at (706) 344-3232 extension 42258. You may call for assistance Monday through Friday between the hours of 8:00 a.m. and 2:30 p.m. **Once you have completed your application, you must call for an appointment to submit the application.**

**The following are included with this letter:**

1. Applicant Information and Check List (Form #1)
2. Application for Alcoholic Beverage License (Form #2)
3. Registered Agent Consent Form (Form #2-A) *[If Applicable]*
4. Premise and Structure Form (Form #3)
5. Certified Report of Survey (Form #3-A) for Alcoholic Beverage License
6. Statement of Personal History Form (Form #4)
7. Affidavit for Issuance of a Public Benefit (Form #4-A)
8. Private Employer Affidavit of Compliance (E-Verify, Form #4-B)
9. Private Employer Exemption Affidavit (E-Verify, Form #4-C)
10. Projected Purchases/Projected Gross Sales (Form #5) *[If Applicable]*
11. Criminal History Check
12. Excise Tax Reporting Form (Form #6/Form #6-A) *[If Applicable]*

---

### **IMPORTANT REMINDERS:**

#### **Applicant:**

- Must be at least 21 years of age.
- Must be a citizen of the United States, a legal permanent resident of the United States, or a qualified alien or non-immigrant under the Federal Immigration and Nationality Act.

### Background Check:

All applicants must submit fingerprinting for investigation by the Georgia Bureau of Investigation and the Federal Bureau of Investigation to search for any instance of criminal activity during the two (2) years immediately preceding the date of the application.

### Application & Related Forms:

- The applicant must submit all forms with **ORIGINAL** signatures on each and notarized where required. Be sure to retain a copy of all application paperwork before submittal.

### Fees:

- All fees are payable to Dawson County and only with **CERTIFIED FUNDS**. No personal or business checks will be accepted.
- If your application is denied, your license fee will be refunded. However, the Administrative/Investigative Fee will not be refunded.
- An advertising fee is required for all new licenses.

### Licenses / Permits / Inspections:

Contact Planning and Development at (706) 344-3500 for these requirements. To finalize alcohol license applications, you must provide copies of the following:

- Fire Department Inspection
- Certificate of Occupancy
- Health Department Inspection & Permit (*applicable to food establishments*)
- Department of Agriculture Food Sales Establishment License (*Grocery and Convenience Stores only*)
- Dawson County Business License
- State of Georgia Alcoholic Beverage License (*after County license is issued*)

### Excise Tax and Food Sales Reporting:

- **Applies to Distilled Spirits Consumed on the Premises.** Upon issuance of your Alcoholic Beverage License, you are required to submit monthly excise tax reports and payments. Failure to do so could result in penalties and possible revocation of your license. All licensees must submit monthly food sales reports.
- **For Consumption on Premises Licenses, food sales must be at least 50% to alcohol sales.**

---

Thank you again for being part of the Dawson County business community. We trust that the application process for your Alcoholic Beverage License will be a pleasant, efficient, and timely experience. Please call us with any questions or concerns.

Sincerely,

Alcohol License Administration

Enclosures



# Dawson County Marshals Office

## Alcohol Licensing

25 Justice Way, Suite 2227 | 706-344-3232 | Ext. 42258 |

---

### Applicant Information & Check List

**\*\*IMPORTANT\*\*** After being licensed by Dawson County for an Alcoholic Beverage License, you must obtain a state alcohol license before any alcoholic beverage can be served or sold in Dawson County. **Contact the Georgia Department of Revenue at (404) 417-4490. \*\*\*Provide Copy of State License When Obtained\*\*\***

**Before a new license can be issued, you must contact the following departments for their requirements/inspections:**

- |  |                        |   |
|--|------------------------|---|
| 1. Planning & Development                                | (706) 344-3500 x 42335 | Provide copy of Business License        |
| 2. Fire Department                                       | (706) 344-3666 x 44501 | Provide copy of Inspection Report       |
| 3. Environmental Health Department                       | (706) 265-2930         | Provide copy of Inspection Report       |
| 4. Department of Agriculture ( <i>food stores only</i> ) | (770)535-5955          | Provide copy of Food Sales Est. License |

---

***\*\*If your business or proposed business is inside the city limits of Dawsonville, you must apply to the City of Dawsonville for an Alcoholic Beverage License. (706) 265-3256\*\****

---

**Please call for an appointment prior to submitting your application for an alcoholic beverage license: (706) 344-3232 extension 42258. The following information (where applicable) will be required when submitting your application:**

- **Application Form and all attachments (Form #2):**
  - Certified Check for license fees. (Payable to Dawson County)
  - Criminal History Request Form
  - Registered Agent Consent Form. (Form #3-A) [*Optional*]
  - For bona fide Private Clubs, attach minutes of annual meeting setting salaries for members, officers, agents or employees.
  - For Partnerships, attach Partnership Agreement.
  - For Corporations or LLC's, attach Articles of Incorporation or Organization.
  - For Corporations or LLC's, attach Certificate of Incorporation or Organization

- **Premise/Structure Form and all attachments. (Form #4)**

**\*\*Call Planning & Development at (706) 344-3500 x42255 for permits and business license requirements.\*\***

- If building is completed, attach copy of detailed floor plan. Also, attach copy of site plan.
- If building is proposed, attach copy of proposed plans and specifications and a building permit for the proposed building.
- Attach Certified Report of Survey (**Form #4-A**) from registered land surveyor or professional engineer.
- Attach certified scale drawing showing location and distance to closest church, school, daycare and alcohol treatment facility. (**See survey form for definitions.**)
- For bona fide eating establishments only, attach copy of menu(s).
- If applicant is a franchise, attach copy of the franchise agreement or contract.
- For grocery & convenience stores, attach Department of Agriculture Food Sales Establishment License.

- **Statement of Personal History Form (Form #5)** for sole owner, partners, officers, directors, members and major stockholders of corporations or LLC's and general manager.

- All individuals required to complete Personal History Form must be fingerprinted.** Applicant should submit fingerprints to Georgia Applicant Processing Service (GAPS). If the applicant wishes to submit fingerprinting in another state, they must submit to that state's Applicant Processing Center, using **Dawson County ORI: GA923216Z**
- Attach Affidavit for Issuance of a Public Benefit.
- Attach a Secure and Verifiable Document.
- Attach either a Private Employer Affidavit of Compliance or a Private Employer Exemption Affidavit.
- Attach copy of Permanent Resident Card and Alien Number (if applicable) for all individuals submitting a Personal History Form.
- Attach copy of current Driver's License or State Identification Card for all individuals submitting a Personal History Form.
- Attach photograph on last page of Personal History Form.

- **Projected Purchases / Projected Gross Sales (Form #6)** [*Consumption on premises-distilled spirits only*]

- **Excise Tax Reporting Form (Form #7)** (*to be submitted monthly*) [*Consumption on premises-distilled spirits only*]



# Dawson County Marshals Office

## Alcohol Licensing

25 Justice Way, Suite 2227 | 706-344-3232 | Ext. 42258 |

### 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  \$300.00 (Consumption on Premises)

Administrative and Investigative Fee  \$300.00 (Retail Package)

Administrative and Investigative Fee  \$300.00 (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:  \$50.00 (Distilled Spirits)  
(Consumption on Premises & Retail Package)

## Application for Alcoholic Beverage License

**3. Type of Business:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Eating Establishment | <input type="checkbox"/> Super Market                      |
| <input type="checkbox"/> Convenience Store               | <input type="checkbox"/> Hotel/Motel                       |
| <input type="checkbox"/> Private Club                    | <input type="checkbox"/> Other<br>Please explain:<br>_____ |

Will live entertainment be offered? No If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Type of License and Fees:**  
(Check all that apply)

**\*\*Payment by certified funds only. If license is issued after July 1<sup>st</sup>, fees are one half. \*\***

- a) **Retail Package: (Total: Beer – Wine – Distilled Spirits = \$5,800)**  
**(Total: Beer – Wine = \$1,500)**

- |                                       |                                       |  |
|---------------------------------------|---------------------------------------|--|
| <input type="checkbox"/> Beer \$1,000 | <input type="checkbox"/> Wine \$1,000 | <input type="checkbox"/> Distilled Spirits \$4,500 |
|---------------------------------------|---------------------------------------|--|

*Grocery & Convenience Stores: Attach copy of Department of Agriculture food establishment license.*

- b) **Retail Consumption on Premises: (Total: Beer – Wine – Distilled Spirits = \$4,800)**  
**(Total: Beer – Wine = \$1,500)**

- |   |  |
|---|--|
| <input type="checkbox"/> Distilled Spirits<br>\$3,300 | <input type="checkbox"/> Additional Fixed Bars # _____ \$500.00 (each bar) |
| <input checked="" type="checkbox"/> Beer<br>\$1,000   | <input type="checkbox"/> Movable Bars # _____ \$200.00 (each bar)          |
| <input checked="" type="checkbox"/> Wine<br>\$1,000   | <input type="checkbox"/> Wine, Farm Winery, Tasting Room<br>\$500          |
| <input type="checkbox"/> Brewpub<br>\$300             | <input type="checkbox"/> Alcohol Beverage Catering<br>\$300                |

- c) **Hotel In-Room Service: (Must obtain a Retail Consumption on Premise license before Hotel In-Room Service license is issued.)**

- Beer & Wine \$100





## Application for Alcoholic Beverage License

**8. Type of Ownership:**

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

**9. For Partnership Only:**

- a) Date the Partnership was formed: \_\_\_\_\_
- b) Attach Partnership Agreement
- c) List Partners: *(Attach separate sheet if necessary)*

<i>Name &amp; Resident Address</i>	<i>Social Security Number</i>	<i>G- General L- Limited S- Silent</i>	<i>Investment Participation \$</i>	<i>Interest %</i>

**10. For Corporation of LLC Only: *(Attach Articles & Certificate of Incorporation/ Organization)***

- a) Date of Incorporation/ Organization: June 25th, 2024
- b) Place of Incorporation/ Organization: Dawsonville, Ga
- c) State Parent Corporation, if applicable: \_\_\_\_\_
- d) Number of Shares of Capital Stock, if applicable: \_\_\_\_\_
- e) Number of Shares of Outstanding Stock, if applicable: \_\_\_\_\_

**Application for Alcoholic Beverage License**

f) For Corporations of LLC's, list officers, directors, members, and/or principal shareholders with **20% or more** of the stock:

<i>Name</i>	<i>Social Security Number</i>	<i>Position</i>	<i>Interest %</i>
James Bogh		Owner	100%

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.

<i>Name</i>	<i>Social Security Number</i>	<i>Position</i>

## Application for Alcoholic Beverage License

### 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, please identify the lender below:

<i>Name of Lender</i>	<i>Date</i>	<i>Amount</i>

### 13. General Information:

- a) Does Owner and/or individual Partner, Shareholder, Director, Officer or Member have 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) On the following page, show hereunder any and all persons, corporations, partnerships, limited liability companies or associations (other than persons stated herein as Owner(s), Director(s), Officer(s) or Member(s)) 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.

**Application for Alcoholic Beverage License**

None

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- 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. \_\_\_\_\_

Brooklyn Joe's Pizza One, LLC  
Brooklyn Joe's Pizza Two, LLC

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**14. List wholesalers from which the business will procure alcohol:**

- a) In accordance with the Georgia state law, **Rule 560-2-3-. 08 Retailer Purchase from Licensed Wholesaler**, businesses in Georgia must purchase alcoholic beverages from licensed wholesalers. *(To ensure compliance, there will be an opportunity each month on the Dawson County Excise Tax Reporting Form, to identify new wholesalers from which the business purchases alcohol.)*

<i>Wholesaler's Name</i>	<i>Phone Number</i>
United Distibutors	678-305-2000
Leon Farmer	770-534-1200
Savannah Distributing Co.	678-296-6912
Northeast Sales Dist., Inc.	678-963-7700
Modern Hops	404-372-7230

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



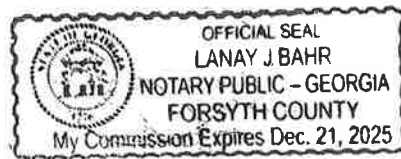
\_\_\_\_\_  
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT \_\_\_\_\_ 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 2nd DAY OF October, 2024.



\_\_\_\_\_  
NOTARY PUBLIC



**Application for Alcoholic Beverage License**

**FOR OFFICIAL USE ONLY:**

**MARSHALS OFFICE REVIEW:**

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

Applicant has obtained all necessary Permits and Licenses.  
(Building Permit / Business License)

\_\_\_\_\_  
Dawson County Alcohol Administrator

\_\_\_\_\_  
Dawson County Marshal



# Dawson County Marshals Office

## Alcohol Licensing

25 Justice Way, Suite 2227 | 706-344-3232 | Ext. 42258 |

### 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:** Brooklyn Joe's Pizza, Pasta, and Grill

Location: 219 Crossroads Blvd., Suite 100  
Street Number Street Name

<u>Dawsonville</u>	<u>GA</u>	<u>30534</u>	<u>678-656-9898</u>
<small>City</small>	<small>State</small>	<small>Zip Code</small>	<small>Phone Number</small>
<u>n/a</u>		<u>114 031 001</u>	
<small>Land Lot</small>		<small>Map and Parcel Number</small>	

**3. Is this location within a commercial zoning district?** Yes yes \_\_\_\_\_ no  
*(Proof of zoning is required from Planning and Development)*

a) 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. Building Lighting:

- 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
- c) 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: 2800
- b) Number of square feet devoted to dining area: 1400
- c) Seating capacity excluding bar area: 94
- d) Do you have a full-service kitchen? Yes
- e) Does the full-service kitchen contain a three (3) compartment sink? Yes
- f) Is the stove and/or grill permanently installed and approved by the health and fire departments? Yes
- g) If the answer to any of the immediate foregoing is no, please explain: \_\_\_\_\_
- \_\_\_\_\_
- h) Hours prepared meals or foods are served: 11am - 10pm Mon - Sun
- i) Hours that alcoholic beverages are served or sold: 11am - 10pm Mon - Sat, 1230pm - 10pm Sun
- j) Hours of operation: 11am - 10pm Mon - Sun
- k) Maximum number of employees on highest shift: 20
- l) Number of parking spaces: 70
- m) Number of parking spaces devoted to handicapped persons: 2

## 7. Package Liquor Stores:

- a) 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."
- b) 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.

## 8. For Hotel/Motel Only:

- a) Number of rooms available for hire to general public: \_\_\_\_\_



# Premise and Structure Form

- 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: \_\_\_\_\_

**9. For All Applications:**

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 #4-A*)

**10.** Attach applicant's certification that the location complies with the distance requirement from church, school, daycare facility or alcohol treatment center. (*See Survey Form #4-A*)

**11.** Attach evidence of ownership (*deed, lease, sales agreement, letter of intent*).

**12.** If the applicant is a franchise, attach a copy of the franchise agreement or contract.

**13.** If the applicant is an eating establishment, attach a copy of the menu(s).

**14. Building Plans:**

a) If the building is complete, attach copies of detailed site plans of said building including outside premises and floor plan.

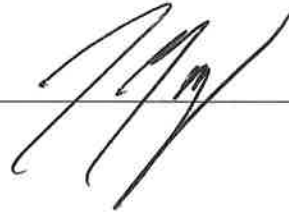
b) If the building is proposed, attach copies of proposed site plan and specifications and building permit of the proposed building.

# Premise and Structure Form

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



APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT \_\_\_\_\_ 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 2nd DAY OF October, 2024.



NOTARY PUBLIC





# Dawson County Marshals Office

## Alcohol Licensing

25 Justice Way, Suite 2227 | 706-344-3232 | Ext. 42258 |

### Certified Report of Survey

#### For All Consumption on Premises and Retail Package Establishments

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.

Applicant: James Bogh

Business Name: Brooklyn Joe's Pizza Three, LLC

Address of Premises to be Licensed: 219 Crossroads Blvd., Suite 100, Dawsonville, Ga 30534

#### **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: Local Church Dawson, 31 Successful Way, Dawsonville, Ga 30534

Distance Measured: 0.7 miles

#### **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: Blacks Mill Elementary, 1860 Dawson Forest Rd E, Dawsonville, GA 30534

Distance Measured: 2.5 Miles

#### **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

# Certified Report of Survey

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: Angel Learning Center, 3276 Dawson Forest Rd E, Dawsonville, Ga 30534

Distance Measured: 1.0 miles

#### **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: Rehabilitation Center of Northeast Ga Med. Center, 5959 Hwy 53, Dawsonville, Ga 30534

Distance Measured: 1.7 Miles

#### **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: \_\_\_\_\_

#### **6. 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

Distance Measured: \_\_\_\_\_



# Dawson County Marshals Office

## Alcohol Licensing

25 Justice Way, Suite 2227 | 706-344-3232 | Ext. 42258 |

### 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: Bogh James Russell  
Last First Middle

RESIDENCE: \_\_\_\_\_  
Street Number Street Name

\_\_\_\_\_  
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: Brooklyn Joe's Pizza, Pasta, and Grill

Location: 219 Crossroads Blvd., Suite 100  
Street Number Street Name P. O. Box  
Dawsonville Ga 30534 678-656-9898  
City State Zip Code Telephone Number

4. State the percentage of ownership or interest, if any, in this business: 100%

5. State method and amount of compensation, if any, directly or indirectly: \_\_\_\_\_

6. Date of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_

SSN: \_\_\_\_\_ Sex:  Male     Female    Race: White

Color of hair: Brown    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

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):** None

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

16. **Have you ever been denied bond by a commercial security company?** No

If so, give details: \_\_\_\_\_  
\_\_\_\_\_

17. **Are you a registered voter?** Yes **In what state?** GA

18. **Have you ever been arrested, or held by federal, state or other law enforcement authorities, for any violation of any federal law, state law, county or municipal law, regulation or ordinances?** (Do not include traffic violations. All other charges must be included even if they were dismissed. Give reason charged or held, date, place where charged and disposition. If no arrest, write no arrest. After last arrest is listed, please write no other arrest):

1. Afray for a fight at Buffaloe's Southwest Cafe in Forsyth County in 2002
2. No other arrest
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. Mac Allen  
\_\_\_\_\_  
\_\_\_\_\_
  
- 2. Nick Hall  
\_\_\_\_\_  
\_\_\_\_\_
  
- 3. Tony Schuch  
\_\_\_\_\_  
\_\_\_\_\_
  
- 4. Justin Jafari  
\_\_\_\_\_  
\_\_\_\_\_

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. Copy of photo ID of applicant attached?  YES  NO

22. Attach photograph (front view) taken within the past year:





# Statement of Personal History

**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.

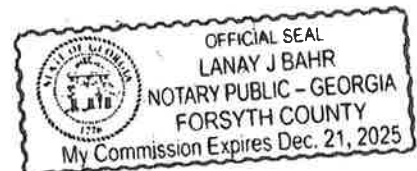
I, James Bogh, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PERSONAL STATEMENT ARE TRUE AND CORRECT. FURTHER, AS PART OF THE PROCESS RESULTING FROM MY APPLICATION FOR BACKGROUND INVESTIGATION, FOR AN ALCOHOLIC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

  
\_\_\_\_\_  
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT James Bogh 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 2nd DAY OF October, 2024

  
\_\_\_\_\_  
NOTARY PUBLIC



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

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

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

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

\_\_\_\_\_

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

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

Drivers License

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

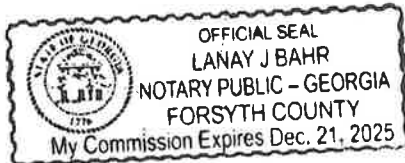
Executed in Dawsonville (city), GA (state)

[Signature] Date 10/2/24

**Signature of Applicant** **Date**

James Bogh Brooklyn Joe's Pizza Three, LLC

**Printed Name** **Name of Business**



SUBSCRIBED AND SWORN BEFORE ME ON  
THIS 2nd DAY OF October, 2024

[Signature] Notary Public

My Commission Expires: 12-21-25

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

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

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

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



# PIZZA

**Cheese Pizza Toppings**

Medium 12" \$13.95  
Large 16" \$16.95  
X-Large 18" \$18.95  
14" \$15.95  
10" \$10.95  
Gluten Free \$2.25

**Pizza Toppings Meats:**

Pepperoni  
Meatball  
Italian Sausage  
Bacon  
Ham  
Salami  
Capicola  
Chicken  
Anchovies (extra charge)

**Veggies:**

Mushrooms  
Green Peppers  
Black Olives  
Banana Peppers  
Green Olives  
Kalamata Olives  
Fresh Garlic  
Onions  
Fresh Tomato

Artichoke Hearts  
Sun dried Tomatoes  
Jalapenos  
Roasted Red Peppers  
Spinach  
Pineapple  
Broccoli  
Zucchini  
Eggplant

## PIZZA BY THE SLICE

**Cheese Toppings**  
\$4.25  
\$0.75

**Sicilian Slice**

\$4.75

**White Slice**

\$4.50

**Specialty Slice**

\$6.95

The New Yorker • Village Veggie

## SPECIALTY PIZZAS

**The New Yorker**

Red sauce topped with pepperoni, meatballs, sausage, ham, green peppers, mushrooms, black olives, garlic, onions, and extra cheese

L \$26.95

XL \$28.95 SIC \$28.95

**Village Veggie**

Red sauce topped with spinach, tomatoes, onions, mushrooms, broccoli, green peppers, artichoke hearts, and mozzarella cheese

M \$19.95

XL \$28.95 SIC \$28.95

**Soho**

Our basil pesto sauce with grilled chicken, artichoke hearts, tomatoes, garlic, red onions, gorgonzola and mozzarella cheese

M \$19.95

XL \$27.95 SIC \$27.95

**San Meat**

Our red sauce topped with meatballs, sausage, pepperoni, bacon, ham, and mozzarella cheese

M \$18.95

XL \$27.95 SIC \$27.95

**Village Gourmet**

Ricotta and mozzarella cheeses with garlic, olive oil, chicken, roasted red peppers, and artichoke hearts

M \$17.95

XL \$24.95

**White Pizza**

\*No Red Sauce Here! Ricotta and mozzarella cheeses with fresh garlic and oil

M \$15.95

XL \$21.95

**Brooklyn Dodger**

Our basil pesto sauce topped with chicken, roasted red peppers, artichoke, black olives, bruschetta tomatoes, ricotta and mozzarella cheeses

M \$18.95

XL \$27.95

**Greek Pie**

Our red sauce topped with kalamata olives, fresh tomatoes, artichoke hearts, garlic, feta and mozzarella cheeses

M \$17.95

XL \$25.95 SIC \$25.95

**Margherita Pizza**

Red sauce with fresh buffalo mozzarella cheese, fresh basil, garlic, and olive oil

M \$15.95

XL \$21.95

**BBQ Chicken**

Barbecue sauce with fontina and mozzarella cheeses, BBQ chicken, red onions, and cilantro

M \$16.95

XL \$26.95

**Bronx Bomber**

Red sauce topped with salami, pepperoni, sausage, mushrooms, onion, bell pepper, and fontina and mozzarella cheeses

M \$18.95

XL \$27.95 SIC \$27.95

**5th Avenue Pie**

Fresh chipotle ranch sauce topped with chicken, tomatoes, mushrooms, zucchini, red onions, artichoke hearts, mozzarella and parmesan cheeses

M \$18.95

XL \$27.95

**Philly Pizza**

Our red sauce topped with sautéed steak, mushrooms, green peppers, onions, provolone and mozzarella cheeses

M \$18.95

XL \$27.95 SIC \$27.95

# CALZONE & STROMBOLI

**Cheese Calzone**  
Pizza dough stuffed with ricotta and mozzarella cheese, baked till golden brown, and served with a side of marinara sauce  
Small \$10.95 Large \$16.95

**Cheese Stromboli**  
Our pizza dough rolled and stuffed with ham, sausage, pepperoni, mushrooms, peppers, and mozzarella cheese  
Small \$13.95 Large \$22.95

**Five Meat & Heat Stromboli**  
Stuffed with pepperoni, sausage, meatball, ham, bacon and chipotle ranch sauce  
Small \$13.95 Large \$22.95

**Each additional topping**  
Small \$2.00 Large \$3.00

## KIDS STUFF

10 Years and Under Please

**Spaghetti or Bowtie Pasta with:**

Marinara sauce \$6.50  
Meat sauce \$7.50  
Alfredo sauce \$7.50  
Meatball butter \$5.95  
Meatball \$7.50

**Chicken Fingers with:**

Bowtie Pasta \$7.50  
French Fries \$7.50  
Hamburger with fries \$7.50

Add cheese \$0.30 • Add bacon \$1.25

**Mac & Cheese** \$6.95  
**Grilled Cheese** \$6.50  
**Slice of Pizza** \$4.25

## BEVERAGES

20 oz. Fountain To Go \$3.00  
32 oz. Fountain To Go \$3.75  
2 Liter Bottles To Go \$4.75  
Coke • Diet Coke • Sprite

**Boylan's Gourmet Soda** \$3.95

**San Pellegrino Sparkling Water 500ml** \$4.95

20 oz. Bottled Drinks \$2.50

**Milk** \$3.50

**Apple Juice** \$2.95

**Chocolate Milk** \$3.95

**Coffee or Hot Tea** \$2.50

## DESSERTS

Tiramisu \$7.95  
Cannoli \$6.95  
Eli's New York cheesecake \$6.95  
Chocolate chip cookie \$7.95  
Topped with vanilla bean ice cream \$4.50  
Vanilla bean ice cream by Bluebell \$0.75

Add chocolate syrup



**BROOKLYN JOES**  
Pizza, Pasta & Grill  
Dine In • Take Out  
Catering • Delivery

Hours: Monday - Sunday  
11:00 a.m. - 10:00 p.m.  
Lunch Served Until 4:00 p.m. Daily

www.BrooklynJoesPizza.com

**Deerfield Place**  
13065 Highway 9  
Milton, Georgia 30004  
Phone: 770.764.0202  
Fax: 770.764.4232

**Canton Marketplace**  
2060 Cumming Highway  
Canton, Georgia 30114  
Phone: 770.720.7700  
Fax: 770.720.7710

**Dawson Crossroads**  
214 Crossroads Boulevard  
Dawsonville, GA 30534  
Phone: 706.266-8000  
Fax: 706.266-8001

## APPLE MILLERS

- \*We Fry in only 0 Trans Fat Oil\*
- Joe's Sampler** \$14.95  
Combination of Chicken Wings, Chicken Tenders, Mozzarella Sticks and Zucchini Sticks
  - Mussels Marinara** \$10.95  
Black shells mussels in our homemade marinara sauce
  - Zucchini Sticks** \$9.50  
Lightly fried zucchini sticks served with our homemade marinara sauce
  - Hot Artichoke & Spinach Dip** \$8.95  
Just like it sounds, served with tortilla chips
  - Chicken Finger Basket** \$9.95  
Golden brown or buffalo style hand rolled all white meat fingers served with fries and honey mustard sauce or bleu cheese dressing
  - Basket of Fries** \$5.95  
Served with a very special sauce \*Heinz Ketchup\*
  - Sweet Potato Fries** \$6.95  
Served with Raspberry Vinaigrette and Bleu Cheese dressings for dipping
  - Fried Calamari** \$11.95  
Delicately fried calamari served with our marinara sauce, fresh not frozen!
  - Mozzarella Sticks** \$8.95  
Lightly breaded mozzarella cheese served with a side of marinara sauce
  - Joe's Pesto Crostini** \$8.95  
Our Pesto sauce spread over Focaccia bread covered with bruschetta tomatoes and melted mozzarella cheese
  - Garlic Knots** \$6 for \$4.95, 12 for \$8.50  
Our oven baked garlic knots brushed with a garlic & olive oil sauce and parmesan cheese

## SALADS

- Choice of Dressings** - Joe's Balsamic Vinaigrette • Bleu Cheese • Bacon Vinaigrette • Ranch • Lite Ranch • Walnut Raspberry Vinaigrette • Honey Mustard • Mango and Pineapple Vinaigrette • 1000 Island • Oil & Vinegar
- The House Salad** Large \$10.95  
Fresh mixed greens served with tomatoes, cucumber, shredded carrots and red onions
- Caesar Salad** Small \$6.95 Large \$10.95  
Fresh crisp romaine lettuce tossed in our caesar dressing, topped with croutons and parmesan cheese
- Salad** Small \$7.95 Large \$11.95  
Dressed greens with tomatoes, crumbled feta cheese, kalamata olives, pepperoncini, red onions, and our mediterranean vinaigrette
- Spinach Salad** Small \$7.95 Large \$11.95  
Fresh baby spinach tossed with crispy bacon, fresh mushrooms, candied walnuts, and egg in a warm bacon vinaigrette dressing
- Chicken Salad** Small \$8.95 Large \$11.95  
Our homemade chicken salad served a top a bed of mixed greens with tomatoes, cucumber and shredded carrots
- Chopped Antipasta Salad** \$13.95  
Mixed greens chopped with ham, salami, Capicola, Provolone cheese and tomatoes tossed in our House Vinaigrette dressing then topped with roasted red peppers and Kalamata olives
- Ebbet's Field Salad** \$13.95  
Mixed greens tossed in a mango pheasant vinaigrette dressing with grilled chicken, crumbled porcinate cheese, dried cranberries, candied walnuts and sliced apples
- Joe's Favorite Salad** \$12.95  
Fresh mixed greens, crumbled feta cheese, kalamata olives, roasted red peppers, and sun dried tomatoes tossed in a lite raspberry vinaigrette dressing
- House Salad & Half Sandwich** \$10.95  
Our house salad and a half chicken salad, or turkey and Provolone sandwich served on multi-grain bread
- Caprese Salad** \$9.95  
Sliced tomatoes and buffalo mozzarella with fresh basil and our house vinaigrette dressing

## Add-Ons!

- Add Gorgonzola, Feta, Cheddar or Mozzarella** \$2.00
- cheeses to any salad** Small \$2.00 Large \$3.00
- Add grilled chicken** \$6.95; salmon \$7.95; shrimp \$7.95

## WINGS

- Delicious chicken wings served the way you like 'em
- Mild • Medium • Hot • Deadly • Barbecue**
  - Lemon Pepper • Mango Habanero**
  - Extra Blue cheese or Ranch dressing \$0.65
  - Extra celery sticks \$0.65
  - 10 wings \$14.95
  - 20 wings \$27.95
  - 50 wings \$65.95
  - 100 wings \$125.95

## SOUPS

- \*Made Fresh Daily\*
- Tomato Basil** cup \$4.95 bowl \$6.95
  - Soup of the Day** cup \$4.95 bowl \$6.95
  - Soup & Salad** \$9.95  
A bowl of soup with a small House, Greek, or Caesar Salad and garlic knots
  - Soup & Half Sandwich** \$9.95  
A bowl of soup and a half chicken salad, or turkey and cheese sandwich served on multi-grain bread

## JOE'S DELI SANDWICHES

- Served with chips or pasta salad and a pickle  
Substitute French fries \$2.00 • Substitute Sweet Potato fries \$3.00
- Chicken Salad** \$10.95  
Our homemade chicken salad with lettuce and tomato served on multi-grain bread
  - Roast Turkey & Provolone** \$10.95  
Roasted turkey breast, provolone cheese, lettuce, tomato and onion with spicy chipotle mayo on multi-grain bread
  - The Bowery Club** \$10.95  
Roasted turkey, ham, crispy bacon, american cheese, lettuce, tomato and honey mustard on multi-grain bread
  - The Reuben** \$12.95  
Shaved lean corned beef, sauerkraut, swiss cheese, and 1000 Island dressing on grilled rye bread
  - The Turkey Reuben** \$11.95  
Roasted turkey, sauerkraut, Swiss cheese and 1000 Island dressing on grilled rye bread
  - Corned Beef on Rye** \$11.95  
Thinly sliced corned beef and spicy brown mustard on fresh rye bread
  - Grilled Chicken** \$12.95  
Grilled chicken breast, crispy bacon, melted cheddar cheese, lettuce, tomato and honey mustard on a fresh Kaiser roll
  - \*Brooklyn Burger** \$13.95  
An 8oz. 100% Angus burger with lettuce, tomato, & onion served with french fries  
Add cheese \$0.75 Add bacon \$1.25
  - \*Patty Melt** \$13.95  
Grilled Angus burger patty on grilled rye bread with sautéed onions, melted swiss cheese and 1000 Island dressing served with french fries
  - Turkey Club Wrap** \$10.95  
Roasted turkey with crispy bacon, swiss cheese, lettuce, tomato and Lite Ranch dressing
  - Turkey & Spinach Wrap** \$10.95  
Roasted turkey with spinach, provolone cheese, roasted red pepper and sweet honey mustard
  - Buffalo Chicken Wrap** \$10.95  
Chicken tenders tossed in a spicy Buffalo sauce with lettuce, tomato, cheese and ranch dressing

## HEROS (Subs)

- Served on fresh 10" sub roll with chips or pasta salad and a pickle
- Meatball Parmigiana** \$11.95  
Homemade meatballs and marinara sauce topped with melted mozzarella cheese
  - Chicken Parmigiana** \$11.95  
Chicken breast cutlet and Marinara sauce topped with melted mozzarella cheese
  - Joe's Famous Italian Combo** \$11.95  
\*Hot or Cool\* Your choice!  
Ham, salami, Capicola, provolone cheese, lettuce, tomato, oil and vinegar
  - Philly Cheese Steak** \$12.95  
Thinly sliced steak sautéed with onions, mushrooms, green peppers and melted provolone
  - Chicken Philly** \$11.95  
Grilled chicken breast sautéed with onions, mushrooms, green peppers, and melted provolone cheese
  - Sausage, Peppers & Onions** \$11.95  
Our Italian sausage, green peppers and onions sautéed in our marinara sauce
  - Eggplant Parmigiana** \$10.95  
Tender eggplant cutlets lightly breaded with marinara sauce and mozzarella cheese

## PANINIS

- Served on Focaccia bread with chips or pasta salad and a pickle
- Pesto Chicken** \$12.95  
Grilled chicken breast with tomatoes, pesto sauce and melted Provolone cheese
  - Italian** \$11.95  
Ham, salami, Capicola, tomatoes, melted Mozzarella cheese and our Vinaigrette dressing
  - Siciliano** \$11.95  
Fresh buffalo mozzarella cheese, sliced tomato, grilled eggplant, roasted red pepper, fresh basil, olive oil, and pesto served on focaccia bread
  - Turkey Club** \$11.95  
Roasted turkey, crisp bacon, tomato, melted Provolone cheese and Lite Ranch dressing

## ENTREES

- All entrees are served with a side of spaghetti marinara and fresh garlic knots. Sharing Charge \$2.00
- Chicken Parmigiana** Lunch \$13.95 Dinner \$17.95
  - Eggplant Parmigiana** Lunch \$13.95 Dinner \$17.95
  - Veal Parmigiana** Lunch \$15.95 Dinner \$19.95
  - Chicken Neapolitano** Lunch \$13.95 Dinner \$17.95  
Boneless chicken breast sautéed in a white wine marinara sauce topped with Capicola ham, Fontina and Provolone cheeses
  - Chicken Francese** Lunch \$13.95 Dinner \$17.95  
Boneless chicken breast dipped in egg and flour then sautéed in a lemon butter white wine sauce with spinach and sun dried tomatoes
  - Chicken Marsala** Lunch \$13.95 Dinner \$17.95  
Boneless breast of chicken sautéed with fresh mushrooms in a sweet marsala wine sauce
  - Veal Marsala** Lunch \$15.95 Dinner \$19.95  
A tender veal cutlet sautéed with fresh mushrooms in a sweet marsala wine sauce
  - Chicken Piccata** Lunch \$13.95 Dinner \$17.95  
Boneless breast of chicken sautéed in a lemon butter and white wine sauce with capers
  - \*Salmon Postitano** Lunch \$14.95 Dinner \$18.95  
An 8oz Atlantic salmon fillet sautéed with spinach, artichoke hearts and fresh tomatoes in a garlic butter white wine sauce

## SIDE ORDERS

- Meatballs (2)** \$6.95 Sautéed Broccoli \$5.50
- Italian Sausage (2)** \$6.95 Sweet Potato Fries \$5.50

\*Consuming raw or undercooked meats, poultry and seafood, may increase your risk of food born illnesses.

## PASTA CREATIONS

- Served with garlic knots
- Choose your Pasta:** Spaghetti • Cappellini • Bowtie • Penne
  - Whole Wheat Penne • Gluten Free Penne (add \$1.25)**
  - Choose your Sauce:** Lunch Dinner
  - Marinara Sauce \$9.95 \$11.95
  - Meat Sauce:** \$10.95 \$13.95
  - Meatballs:** \$10.95 \$13.95
  - Italian Sausage:** \$10.95 \$13.95
  - Cardinals Sauce:** \$10.95 \$13.95
  - Alfredo Sauce:** \$10.95 \$13.95
  - Broccoli, Garlic & Oil:** \$10.95 \$13.95
  - Pesto Sauce:** \$10.95 \$13.95

## THE PASTA BOWL

- All pasta dishes served with fresh garlic knots. Lunch served until 4:00 p.m. \* = SPICY
- Mama's Lasagna** Lunch \$11.95 Dinner \$14.95  
Joe's Specialty Layered pasta with ricotta cheese, meat sauce, Italian sausage, and marinara sauce then topped with melted mozzarella cheese
  - Baked Ziti** Lunch \$11.95 Dinner \$13.95  
Penne pasta sautéed with ricotta, romano & mozzarella cheese in our marinara sauce then topped and baked with mozzarella cheese
  - Baked Ziti Sicilian** Lunch \$12.95 Dinner \$14.95  
Penne pasta sautéed with ricotta, romano & mozzarella cheeses, meat sauce, eggplant and mushrooms then topped with mozzarella cheese
  - Tortellini Cardinal** Lunch \$12.95 Dinner \$14.95  
Delicious cheese filled tortellini pasta sautéed in our homemade cardinals sauce. (Meat sauce with a touch of cream and Romano cheese.)
  - Spaghetti Calabrese** Lunch \$11.95 Dinner \$14.95  
Spaghetti pasta sautéed with Italian sausage, fresh mushrooms, and broccoli in a light tomato cream sauce
  - Pasta alla Linda** Lunch \$12.95 Dinner \$14.95  
Cappellini pasta sautéed with grilled chicken, mushrooms, bell peppers, onions, fresh garlic, and our marinara sauce
  - Penne alla Vodka** Lunch \$11.95 Dinner \$13.95  
Penne pasta sautéed with fresh tomato, onions, basil, and a touch of vodka in a creamy marinara sauce
  - Bowtie Spinaci** Lunch \$11.95 Dinner \$13.95  
Bowtie pasta sautéed with olive oil, onion, red bell peppers, garlic, and bacon, dressed with fresh spinach, and gorgonzola cheese
  - Salmon Florentine** Lunch \$13.95 Dinner \$15.95  
Salmon sautéed with garlic, butter, shallots, fresh tomatoes, spinach in a pink cream sauce over bowtie pasta
  - Ziti Tarantelo** Lunch \$11.95 Dinner \$13.95  
Penne pasta sautéed with garlic, feta cheese, kalamata olives, sun-dried tomatoes, olive oil, and a dash of hot pepper
  - Joe's Ravioli** Lunch \$11.95 Dinner \$14.95  
Pasta pillows stuffed with ricotta cheese and seasonings then covered with our meat sauce and topped with chunks of meatballs. It's raw-licious!
  - Ravioli** Lunch \$10.95 Dinner \$12.95  
Pasta pillows stuffed with fresh ricotta cheese, herbs, spices and topped with mozzarella cheese and our marinara sauce
  - Shrimp and Chicken Penne** Lunch \$12.95 Dinner \$15.95  
Penne pasta sautéed with shrimp, grilled chicken, roasted red peppers, broccoli, Fontina cheese, olive oil, and fresh garlic with a touch of hot pepper
  - Manicotti** Lunch \$10.95 Dinner \$12.95  
Pasta filled and rolled with fresh ricotta cheese, herbs, spices, and smothered with mozzarella cheese and marinara sauce
  - Shrimp Scampi** Lunch \$12.95 Dinner \$14.95  
Shrimp sautéed with garlic and herbs in a lemon-butter sauce served over cappellini pasta

## **ARTICLE II. FIRE CODE AND FIRE SAFETY STANDARDS<sup>1</sup>**

### **Sec. 22-21. References to county officials.**

References in this article to county officials shall include their assigns and designees.

Editor's note(s)—An Ord. of 10-18-2007 repealed § 22-21 which pertained to International Fire Code and derived from Ord. of 4-6-2006(1), §§ I—IV, VI, and VIII.

Cross reference(s)—Codes enumerated, § 105-21.

### **Sec. 22-22. Fire resistance rating of structures near lot lines.**

(a) *Structures designed for occupancy by humans 25 feet or less from the lot line and 20 feet or less from another structure for occupancy by humans.* Any structure designed for human occupancy that is located 25 feet or less from the lot line or is located 20 feet or less from another structure designed for human occupancy shall meet the following requirements:

- (1) Any exterior wall parallel to, or less than 90 degrees to, and within 25 feet of a lot line shall
  - (a) be constructed of noncombustible material within the 25 feet; or
  - (b) Shall have a UL approved fire resistant rating of not less than one hour within the 25 feet; and
- (2) Any such structure shall be constructed in a manner and with materials that will ensure that the structure shall be in compliance with the fire rating standards for proposed spacing and shall be constructed in accord with plans and conditions approved by the offices of the Dawson County Building Official and the Dawson County Fire Marshal in accord with the

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<sup>1</sup>State law reference(s)—State construction code, O.C.G.A. § 8-2-20 et seq.

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terms of this article and the currently adopted International Fire Code;  
and

- (3) The exterior wall shall be constructed of noncombustible or fire resistant rating as set forth herein, which shall include masonry veneer, rock, stone, concrete, or noncombustible siding. Vinyl siding may be approved with a one-hour rated fire resistant sheathing applied under the vinyl siding.
- (b) *Variance.* The Dawson County Director of Planning and Development may grant administrative variances from the regulation of structures designed for human occupancy 25 feet or less from the lot line in subsection (a), above, if the intent of the section and equal performance can be achieved.
  - (1) *Guidelines for granting variances.* When considering a request for a variance described in in this subsection, the Dawson County Director of Planning and Development shall apply the following guidelines:
    - a. The applicant shall state a clear hardship.
    - b. Previous zoning or variance conditions or stipulations will be addressed during staff review of the application.
    - c. The type of building materials of adjacent structures will be considered.
    - d. If approved, approvals will be based on the International Residential Code (IRC).
  - (2) *Notification.* The applicant may choose to either submit an affidavit attesting to notice of the variance application that includes signatures of all adjoining property owners listed within the applicable package or the applicant may choose to permit written notice of the variance application to be sent from the county planning and development department to the adjoining property owners of the variance application. The Dawson County Director of Planning & Zoning shall not consider the application sooner than ten business days after notice of the application is sent to the adjoining property owners. In addition to notice to adjoining property owners as described above, notice of the variance application shall be posted upon the property at least ten days before the variance is



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considered and shall state the variance requested and the date the variance shall be considered.

- (3) *Conditions of approval.* The Dawson County Director of Planning and Development may impose reasonable conditions upon any administrative variance to ensure that the public health, safety, and general welfare are protected. A violation of any imposed condition shall be a violation of this subsection.
  - (4) *Compliance with other county codes.* The effect of an administrative variance approval shall be that a specific request is determined to be appropriate for a specific location. The grant of an administrative variance application shall not operate to waive or modify any other requirements of any other county code other than as specifically granted pursuant to the variance.
  - (5) *Appeal.* The applicant or an adjoining property owner may appeal the decision of the Dawson County Director of Planning and Development regarding an administrative variance to the Dawson County Board of Commissioners within ten days of the decision via written objection and appeal. Any such appeal shall be heard by the Dawson County Board of Commissioners in accord with the standard appeal procedures described in Chapter 121, Article IX of the Code of Dawson County, Georgia. The developer may at their own risk proceed with development during the appeal period if the application for a variance is approved, but shall not gain any vested right should the grant of the variance be reversed on appeal.
- (c) *Enforcement.* The Dawson County Fire Marshal's office and the building inspection department of Dawson County or any other entity designated by the Dawson County Board of Commissioners shall be authorized to enforce the terms hereof.
  - (d) *Penalty.* Any person who violates any provision of this Article shall be subject to the jurisdiction of the Magistrate Court of Dawson County and may be punished by a maximum fine of \$1,000.00 per day of the violation, and all work at any site subject to the terms hereof may be stopped until the site is brought into compliance.

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(Ord. of 4-6-2006(2), §§ 1—IV; Ord. of 3-21-2013, §§ I—IV; Ord. of 9-5-2019, § 1(Exh. A))

State law reference(s)—Penalties for ordinance violations, O.C.G.A. § 36-1-20.

**Sec. 22-23. Sprinkler systems.**

The following sprinkler standards are hereby adopted:

(a) *Commercial buildings (10,000 square feet or more).* Any commercial building containing 10,000 square feet or more under a common roof, and any building over one story in height, and any building with an occupant load of 300 persons or more shall have an approved sprinkler system in accord with National Fire Protection Association (NFPA) 13.

(b) *Multi-family dwellings.* Multi-family dwellings which require an approved NFPA 13 sprinkler system shall include full sprinkler coverage in all attics and breezeways.

(c) *Commercial buildings (6,000 square feet or more).* Any commercial building containing 6,000 square feet or more under a common roof where vehicles are placed or stored inside the building for purpose of maintenance, repair, storage, or installation of accessories shall have an approved NFPA13 sprinkler system. Notwithstanding the foregoing sentence, if the vehicle bays in such building are less than 600 square feet, an approved NFPA 13 sprinkler system with a maximum of six sprinkler heads from the domestic water supply may be provided instead of an approved sprinkler system for the entire building. Any calculations in accord with this subsection shall be performed by a sprinkler system contractor certified by the State of Georgia, and such calculations shall be provided on plans submitted for approval by the Dawson County Fire Marshal.

(d) *Day care and preschool structures.* All day care and preschool structures shall have a sprinkler system in accord with NFPA 13.

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(e) *Home day care structures.* All home day care structures serving seven or more children shall install a sprinkler system in accord with NFPA 13.

(f) *Group home care structures.* All group home care structures for assisted living shall have a sprinkler system in accord with NFPA 13.

(g) *Mixed occupancies.* A structure or building designed for mixed occupancies that include a residential occupancy shall have a sprinkler system in accord with NFPA 13. If a residential occupancy is located above any nonresidential occupancy in the same building or structure, a fire-resistance separation rating of not less than one hour shall be required.

*Review of construction documents.* The Dawson County Fire Marshal shall require construction documents and calculations for all fire protection systems with a stamp/seal from a licensed architect or engineer to be submitted for review and appropriate permitting before installation, rehabilitation, or modification of any fire protection systems.

(h) *Other laws.* Any resolution or law which may be applicable hereto and aid in carrying out or making effective the intent, purpose, and provisions hereof, which shall be liberally construed to be in favor of Dawson County and is hereby adopted as a part hereof.

## **Sec. 22-24. County to enforce state minimum fire safety standards.**

Pursuant to an agreement made and entered into on August 4, 2005, by and between Dawson County, Georgia, a political subdivision of the State of Georgia, and the Safety Fire Commissioner of the State of Georgia, the County is authorized to adopt and enforce the state minimum fire safety standards as follows:

- (1) Dawson County hereby adopts the State Minimum Fire Safety Standards as set forth in O.C.G.A. § 25-2-12 and any amendments thereto and will enforce such standards.
- (2) Dawson County shall continue to enforce the state minimum fire safety standards regarding buildings and structures listed in O.C.G.A. § 25-2-13, except as otherwise provided herein.

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- (3) Dawson County personnel shall conduct fire safety inspections of new and existing commercial buildings and structures; issue building permits when plans are approved and conduct fire safety inspections of such buildings and structures; and issue permits and temporary certificates of occupancy, together with such other functions as shall from time to time be specified by state law or regulation. The following occupancies are excepted from the enforcement activities of Dawson County: hospitals, nursing homes, jails, ambulatory health care centers and penal institutions, buildings and structures owned and operated or occupied by the State of Georgia.
  - (4) Dawson County shall be responsible for investigating all cases of arson and other suspected incendiary fire within its jurisdiction in accord with O.C.G.A. § 25-2-12(a)(6).
  - (5) Dawson County shall report all incidents of fire, whether accidental or incendiary, to the office of the Safety Fire Commissioner in accordance with O.C.G.A. § 25-2-32(b).
  - (6) Dawson County shall be entitled to charge and retain appropriate fees, which shall not exceed the fees authorized by state statutes or regulations, for the activities performed in accordance with O.C.G.A. § 25-2-12 and the agreement referenced in subsection (a) above, and the fees to be charged and collected shall be in accordance with O.C.G.A. § 25-2-4.1, as amended. Fees for licenses, permits, and any other services provided by the fire department outside those licenses, permits, and services referenced in O.C.G.A. § 25-2-4.1 shall be established by separate resolution of the board of commissioners. Further, Dawson County shall have the right to designate an appropriate agency and appropriate personnel for the performance of the duties set forth herein.

(Res. of 8-4-2005; Ord. of 9-5-2019, § 1(Exh. A))

### **Sec. 22-25. Fire hydrants.**

- (a) Water mains and fire hydrants shall be installed and shall be under sufficient water pressure as set forth below, and ready for fire service prior to beginning construction with combustible materials. Slab work may be completed prior to installation of water mains and fire hydrants, but water to

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the required mains and fire hydrants at pressure sufficient for fighting fires must be available before any framework of combustible materials is started. Notwithstanding the foregoing sentence, materials used in forming footings and foundations on grade shall not require the prior installation of water mains and fire hydrants.

- (b) Fire hydrants shall be:
- (1) Placed a maximum of 500 feet apart as measured along an improved roadway;
  - (2) Installed within 500 roadway feet of any portion of the exterior of all buildings;
  - (3) Installed along the Fire Department access roadway; and
  - (4) Installed within not less than three feet and not to exceed ten feet from the edge of the pavement with the "steamer" connection facing the roadway.
- (c) The "steamer" fire hose connection on all fire hydrants shall be not less than 18 inches, nor more than 24 inches above the final surface grade, as measured from the bottom of the steamer cap.
- (d) Residential and multi-family occupancies, commercial and industrial buildings provided with automatic fire sprinkler protection or standpipe systems shall have a three-barrel type fire hydrant placed within 50 feet of the fire department connections as measured along the shortest path by road.
- (e) No obstacle shall obstruct the approach or visibility of any fire hydrant or fire department connection, closer than five feet in any direction.
- (f) It shall be the responsibility of the property owner to maintain all privately-owned fire hydrants, as well as fire extinguishers, sprinkler systems, fire department connections (FDC), and emergency lighting as required by this Code. Such items shall be inspected at least annually, at the expense of the property owner, by a firm or company licensed to perform such inspections. A copy of the inspection report shall be maintained and kept available for review by the Dawson County Fire Marshal or his designee.

(Ord. of 9-5-2019, § 1(Exh. A))

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**Sec. 22-26. Fire flows—Minimum requirements.**

**(1) Residential developments shall be served by an approved water supply capable of supplying fire flows as the standards set forth below:**

- (a) Fire flow requirements for all one- and two-family residential buildings up to 3,600 square feet shall be a minimum of 1,000 gallons per minute sustainable for 2 hours with a 20 psi residual pressure. Fire flow requirements shall be verified and certified to Dawson County by a registered professional engineer prior to the issuance of permit. This subsection shall apply to all new construction of major subdivision developments with six or more residences therein.

Individual single-family dwellings not addressed in the major subdivision regulations, and not served by either public or private water supply, shall not be required to meet the minimum flow requirements.

- (b) Fire flow requirements for all residential dwellings over 3,600 square feet, shall be determined by application of the requirements of International Fire Code (IFC) Table B105.1.

This subsection shall apply to all new construction of major subdivision developments with six or more residences therein. Individual single-family dwellings not addressed in the major subdivision regulations, and not served by either public or private water supply, shall not be required to meet the minimum flow requirements.

**(2) For commercial and institutional developments within 2,500 linear feet of an approved water supply capable of supplying adequate fire flows, the approved standard and method for determining fire flows shall be as follows:**

- (a) Fire flows shall be a minimum of 1500 gallons per minute (gpm) sustainable for 2 hours with a 20-psi residual pressure. Fire flow requirements shall be verified and certified to Dawson County by a registered professional engineer.

- (b) The distance to an approved water supply is measured from the location of the terminus of a properly sized water main that can

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provide the required fire flow to the center of the parcel of the existing or planned commercial or institutional development. The Dawson County Fire Chief shall make the final determination and approval as to the correct interpretation of measurement of distances.

- (c) Where specific additional fire flow requirements, based on type or change of use, such as for industrial developments, and occupant loads require higher fire flow rates above 1500 gallons per minute or sprinkler systems based on the development, State Minimum Fire Safety Standards and the use of International Fire Code (IFC) Table B105.1 shall establish the applicable standards for specific industrial or large-scale commercial/Institutional type developments.

**(3) For commercial and institutional developments more than 2,500 linear feet from an approved water supply capable of supplying adequate fire flows, or in isolated rural areas, the approved standard and method for determining fire flows shall be as follows:**

- (a) If approved by the Dawson County Fire Chief, NFPA 1142, Standards for Rural Firefighting, may be applied to reduce fire flow requirements for buildings in isolated rural areas. A monitored NFPA 72 compliant fire alarm system shall be required if NFPA 1142 standards are applied to reduce the fire flow requirement.
- (b) A reduction in fire flow requirements, based on the largest fire flow area in the building, can be obtained by compartmentalization of the building into separate fire areas utilizing fire barriers. Portions of a building which are separated by fire walls without openings and which are constructed in accordance with the International Building Code, can be considered as separate fire flow calculation areas. Passive fire protection of the fire area can be obtained with utilization of fire-resistant rated walls, ceilings, doors and other fire barriers rated for the type of occupancy. A monitored NFPA 72 compliant fire alarm system shall be required if the compartmentalization method is utilized to reduce the fire flow requirement.

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- (c) The State Minimum Fire Safety Standards recognizes the concept of a performance-based design approach. A reduction in fire flow requirements, utilizing a Performance Based Design approach is allowable to provide a partial equivalency to fire flow requirements. In order to utilize a Performance Based Design approach, a registered professional engineer must submit a performance-based design plan, which includes such elements as additional fire extinguishers, additional exterior door exists, emergency preparedness plans, crowd control plans, occupant fire safety training plan, or other approved elements. A monitored NFPA 72 compliant fire alarm system shall be required if the Performance Based Design approach is utilized to reduce the fire flow requirement.
  
  - (d) An approved standard for fire flow requirements for commercial and institutional developments more than 2,500 linear feet from an approved water supply capable of supplying the required fire flows, can be determined by singular application or by combining the approved methods outlined in Section 22-26 (3) (a) (b) or (c).
  
  - (e) The distance to an approved water supply is measured from the location of the terminus of a properly sized water main that can provide the adequate fire flow to the center of the parcel of the existing or planned commercial or institutional development. The Dawson County Fire Chief shall make the final determination and approval as to the correct interpretation of measurement of distances.

**Sec. 22-27. Inspection of buildings and structures.**

- (a) The Dawson County Fire Marshal shall inspect or cause to be inspected once yearly, or as often as reasonably practicable, all existing buildings and structures identified in O.C.G.A. § 25-2-13, as amended, and all commercial buildings and places of public assembly within the unincorporated area of Dawson County.
  
- (b) The Dawson County Fire Marshal shall inspect or cause to be inspected at reasonable intervals all construction work required to have a construction



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permit in all buildings and structures which are covered by this chapter, in conjunction with the Dawson County Planning and Development department.

When a certificate of occupancy is required to be issued by the Dawson County Fire Marshal:

- (1) An 80 percent completion inspection and a 100 percent final inspection shall be obtained from the Dawson County Fire Marshal prior to a certificate of occupancy being issued and the building or structure being occupied.
  - (2) A 50 percent completion inspection shall also be obtained from the Dawson County Fire Marshal for all multi-family residential buildings, and any other buildings where the Dawson County Fire Marshal determines that the public health, safety and welfare requires early inspection, in order that the methods of sealing penetrations within and through walls can be inspected.
- (c) At least 30 days before beginning any construction, owners of buildings and structures described in subsection (a) above, or their agents or designees, shall submit plans and specifications to the Dawson County Fire Marshal for review and approval in accord with the following requirements:
- (1) All commercial site plans and fire protection system plans shall be submitted for review and approval.
  - (2) Construction documents and supporting data shall be submitted in two or more sets with each application for a permit and in such form and detail as required by the Dawson County Fire Marshal to allow sufficient review with respect to compliance with this Article.
  - (3) One set of construction documents shall be retained by the Dawson County Fire Marshal for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.
  - (4) One set of approved construction documents shall be returned to the applicant and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.

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- (5) Plans and specifications shall be submitted according to procedures approved by the Dawson County Fire Chief.
  - (6) Any person who builds, constructs, or erects any building or structure described in subsection (a) above without approved plans or in violation of approved plans, from which no appeal has been taken, shall be in violation of this section and subject to the issuance of an immediate stop work order.

(Ord. of 9-5-2019, § 1(Exh. A))

**Sec. 22-28. Division of fire prevention.**

- (a) The division of fire prevention of the Dawson County Emergency Services Department shall also be known as the fire safety division.
- (b) The fire safety division shall be under the supervision of the Dawson County Fire Chief or his or her designee.
- (c) The fire safety division shall enforce the provisions of this chapter.
- (d) The fire safety division shall be managed by the Dawson County Fire Marshal who shall report to the Dawson County Fire Chief. The Dawson County Fire Marshal shall have qualifications as set forth by the Dawson County Fire Chief.
- (e) There shall be inspectors in the fire safety division who shall report to the Dawson County Fire Marshal. The inspectors shall have qualifications as set forth by the Dawson County Fire Marshal. The inspectors shall conduct inspections of all newly constructed buildings and structures described in section 22-27 which buildings and structures shall be re-inspected at least annually, or as often as reasonably practicable.
- (f) The fire safety division is authorized to enter and inspect any building or structure described in section 22-27, upon a showing that the public health or safety of the citizens of Dawson County require such entry and inspection. Except under circumstances which require immediate entry or the exigencies of the situation demand otherwise, no entry or inspection under the authorization granted herein shall take place other than during normal business hours; further, the one making the entry and inspection shall first make known his purpose, and seek permission for the entry and inspection

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from a person representing the building or structure. Entry into a structure covered by this section without the assistance or consent of an occupant shall not occur unless there is imminent danger to the lives of persons within the structure or one endangered by the structure sought to be entered.

- (g) A report of the fire safety division shall be made semi-annually and transmitted to the board of commissioners. The report shall contain all activities and inspections undertaken pursuant to this section along with any additional information as determined by the fire chief.
- (h) A copy of the National Fire Protection Association Regulations shall be available for public review in the office of the Dawson County Fire Marshal during normal business hours of Monday through Friday from 9:00 a.m. until 5:00 p.m.

(Ord. of 9-5-2019, § 1(Exh. A))

**Secs. 22-29—22-44. Reserved.**



## DAWSON COUNTY ANNOUNCEMENT AND ADVERTISEMENT REQUEST

<b>Submitting Department:</b>	Administration	<b>Department Contact Name:</b>	Joey Leverette
<b>Submittal Date:</b>	10.14.24	<b>Run Dates:</b>	10.23.24 and 10.30.24
<b>Ad Description:</b>	Notice of Public Hearing	<b>Section of Paper:</b>	Legals
<b>Name of Paper:</b>	Legal Organ – Dawson County News	<b>Do you want your ad online?</b>	Yes

### Notice of Public Hearing

Notice is hereby given that the Dawson County Board of Commissioners shall conduct a Public Hearing regarding its proposed acquisition of approximately 2.11 acres of real property (TPN 093 040 001) through a multi-year installment purchase agreement as required in accordance with O.C.G.A. § 36-60-13(a) and (g). The Public Hearing will be held during the open session of the regular meeting of the Dawson County Board of Commissioners at the Dawson County Government Center, 25 Justice Way, Assembly Room 2303 (2nd floor), Dawsonville, Georgia, at the November 7, 2024, Voting Session meeting, which will immediately follow the 4 p.m. Work Session meeting. The public is invited to attend.

**O.C.G.A. § #**

**Department Head Approval:**

# DAWSON COUNTY GOVERNMENT PROPOSED BUDGET PRESENTATION FY 2025



Presented by:  
Chairman Billy Thurmond  
October 17, 2024

# Budget Goals

- ▶ Prepare a realistic, revenue-based budget.
- ▶ Budget conforms to the reduced millage rate from 5.6340 to 5.4630 (full roll back rate).
- ▶ Maximize county services to citizens with available funding.
- ▶ Provide all departments / agencies the opportunity to present their requests to the full Board during public hearings.

# Budget Challenges

- ▶ Provide funding for increased personnel costs.
- ▶ Increased operational needs of multiple departments.
- ▶ Increased cost of supplies and materials for all departments.
- ▶ Anticipate any foreseeable changes in revenue sources.
- ▶ Maintain strong fund balance.

# Personnel Costs History—all funds

## PERSONNEL COSTS HISTORY - ALL FUNDS

<u>YEAR</u>	<u>COST</u>	<u>\$ Change</u>	<u>% Change</u>
<b>2020</b>	\$ 21,355,731 (Actual)	\$ 1,808,074	9.25%
<b>2021</b>	\$ 22,935,479 (Actual)	\$ 1,579,748	7.40%
<b>2022</b>	\$ 24,835,514 (Actual)	\$ 1,900,035	8.28%
<b>2023</b>	\$ 27,455,630 (Actual)	\$ 2,620,116	10.55%
<b>2024</b>	\$ 33,253,802 (Budget)	\$ 5,798,172	21.12%
<b>2025</b>	\$ 34,619,462 (Proposed)	\$ 1,365,660	4.11%

Costs include: salary, overtime and benefits



# General Fund

- ▶ Main operating fund of the County. All property tax received by the County government provides revenue to the General Fund.
- ▶ In this proposed budget, property tax provides 32.87% of revenue for General Fund.
- ▶ L.O.S.T. provides 25.60% of revenue.
- ▶ Fund balance would provide 13.91% of revenue.

# Where we started.....

- ▶ General Fund operating requests totaled \$45,625,247.
- ▶ \$17.8 million in capital requests to be funded in FY 25.
- ▶ Over \$2.1 million in new personnel/salary change requests (including benefits).

FY 2024 Original Budget was \$43,437,258

FY 2024 Current budget is \$44,213,562

# General Fund Revenue Changes

- ▶ In 2021, the County received word it would receive \$5 million from the Federal Government as a part of the American Rescue Plan Act (ARPA). The Board made the decision to use these funds to offset the cost of pay increases for First Responders.
- ▶ The ARPA funding has been a valuable tool to help fund public safety in Dawson County the past 3 years. However, that funding will not be used in the FY 25 budget as it will be exhausted by the end of FY 24.
- ▶ This proposed budget includes use of fund balance (reserves) of \$6,656,746, or 13.91% of revenue.

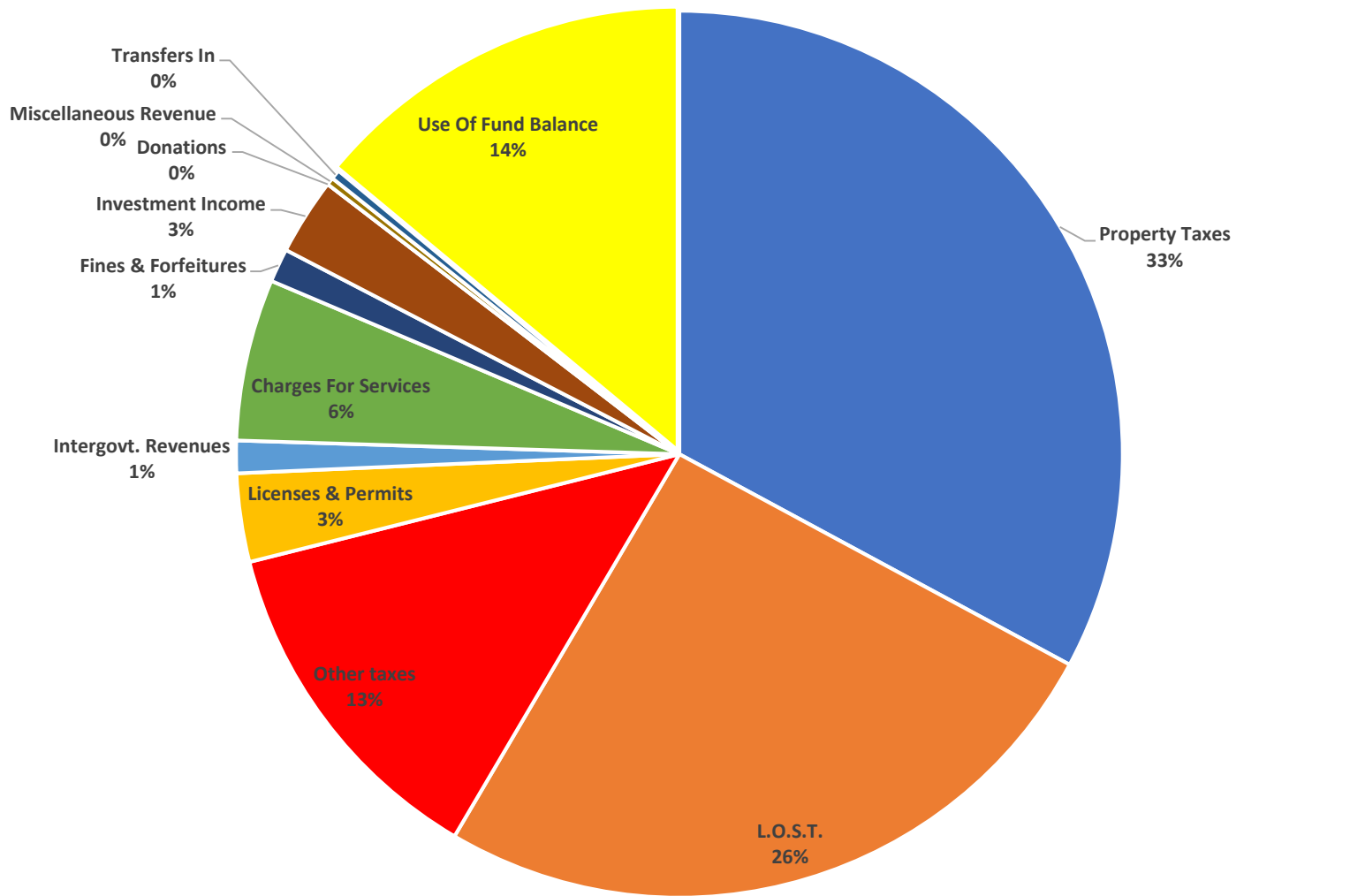
# Proposed General Fund Revenues

	<b>FY 2025 Proposed Budget</b>	<b>FY 2024 Amended Budget</b>	<b>% Change</b>	<b>FY 2024 Original Budget</b>	<b>% of revenue</b>
Property Taxes	15,730,962	14,762,722	6.56%	14,762,722	32.87%
L.O.S.T.	12,250,000	11,500,000	6.52%	11,500,000	25.60%
Other taxes	6,040,000	5,739,800	5.23%	5,739,800	12.62%
Licenses & Permits	1,542,050	1,584,150	-2.66%	1,584,150	3.22%
Intergovt. Revenues	565,600	460,200	22.90%	460,200	1.18%
Charges For Services	2,821,910	2,870,130	-1.68%	2,869,630	5.90%
Fines & Forfeitures	587,500	590,100	-0.44%	590,100	1.23%
Investment Income	1,339,800	1,223,500	9.51%	1,223,500	2.80%
Donations	-	91,363	-100.00%	-	0.00%
Miscellaneous Revenue	130,600	500,748	-73.92%	171,340	0.27%
Transfers In	188,860	164,610	14.73%	164,610	0.39%
Use Of Fund Balance	6,656,746	4,726,239	40.85%	4,371,206	13.91%
<b>Totals</b>	<b>\$ 47,854,028</b>	<b>\$ 44,213,562</b>	<b>8.23%</b>	<b>\$ 43,437,258</b>	<b>100.00%</b>

**Change from original FY 24 Budget to proposed FY 25 budget**

**\$ 4,416,770 10.17%**

# Revenue Sources



- Property Taxes
- L.O.S.T.
- Other taxes
- Licenses & Permits
- Intergovt. Revenues
- Charges For Services
- Fines & Forfeitures
- Investment Income
- Donations
- Miscellaneous Revenue
- Transfers In
- Use Of Fund Balance

# Proposed General Fund Expenditures by Function

	<b>FY 2025 Proposed Budget</b>	<b>FY 2024 Budget (Amended)</b>	<b>% Change</b>	<b>FY 2024 Budget (Original)</b>	<b>% Change</b>
General Government	10,482,955	8,716,703	20.26%	8,603,104	21.85%
Judicial	5,234,590	5,143,529	1.77%	5,098,819	2.66%
Public Safety-Sheriff	13,819,636	12,121,362	14.01%	12,006,483	15.10%
Public Safety	8,801,844	8,442,202	4.26%	8,431,781	4.39%
Public Works	2,376,368	2,448,713	-2.95%	2,445,738	-2.84%
Health & Welfare	390,685	480,683	-18.72%	398,734	-2.02%
Recreation & Culture	2,666,303	2,440,844	9.24%	2,304,737	15.69%
Housing & Development	1,512,480	1,477,154	2.39%	1,433,919	5.48%
Transfers out (uses)	2,569,167	2,942,372	-12.68%	2,713,943	-5.33%
<b>Totals</b>	<b>47,854,028</b>	<b>44,213,562</b>	<b>8.23%</b>	<b>43,437,258</b>	<b>10.17%</b>

# GENERAL FUND PROPOSED FY 25 BUDGET

## BY DEPARTMENT

# General Government

	<b>FY 2025 Proposed Budget</b>	<b>FY 2024 Budget Amended</b>	<b>FY 2024 Budget Original</b>	<b>% Change (Amended)</b>	<b>% Change (Original)</b>
Board of Commissioners	252,100	244,564	242,780	3.08%	3.84%
County Administration	344,359	341,090	341,090	0.96%	0.96%
Elections/Registrar	523,704	535,440	535,440	-2.19%	-2.19%
General Government	3,568,995	2,049,816	2,131,157	74.11%	67.47%
Finance	793,402	759,170	759,170	4.51%	4.51%
Information Technology	987,335	960,624	962,304	2.78%	2.60%
Human Resources	327,710	296,164	296,164	10.65%	10.65%
Tax Commissioner	636,030	579,069	579,069	9.84%	9.84%
Tax Assessor	851,901	752,675	701,936	13.18%	21.36%
Board of Equalization	12,935	20,695	20,695	-37.50%	-37.50%
Risk Management	705,450	700,447	556,350	0.71%	26.80%
Facilities	1,293,141	1,256,876	1,256,876	2.89%	2.89%
Public Relations	84,192	88,945	88,945	-5.34%	-5.34%
GIS	101,701	131,128	131,128	-22.44%	-22.44%
<b>Total General Government</b>	<b>10,482,955</b>	<b>8,716,703</b>	<b>8,603,104</b>	<b>20.26%</b>	<b>21.85%</b>



# Judicial

	FY 2025 Proposed Budget	FY 2024 Budget Amended	FY 2024 Budget Original	% Change (Amended)	% Change (Original)
Superior Court	767,261	805,998	789,501	-4.81%	-2.82%
Clerk of Court	838,245	852,242	844,029	-1.64%	-0.69%
District Attorney	1,173,525	1,133,308	1,113,308	3.55%	5.41%
Magistrate Court	595,007	554,779	554,779	7.25%	7.25%
Probate Court	458,667	466,207	466,207	-1.62%	-1.62%
Juvenile Court	419,134	411,823	411,823	1.78%	1.78%
Public Defender	699,410	694,803	694,803	0.66%	0.66%
Treatment Court	283,341	224,369	224,369	26.28%	26.28%
<b>Total Judicial</b>	<b>5,234,590</b>	<b>5,143,529</b>	<b>5,098,819</b>	<b>1.77%</b>	<b>2.66%</b>

# Public Safety

	<b>FY 2025 Proposed Budget</b>	<b>FY 2024 Budget Amended</b>	<b>FY 2024 Budget Original</b>	<b>% Change (Amended)</b>	<b>% Change (Original)</b>
Marshals	336,915	353,231	349,480	-4.62%	-3.60%
Fire	3,885,725	3,689,055	3,697,651	5.33%	5.09%
Fire Marshal & Prevention	85,050	70,446	49,550	20.73%	71.64%
EMS	3,961,557	3,821,051	3,826,681	3.68%	3.52%
Coroner	162,518	166,721	166,721	-2.52%	-2.52%
EMA	155,079	158,898	158,898	-2.40%	-2.40%
Humane Society	215,000	182,800	182,800	17.61%	17.61%
<b>Total Public Safety</b>	<b>8,801,844</b>	<b>8,442,202</b>	<b>8,431,781</b>	<b>4.26%</b>	<b>4.39%</b>

# Sheriff

	<b>FY 2025 Proposed Budget</b>	<b>FY 2024 Budget Amended</b>	<b>FY 2024 Budget Original</b>	<b>% Change (Amended)</b>	<b>% Change (Original)</b>
Sheriff	6,710,318	6,110,562	6,110,562	9.82%	9.82%
Sheriff-K-9	44,100	47,726	33,550	-7.60%	31.45%
Sheriff-Jail	5,089,019	4,116,278	4,116,278	23.63%	23.63%
Sheriff-School Traffic Mgmt.	67,000	60,500	60,500	10.74%	10.74%
Sheriff-School Resource Officers	659,183	585,960	585,960	12.50%	12.50%
Sheriff- Donations	-	100,703	-		
Sheriff-Court Services	1,216,216	1,077,103	1,077,103	12.92%	12.92%
Sheriff-Special Event Officers	33,800	22,530	22,530	50.02%	50.02%
<b>TOTAL SHERIFF</b>	<b>13,819,636</b>	<b>12,121,362</b>	<b>12,006,483</b>	<b>14.01%</b>	<b>15.10%</b>

# Public Works

	<b>FY 2025 Proposed Budget</b>	<b>FY 2024 Budget Amended</b>	<b>FY 2024 Budget Original</b>	<b>% Change (Amended)</b>	<b>% Change (Original)</b>
Public Works -Admin	402,221	428,636	425,002	-6.16%	-5.36%
Roads Department	1,961,564	2,005,144	2,005,803	-2.17%	-2.21%
Keep Dawson Co. Beautiful	12,583	14,933	14,933	-15.74%	-15.74%
<b>Total Public Works</b>	<b>2,376,368</b>	<b>2,448,713</b>	<b>2,445,738</b>	<b>-2.95%</b>	<b>-2.84%</b>

# Health & Welfare

	FY 2025 Proposed Budget	FY 2024 Budget Amended	FY 2024 Budget Original	% Change (Amended)	% Change (Original)
Health Department	162,000	162,000	162,000	0.00%	0.00%
Good Shepherd Clinic	30,000	30,000	30,000	0.00%	0.00%
Avita	10,000	10,000	10,000	0.00%	0.00%
CASA	9,000	9,000	9,000	0.00%	0.00%
DFACS	35,300	35,300	35,300	0.00%	0.00%
No one alone (NOA)	5,000	5,000	5,000	0.00%	0.00%
Indigent Welfare	7,000	7,000	7,000	0.00%	0.00%
Senior Center	125,605	133,434	133,434	-5.87%	-5.87%
Senior Services Donations	-	81,643	-	-100.00%	
Medicare Silver Sneakers	6,780	7,306	7,000	-7.20%	-3.14%
<b>Total Health &amp; Welfare</b>	<b>390,685</b>	<b>480,683</b>	<b>398,734</b>	<b>-18.72%</b>	<b>-2.02%</b>

# Recreation & Culture

	FY 2025 Proposed Budget	FY 2024 Budget Amended	FY 2024 Budget Original	% Change (Amended)	% Change (Original)
Park	2,024,165	1,726,317	1,719,172	17.25%	17.74%
Park Donations	-	40,948	-	-100.00%	
Park Women's Club	-	219	-	-100.00%	
Park Pool	51,295	47,989	47,989	6.89%	6.89%
War Hill Park	60,048	102,832	44,267	-41.61%	35.65%
Lake Parks	21,000	20,230	21,000	3.81%	0.00%
Library	509,795	502,309	472,309	1.49%	7.94%
<b>Total Recreation &amp; Culture</b>	<b>2,666,303</b>	<b>2,440,844</b>	<b>2,304,737</b>	<b>9.24%</b>	<b>15.69%</b>

# Housing & Development

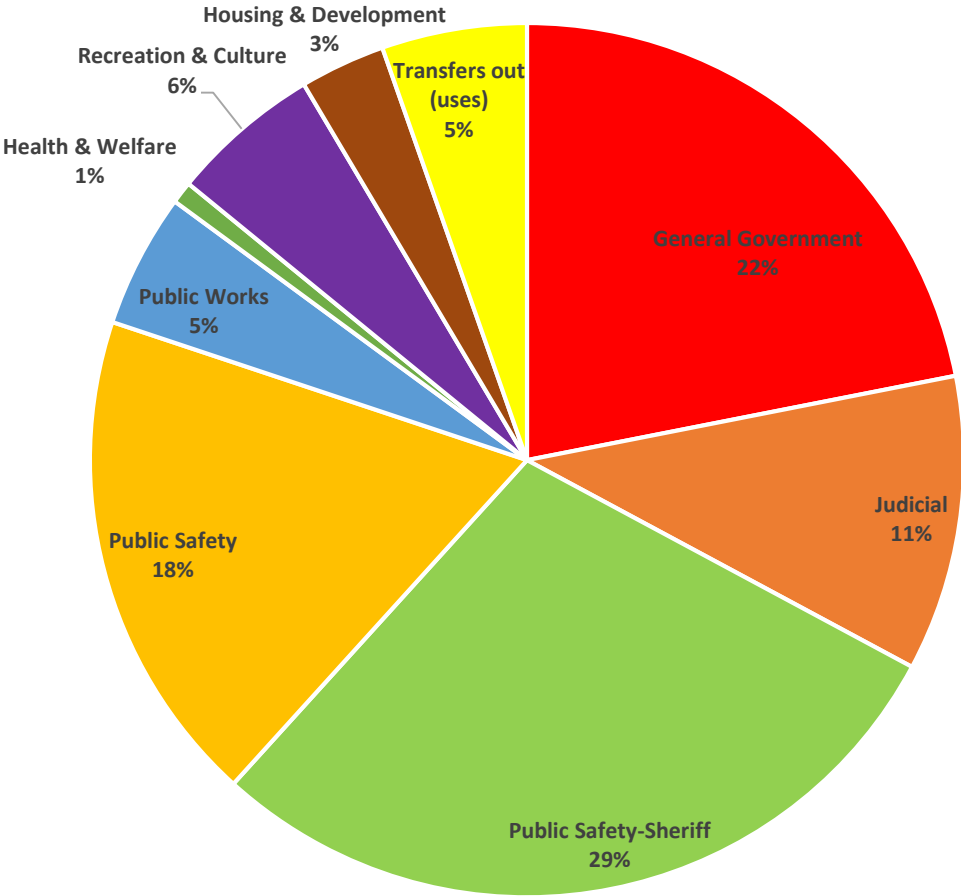
	FY 2025 Proposed Budget	FY 2024 Budget Amended	FY 2024 Budget Original	% Change (Amended)	% Change (Original)
County Extension	105,189	104,034	104,034	1.11%	1.11%
Planning & Development	967,291	973,120	929,885	-0.60%	4.02%
Development Authority	440,000	400,000	400,000	10.00%	10.00%
<b>Total Housing &amp; Development</b>	<b>1,512,480</b>	<b>1,477,154</b>	<b>1,433,919</b>	<b>2.39%</b>	<b>5.48%</b>

# Other financing uses

	FY 2025 Proposed Budget	FY 2024 Budget Amended	FY 2024 Budget Original	% Change (Amended)	% Change (Original)
Transfer out to Family Connection	119,438	72,605	70,925	64.50%	68.40%
Transfer out to Grants	1,009,523	844,768	845,266	19.50%	19.43%
Transfer out to Capital	205,000	663,461	512,000	-69.10%	-59.96%
Transfer out to Fleet	506,890	603,978	528,192	-16.07%	-4.03%
Transfer out to E-911	728,316	757,560	757,560	-3.86%	-3.86%
	<b>2,569,167</b>	<b>2,942,372</b>	<b>2,713,943</b>	<b>-12.68%</b>	<b>-5.33%</b>



# Expenditure allocation



- General Government
- Judicial
- Public Safety-Sheriff
- Public Safety
- Public Works
- Health & Welfare
- Recreation & Culture
- Housing & Development
- Transfers out (uses)

# Proposed budget highlights

- ▶ \$1.2 million in contingency for 5% COLA increase for employees.
- ▶ \$1 million in contingency for merit and longevity increases.
- ▶ Added \$187k for 1% increase to retirement match.
- ▶ \$344,780 for debt service.
- ▶ \$72,379 added to Public Works budget for Employee Incentive Program.

# Proposed new/reclassified positions

Position Requested	Type	Salary		Total Benefit Costs	Computer Cost	Other Equipment Cost	Total Additional Cost
		Provided by HR	Increase				
<b>Community Development</b>							
Community Development Director	New Position	\$ 74,076.00	\$ 74,076.00	\$ 36,923.57	\$ 1,500.00	\$ 2,500.00	\$ 114,999.57
Erosion & Sediment Control Plan Reviewer	New Position	\$ 47,750.00	\$ 47,750.00	\$ 33,593.34	\$ 1,500.00	\$ 1,000.00	\$ 83,843.34
Code Compliance Manager	Position Reclass	\$ 66,933.38	\$ 3,187.30	\$ 403.19	\$ -	\$ -	\$ 3,590.49
Alcohol License Administrator	Position Reclass	\$ 45,427.20	\$ 2,163.20	\$ 273.64	\$ -	\$ -	\$ 2,436.84
Development Services Rep I	Position Reclass	\$ 39,115.44	\$ 1,862.64	\$ 235.62	\$ -	\$ -	\$ 2,098.26
Building Inspections Manager	Position Reclass	\$ 72,522.11	\$ 3,453.43	\$ 436.86	\$ -	\$ -	\$ 3,890.29
<b>Coroner</b>							
Additional Deputy Coroner	New Position	\$ 15,730.85	\$ 15,730.85	\$ 1,257.41	\$ -	\$ 2,250.00	\$ 19,238.26
<b>County Administration</b>							
Deputy County Clerk	New Position	\$ 2,750.00	\$ 2,750.00	\$ 347.88	\$ -	\$ 2,500.00	\$ 5,597.88
<b>Emergency Services</b>							
PT Admin Assistant	Temporary to Permanent Reclass	\$ 29,440.32	\$ 29,440.32	\$ 2,306.18	\$ -	\$ -	\$ 31,746.50
<b>Finance</b>							
PT Ambulance Billing Accountant	New Position	\$ 31,828.16	\$ 31,828.16	\$ 2,488.85	\$ 1,500.00	\$ -	\$ 35,817.01
<b>Human Resources</b>							
Administrative Assistant	New Position	\$ 35,630.40	\$ 35,630.40	\$ 32,060.21	\$ 1,650.00	\$ 850.00	\$ 70,190.61

<b>Position Requested</b>	<b>Type</b>	<b>Salary Provided by HR</b>	<b>Increase</b>	<b>Total Benefit Costs</b>	<b>Computer Cost</b>	<b>Other Equipment Cost</b>	<b>Total Additional Cost</b>
<b>Park &amp; Rec</b>							
Outdoors Recreation / Lake Parks Manager	New Position	\$ 41,249.00	\$ 41,249.00	\$ 32,770.96	\$ -	\$ -	\$ 74,019.96
Park Maintenance Worker	New Position	\$ 29,314.00	\$ 29,314.00	\$ 31,261.18	\$ -	\$ -	\$ 60,575.18
<b>Probate Court</b>							
Probate Clerk	New Position	\$ 30,780.00	\$ 30,780.00	\$ 31,446.63	\$ -	\$ -	\$ 62,226.63
<b>Public Defender</b>							
Administrative Assistant	New Position	\$ 35,630.00	\$ 35,630.00	\$ 32,060.16	\$ 1,500.00	\$ 1,000.00	\$ 70,190.16
<b>Sheriff</b>							
Detention Officer	New Position	\$ 40,556.88	\$ 40,556.88	\$ 32,683.41	\$ 3,545.00	\$ 10,282.28	\$ 87,067.57
Detention Officer	New Position	\$ 40,556.88	\$ 40,556.88	\$ 32,683.41	\$ 3,545.00	\$ 10,282.28	\$ 87,067.57
<b>Tax Commissioner</b>							
Deputy Tax Commissioner	New Position	\$ 45,468.80	\$ 45,468.80	\$ 33,304.76	\$ -	\$ -	\$ 78,773.56
<b>TOTAL</b>		<b>\$ 724,759.42</b>	<b>\$ 511,427.86</b>	<b>\$ 336,537.26</b>	<b>\$ 14,740.00</b>	<b>\$ 30,664.56</b>	<b>\$ 893,369.68</b>

These positions are not included in the presented budget

# OTHER FUNDS FY 25 PROPOSED BUDGETS

# Capital Projects Fund

- ▶ \$205,000 in proposed FY 25 budget.
  - \$100,000      Recycling center canopy
  - \$ 55,000      Security cameras for parks
  - \$ 50,000      Fire hose replacement

# SPLOST VI

SPLOST VI collections ended June 30, 2021.

Remaining funds to be spent in FY 25.

Proposed FY 25 Budget= \$1,610,000

Items:

\$ 25,000	Engineering for landfill methane relocation
20,000	Computers, I-pads and IT equipment
250,000	Repave Fire Station I parking lot
15,000	Engineering for PW facility pole shed
<u>1,300,000</u>	Planned park improvements
<b>\$ 1,610,000</b>	<b>Total</b>

# SPLOST VII

- ▶ SPLOST VII Collections began July 1, 2021.
- ▶ \$12,000,000 in sales tax revenue budgeted to be received in 2024.



# SPLOST VII Projects

## SPLOST VII BUDGET/PLAN OF PROJECTS FOR FY 2025

E911 Radio System	\$8,000,000	
EOC Building	4,000,000	
Vehicles	200,000	includes \$36k for IT truck and \$40k for 2 gators for Parks
Park Improvements	1,720,000	
Office for IT/Facilities	500,000	
Fire Station	3,000,000	
LEC Roof	400,000	
IT equipment	300,000	
Sheriff vehicles	500,000	\$250k for SWAT and \$250k for patrol vehicles
Fire vehicle	750,000	
Payments to Dawsonville	1,584,000	
EMS	460,000	
PW Road projects	3,000,000	
PW Equipment replacement	300,000	
Health Department	2,495,000	
<b>TOTAL FOR FY 25</b>	<b><u><u>\$ 27,209,000</u></u></b>	

# T- SPLOST

- ▶ New 1 cent sales tax that is solely dedicated to transportation projects.
- ▶ FY 25 budget = \$12,200,000
- ▶ Budget includes \$250,000 for T SPLOST Project Management.

# Impact Fees

- ▶ Total FY 25 proposed budget=\$1,735,000

\$ 1,600,000	Contingency
35,000	Books and materials for library
<u>100,000</u>	Wildland fire PPE
<b>\$ 1,735,000</b>	<b>Total</b>

# Grants

<u>GRANT NAME</u>	<u>GRANT BUDGET</u>	<u>COUNTY MATCH/BUDGET</u>
Treatment Court	250,157	In kind
Match for potential grants	50,000	50,000
K-9	112,204	
H.E.A.T. Grant	132,852	53,141
VAWA	100,000	25,000
Bulletproof Vest Grant	5,000	2,500
GA Forestry	10,000	5,000
EMPG	15,568	7,845
EMS Trauma Equipment Grant	6,000	
Hazard Mitigation	96,695	5,802
LMIG	710,985	213,296
Legacy Link	590,000	450,000
Legacy Link (Respite Care)	26,700	10,000
DOT Capital Grant	12,000	12,000
Transit	350,000	175,000
<b>Totals</b>	<b>\$ 2,468,161</b>	<b>\$ 1,009,584</b>

# All Funds Proposed Budgets

<b>FUND</b>	<b>FY 2025 Proposed Budget</b>	<b>FY 2024 Amended Budget</b>	<b>% Change</b>
General Fund	47,854,028	44,213,562	8.23%
D.A.T.E Fund	25,000	25,000	0.00%
Jail Fund	40,000	40,000	0.00%
LVAP (Crime Victims)	19,000	19,000	0.00%
Law Library	22,000	22,000	0.00%
Family Connection	175,688	305,455	-42.48%
Inmate Welfare	85,000	85,000	0.00%
DA Forfeiture	1,900	1,900	0.00%
Confiscated Assets -Sheriff	10,700	10,700	0.00%
Emergency 911	1,400,316	1,310,560	6.85%
ARPA Local Fiscal Recovery	-	1,294,627	-100.00%
Multiple Grants Fund	2,468,161	2,610,645	-5.46%
Hotel-Motel Tax	855,000	750,000	14.00%
SPLOST VI	1,610,000	2,700,000	-40.37%
SPLOST VII	27,209,000	22,115,726	23.03%
T-SPLOST	12,200,000	62,500	19420.00%
Capital Projects	205,000	1,376,808	-85.11%
Solid Waste	755,000	892,007	-15.36%
Fleet & Fuel	508,015	605,103	-16.04%
Inmate Escrow	80,000	80,000	0.00%
Impact Fees	1,735,000	1,686,918	2.85%
<b>TOTAL ALL FUNDS</b>	<b>97,258,808</b>	<b>80,207,511</b>	<b>21.26%</b>

# FY 2025 Public Budget Hearings

- ▶ Thursday, November 7, 2024 – Public Comment on Proposed FY 2025 Budget during Work Session
- ▶ Thursday, November 7, 2024 – Public Comment on Proposed FY 2025 Budget during Voting Session
- ▶ Thursday, November 21, 2024 – Public Comment on Proposed FY 2025 Budget during Voting Session
- ▶ At the November 21, 2024 Voting Session, the Board will consider and may adopt the FY 2025 Budget.

# In closing.....

Thank you to fellow BOC members, elected officials, department heads and agencies, and their staff, in their assistance with this budget process.





## DAWSON COUNTY ANNOUNCEMENT AND ADVERTISEMENT REQUEST

<b>Submitting Department:</b>	BOC	<b>Department Contact Name:</b>	Kristen Cloud
<b>Submittal Date:</b>	09.30.2024	<b>Run Dates:</b>	10.09.24 and 10.30.24
<b>Ad Description:</b>	Notice	<b>Section of Paper:</b>	Legals and Display (A Section)
<b>Name of Paper:</b>	Legal Organ – Dawson County News	<b>Do you want your ad online?</b>	Yes

### Notice of Public Hearings

Notice is hereby given that public hearings shall be held by the Dawson County Board of Commissioners at the Dawson County Government Center, 25 Justice Way, Assembly Room 2303 (2<sup>nd</sup> floor), Dawsonville, Georgia, as follows:

- October 17, 2024      Chairman’s FY 2025 Proposed Budget Presentation – Work Session
- November 7, 2024      Budget Public Hearing #1 – Work Session
- November 7, 2024      Budget Public Hearing #2 – Voting Session
- November 21, 2024      Budget Public Hearing #3 / Tentative Budget Adoption – Voting Session

BOC work sessions begin at 4 p.m. and voting sessions immediately follow.

**O.C.G.A. § #**

**Department Head Approval:**





## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Dawson County Library

Work Session: October 17, 2024

Prepared By: Leslie Clark/Melissa Hawk

Voting Session: November 7, 2024

Presenter: Leslie Clark

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: Second Georgia Public Library Services Major Repair and Renovation Grant

**Background Information:**

The BOC approved the first Georgia Public Library Services Major Repair and Renovation Grant on June 6, 2024, in the amount of \$250,000 with a 10% match, to be funded from Impact Fees. The grant will fund the bulk of a major repurpose renovation for the current library on Allen Street.

**Current Information:**

The price of the renovation is expected to be higher than the initial grant; therefore, applied for additional state funding. The Chestatee Regional Library System has received a second Georgia Public Library Services Major Repair and Renovation Grant in the amount of \$247,000, with a 10% match. I am requesting that the BOC approve and additional \$24,700 to cover this match.

**Budget Information:**

Applicable: \_\_\_\_\_ Not Applicable: \_\_\_\_\_

Budgeted: Yes \_\_\_\_\_ No \_\_\_\_\_

Fund	Department	Account #	Budget	Balance	Requested	Remaining

\*If this is a personnel-related request, has it been reviewed by Human Resources? \_\_\_\_\_

\*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion: Staff respectfully requests the BOC accept the second grant, in the amount of \$247,000, and approve the match of \$24,700.

Department Head Authorization: \_\_\_\_\_

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

Finance Department Authorization: Vickie Neikirk

Date: 10/8/24

County Manager Authorization: J. Leverette

Date: 10/8/24

Comments/Attachments: \_\_\_\_\_



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Public Works

Work Session: October 17, 2024

Prepared By: Robert W. Drewry

Voting Session: November 7, 2024

Presenter: Robert W. Drewry

Public Hearing: Yes  No

Agenda Item Title: Presentation of Memorandum of Agreement with the Georgia Department of Transportation for lighting on State Route 9 for the Dawson County Middle School.

**Background Information:**

The entrance into the Dawson County Middle School on State Route 9 has limited lighting. Staff asked Georgia Power to provide a plan to improve the lighting at this intersection. The plan includes the install of a new pole on the east side of this intersection with an LED fixture and the install of an additional LED fixture on an existing pole on the west side of this intersection. The Middle School has existing light fixtures on poles into the driveway to the school.

The County will pay a monthly rate for the lights. Because the work is located on State Route 9, Georgia Power requires the County to execute a standard MOA with the GDOT to authorize the proposed lighting work. The MOA acknowledges the County will pay for the installation, energy costs and operation of the lights.

**Current Information :**

In order to proceed with the lighting, the Board must authorize the Chairman to execute the MOA with the GDOT.

**Budget Information:**

Applicable:  Not Applicable:

Budgeted: Yes  No

Fund	Department	Account #	Budget	Balance	Requested	Remaining

\*If this is a personnel-related request, has it been reviewed by Human Resources?

\*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion: Board authorize the Chairman to execute a Memorandum of Agreement with the Georgia Department of Transportation for the install on lights on State Route 9 at the Middle School entrance.

Department Head Authorization: RWD

Date: 10/07/2024

Finance Department Authorization: Vickie Neikirk

Date: 10/7/24

County Manager Authorization: J. Leverette

Date: 10/7/24

Comments/Attachments: MOA and lighting plan

**MEMORANDUM OF AGREEMENT**

**FOR**

**ROADWAY LIGHTING ON STATE ROUTE 9 at WOODBROOK FARM ROAD FOR  
DAWSON COUNTY MIDDLE SCHOOL, DAWSONVILLE, GA, DAWSON COUNTY**

**CONSISTING OF**

Two (2) new 181W Archeon luminaries on one (1) new pole and one (1) existing pole for roadway lighting by Permit No. U-085-001557-1 along State Route 9 at Woodstock Farm Road for intersection lighting at Dawson County Middle School, for Dawson County Commissioners, Dawsonville, GA, Dawson County.

**BETWEEN**

Dawson County, acting by and through its Board of Commissioners, hereinafter called the **COUNTY**, and the Department of Transportation, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**.

**RELATIVE TO**

The **COUNTY** is requesting to install two (2) new 181W luminaries on one (1) new pole and one existing pole by Permit No. U-085-001557-1 along State Route 9 at Woodstock Farm Road for intersection lighting at Dawson County Middle School, for Dawson County Commissioners, Dawsonville, GA, Dawson County

**I. IT IS THE INTENTION OF THE PARTIES:**

A. That the **COUNTY**, only to the extent that it may be bound by contracts that may hereafter be entered into, shall be responsible for the following:

1. The **COUNTY** shall Install, Locate, Provide the Energy, Operate, Maintain and Design additional roadway lighting in accordance with the Georgia Department of Transportation's Design Policy Manual, to install

two (2) new 181W luminaries on one (1) new pole and one existing pole by Permit No. U-085-001557-1 along State Route 9 at Woodstock Farm Road for intersection lighting at Dawson County Middle School, for Dawson County Commissioners, Dawsonville, GA, Dawson County

2. The **COUNTY**, in its operation and maintenance of the lighting systems, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the **DEPARTMENT**.

3. The **COUNTY** shall at all times indemnify and save harmless the **DEPARTMENT** and the State of Georgia, to the extent allowed by law, from any and all responsibility for damages or liability, or both, which may result from the installation, construction, reconstruction, operation, maintenance or repair, or any combination of any of the foregoing.

4. The **COUNTY** assumes full responsibility for the requirements of the Georgia Utility Facility Protection Act.

**II. IT IS FURTHER AGREED**, that the **DEPARTMENT**, only to the extent that it may be bound by contracts which may hereafter be entered into, shall reserve the right to remove the aforementioned lighting upgrades in the event that the **COUNTY** elects to de-energize or fails to properly maintain any individual component within the systems or the complete system(s) including poles, mast arms, luminaires, foundations and associated

wiring. In addition, the **DEPARTMENT** reserves the right, at its sole discretion, to remove or replace any lighting upgrades where the public safety is at any time compromised by the actions or inactions of the **COUNTY**.

**III. IT IS FURTHER AGREED** that this Agreement shall remain in effect for a period of fifty (50) years.

**IV. IT IS FURTHER AGREED**, the covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

This document is a **Memorandum of Agreement** expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity, which the party is required by law to contract to undertake as part of any other program, which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or any other activity.

IN WITNESS WHEREOF, the parties hereto have executed this **Memorandum of Agreement** to be executed by their duly authorized officials, and their respective seals attached hereto.

Signed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
202\_, in the presence of:

GEORGIA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
STATE UTILITIES ENGINEER

\_\_\_\_\_  
WITNESS

-----  
**REQUESTED BY: DAWSON COUNTY, GEORGIA**

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

(OFFICIAL SEAL-DAWSON COUNTY, GA.)

SWORN TO AND SUBSCRIBED BEFORE  
ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
202\_.


This Agreement approved by the  
Board of Commissioners at a meeting  
held at \_\_\_\_\_ on  
the \_\_\_ day of \_\_\_\_\_, 202\_.

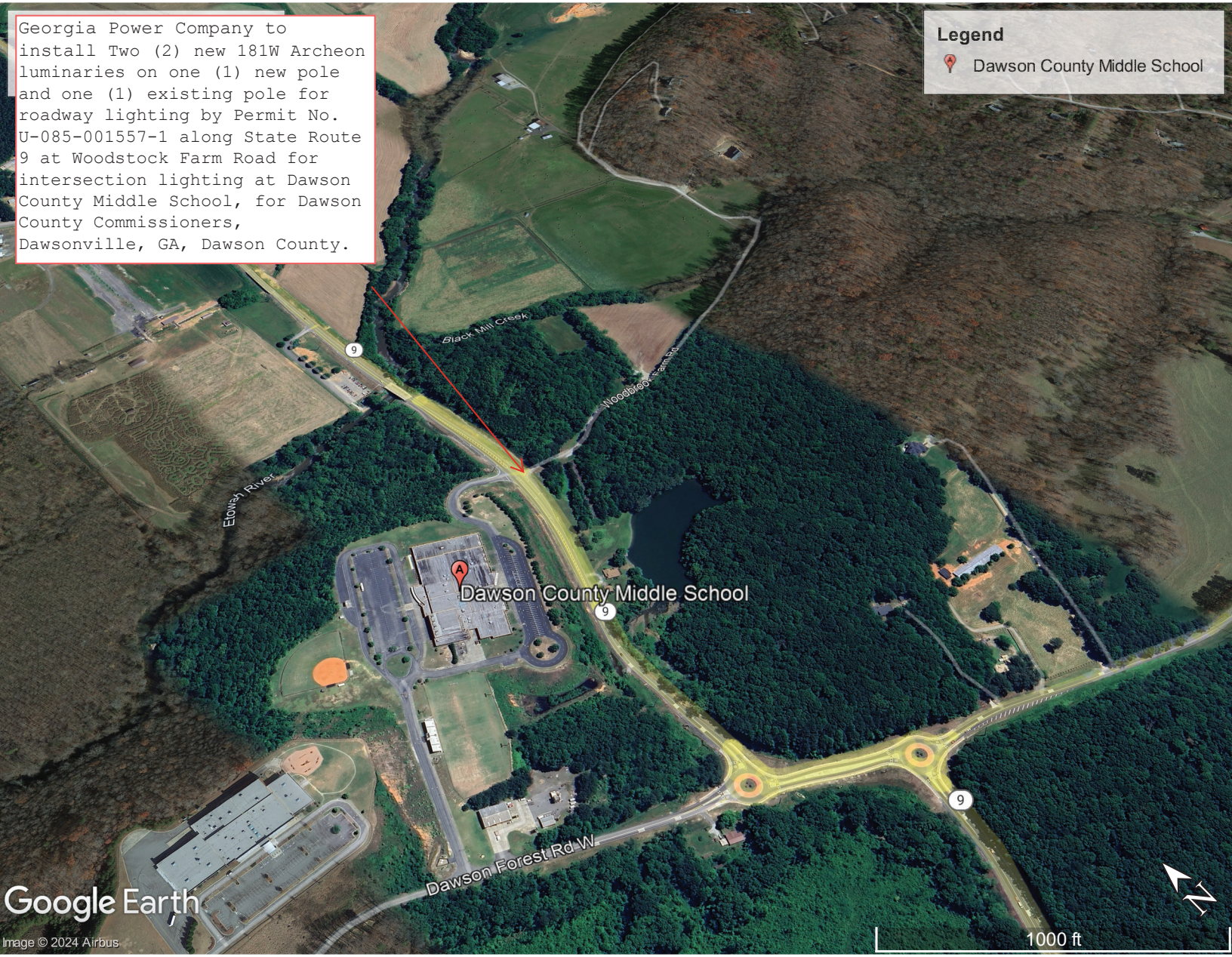
Attest:  
BY: \_\_\_\_\_  
Board Secretary

9/24/2024 CW rvsd

Georgia Power Company to install Two (2) new 181W Archeon luminaries on one (1) new pole and one (1) existing pole for roadway lighting by Permit No. U-085-001557-1 along State Route 9 at Woodstock Farm Road for intersection lighting at Dawson County Middle School, for Dawson County Commissioners, Dawsonville, GA, Dawson County.

**Legend**

-  Dawson County Middle School



Google Earth

Image © 2024 Airbus





2294 Skelton Rd  
Gainesville, GA 30501



August 27, 2024

Robert Drewry  
Dawson County  
5126 Highway 9  
Dawsonville, GA 30534

Thank you for the opportunity for Georgia Power Company to provide a site lighting proposal.

**Georgia Power Company proposes the following:**

- Install (2) 280-watt LED Area Fixtures
- Install (1) 30' wood pole
- Install approximately (375') of overhead conductor
- All lights will be controlled by a dusk to dawn photocell.

The new monthly fee for this lighting system will be **\$150.00** and no upfront construction or installation fee.



There is a minimum 1-month agreement period for the lighting. At the end of the initial 1-month period the lighting contract moves to a month-to-month agreement with no change in pricing.

Please inform me of your decision and I will prepare the appropriate paperwork. This proposal is valid for (30) days from the above date. Thank you for the opportunity to serve your lighting needs.

Sincerely,

Ben Jones  
404-764-9823 (cell)

# Lighting Services Agreement



Project # LP97670

Customer Legal Name DAWSON COUNTY BOARD OF COMMISSIONER DBA COMMISSIONER  
 Service Address 5126 Highway 9 DAWSONVILLE GA 30534 County Dawson - GA  
 Mailing Address 25 JUSTICE WAY STE 2220 DAWSONVILLE GA 30534  
 Email \_\_\_\_\_ Tel # 706-344-3500 Alt Tel # \_\_\_\_\_  
 Tax ID# \_\_\_\_\_ Business Description Government

Existing Customer Yes  No  If Yes (and if possible), does customer want the Service added to an existing account? Yes  No  If Yes, which Account Number? \_\_\_\_\_

Selected Components				
Action	Qty	Wattage	Type	Description
INS	2	280	LED	Area

<b>Service Cost (\$)</b>	<b>Regulated Cost (\$)*</b>	<b>Monthly Cost (\$)*</b>	<b>Term (Months)</b>	1
\$124.68	\$25.32	\$150.00		

\* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

**Project Notes:**

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.  
 Customer also agrees to allow removal of existing lights. Yes  N/A

Type	Customer	Tariff	Content	Pre-Payment (\$)
NESC	Gov	EOL	NLC	\$0.00

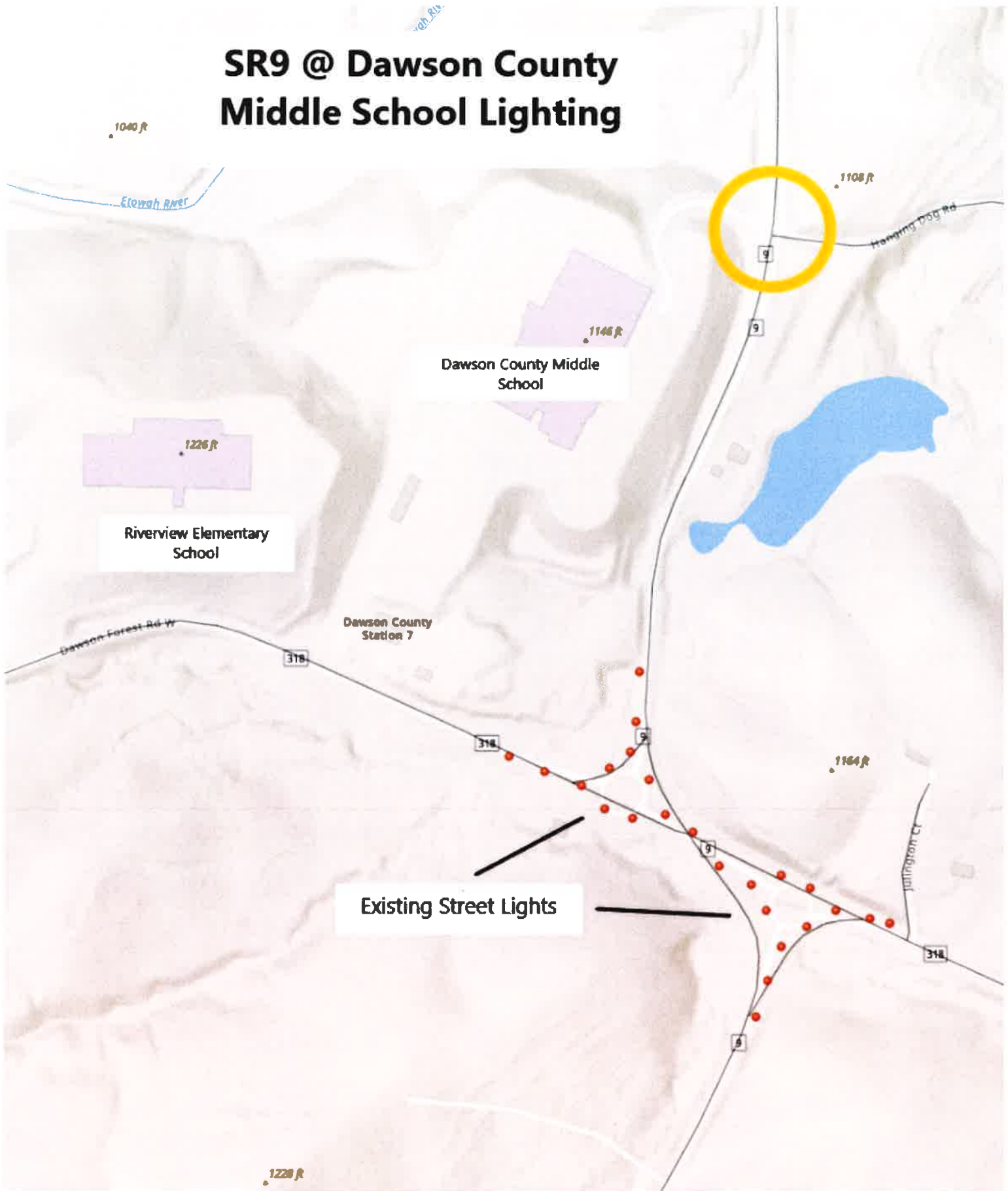
Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization		Georgia Power Authorization	
Signature:	<i>J.S. LeVerette</i>	Signature:	
Print Name:	J.S. LEVERETTE	Print Name:	Benjamin Jones
Print Title:	COUNTY MANAGER	Print Title:	Account Exec
Date:	8/28/24	Date:	

## TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement (“Agreement”) establishes the terms and conditions under which Georgia Power Company (“GPC”) will provide lighting and related service (collectively, the “Service”) to the customer identified on Page 1 (“Customer”) at the Service Address shown on Page 1 (the “Premises”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “GPC Assets”) for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “Term.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “GPC Activity”). Customer represents or warrants that it has the right to permit GPC to perform the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
  - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
  - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“Dig Law”), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
  - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“Unforeseen Condition”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“UPC”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “include(ing)” means “include, but are not limited to” or “including, without limitation”; (ii) “or” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “e.g.” means “for example, including, without limitation”; and (iv) “written” or “in writing” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

# SR9 @ Dawson County Middle School Lighting







## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Services

Work Session: 10-17-2024

Prepared By: Dawn Johnson

Voting Session: 11-7-2024

Presenter: Dawn Johnson

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: Presentation of FY 2025 Legacy Link Contract

**Background Information:**

Legacy Link is our Area on Aging resource connection. They administer funds for Dawson County for the programs we serve, including Meals on Wheels, Congregate Meals, Respite Care, Wellness, Fitness, etc.

**Current Information:**

For FY 2024, Legacy Link has estimated funding through the Older Americans Act and other funding sources at \$171,338. The contract is similar to past contracts, but with an increase.

Budget Information: Applicable: Not Applicable: Budgeted: Yes X No \_\_\_\_\_

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	5520					

Recommendation/Motion: Approval of FY 2025 Legacy Link Contract on November 7, 2024.

Department Head Authorization: Dawn Johnson

Date: 10-7-2024

Finance Dept. Authorization: Vickie Neikirk

Date: 10/7/24

County Manager Authorization: J Leverette

Date: 10/7/24

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**



September 16, 2024

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

Dear Mr. Thurmond:

Please disregard the initial contract sent as there was a change. Enclosed are two (2) original copies of the Nutrition Program Services Contract for FY-2025 between The Legacy link, Inc. and the Dawson County Commission. This Contract is for the period of July 1, 2024 – June 30, 2025.

After the contracts have been reviewed and approved, please sign, and notarize both copies and return both copies to The Legacy Link, Inc., Ms. Melissa Armstrong, Chief Executive Officer/AAA Director of The Legacy Link, Inc., will also sign them. A fully executed copy will then be returned to your office.

Please let me know if you have any questions about the enclosed. My phone number is (678) 710-6894 or email me at [tnguyen@legacylink.org](mailto:tnguyen@legacylink.org). We are pleased to continue working with the Dawson County Commission to provide quality services to the elderly citizens of the Georgia Mountains region.

Sincerely,

Tony Nguyen  
Finance Manager

Enclosure



Parties: The Legacy Link, Inc.  
P.O. Box 1480  
4080 Mundy Mill Road  
Oakwood, Georgia 30566  
Phone No: 770-538-2650

Dawson County Commission  
25 Justice Way, Suite 2313  
Dawsonville, Georgia 30534  
Phone No: 706-344-3501

Subject: Nutrition Program

Term: July 1, 2024 to June 30, 2025

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**AGREEMENT**

THIS AGREEMENT entered into this First day of July, 2024 between THE LEGACY LINK, INC., hereinafter referred to as the "Legacy", and the DAWSON COUNTY COMMISSION, hereinafter referred to as the "Contractor".

**W I T N E S S E T H:**

WHEREAS, the Legacy has entered into an Agreement with the Department of Human Services of the State of Georgia for the purpose of carrying out a component of the Legacy Link, Inc., Area Agency on Aging Plan; and

WHEREAS, this component of said Area Plan on Aging is the provision of Nutrition and Nutrition Screening services to the elderly; and

WHEREAS, this component of said Area Plan also includes the provision of Alzheimer Respite; and

WHEREAS, this component of said Area Plan also includes the provision of Transportation services to the elderly; and

WHEREAS, this component of said Area Plan on Aging is the provision of Material Aid-Individual services to the elderly;

WHEREAS, the Legacy and the Contractor desire to enter into an Agreement to provide Wellness services in Dawson County;

WHEREAS, the Legacy and the Contractor desire to enter into an Agreement to provide the aforementioned Nutrition, Nutrition Screening, Alzheimer Respite, and Transportation, Material Aid-Individual, and Wellness services in Dawson County;

NOW, THEREFORE, in consideration of the mutual promises

contained herein, the parties hereto do hereby agree as follows;

1. Term. The term of this Agreement shall be from July 1, 2024 to 12:00 Midnight, Eastern Daylight Time, June 30, 2025.

2. Description of Services. The Contractor shall, in a satisfactory and proper manner as determined by the Legacy, perform the services described below with preference given to low income minority and rural elderly.

(a) Operation of one (1) nutrition program site to be located in Dawson County;

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 8,000 units of congregate nutrition services to 80 elderly persons, 32,099 units of home-delivered nutrition services to 139 elderly persons, providing client assessment for services, nutrition education and any other activities which seem necessary to educate and inform the elderly of services in the community and/or to bring independence and dignity into their lives.

(c) Provide Alzheimer Respite Services for elderly persons in Dawson County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2024 to June 30, 2025. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 2,936 units of Alzheimer Respite services to 5 persons in Dawson County. The hours of operation for Alzheimer Respite services are Mondays, Wednesday, and Friday from 10:00 a.m. to 02:00 p.m.

(d) Provide Transportation services for elderly persons in Dawson County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2024 to June 30, 2025. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 10,018 units of Transportation services to 80 persons.

~~(e) Provide 6,697 units of support services material side~~

~~individual services to 180 elderly persons and 2,936 units of caregiver services material aide individual services to 5 persons.~~

(f) Provide Wellness services for elderly persons in Dawson County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2024 to June 30, 2025. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 538 units of Lifestyle Management services to 75 persons; a total of 32 units of Nutrition Education services to 200 persons; a total of 625 units of Physical Activity services to 100 persons; a total of 26 units of Program Awareness/Prevention services to 30 persons in Dawson County.

3. Supervision and Administration. The intent of the parties being that all funds provided hereunder to the Contractor be utilized for the provision of services, the Contractor shall be responsible for all administrative support incurred in the provision of the above mentioned services and shall provide supervision and administration necessary for the provision of said services, and shall provide all costs of administrative support, supervision and administration in not less than the dollar amount specified in The Legacy Link Area Agency on Aging plan and continuation proposal for July 1, 2024 to June 30, 2025.

4. Reports.

(a) A financial report containing a statement of all expenditures for the preceding month, a statement of cumulative expenditures under the Agreement to date, and a statement of all unexpended funds on hand shall be submitted by the Contractor to the Legacy by the fifth business day of the following month commencing with a report for the month of July, 2024.

(b) A program report describing services rendered pursuant to this Agreement during the preceding month shall be submitted by the Contractor to the Legacy on or before the fifth business day of the following month commencing with a report for the month of July, 2024.

(c) All reports shall be prepared on such forms and in such a

manner as shall be prescribed by the Legacy.

(d) The Legacy reserves the right to refuse to accept or honor any report not timely filed.

5. Compensation.

(a) Subject to the timely filing of the reports described in paragraph four (4), and subject to payment by the Department of Human Services to the Legacy of the appropriate funds, the Legacy shall, on or before the twenty fifth day of each month commencing with the month of August, 2024, reimburse the Contractor for actual expenditures made pursuant to the Agreement for each preceding month based on the aforementioned financial report.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Sixty-Two Thousand Eight Hundred Eighty Four Dollars (\$62,884.00). The Legacy agrees to provide federal and state funds for congregate meals in the amount of Twenty Seven Thousand Seventy-One Dollars (\$27,071.00) and federal and state funds for home-delivered meals in the amount of Thirty-Five Thousand Eight Hundred Thirteen Dollars (\$35,813.00).

(c) The total compensation paid by the Legacy to the Contractor for Alzheimer Respite services pursuant to this agreement shall not exceed Sixteen Thousand Two Hundred Fifty-Seven Dollars (\$16,257.00)

(d) The total compensation paid by the Legacy to the Contractor for Transportation services pursuant to this Agreement shall not exceed Eleven Thousand Twenty-One Dollars (\$11,021.00).

~~(e) The total compensation paid by the Legacy to the Contractor for Material Aid Other Individual services pursuant to this agreement shall not exceed Six Thousand Two Hundred Ninety Four Dollars (\$6,294.00).~~

~~(f) The total compensation paid by the Legacy to the Contractor for Wellness services pursuant to this Agreement shall not exceed Four Thousand Four Hundred Seventy Six Dollars (\$4,476.00).~~

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Four Thousand Seven Hundred Fourteen Dollars (\$4,714.00) will be available for nutrition site operations, One Thousand Eight Hundred Six Dollars (\$1,806.00) for Alzheimer services, One Thousand Three Hundred Sixteen Dollars (\$1,316.00) for Transportation Services, Four Hundred and Two dollars (\$402.00) for Material Aid Other Individual services, and Three Hundred Seventy Two Dollars (\$372.00) for Wellness Services.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 8,000 congregate and 32,099 home-delivered meals.

The minimum cash requirement for the term of the Agreement being Twenty Two Thousand Ninety Three Dollars (\$22,093.00) for congregate meals and One Hundred Thirty Two Thousand Nine Hundred Eighty Eight Dollars (\$132,988.00) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being Five Hundred Forty One Thousand Three Hundred Sixty Nine Dollars (\$541,369.00).

(c) Any donations collected during the term of this Agreement which are in excess of the local cash requirement must be used by the Contractor to expand services under this Agreement.

7. Unexpended Funds. Upon expiration or termination of this Agreement for any reason, all unexpended funds held by the Contractor shall revert immediately to the Legacy.

8. Right to Withhold Payment. The Legacy reserves the right to withhold contract payments under this Agreement if it appears to the Legacy that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this agreement, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or require improvement at the discretion of the Legacy in the programmatic performance of service delivery.

9. Collection of Audit Exceptions. The Contractor agrees that the Legacy may withhold net payments equal to the amount which has been identified by an audit notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Legacy for the total exception by check.

10. Compliance with Laws and Regulations; Incorporation of Documents and Laws. The contracts and other documents, and the federal and state laws, regulations, guidelines, opinions, and standards listed below, as now or hereafter amended, are hereby incorporated into and made a part of this Agreement by reference. The Contractor shall comply with all of the foregoing in undertaking all of the obligations and duties assumed by it under this Agreement. The Contractor further assumes responsibility for full compliance with such laws, regulations, guidelines, opinions, and standards and agrees to fully reimburse the Legacy for any loss of funds or other resources resulting from noncompliance on the part of the Contractor, its agents, servants, or employees. The following documents are incorporated into, and made a part of, this Agreement by reference thereto:

(a) The Legacy Link, Inc., Area Agency on Aging Plan for July 1, 2024 to June 30, 2025.

(b) Agreement between the Legacy and the Georgia Department of Human Services to implement applicable provisions of the Older Americans Act of 1965, as amended.

(c) Georgia Office of Aging Title III Manual of Policies and Procedures

(d) 45 CFR - Part 74 Administration of Grants;

(e) Official Code of Georgia Annotated Sections 45-10-20 through 45-10-28 (Conflict of Interest);

(f) 45 CFR - Part 80 Civil Rights;

(g) 45 CFR - Part 92;

(h) Office of Management and Budget, Circular A-102;

(i) The "Single Audit Act of 1984" (PL 98-502);

(j) Reimbursement of travel expenses under this Agreement must not exceed rates in Statewide Travel Regulations.

(k) Section 1352 of PL 101-12 Prohibitions and Requirements Related to lobbying);

(l) Opinions of the Attorney General of Georgia;

(m) All other applicable federal, state and local laws, ordinances, resolutions and regulations.

11. Purchasing. All of the Contractor's purchases of supplies, equipment or services under this Agreement must be accomplished in accordance with 45 CFR - Part 74 Administration of Grants.

12. Maintenance of Records. The Contractor shall maintain such records and accounts, including property, personnel, and financial reports as deemed necessary by the Legacy to assure a proper accounting of all program funds, including both federal and nonfederal matching funds expended to enable the Legacy to comply with all federal and state financial accountability requirements. Contractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claims or audit is started before the expiration of seven years, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. These records shall be retained in a manner and for the period specified in 45 CFR - Part 74 Administration of Grants.

(a) At any time during normal business hours and as often as the Legacy may deem necessary, there shall be made available to the Legacy all of the Contractor's records with respect to all matters covered by this Agreement, and the Contractor will permit the Legacy or its designated representative to audit, examine and make excerpts from invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

13. Property. A property inventory record, including source of

funds for acquisition, date of acquisition, cost of acquisition, description, model and serial numbers, shall be maintained accurately by the Contractor in such form and manner as shall be specified by the Legacy on all non-expendable items of personal property acquired in whole or in part with funds disbursed pursuant to this Agreement. The Contractor shall report the acquisition of any property to the Legacy on Department of Human Services Form #5111. This report shall be made within 30 days of acquisition. Upon termination of this Agreement, an inventory report will be submitted to the Legacy for determination by the Legacy as to disposition of the personal property. The Contractor shall be responsible for reporting to the Legacy the loss, damage, theft or destruction of any property and for replacing and repairing such items.

14. Intangible Property, Inventions, Patents and Copyrights. The Contractor agrees that if patentable items, patent rights, processes, or inventions are produced in the course of work funded by this contract, to report such facts in writing promptly and fully to the Legacy. The Federal agency and the Georgia Department of Human Services shall determine whether protection on the invention or discovery shall be sought. The Federal agency and the Georgia Department of Human Services will also determine how the rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Public Law 96-517, OMB Circular A-124 as printed in 47 FR 7556.

15. Non-discrimination in Employment or Services.

(a) The Contractor agrees that it shall not discriminate against any persons in the provision of any services or in any terms or conditions of employment on the basis of political affiliation, race, color, religion, national origin, sex, age or handicap and will comply with all applicable Federal and State laws, rules, regulations and guidelines prohibiting discrimination.

(b) The Contractor shall adopt and implement an acceptable Affirmative Action Plan and shall furnish to the Legacy a copy of such plan.



(c) The Contractor further agrees that where the Legacy is bound to compliance in any matter related to this Contract the Contractor will comply and will take such measures as the Legacy or the above laws, rules, guidelines and regulations indicate as being required to assure compliance.

(d) It is expressly understood that upon receipt of evidence of any such discrimination, the Legacy shall have the right to immediately terminate this Agreement.

(e) The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities or services for clients with disabilities. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

16. Workers' Compensation Insurance. The Contractor warrants to the Legacy that adequate workers' compensation insurance in the amount and form required by Georgia law is maintained on all employees of the Contractor. Upon the request of the Legacy, the Contractor shall furnish to the Legacy a certificate of insurance verifying the existence of the aforementioned insurance.

17. Criminal Records Investigations: The Contractor agrees that, for the filling of positions or classes of positions having direct care responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated. The Contractor will provide the forms which will include the required data from the applicant. The Contractor agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and

transmit said fingerprints directly to the Georgia Crime Information Center together with the fee as required by said center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations. After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Legacy will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Georgia Department of Human Services, the Contractor will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.

18. Confidentiality of Individual Information. The Contractor agrees to abide by all state and federal laws, rules and regulations and policies of the Georgia Department of Human Services respecting confidentiality of individuals' records. The Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual client or responsible parent or guardian.

19. AIDS Policy. The contractor agrees not to discriminate against any client who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to it's' employees and to seek AIDS technical advice and assistance from appropriate health department office. The Contractor further agrees to refer clients requesting additional AIDS related services or information to the appropriate county health department.

20. Publicity. Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor shall identify the Legacy Link, Inc. as a sponsoring agency. The Contractor shall not identify the Georgia Department of Human Services as a sponsoring

agency without prior approval. The Contractor shall not display the Georgia Department of Human Services name or logo in any manner without prior written authorization of the Commissioner.

21. Evaluation. The Legacy shall be allowed to carry out such monitoring and evaluation activities of the programs of the Contractor as is determined necessary by the Legacy.

22. Consultant/Study Contract. The Contractor agrees not to release any information, findings, recommendations or other material developed or utilized during or as a result of this contract until the information has been provided to the Legacy and ultimately to the Georgia Department of Human Services. Any research, study, review or analysis of clients served must be reviewed and approved by the Legacy and the Georgia Department of Human Services.

23. Subcontracts. The Contractor shall not subcontract any portion of this Agreement without the express written consent of the Legacy. In the event of any subcontract, the Contractor shall incorporate into and require its subcontractor to comply with all of the provisions of this Agreement, and the Contractor shall remain primarily liable to the Legacy for all duties, obligations and responsibilities assumed by the Contractor under this Agreement and shall not be relieved of any such duties, obligations or responsibilities.

24. Status of Parties as Independent Contractors. Nothing contained in this Agreement shall be construed to constitute the Contractor or any of its employees, servants, agents or subcontractors as a partner, employee, servant or agent of the Legacy, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor. The Legacy is interested only in the results to be achieved and shall have no control over the actual conduct of the work to be performed.

25. Indemnification. The Contractor shall assume all liability and risks for all damages and injuries to persons or property which shall or may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractors, its officials, employees, agents, or servants and shall indemnify and save harmless the Legacy from any and all liability, actions, causes of action, suits, damages, attorneys' fees and costs which may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractor, its official, employees, agents, or servants.

26. Waiver of Immunity. For the purpose of any cause of action that may arise or accrue out of the performance of this Agreement and which may be vested in the Legacy, the Contractor waives any governmental or other immunity which it may possess.

27. Conflict of Interest. The Contractor shall comply with the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41 which prohibit and regulate certain transactions between certain State officials, employees and the State of Georgia, have not been violated and will not be violated in any respect.

28. Debarment. In accordance with Executive Order 12549, Debarment and Suspension, as implemented at 2 CFR Part 180, 2 CFR Part 376, and 45 CFR § 75.213, Contractor certifies by signing the Annex titled Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transaction that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency. Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered

Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

29. Termination. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The Contractor shall be compensated for all services satisfactorily rendered prior to and including the date of termination.

30. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds to be made available to the Legacy by the appropriate federal, state and local sources for carrying out the functions to which this Agreement relates do not become available or in the event the sum of all obligations of the Legacy incurred under this Agreement entered into as of the date of this Agreement become unavailable for disbursement then this Agreement shall immediately terminate without further obligation to the Legacy as of that moment.

31. Entire Agreement; Modification.

(a) This writing contains the entire Agreement of the parties, and no representations are made or relied upon by either party other than those expressly set forth.

(b) No modification, amendment, waiver, termination or discharge hereof shall be binding upon either party unless executed in writing by the parties.

32. Execution in Duplicates. This Agreement is executed in duplicate, and each of the duplicates shall be deemed to be an original and shall have the same force and effect as if it alone had been executed by the parties.

\*\*\*\*\*space left blank intentionally\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

THE LEGACY LINK, INC.

By: \_\_\_\_\_  
Chief Executive Officer/AAA Director

Subscribed and sworn to  
in our presence:

\_\_\_\_\_  
Notary Public

CONTRACTOR:  
DAWSON COUNTY COMMISSION

By: \_\_\_\_\_  
Chairman

Subscribed and sworn to  
in our presence:

\_\_\_\_\_  
Notary Public



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Facilities

Work Session: October 17, 2024

Prepared By: Melissa Hawk

Voting Session: November 7, 2024

Presenter: James Tolbert

Public Hearing: Yes  No

Agenda Item Title: Purchasing Policy Ordinance Exemption Request

**Background Information:**

During the budget hearings for the Fiscal Year 2024, the Board approved \$60,000 to professionally clean all HVAC equipment on all floors of the Government Center.

**Current Information:**

Three quotes were received as follows: Stanley Steemer - \$47,300, Certified Clean Care - \$60,000 and ServePro - \$164,760. We come to you today to request a Purchasing Policy Ordinance waiver for this work and not release as a sealed bid. This work does not qualify as a Public Works project under the GA Law; therefore, it is within your authority to allow for a PO to be issued to Stanley Steemer for the work. This is a reputable company, and we feel assured that they are capable of completing the work as required.

**Budget Information:**

Applicable:  Not Applicable:

Budgeted: Yes  No

Fund	Department	Account #	Budget	Balance	Requested	Remaining
350	1565	521200	\$60,000	\$60,000	\$47,300	\$12,700

\*If this is a personnel-related request, has it been reviewed by Human Resources?

\*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

**Recommendation/Motion:** Staff recommends that the BOC approve the exemption from the Purchasing Policy to bid out the air duct cleaning of the Government Center and approve a PO to Stanley Steemer in the amount of \$47,300.

Department Head Authorization: \_\_\_\_\_

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

Finance Department Authorization: Vickie Neikirk

Date: 10/7/24

County Manager Authorization: J Leverette

Date: 10/7/24

Comments/Attachments: \_\_\_\_\_