

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA – THURSDAY, FEBRUARY 17, 2022
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
TO IMMEDIATELY FOLLOW THE 4:00 PM WORK SESSION**

A. ROLL CALL

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ANNOUNCEMENTS

E. APPROVAL OF MINUTES

- [1.](#) Minutes of the Work Session held on February 3, 2022
- [2.](#) Minutes of the Voting Session held on February 3, 2022

F. APPROVAL OF AGENDA

G. PUBLIC COMMENT

H. ALCOHOL LICENSE

- [1.](#) New Alcohol License (*Retail Consumption on Premises of Beer, Wine and Distilled Spirits*) - Wings of Dawsonville Inc. d/b/a Wild Wing Cafe

I. ZONING

- [1.](#) ZA 22-01 - Michelle Lipham requests to rezone TMP 076-048-001 from RSRMM (Residential Sub-Rural Manufactured Moved) to RA (Residential Agriculture) for the purpose of down zoning the parcel.

J. NEW BUSINESS

- [1.](#) Consideration of Franchise Agreement with Community Television Company, a Subsidiary of Ellijay Telephone Company, to Provide Cable Services to Dawson County
- [2.](#) Consideration of Ambulance Purchase Request
- [3.](#) Consideration of Elliott Road Realignment and Widening
- [4.](#) Consideration to Move Forward to a Public Hearing for An Ordinance Amendment to Provide a Process for Alternate Architectural Designs

K. PUBLIC COMMENT

L. ADJOURNMENT

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

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

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION MINUTES – FEBRUARY 3, 2022
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

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

UNFINISHED BUSINESS

1. Presentation of Franchise Agreement with Community Television Company, a Subsidiary of Ellijay Telephone Company, to Provide Cable Services to Dawson County (*Originally Appeared on the September 2, 2021, Work Session Agenda*)- County Attorney Angela Davis
This item, presented by County Attorney Jeffrey Strickland, will be placed on the February 17, 2022, Voting Session Agenda.

NEW BUSINESS

1. Presentation of Ambulance Purchase Request- Emergency Services Director Danny Thompson
This item will be placed on the February 17, 2022, Voting Session Agenda.
2. Presentation of Elliott Road Realignment and Widening- Public Works Director Denise Farr
This item will be placed on the February 17, 2022, Voting Session Agenda.
3. Presentation of An Ordinance Amendment to Provide a Process for Alternate Architectural Designs- Planning & Development Director Sharon Farrell
This item will be placed on the February 17, 2022, Voting Session Agenda for consideration to move forward to a public hearing.
4. County Manager Report
This item was for information only.
5. County Attorney Report
County Attorney Strickland had no information to report and requested an Executive Session.

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – FEBRUARY 3, 2022
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
IMMEDIATELY FOLLOWING THE 4:00 PM WORK SESSION**

ROLL CALL: Those present were Chairman Billy Thurmond; Commissioner Sharon Fausett, District 1; Commissioner Chris Gaines, District 2; Commissioner Tim Satterfield, District 3; Commissioner Emory Dooley, District 4; County Manager David Headley; County Attorneys Jeffrey Strickland and Dennis Bost; County Clerk Kristen Cloud; and interested citizens of Dawson County.

OPENING PRESENTATION:

Proclamation Recognizing the Lunar New Year- Chairman Billy Thurmond

Chairman Thurmond read aloud a Proclamation Recognizing the Lunar New Year.

Motion passed 4-0 to approve a Proclamation Recognizing the Lunar New Year.
Gaines/Satterfield

INVOCATION: Chairman Thurmond

PLEDGE OF ALLEGIANCE: Chairman Thurmond

ANNOUNCEMENTS:

None

APPROVAL OF MINUTES:

Motion passed 4-0 to approve the Minutes of the Work Session held on January 20, 2022.
Dooley/Fausett

Motion passed 4-0 to approve the Minutes of the Voting Session held on January 20, 2022.
Satterfield/Gaines

APPROVAL OF AGENDA:

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

PUBLIC COMMENT:

None

PUBLIC HEARING:

Zoning Fee Schedule Update (1st of 1 hearing)

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

Motion passed 4-0 to approve an ordinance to provide for the adoption and amendment of a fee schedule for applications and permits related to land use and development activities by resolution of the Board of Commissioners. Fausett/Gaines

Motion passed 4-0 to approve a resolution to adopt a fee schedule for applications and permits related to land use and development activities in Dawson County. Satterfield/Gaines

UNFINISHED BUSINESS:

SU 21-07 - Greg Spence on behalf of Verizon Wireless requests a special use of TMP 049-001 for the purpose of placing a telecommunications tower (Highway 52 East). (Tabled from the December 16, 2021, Voting Session, at which time a public hearing was held)

Motion passed 4-0 to table SU 21-07 until the March 3, 2022, Voting Session. Dooley/Gaines

NEW BUSINESS:

Consideration of FY 2022 COVID Relief Funding Request

Motion passed 4-0 to approve a FY 2022 COVID Relief Funding Request. Satterfield/Fausett

Consideration of Request for Funding for Fire Hydrants

Motion passed 4-0 to approve a Request for Funding for Fire Hydrants; \$81,430 will come from the General Fund's fund balance. Dooley/Fausett

Ratification to Create an Emergency Contract for Disaster Debris Disposal and Removal for Two Weeks

Motion passed 4-0 to ratify the Creation of an Emergency Contract for Disaster Debris Disposal and Removal for Two Weeks. Fausett/Dooley

PUBLIC COMMENT:

None

ADJOURNMENT:

EXECUTIVE SESSION:

Motion passed 4-0 to enter into Executive Session to discuss litigation and real estate. Gaines/Satterfield

Motion passed 4-0 to come out of Executive Session. Gaines/Fausett

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: n/a

Prepared By: Harmony Gee

Voting Session: 2/17/2022

Presenter: Harmony Gee

Public Hearing: Yes No

Agenda Item Title: Presentation of Wings of Dawsonville, Inc.

Background Information:

Wings of Dawsonville, Inc. has renovated the former Ruby Tuesday location and hopes to open in March. They applied for a variance in 2021 for a front setback reduction for the construction of a patio for outdoor seating and was approved by the Planning Commission.

Current Information:

Ms. Hall has completed all documentation for the license with no red flags.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: _____

Date: _____

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

DAWSON COUNTY PLANNING AND DEVELOPMENT

ALCOHOL LICENSING

Location & Mailing Address:

25 JUSTICE WAY, SUITE 2322
DAWSONVILLE, GA 30534

Phone: 706/344-3500 x 42335

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

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

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

FOR OFFICIAL USE ONLY:

Name of Business: Wings of Dawsonville

Date Received: 12.9.21 License Fee Enclosed: \$ _____

Approved: _____ Denied: _____

State License Number: _____

Local License Number: _____

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

1. TYPE OF LICENSE: (check one): NEW AMENDMENT (TRANSFER)

2. ADMINISTRATIVE AND INVESTIGATIVE FEE: \$250.00 (Consumption on Premises)

ADMINISTRATIVE AND INVESTIGATIVE FEE: \$250.00 (Retail Package)

ADMINISTRATIVE AND INVESTIGATIVE FEE: \$250.00 (Transfer of License)

Note: Administrative/Investigative fees may be higher depending on the number of persons for which we conduct a federal and state background check.

ADVERTISING FEE: \$ 40.00 (Distilled Spirits)
(Consumption on Premises & Retail Package)

3. TYPE OF BUSINESS:

Bona Fide Eating Establishment Indoor Commercial Recreation Facility

Super Market Hotel/Motel

Convenience Store Caterer (must have alcohol by the drink license)

Package Liquor Store (see Item 14, Page 5) Other
Explain: _____

Will live entertainment be offered? yes If Yes, Explain: Local live bands on

Friday and Saturday from 10:00 pm - 1:00 am

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

4. **TYPE OF LICENSE AND FEES:**
(Check all that apply)

PAYMENT BY CERTIFIED FUNDS ONLY!!
Note: If license is issued after July 1st, fees are one half.

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

Beer \$650 Wine \$650 Distilled Spirits \$4,500

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

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

Distilled Spirits \$3,300
 Beer \$ 750 Add'l Fixed Bars # _____ \$ 500 (each bar)
 Wine \$ 750 Movable Bars # _____ \$ 250 (each bar)

PRIVATE CLUB:

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

Beer \$750 Wine \$750 Distilled Spirits \$3,300

HOTEL IN-ROOM SERVICE:

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

Beer \$750 Wine \$750 Hotel In-Service \$250

SPECIAL EVENT ALCOHOL PERMIT:

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

\$25 Per Day

5. **BUSINESS**

(a) Business Name: Wings of Dawsonville, Inc. dba Wild Wing Cafe

(b) Location: 796 Georgia 400
Street Number Street Name

Dawsonville GA 30534
City State Zip Code Phone Number

(c) Mailing Address: 796 Georgia 400
For Renewals: Street Number Street Name

Dawsonville GA 30534
City State Zip Code Phone Number

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

6. **OWNER:**
 (a) Full Name: Patricia Hall Social Security # _____

(b) Corporation or LLC Name (if applicable): Wings of Dawsonville, Inc.

(c) Location: 796 Georgia 400
Street Number Street Name

Dawsonville GA 30534 _____
 City State Zip Code Phone Number

(d) Mailing Address: _____
Street Number Street Name

Flowery Branch GA 30542 _____
 City State Zip Code Phone Number

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

(a) Full Name: _____ Social Security # _____

(b) Address: _____
Street Number Street Name

 City State Zip Code Phone Number

8. **TYPE OF OWNERSHIP:**

- Sole Proprietorship
- Private Held Corporation
- Public Held Corporation Subject to S.E.C. Regulations
- Other; explain _____
- Legally Registered Partnership
- Public Held Corporation
- Limited Liability Company

9. **FOR PARTNERSHIP ONLY:**

(a) Date the Partnership was formed: _____

(b) Attach Partnership Agreement

(c) List Partners:

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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

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

- (a) Date of Incorporation/Organization: 12/04/2019
- (b) Place of Incorporation/Organization: Georgia
- (c) State Parent Corporation, if applicable: _____
- (d) Number of Shares of Capital Stock Authorized, if applicable: _____
- (e) Number of Shares of Outstanding Stock, if applicable: _____
- (f) For Corporations or LLC's, list officers, directors, members, and/or principal shareholders with 20% or more of the stock:

Name	Social Security #	Position	Interest %
<u>Patricia Hall</u>		<u>President</u>	<u>50</u>
<u>Richard Hall</u>		<u>Secretary</u>	<u>50</u>

- (g) Is the corporation owned by a parent corporation or held by a holding company? _____
If yes, explain: _____

11. FOR PRIVATE CLUBS ONLY:

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

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

Name	Social Security #	Position

12. FINANCING:

- (a) Bank to be used by business, include branch: Borrowed Funds From
Wings of Gainesville and Wings of Cumming
- (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: 1
- (d) State total amount of funds invested by parties other than the owner: -0-
- (e) If any capital is borrowed:

Name of Lender	Date	Amount	Interest Rate

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

13. GENERAL INFORMATION:

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

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

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

(d) Show hereunder any and all persons, corporations, partnerships, limited liability companies or associations (other than persons stated herein as owner(s), directors, officers or members) who have received or will receive, as a result of your operation under the requested license, any financial gain or payment derived from any interest or income from the operation. Financial gain or payment shall include payment or gain from any interest in the land, fixtures, building, stock, and any other asset of the proposed operation under the license. In the event any corporation or limited liability company is listed as receiving an interest or income from this operation, show the names of the officers, directors or members of said corporation together with the names of the principal stockholders.
None

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

Name	Name or Business	Interest %
Richard Hall	Wings of Gainesville, Inc.	50
Patricia Hall	Wings of Gainesville, Inc.	50
Richard Hall	Wings of Cumming, Inc.	50
Patricia Hall	Wings of Cumming, Inc.	50

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

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

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

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

For the purposes of explanation and applicability of the Code:

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

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

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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

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

STATE OF GEORGIA, DAWSON COUNTY

I, Patricia Hall, 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.

Patricia Hall
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Patricia Hall 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 9th DAY OF December, 2021.

[Signature]
NOTARY PUBLIC

FOR OFFICIAL USE ONLY:

PLANNING AND DEVELOPMENT REVIEW:

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

Date: _____

Planning and Development Director

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

Planning and Development Director

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

Planning and Development Director

FOR OFFICIAL USE ONLY:

SHERIFF DEPARTMENT REVIEW:

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

Date: _____

Sheriff

DAWSON COUNTY PLANNING AND DEVELOPMENT

ALCOHOL LICENSING

Location & Mailing Address:

25 JUSTICE WAY, SUITE 2322
DAWSONVILLE, GA 30534

Phone: 706/344-3500 x 42335

STATEMENT OF PERSONAL HISTORY

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

1. **NAME:** Hall Patricia Ann
Last First Middle

RESIDENCE: _____
Street Number 1 0 Street Name _____
Flowery Branch GA 30534 _____
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: President
 Manager Employee: Admin/Mgr.

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

NAME OF BUSINESS: Wings of Dawsonville, Inc dba Wild Wing Cafe
LOCATION: 796 Georgia 400
Street Number Street Name P. O. Box
Dawsonville GA 30534 _____
City State Zip Code Telephone Number

4. **STATE THE PERCENTAGE OF OWNERSHIP OR INTEREST, IF ANY, IN THIS BUSINESS:** 50%

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

on payroll weekly Annual salary \$30,000
Also Receive Owners Draws (S-Corp) Cumulative and Dividends \$200,000

6. **DATE OF BIRTH:** _____ **PLACE OF BIRTH:** _____
SSN: _____ **SEX:** MALE FEMALE **RACE:** W
COLOR OF HAIR: _____ **COLOR OF EYES:** _____

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

Requirements:

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

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

STATEMENT OF PERSONAL HISTORY

12. DO YOU HAVE ANY FINANCIAL INTEREST, OR ARE YOU EMPLOYED IN ANY OTHER WHOLESALE OR RETAIL BUSINESS ENGAGED IN DISTILLING, BOTTLING, RECTIFYING, OR SELLING ALCOHOLIC BEVERAGES? yes

IF YOUR ANSWER IS "YES" TO NUMBER 12 GIVE NAMES, LOCATIONS, AND AMOUNT OF INTEREST IN EACH:

Wings of Gainesville dba WildWing Cafe 50%
Wings of Cummings dba WildWing Cafe 50%

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. No arrest
- 2. _____
- 3. _____
- 4. _____

STATEMENT OF PERSONAL HISTORY

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

1.

2.

3.

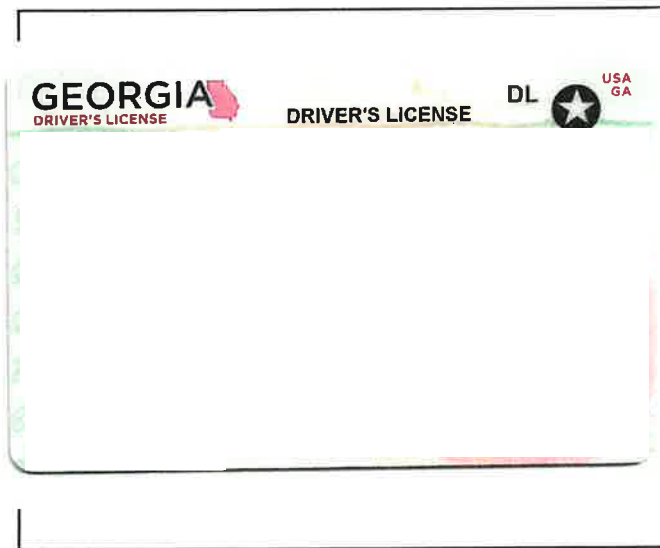
4.

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

No

IF SO, GIVE DETAILS: _____

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



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

STATEMENT OF PERSONAL HISTORY

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

STATE OF GEORGIA, DAWSON COUNTY.

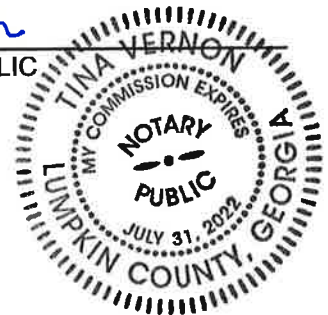
I, Patricia Hall, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PERSONAL STATEMENT ARE TRUE AND CORRECT. FURTHER, AS PART OF THE PROCESS RESULTING FROM MY APPLICATION FOR BACKGROUND INVESTIGATION, FOR AN ALCOHOLIC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

Patricia Hall
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Patricia Hall 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 9th DAY OF December, 2021

Tina Vernon
NOTARY PUBLIC



DAWSON COUNTY PLANNING AND DEVELOPMENT

ALCOHOL LICENSING

Location & Mailing Address:

25 JUSTICE WAY, SUITE 2322
DAWSONVILLE, GA 30534

Phone: 706/344-3500 x 42335

STATEMENT OF PERSONAL HISTORY

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

1. NAME: Hall Richard Dean
Last First Middle

RESIDENCE: _____
Street Number Street Name

Dawsonville _____
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: Secretary
 Manager Employee: GM

3. TRADE NAME OF BUSINESS FOR WHICH THIS STATEMENT IS MADE:
NAME OF BUSINESS: Wings of Dawsonville, Inc.
LOCATION: 796 Georgia 400
Street Number Street Name P. O. Box
Dawsonville GA 30534
City State Zip Code Telephone Number

4. STATE THE PERCENTAGE OF OWNERSHIP OR INTEREST, IF ANY, IN THIS BUSINESS: 50%

5. STATE METHOD AND AMOUNT OF COMPENSATION, IF ANY, DIRECTLY OR INDIRECTLY: _____
paid on weekly emp payroll, owners draws, k-1

6. DATE OF BIRTH: _____ PLACE OF BIRTH: _____
SSN: _____ SEX: MALE FEMALE RACE: W
COLOR OF HAIR: _____ COLOR OF EYES: _____

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

Requirements:
Affidavit for Issuance of a Public Benefit and a Secure & Verifiable Document
E-Verify Private Employer Affidavit of Compliance or E-Verify Private Employer Exemption Affidavit

STATEMENT OF PERSONAL HISTORY

12. DO YOU HAVE ANY FINANCIAL INTEREST, OR ARE YOU EMPLOYED IN ANY OTHER WHOLESALE OR RETAIL BUSINESS ENGAGED IN DISTILLING, BOTTLING, RECTIFYING, OR SELLING ALCOHOLIC BEVERAGES? Yes

IF YOUR ANSWER IS "YES" TO NUMBER 12, GIVE NAMES, LOCATIONS, AND AMOUNT OF INTEREST IN EACH: _____

Wings of Gainesville, Inc dba Wild Wing Cafe 50%
Wings of Cumming, Inc dba Wild Wing Cafe 50%

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. No arrest

2. _____

3. _____

4. _____

STATEMENT OF PERSONAL HISTORY

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

1.

2.

3.

4.

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

No

IF SO, GIVE DETAILS: _____

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



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

STATEMENT OF PERSONAL HISTORY

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

STATE OF GEORGIA, DAWSON COUNTY.

I, Richard Hall, 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.

Richard Hall

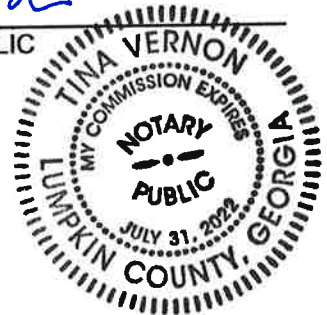
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Richard Hall 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 9th DAY OF December, 2021

Tina Vernon

NOTARY PUBLIC



DAWSON COUNTY PLANNING AND DEVELOPMENT

**ALCOHOL LICENSING
25 JUSTICE WAY, SUITE 2322
Dawsonville, GA 30534**

(706) 344-3500 x 42335

DISTILLED SPIRITS

PROJECTED PURCHASES

PROJECTED GROSS SALES

APPLICANT: Wings of Dawsonville, Inc.
BUSINESS NAME: Wild Wing Cafe
ADDRESS: 796 GA-400
Dawsonville, GA 30534

Please provide the following projections for your establishment:

	<u>Projected Purchases of Distilled Spirits (in liters)</u>	<u>Projected Gross Sales of Mixed Drinks</u>
Balance of Calendar Year 20 _____	_____	_____
Calendar Year 20 <u>22</u>	<u>unknown</u>	<u>\$76,100</u>



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



CRIMINAL HISTORY REQUEST

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

TO ENSURE ACCURACY, PLEASE PRINT AND PROVIDE COMPLETE INFORMATION.

Date of request: 12-09-21 Authorization good for: 7 30 60 90 180 days

Agency requesting criminal history (name and phone #): DC Planning & Development

Full name: Patricia Hall Phone #: _____

Address: 1

SSN: _____ Providing your SSN is voluntary. SSN helps confirm your identity and history.

DOB: _____ Sex: F Race: W State of birth: _____

Height: _____ Weight: _____ Hair: _____ Eyes: _____

Individual(s) authorized to receive criminal history: A. Buño

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

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

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

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

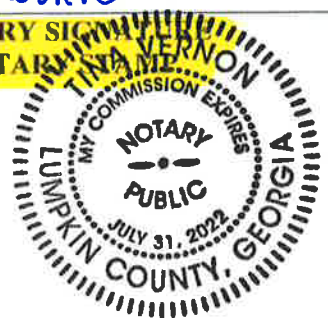
Case number or criminal history number used: _____

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

Patricia Hall
 SIGNATURE OF APPLICANT

Tina Vernon
 NOTARY SIGNATURE
 NOTARY PUBLIC

 SIGNATURE OF RECEIVING PERSON



STATE OF GEORGIA

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

CERTIFICATE OF INCORPORATION

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

WINGS OF DAWSONVILLE INC
a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **11/21/2019** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **12/02/2019**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed
Secretary of State
Filing Date: 11/21/2019 11:25:52 AM

BUSINESS INFORMATION

CONTROL NUMBER 19155105
BUSINESS NAME WINGS OF DAWSONVILLE INC
BUSINESS TYPE Domestic Profit Corporation
EFFECTIVE DATE 11/21/2019
SHARES 1000000

PRINCIPAL OFFICE ADDRESS

ADDRESS

REGISTERED AGENT

NAME	ADDRESS	COUNTY
PATRICIA HALL		

INCORPORATOR(S)

NAME	TITLE	ADDRESS
PATRICIA HALL	INCORPORATOR	

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE PATRICIA HALL
AUTHORIZER TITLE Incorporator

GENERAL NOTES:

A. RESPONSIBILITY: ALL CONTRACTORS SHALL BE RESPONSIBLE FOR ALL CONDITIONS... ALL CONTRACTORS SHALL BE RESPONSIBLE FOR ALL CONDITIONS...

PLAN NOTES:

1. FLOORING: SEE EQUIPMENT CONTROL SECTION. FLOORING SHALL BE INSTALLED... FLOORING SHALL BE INSTALLED...

ELECTRICAL NOTES:

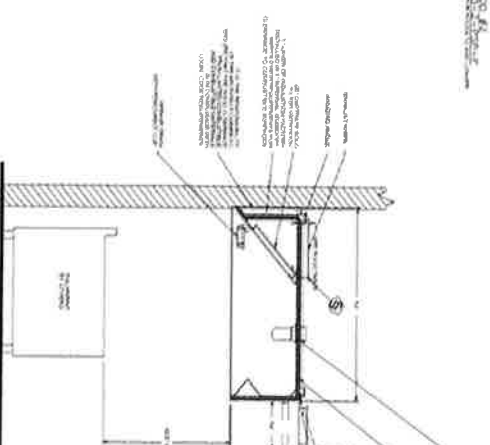
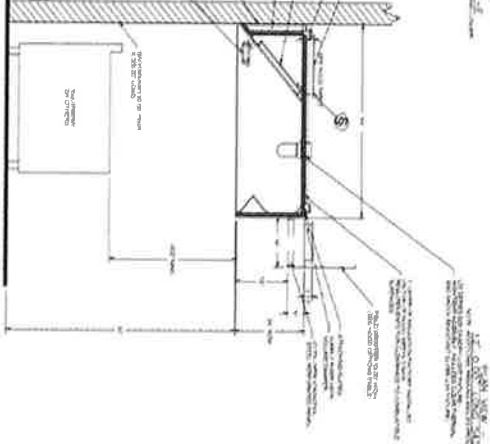
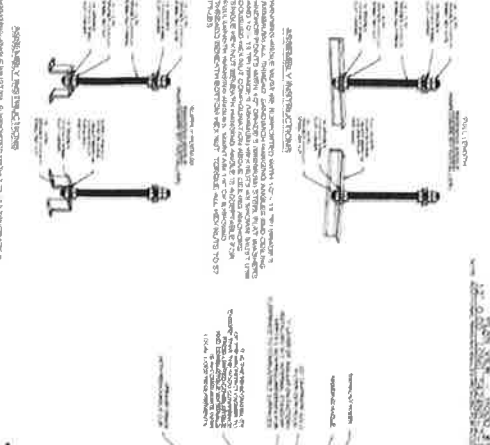
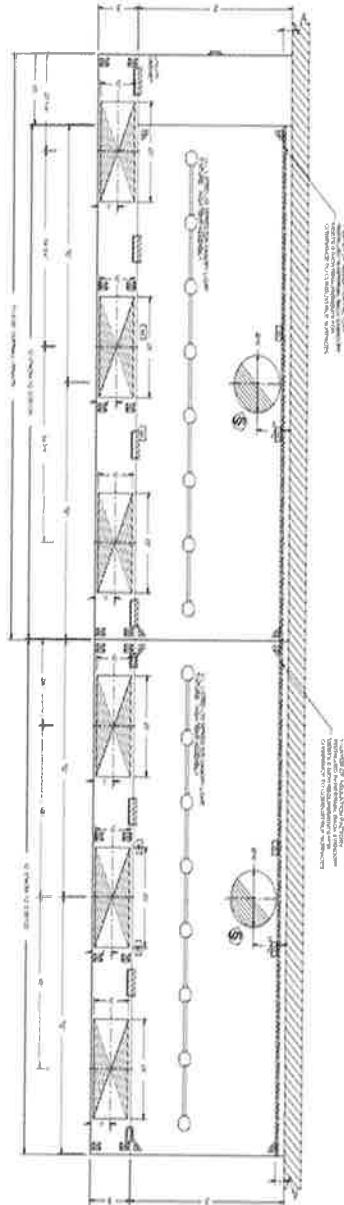
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PLUMBING NOTES:

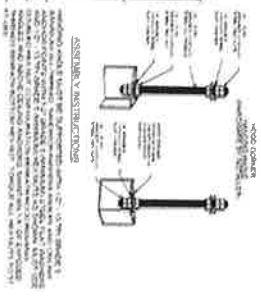
1. ALL PLUMBING WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE... ALL PLUMBING WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE...

ALL EQUIPMENT IS IN A F. OTHERS CONSULTING EQUIPMENT

HERLIN'S Restaurant Supply, Inc. 796 GA 400 WILLOWVILLE, GA 30154 WILD WING CAFE 28



RESISTANCE TO AIR INfiltration SHALL BE AS SHOWN IN THE DRAWINGS. ALL AIR INfiltration SHALL BE THROUGH THE ROOF OR THROUGH THE WALLS. THE ROOF SHALL BE AS SHOWN IN THE DRAWINGS. THE WALLS SHALL BE AS SHOWN IN THE DRAWINGS. THE FLOOR SHALL BE AS SHOWN IN THE DRAWINGS. THE CEILING SHALL BE AS SHOWN IN THE DRAWINGS. THE INTERIOR FINISHES SHALL BE AS SHOWN IN THE DRAWINGS. THE EXTERIOR FINISHES SHALL BE AS SHOWN IN THE DRAWINGS. THE FOUNDATION SHALL BE AS SHOWN IN THE DRAWINGS. THE STRUCTURE SHALL BE AS SHOWN IN THE DRAWINGS. THE MECHANICAL SYSTEMS SHALL BE AS SHOWN IN THE DRAWINGS. THE ELECTRICAL SYSTEMS SHALL BE AS SHOWN IN THE DRAWINGS. THE PLUMBING SYSTEMS SHALL BE AS SHOWN IN THE DRAWINGS. THE FIRE PROTECTION SYSTEMS SHALL BE AS SHOWN IN THE DRAWINGS. THE SAFETY SYSTEMS SHALL BE AS SHOWN IN THE DRAWINGS. THE ACCESSIBILITY SHALL BE AS SHOWN IN THE DRAWINGS. THE SIGNAGE SHALL BE AS SHOWN IN THE DRAWINGS. THE LANDSCAPE SHALL BE AS SHOWN IN THE DRAWINGS. THE UTILITIES SHALL BE AS SHOWN IN THE DRAWINGS. THE SITEWORK SHALL BE AS SHOWN IN THE DRAWINGS. THE CONSTRUCTION SHALL BE AS SHOWN IN THE DRAWINGS. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



CAPTIVE AIR
 Eastern SC and Wilmington, NC
 1110 First Pl. P.O. Box 2020 P.O. Box 2020 P.O. Box 2020 P.O. Box 2020 P.O. Box 2020
 800-451-1111
 www.captiveair.com

WILD WING CAFE, DAWSONVILLE 101-00V
 DAWSONVILLE, GA, 30534

DATE: 8/17/2017
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 3/8" = 1'-0"
 FASTEN DRAWING

SHEET NO. 3

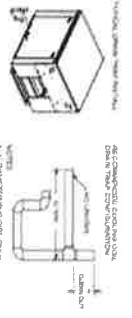
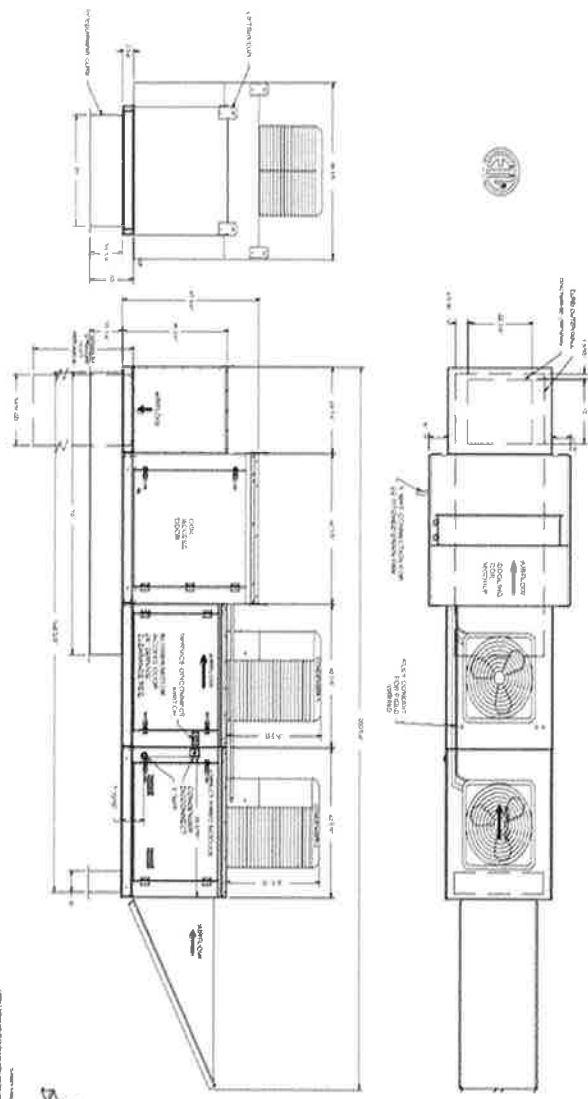
WILD WING CAFE
 96 GA-400
 DAWSONVILLE, GA 30536

BERKLIN'S
 Restaurant
 Supply, Inc.
 2000 N. 10th St.
 Charlotte, NC 28206
 704-375-3800

K108.1
 AS NOTED
 22.7.21

34

THIS DRAWING IS THE PROPERTY OF CAPTIVE AIR, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. CAPTIVE AIR, INC. IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS DRAWING. CAPTIVE AIR, INC. IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS DRAWING. CAPTIVE AIR, INC. IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS DRAWING.



NOTES:
 1. SEE DRAWING FOR DIMENSIONS AND MATERIALS.
 2. SEE DRAWING FOR DIMENSIONS AND MATERIALS.
 3. SEE DRAWING FOR DIMENSIONS AND MATERIALS.
 4. SEE DRAWING FOR DIMENSIONS AND MATERIALS.
 5. SEE DRAWING FOR DIMENSIONS AND MATERIALS.

WILD WING CAFE DAWSONVILLE 101-REV
 DAWSONVILLE, GA, 30534

CAPTIVE AIR
 Eastern SC and Wilmington, NC

DATE: 8/14/2011
 DESIGNED BY: J. W. WOOD
 CHECKED BY: J. W. WOOD
 PROJECT NO.: 101-REV

SHEET NO. 5

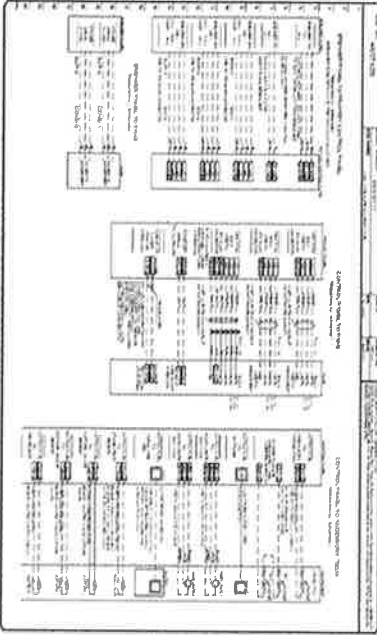
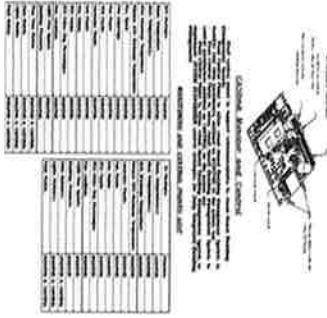
WILD WING CAFE
 796 G.A. 400
 DAWSONVILLE, GA 30534

BERLIN'S
 Restaurant Supply, Inc.

K108.4

37

PROJECT NUMBER: 0000000000		PROJECT NAME: WILD WING CAFE	
DATE: 12/21/21	SCALE: AS SHOWN	PROJECT LOCATION: DAWSONVILLE, GA	PROJECT NUMBER: 0000000000
DESIGNER: [Signature]	CHECKED: [Signature]	DATE: 12/21/21	SCALE: AS SHOWN



WILD WING CAFE DAWSONVILLE 101-rev
 DAWSONVILLE, GA, 30534
 DATE: 01/14/2021
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 SCALE: AS SHOWN
 FASTENERS: [Signature]

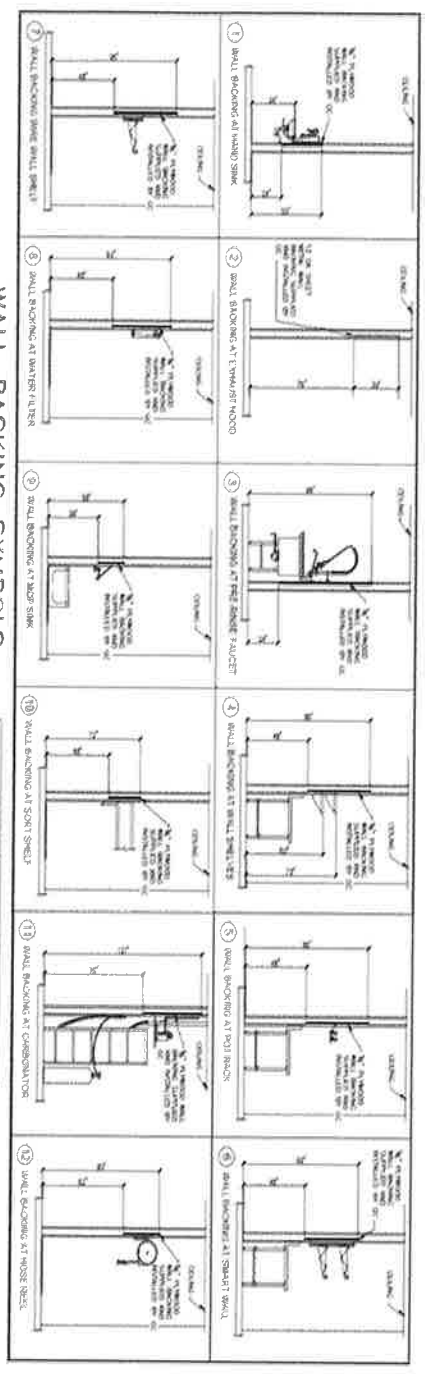
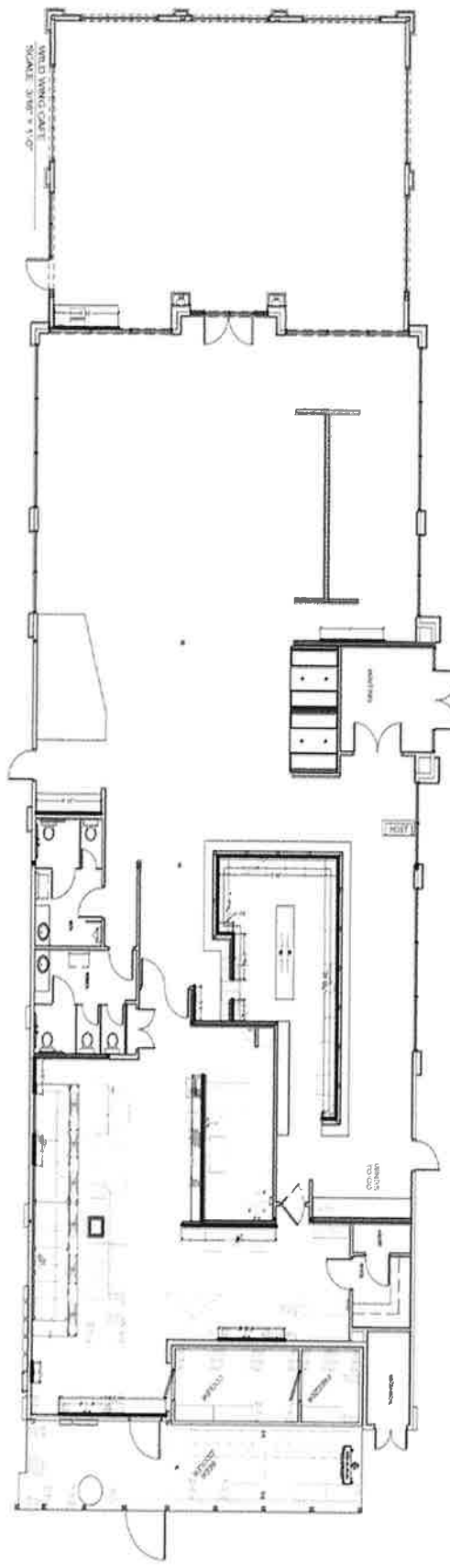
CAPTIVE AIR
 Eastern SC and Wilmington, NC
 111 S. Park Rd. P.O. Box 2009 Florence, SC 29502-0209
 (843) 661-8888 Fax (843) 661-8889

K108.6
 AS NUMBER: 12/21/21
 SHEET NUMBER: 39

WILD WING CAFE
 96 GA-400
 DAWSONVILLE, GA 30534



BERLIN'S
 BERLIN'S
 BERLIN'S



WALL BACKING SYMBOLS
 NOTE: SOME OF THESE DETAILS ARE NOT MANUFACTURED AND ARE NOT USED IN THESE DRAWINGS

WALL BACKING FOR SINK, STOVE, RANGE, REFRIGERATOR, DISHWASHER, AND OTHER APPLIANCES TO BE INSTALLED IN WALLS

FORM 1200-0000
 11 7 21
 AS NOTED
K109

PERFORMANCE
 LOCATIONS

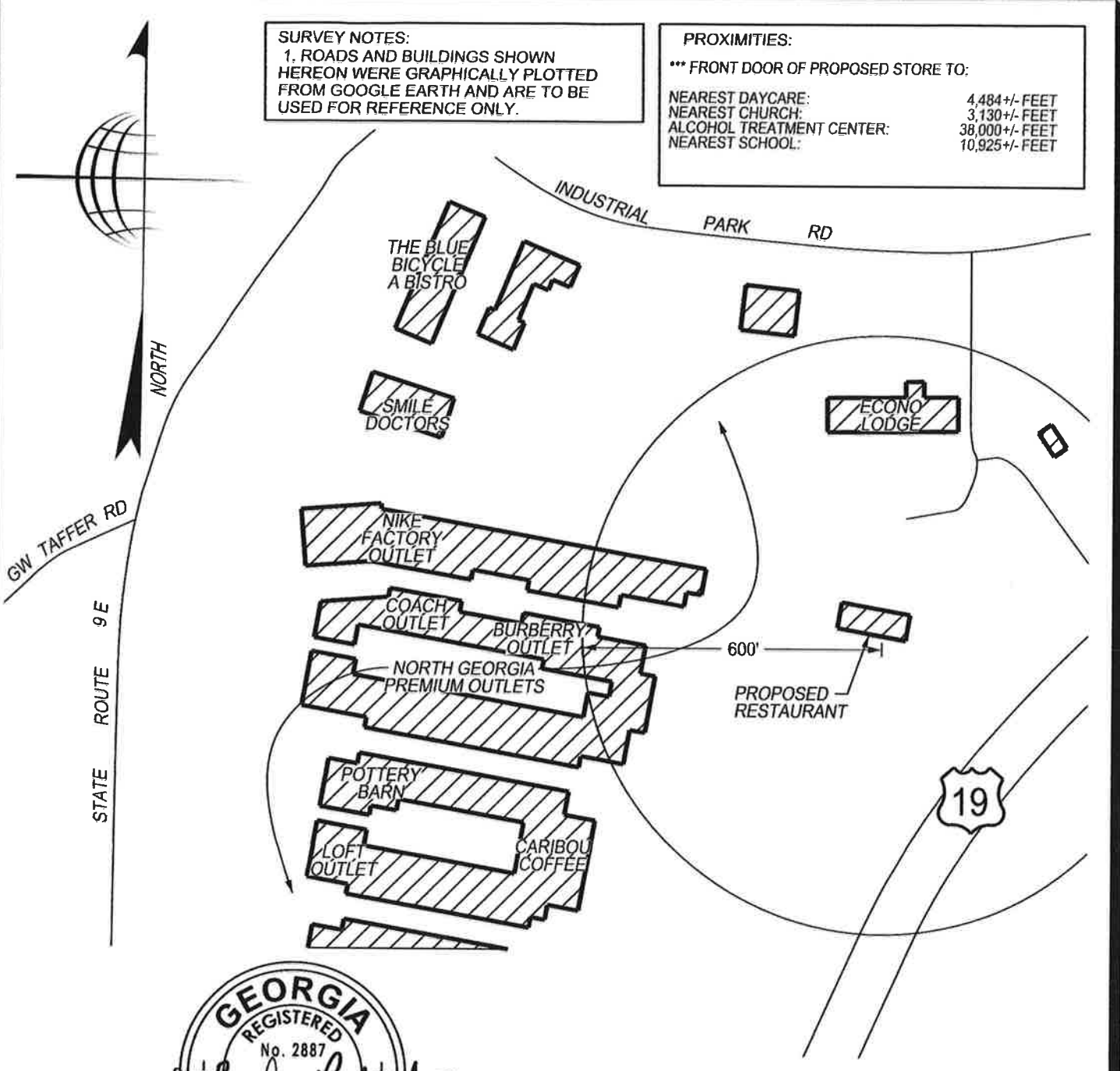
WILD WING CAFE
 296 GA-400
 WILMINGTON, GA 30534

WILD WING CAFE
 296 GA-400
 WILMINGTON, GA 30534

HERLINS'S
 Restaurant
 Supply, Inc.

SURVEY NOTES:
 1. ROADS AND BUILDINGS SHOWN
 HEREON WERE GRAPHICALLY PLOTTED
 FROM GOOGLE EARTH AND ARE TO BE
 USED FOR REFERENCE ONLY.

PROXIMITIES:
 *** FRONT DOOR OF PROPOSED STORE TO:
 NEAREST DAYCARE: 4,484+/- FEET
 NEAREST CHURCH: 3,130+/- FEET
 ALCOHOL TREATMENT CENTER: 38,000+/- FEET
 NEAREST SCHOOL: 10,925+/- FEET



GEORGIA REGISTERED LAND SURVEYOR
 No. 2887
John C. Blount
 JOHN C. BLOUNT

ALCOHOL SURVEY FOR WINGS OF DAWSONVILLE dba WILD WING CAFE (796 US ROUTE 19) LOCATED IN LAND LOT 344 13TH DISTRICT, 1ST SECTION DAWSON COUNTY, GEORGIA
 S: SURVEY/2021-283/ALCOHOL_SURVEY.DGN



SCALE: 1"=300'

Proj. # 2021-283
 Survey Crew: JCB
 Drawn By: JCB
 Approved By: JCB
 Date: 12/21/21
 Scale: 1" = 300'
 Drawing# 21-283

TerraMark
 Professional Land Surveying
 TerraMark Land Surveying, Inc.
 1396 Bells Ferry Road
 Marietta, Georgia 30066
 Phone No. (770) 421-1927
 Fax No. (770) 421-0552
 www.TerraMark.com
 C. O. A.# LSF000810

RISE & SHINE

DAY DRINKERS

BUBBLES

La Marca / Pink Champagne / Ruffino Rosé.

MIMOSA FLIGHT

Two bubbly splits served with choice of fresh juice and fruit.
\$15.00

MORNING GLORY MIMOSA

La Marca Prosecco with fresh orange juice.
\$5.00

THE BOSS MICHELADA

Mexican lager with bloody mary mix served with a chili lime salted rim and a lime wedge dipped in our Boss dry rub.
\$10.00

THE WHOLE FARM BLOODY MARY

American Harvest vodka mixed with Demitris bloody mary mix topped with two Bloody Mary wings, olives, celery, lime wedge and served with a pepperoni straw.
\$13.00



BLOODY BRAIN SKULL

SHOTS IN THE DARK

DONT BE SHY, WE HAVE WHAT YOU NEED.

TOP SHOTS

GRANDMA - GRAND MARNIER

1990 Hilton Head Island. The Shot that started Wild Wing Cafe. Salute to our grandma at the bar with your Wild Wing Cafe shot glass.
\$8.50

FIREBALL

\$7.00

JÄGERMEISTER

\$7.00

\$8.00

KEEPSAKE SHOTS

BLOODY BRAIN SKULL

Crystal Head vodka, Baileys and Grenadine in a keepsake glass.

TORPEDO

Sailor Jerry Savage Apple and lemonade in a torpedo shot glass keepsake.

COCKTAILS

HOMETOWN CURES FROM THE SPEAKEASY. ... DON'T CALL US IN THE MORNING.

\$8 TIME HONORED CLASSICS



TEQUILA SUNRISE

- 1900: **OLD FASHIONED** - Templeton Rye.
- 1920: **MARTINI** - Icelandic Reyka Vodka.
- 1930: **HEMINGWAY DAQUIRI** - Cruzan Silver rum.
- 1940: **MANHATTAN** - Maker's Mark bourbon.
- 1950: **BLOODY MARY** - Absolut Vodka.
- 1960: **PIÑA COLADA** - Cruzan silver rum.
- 1970: **TEQUILA SUNRISE** - El Jimador Tequila.
- 1980: **LONG ISLAND ICED TEA** - Tito's Vodka, Hendrick's gin, Cruzan rum & El Jimador Tequila.
- 1990: **COSMOPOLITAN** - Icelandic Reyka Vodka.
- 2000: **PENICILLIN** - Johnny Walker Black.
- 2010: **MOSCOW MULE** - American Harvest Vodka.
- 2020: **APEROL SPRITZ** - Aperol.



MORNING GLORY MIMOSA

FRUIT OF THE VINE

SOPHISTICATED, WITH HINTS OF WILD!

WHITE

- CHARDONNAY** Woodbridge or Kendall-Jackson
- PINOT GRIGIO** Ecco Domani
- WHITE ZINFANDEL** Sutter Home
- PROSECCO** La Marca

RED

- CABERNET** Woodbridge or Cupcake
- MERLOT** Cupcake
- RED BLEND** Apothic Red
- ROSÉ** Dark Horse or Ruffino

\$8.50 SIGNATURE SHOTS

LEMON DROP

Tito's Handmade Vodka, sour mix.

RED HEADED ROOSTER

American Harvest Vodka, cranberry juice.

MIND ERASER

Tito's Handmade Vodka, Kahlua.

PURPLE HAZE

Smirnoff Vodka, Grand Marnier, DeKuyper raspberry liqueur.

THE COOL COLADA

Smirnoff Pineapple Vodka, Beach whiskey coconut, pineapple juice, cream of coconut.

WOO WOO

Seagram's Vodka, DeKuyper peach schnapps, cranberry juice.

CHERRY BOMB

Smirnoff Cherry Vodka, Red Bull.

SALTED CARAMEL

Smirnoff Caramel Vodka, Rumchata.

JOLLY RANCHER

DeKuyper watermelon, Seagram's Vodka.

MAI TAI ME UP

Sailor Jerry's spiced rum, orange juice, pineapple and Grenadine.

WING MAN

Baileys, Kahlua, Crown vanilla.

THE ANGRY APPLE

Jack Daniel's Apple, Angry Orchard Hard Cider.

3 - WISE MEN

Johnnie Walker scotch, Jack Daniel's, Jim Beam.

HOT DAMN

Cinnamon Beach whiskey, Cruzan rum, Seagram's Vodka.

THE GREEN TEA

Jameson, DeKuyper peach schnapps, sour mix.

PB&J

Skrewball whiskey, DeKuyper raspberry liqueur.

HOT TAMALE

Cinnamon Beach whiskey, Dr. Pepper.

BEACH BRIDE

Beach coconut whiskey, pineapple juice.

ALMOND JOY

Rumchata, coconut Beach whiskey, Creme De Cacao.

B-52

Kahlua, Bailey', Grand Marnier.

MINTED MIND

Jäger and Rumpel Minze.

ALICE IN WONDERLAND

Grand Marnier, El Jimador Tequila.

CHOCOLATE COVERED PRETZEL

Frangelico, Smirnoff Whipped Cream Vodka.

MELON BALL

Midori, American Harvest Vodka, pineapple juice.

WILD IRISHMAN

Baileys, Jameson, Guinness.

SCREAMING-O

Kahlua, Baileys Amaretto Di Saronna, Seagram's vodka.

\$4.50

DESIGNATED DRINKERS

NON-ALCOHOLIC COCKTAILS

ORANGEADE

Blood orange guava mocktail.

HUCKLEBERRY HOOCHE

Blackberry mint mocktail.

TIMMY COLLINS

Sour Patch Kid mocktail.

WALK ON THE BEACH

Hawaiian flavored mocktail.

NON-ALCOHOLIC BEER

Heineken 0.0.

NON-ALCOHOLIC WINE

Please ask your server.

\$7.50 LOW-CALORIE COCKTAILS SKINNIES

CHERRY MASH

Tito's Handmade Vodka and fresh orange juice served with whole maraschino cherries.

SKINNY MARGARITA

El Jimador Tequila made with fresh lime and orange juice.

PEACHY RUSSIAN

Tito's Handmade Vodka, DeKuyper peach schnapps, and fresh orange juice.

\$8.00 FROZEN

FROZEN MARGARITA

Made with El Jimador and topped with a Grand Marnier floater.

FROZEN PIÑA COLADA

Frozen Classic made with Cruzan rum.



FROZEN PIÑA COLADA

SIGNATURE COCKTAILS

\$8.50



IF YOU WANT IT DONE RIGHT, YOU GOTTA DO IT YOURSELF.... SO WE DID!

RIDE A COWBOY

Blackberry and mint syrup blended with Redneck Riviera whiskey cocktail.

ROCK N ROLL

Jack Honey whiskey perfectly blended with cinnamon and pineapple.

WELCOME TO THE JUNGLE

Savage Apple whiskey blended with fresh sour mix and topped with Sprite.

AMERICAN PIE

American Harvest vodka mixed with blood orange guava.

PEACHES & CREAM

Smirnoff Whipped Cream Vodka, peach schnapps and pineapple juice.

MEXICO, TEQUILA AND ME

El Jimador Tequila shaken with Cointreau raspberry hibiscus and fresh sour juice.

PIRATE FLAG

Cruzan rum, Captain Morgan rum, Malibu rum shaken with fresh juices topped with a Myer's Dark rum floater.

DOWN ON THE FARM

Tito's Handmade Vodka, fresh lemon sour, grenadine and topped with Sprite.

DRINKS FOR SHARING... OR NOT

THE FISHBOWL

Beach coconut whiskey, pineapple juice, fresh sour mix topped with Red Bull and your rubber ducky. \$10.00

THE B.A.M. (BIG A** MARGARITA)

54oz. El Jimador Tequila need we say more! This is a shareable that starts a party. \$15.00

\$8 PUNCH BAGS

BEACH ISLAND PUNCH

Cruzan rum, Tito's Vodka, Hendrick's gin and El Jimador tequila, sour and Coke.

GEORGIA PEACH PUNCH

DeKuyper Peach schnapps, Seagram's Vodka, Hendrick's gin, Cruzan rum, fresh orange juice, fresh cranberry juice.

APPLE PUNCH

Apple cordial, Seagram's Vodka, Cruzan rum and Crown Royal liquors, mixed with fresh orange, cranberry juice and sour mix. Served in our party pouch.

GREEN TEA PUNCH

DeKuyper Peach schnapps, Jameson, Seagram's Vodka, and Midori mixed with fresh sour mix and topped with Sprite.

PLEASE DRINK RESPONSIBLY

Red Bull ENERGY DRINK

\$8.50

MAGIC 8-BALLS

WHAT'S YOUR FORTUNE? SERVED IN A MAGIC 8-BALL.

YES

American Harvest Vodka and blood orange guava topped with Yellow Edition Red Bull.

IT IS CERTAIN

American Harvest Vodka and blackberry mint topped with Blue Edition Red Bull.

IT IS DECIDEDLY SO

Tito's Handmade Vodka with a raspberry hibiscus topped with Original Red Bull.



TOP SHELF TOP-UPS

JUST WHAT YOU NEED TO KEEP EM' COMMIN'

9-CLOSE ONLY AT THE BAR SPECIALS ARE ON THE BLACKBOARD.

\$5 BAR BITES

5 WINGS
ONION RINGS
MOZZARELLA STICKS
CHIPS & SALSA
WARM SPINACH DIP
FRIED SHROOMS

\$8 MEAL DEALS

8 WINGS & TATERS
FIVE FINGERS & TATERS
BUFFARELLA & TATERS
BBQ CHICKEN TOASTY
NATHANS® HOT DOG & TATERS
CHEESEBURGER & TATERS

COLD BEER HERE!



THE WICKED CHICKEN

CRAFT

BLUE MOON
ANGRY ORCHARD
GOLDEN ROAD Mango Cart
NEW BELGIUM Fat Tire
SAM ADAMS Boston Lager

DOMESTICS

BUD LIGHT
MILLER LITE
PBR
MICHELOB ULTRA

IMPORTS

MODELO
CORONA
GUINNESS

LOCAL CRAFTS

THE WICKED CHICKEN

Brewed for us exclusively by Wicked Weed Asheville, NC.

ASK YOUR SERVER FOR MORE LOCAL CRAFTS

wicked chicken wheat ale



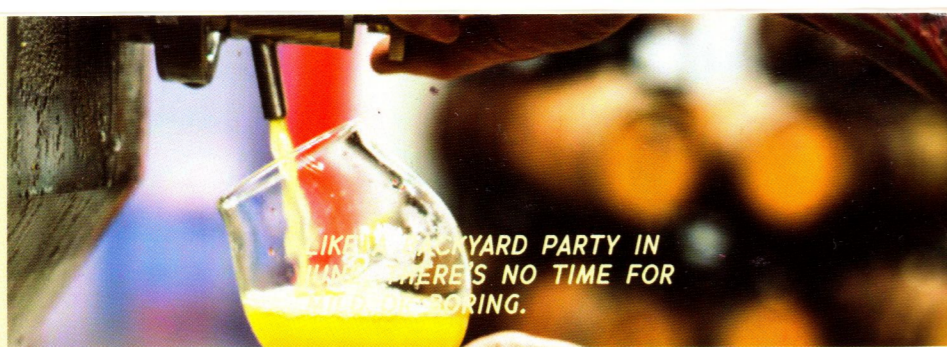
BAR MENU



GEORGIA PEACH PUNCH

THE FISHBOWL

WET YER' WHISTLE



COCKTAILS

CRAZY HAWAIIAN

Smirnoff whipped cream vodka, malibu rum, peach schnapps and pineapple. **8.00 / 326 CAL**

POPE AVENUE PUNCH

Vodka, rum, peach schnapps, oj and cranberry. **8.00 / 281 CAL**

ORANGE CHICKEN

Rum, triple sec, lime juice, OJ and pineapple juice. **7.00 / 290 CAL**
Bacardi Rum Add **2.00 +96 CAL**

PURPLE CHICKEN

Vodka, peach schnapps, sour blue curaçao and cranberry juice. **7.00 / 320 CAL**
American Harvest Vodka Add **2.00 +96 CAL**

GREEN CHICKEN

Tequila, melon liqueur, lime juice and sour. Topped with Sprite. **7.00 / 301 CAL**
El Jimador Blanco Tequila Add **2.00 +96 CAL**

BEER

**BUD LIGHT
BUDWEISER
COORS LIGHT**

**MICHELOB ULTRA
MILLER LITE
LOCAL DRAFT & IMPORTS**

wicked chicken
wheat ale
Brewed for us exclusively by Wicked Weed Asheville, NC
ADD A SIDECAR OF TEQUILA, WE RECOMMEND HERRADURA TEQUILA.

NON-ALCOHOLIC

**COKE / DIET
SPRITE**

**GINGER ALE
LEMONADE**

**SWEET TEA
UNSWEET TEA**

JUST FOR STARTERS

WELCOME TO THE FAMILY(STYLE)

BIG BAVARIAN PRETZEL

A huge bavarian pretzel, fresh baked & served with beer cheese and dijon sauces. **9.99 / 655 CAL**

FRIED STRING CHEESE

Served with marinara. **6.99 / 881 CAL**

WORLD CLASS CHEESE CURDS

Served with creamy sriracha for dipping. **10.99 / 945 CAL**

DEL FUEGO PLATTER

Cheese curds & mozzarella sticks served with creamy sriracha for dipping, oh my... **13.99 / 1675 CAL**

FRESH FRIED GREEN BEANS

Fresh green beans fried to perfection. Served with Southwest ranch. **9.99 / 680 CAL**

STEEL TOWN SPUDS

Tons of taters topped with ranch dressing, bacon and melted cheese. **6.99 / 1293-1865 CAL**

BIG FAT FRIES / TOTS / HOUSE CHIPS

6.99 / 1293-1865 CAL

FRYCUTERIE

Shoestrings, big fat fries, coated waffle fries, curly fries and tots for sharing and dipping. **8.99 / 2455 CAL**

DIPS

FRESH GUACAMOLE

Serious south of the border stuff made in-house daily. **6.99 / 786 CAL**

BUFFALO CHICKEN DIP

Creamy & spicy with a hint of bleu cheese. Served with freshly made tortilla chips, oh snap! **7.99 / 1012 CAL**

CHICKEN & FRIENDS

Grilled chicken in our medium sauce, bacon, shredded cheese, and ranch dressing all warm and melty. Served with tortilla chips. **9.99 / 1992 CAL**

FRIED ONION RINGS

Hand-cut sweet onions dredged in our homemade spicy beer batter and served with southwest ranch. **6.99 / 2086 CAL**

FRIED WILD SHROOMS

Dipped in our own spicy beer batter and served with ranch for dipping. **6.99 / 815 CAL**

SUPER SAMPLER

A lil of this and a lil of that: onion rings, fried string cheese, queso and warm tortilla chips and hot shots. Served with dipping sauces. Just enough for two people. *No substitutions, please.* **13.99 / 2199 CAL**

CLASSIC SLIDERS

Three mini burgers with cheddar, caramelized onions, slider sauce and a pickle slice. **7.99 / 1134 CAL**

SPINACH DIP

Can't go wrong with this classic! Choose: Cool & Creamy -or- Hot n' Cheesy **6.99 / 1101 CAL**

GRANDE QUESO

Topped with carne, sour cream, pico de gallo and served with warm tortilla chips. **9.99 / 1725-1975 CAL**

CHICKEN QUESADILLA

Chicken, carmalized onions and roasted peppers in a cheesy, golden brown tortilla served with salsa and sour cream. **8.99 / 811 CAL**
Add Guac **+1.00**

MILE HIGH NACHOS

Spicy taco beef, queso, pico de gallo, shredded cheese, black beans, roasted corn and poblano peppers. Topped with lettuce, jalapeños, sour cream and salsa. **11.49 / 1939 CAL**
Add Guac **+1.00**

HOT SHOTS PART DEUX

Original spicy sausage balls served with honey mustard. **8.99 / 1004 CAL**

BASKET OF SPUDS

Make 'em Cheesy
BIG FAT FRIES / TOTS / HOUSE CHIPS
4.99 / 968-1540 CAL

BUFFALO SHRIMP

Ten fried or grilled shrimp tossed in our hot sauce and served with bleu cheese and celery. **8.99 / 737 CAL**

WINGS AND NUGGETS

THERE AIN'T A DOUBT IN OUR MIND THAT OUR WING'S ARE THE FINEST THING AROUND

Our finest chicken wings or hand breaded chicken breast nuggets... Question is, how many can you handle?

LIGHTER OPTIONS

CHARGRILLED CHICKEN FEATHERS

Grilled boneless and skinless chicken tenders tossed in any two of our homemade wing sauces. Served with one extra.
4 Feathers
8.99 / 321 CAL
6 Feathers
11.49 / 481 CAL

CHARGRILLED SHRIMP SKEWERS

Two skewers with five sauced shrimp on each, grilled and tossed in any two of our made-from-scratch sauces! Served with one extra.
2 Skewers
11.99 / 189 CAL

6	10	15
MINI 1 sauce 7.99 / 276 CAL	SINGLE 2 sauces 13.99 / 553 CAL	FULL 3 sauces 18.99 / 835 CAL
25	50	6+6
SAMPLER 5 sauces 30.99 / 1382 CAL	PARTY 10 sauces 58.99 / 2783 CAL	WINGS & NUGGETS 2 sauces 13.99 / 555 CAL
CHICKEN FINGERS <i>HAND BREADED TENDERS WITH SPICE MIXED IN!</i> Fresh chicken tenderloins dipped in our spicy homemade batter and fried. Served with fries & honey mustard for dipping. <i>Can't take the heat? Ask for newbie batter.</i>	3 SNACK 1 sauce 7.99 / 858 CAL	5 MEAL 1 sauce 9.99 / 1108 CAL



WE LIKE OUR CHARACTERS SPICY AND OUR SAUCES MADE FROM SCRATCH.

PRIDE & JOY

OUR SPECIAL RECIPE
FRIED TO PERFECTION
SAUCED WITH HOMEMADE SAUCES
BAKED IN FLAVOR
DELIVERED TO YOU

TRIED & TRUE

PIZZA PIES

THIN CRUST PIES
HEATED TO PERFECTION
IN OUR OVEN.

CLASSIC PEPPERONI

Pepperoni and mozzarella. Nuf said.
PERSONAL 10.99 / 1220 - 1655 CAL
LARGE 16.99 / 1460 - 2345 CAL

SPINACH & MUSHROOM

Our creamy spinach dip and wild mushrooms.
PERSONAL 10.99 / 1220 - 1655 CAL
LARGE 16.99 / 1460 - 2345 CAL

MEAT LOVERS

Seasoned chicken, spicy chicken sausage, ham, bacon, red onions and sautéed peppers
Large 19.99 / 1460 - 2345 CAL

CHEESE PLEASE

Just cheese. Deliciously simple.
PERSONAL 10.99 / 1220 - 1655 CAL
LARGE 16.99 / 1460 - 2345 CAL



SIGNATURE PIZZAS

CHICKEN PIZZA

Yes really, the crust is made out of chicken. Shhh. SELECT FROM OUR FAVES:

BUFFALO

Buffalo sauce, bleu cheese, cheddar and shredded celery. **16.99 / 1460 - 2345 CAL**

BBQ

Mad Anthony sauce, red onions, cheddar cheese with a ranch drizzle. **16.99 / 1460 - 2345 CAL**

BURGERS

1/2 LB FRESH NEVER FROZEN BURGER. ALL SERVED WITH ONE EXTRA.



on King's Hawaiian Rolls

THE BIG BEEFY BURGER*

Two 1/2 pound burgers loaded with swiss and cheddar cheese. Topped with four slices of bacon and our secret moosauce on texas toast. **16.99 / 2476 CAL**

THE ULTIMATE BACON CHEESEBURGER*

Cheddar and pepper jack cheese, three strips of bacon, lettuce, tomato, pickles, onion and mayo. **11.99 / 1248 CAL**

BACON, EGG & CHEESEBURGER*

Three strips of bacon, cheddar cheese, an over-easy fried egg and mayo. **11.99 / 1268 CAL**

IMPOSSIBLE BURGER®

100% plant based, gluten free burger topped with cheddar cheese, lettuce, tomato, onion, pickles, mayo and dijon mustard. **11.99 / 980 CAL**

BLEU CHEESE BASIL BURGER*

Italian wing sauce, bacon, crumbled bleu cheese, tomato, lettuce and our own basil mayo. **11.99 / 1689 CAL**

SANDWICHES & WRAPS

ALL SANDWICHES AND WRAPS SERVED WITH ONE EXTRA.

FABULOUS PHILLY HOAGIE

Shaved tender marinated steak, caramelized onions, roasted peppers and melted white american cheese on a soft hoagie roll. **8.99 / 632 CAL**

HONEY BBQ CHICKEN TOASTY

Hand breaded tenders bathed in honey bbq sauce, with bacon, ranch and cheddar cheese on sourdough bread...Amazing. **9.99 / 1015 CAL**

CHARGRILLED CHICKEN

Six ounce grilled chicken breast with lettuce, pickles, tomato and our secret sauce. **9.99 / 718 CAL**

NASHVILLE HOT CHICKEN

Nashville hot with a cayenne and brown sugar twist! our hand breaded chicken breast topped with lettuce, mayo and a pile of pickles delivers sweet hot perfection on a bun. **9.99 / 789 CAL**

FAJITA FIESTA WRAP

Grilled fajita chicken, caramelized onions, roasted peppers, fiesta rice and monterey jack cheese wrapped in a garlic herb tortilla. Served with southwest ranch for dipping. **9.99 / 906 CAL**

BUFFARELLA

Spicy fried chicken strips dipped in hot sauce, crisp lettuce, diced tomatoes, mozzarella and cheddar cheese with creamy ranch dressing. **9.99 / 906 CAL**

SIGNATURE FRIED CHICKEN SANDWICH

The best fried chicken sandwich ever! Great, big and a little spicy. Served with our secret sauce, lettuce, tomato and pickles. **9.99 / 789 CAL**

CLASSICS

EACH CLASSIC ITEM COMES WITH TWO EXTRAS.

MEXICALI CHICKEN

PLATTER
Two huge grilled chicken breasts, smothered in hot sauce and topped with sautéed onions and peppers and house made queso. 14.99 / 1590 CAL

GRILLED CHICKEN

Two huge chicken breasts grilled to perfection and served over rice. 13.99 / 1590 CAL

CHICKEN AND SHRIMP

Huge perfectly grilled chicken and shrimp served over rice. 13.99 / 1590 CAL

FRIED RIBS AND FRITES

Once you've had fried ribs, you'll never go back. 16.99 / 1438 CAL

CORNMEAL BATTERED CATFISH AND CHIPS

A hand breaded southern classic. 14.99 / 285 CAL

ULTIMATE CHICKEN PLATTER

Two huge grilled chicken breasts, topped with shaved ham and melted monterey jack. 14.99 / 285 CAL

SOUPS

BUFFALO BREATH CHILI

Award winning chili made with ground beef, fresh tomatoes, green chilies and fresh ground spices simmered together to round out this meaty masterpiece with a touch of heat. Cup 3.99 / 260 CAL Bowl 4.99 / 399 CAL

CHILI-MAC IT UP

Add a scoop of our lip smackin' mac & cheese. +1.99

LOADED POTATO SOUP

Our rich & creamy potato soup topped with mixed cheese and crumbled bacon. Cup 3.99 / 248 CAL Bowl 4.99 / 393 CAL

SALADS

WILD AND FRESH SALADS FROM THE HEARTLAND PAIRED WITH OUR SELECTION OF HOUSEMADE DRESSING.

LEGENDARY HOUSE SALAD

Garden salad topped with bacon and cheese. Served with a piece of cheesy texas toast. 4.99 / 398 CAL

THE WILD CHEF

A traditional chef salad gone wild! Grilled chicken, julienned ham and spicy shrimp topped with monterey jack and cheddar cheese strips, crumbled bacon, egg slices, cucumbers and tomatoes. 12.99 / 599 CAL

BUFFALO CHICKEN SALAD

Chicken dipped in our hot wing sauce, loaded on top of a bunch of cold crisp greens, cheese, cucumbers, tomatoes and bacon. Don't want it hot? Try it in any of our made-from-scratch sauces! 11.49 / 811-1046 CAL

CHARGRILLED CHICKEN SALAD

Grilled marinated teriyaki chicken breast served over crisp greens topped with cheese, crumbled bacon, toasted almonds, cucumbers and tomatoes. 11.49 / 865 CAL

BLEU CHEESE RANCH
THOUSAND ISLAND
SOUTHWEST RANCH
HONEY MUSTARD
FAT-FREE ITALIAN
BALSAMIC VINAIGRETTE
CREAMY SRIRACHA

TATERS: Tots, House Chips, Big Fat Fries, Shoestring or Waffle Fries 4.29
MAC N' CHEESE 4.29
STEAMED BROCCOLI 4.29
FIESTA RICE 4.29
ONION RINGS 5.79

EXTRAS

FOR YOUR SWEET TOOTH

WILD WING CHOCOLATE THING

Our signature dessert! A big homemade fudge brownie topped with more chocolate, vanilla ice cream and whipped cream. 4.99 / 1108 CAL

HOMEMADE DESSERTS TO KEEP YOUR DENTIST BUSY.

ICE CREAM SUNDAE

Chocolate syrup vanilla ice cream whipped cream and a cherry. 3.99 / 850 CAL

WE ARE PROUD TO PARTNER WITH THESE GREAT BRANDS



AWESOME SAUCE

The **HEAT INDEX**



EASY NOW

THE NEWBY NO SAUCE

Perfect for Kids and Adults on Training Wheels.

HOMEMADE CLASSICS

- / MEDIUM
Not too hot, but not too not... Its just right!
- / HOT
Traditional Buffalo, just spicy enough for any wing lover.
- / ATOMIC MELTDOWN
You'll have mini mushroom clouds coming out of your ears.
- X CAROLINA REAPER
Very peppery, very hot and very good!
- X BRAVEHEART
So hot you can lose your head over it!

Sweet Heat

- / FLYING FAJITA
This tex mex flavor has gone wild!
- / MANGO CART
Heat with a touch of mango
- / NASHVILLE HOT
Ah, so hot, so sweet, its music to my tongue!
- / THE GENERAL
Sweet, sticky, and spicy. Tso what are you waiting for?
- / RED DRAGON
The best of both worlds with this hot teriyaki wing.
- / FIREBALL
A flavorful and fiery mix of sweet n' spicy!

BAR-B-QUES

- / BUBBA'S BBQ
Mama's sweet southern recipe, y'all.
- / COLORADO COPPERS
A saucy 'n sweet honey bbq.
- / PEACHY BBQ
A sweet and tangy blend of peach preserves and BBQ
- / MAD ANTHONY'S BBQ
The biggest, boldest bbq you've ever tasted!
- / GOLD RUSH
Honey bbq with a kick.
- / MAD ANTHONY'S CAROLINA BBQ
A mix of half Mad Anthony's bbq and half mustard.

33 SAUCES ARE MADE FRESH IN HOUSE EVERY DAY

BOLD & FUN

- / FLAMING PARMESAN
Like that pizza right out of the oven, haw haw haw!
- / JALAPEÑO CHEDDAR
A real cheeser pleaser!
- / RED, HOT & BLEU
Go all out with bleu cheese baked right in!
- / THE BOSS DRY RUB
Born in the USA! Crisp & hot with a spicy sprinkle(steen).
- / HONEY LIME SRIRACHA
Sweet heat with a twist!
- / BLOODY MARY
Tastes like a Sunday morning
- / THE SLAYER
Born of fire and doused with garlic, here comes the pain!
- / RANCHILADA
Part ranch, part spicy, whole lotta good.
- / SMOKEY BANDIT DRY RUB
What we're dealing with here is deliciously smokey & sweet!
- X MAD ANTHONY'S MUSTARD
Mustard packed with Heat and Spiciness

Sweetness

- / MARGARITA
Sweet, Tangy and a little salty
- / GINGER
Sweet and saucy teriyaki with a twist. ah-so-good!
- / HONEY MUSTARD
Pass the mustard, honey, its real good.

On the seasoned side

- / WILD WEST
A tangy ranch style that's downright tasty!
- / ITALIAN
A speecy, spicy way to do your wild thing.
- / GARLIC! GARLIC! GARLIC!
Best paired with an ice cold silver bullet to keep the vampires away.
- / LEMON PEPPER
The perfect choice for sophisticated palates.
- / RAGIN' CAJUN
J.R. brought this bad boy back from the bayou.



Try our **BOLD RED HOT** flavors listed above in our **CHICKEN DEVIL CHALLENGE!**



WHERE THE HEART IS

LOCALLY OWNED AND OPERATED

Cumming, GA • Gainesville, GA

WELCOME BACK TO WHERE ROOTS RUN DEEP... OVER 30 YEARS FROM OUR FIRST LOCATION ON HILTON HEAD TO OUR HOME STAGES THROUGHOUT THE COUNTRY. SEE, WE DON'T MIND CHANGING AS LONG SOME THINGS STAY THE SAME.



DAWSON COUNTY REZONING APPLICATION

This portion to be completed by Zoning Administrator

ZA 28-01 Tax Map & Parcel # (TMP): D76-048-001
Submittal Date: 12-7-21 Time: _____ am/pm Received by: Unge (staff initials)
Fees Assessed: \$250 Paid: n.o. Commission District: 4
Planning Commission Meeting Date: January 2022
Board of Commissioners Meeting Date: Feb 2022

APPLICANT INFORMATION (or Authorized Representative)

Printed Name: Sandra Michelle Lipham
Address: 2422 Kelly Bridge Rd, Dawsonville, GA 30534
Phone: Listed / Unlisted Email: Business / Personal
Status: Owner [] Authorized Agent [] Lessee [] Option to purchase

Notice: If applicant is other than owner, enclosed Property Owner Authorization form must be completed.

I have / have not _____ participated in a Pre-application meeting with Planning Staff.

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

Meeting Date: 11/29/2021 Applicant Signature: Sandra Michelle Lipham

PROPERTY OWNER/PROPERTY INFORMATION

Name: Sandra Michelle Lipham
Street Address of Property being rezoned: 2422 Kelly Bridge Rd
Dawsonville GA 30534
Rezoning from: RSRMM to: RA Total acreage being rezoned: 12.6
Directions to Property (if no address): Highway 9 South, turn right onto
AT Moore Rd which turns into Kelly Bridge Rd. The property
is about 0.5 miles ^{down} on the right.

2021

Subdivision Name (if applicable): N/A Lot(s) #: N/A

Current Use of Property: Residential

Any prior rezoning requests for property? NO if yes, please provide rezoning case #: ZA _____

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

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

If yes, what section? North _____ South _____

SURROUNDING PROPERTY ZONING CLASSIFICATION:

North RA South RSRMM East RSRMM West RSRMM

Future Land Use Map Designation: RR

Access to the development will be provided from:

Road Name: Kelly Bridge Rd Type of Surface: Paved

REQUESTED ACTION & DETAILS OF PROPOSED USE

Rezoning to: RA Special Use Permit for: _____

Proposed Use: growing cut flowers, shrubs, + perennials for a home farming business.

Existing Utilities: Water Sewer Gas Electric

Proposed Utilities: Water Sewer Gas Electric

RESIDENTIAL

No. of Lots: 1 Minimum Lot Size: 5 (acres) No. of Units: _____

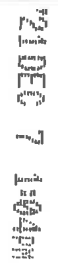
Minimum Heated Floor Area: _____ sq. ft. Density/Acre: _____

Type: Apartments Condominiums Townhomes Single-family Other

Is an Amenity Area proposed: _____; if yes, what? _____

COMMERCIAL & INDUSTRIAL

Building area: _____ No. of Parking Spaces: _____



APPLICANT CERTIFICATION

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

I understand that the Planning & Development staff may either accept or reject my request upon review. My request will be rejected if all the necessary data is not presented.

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

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

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

Signature Jandra Michelle Lipeh Date 12/7/2021
 Witness Jeromey Lee Date 12/7/21

WITHDRAWAL

Notice: This section only to be completed if application is being withdrawn.

I hereby withdraw application # _____

Signature _____ Date _____

Withdrawal of Application:

Withdrawals of any application may be accommodated within the Planning & Development Department if requested before the Planning Commission agenda is set. Therefore, withdrawals may not be made after ten (10) days prior to the scheduled Planning Commission meeting hearing, unless accompanied by written request stating specific reasons for withdrawal. This withdrawal request is to be published in the legal organ prior to the meeting. Following the written request and publication the Planning Commission will vote to remove the item from the agenda at the scheduled hearing. Please note that should the withdrawal be denied, the item will receive deliberation and public hearing with a decision by the Planning Commission. Further, the applicant is encouraged to be present at the hearing to substantiate reasons for withdrawal. Please note that no refund of application fees may be made unless directed by the Board of Commissioners.

2021 DEC 7 AM 11:51

List of Adjacent Property Owners

It is the responsibility of the Applicant to provide a list of adjacent property owners. This list must include the name and mailing address of anyone who has property touching your property or who has property directly across the street from your property.

****Please note this information should be obtained using the Tax Map & Parcel (TMP) listing for any parcel(s) adjoining or adjacent to the parcel where a variance or rezone is being requested.**

Name

Address

- TMP 076048 1. Travis Grooms 2334 Kelly Bridge Dawsonville GA 30534
- TMP 076046 2. Mark Samples 2492 Kelly Bridge Rd Dawsonville GA 30534
- TMP 087003 3. City of Atlanta
- TMP 076049 4. Timothy Renshaw, 2453 Kelly Bridge Rd, Dawsonville GA
- TMP 076050003 5. Richard Wright, 2399 Kelly Bridge Rd, Dawsonville GA 30534
- TMP 076050001 6. La fayette 1 LLC The Dexter Group Trust
500 Delaware Avenue
11th Floor
Wilmington DE 19801
- TMP _____ 7. _____
- TMP _____ 8. _____
- TMP _____ 9. _____
- TMP _____ 10. _____
- TMP _____ 11. _____
- TMP _____ 12. _____
- TMP _____ 13. _____
- TMP _____ 14. _____
- TMP _____ 15. _____

Use additional sheets if necessary.

1
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NOTICE OF RESIDENTIAL EXURBAN/AGRICULTURAL DISTRICT (R-A) ADJACENCY

Agricultural districts include uses of land primarily for active farming activities and result in odors, noise, dust and other effects, which may not be compatible with adjacent development. Future abutting developers in non RA land use districts shall be provided with this "Notice of RA Adjacency" prior to administrative action on either the land use district or the issuance of a building or occupancy permit.

Prior to administrative action the applicant shall be required to sign this waiver which indicates that the applicant understands that a use is ongoing adjacent to his use which will produce odors, noise, dust and other effects which may not be compatible with the applicant's development. Nevertheless, understanding the effects of the adjacent RA use, the applicant agrees by executing this form to waive any objection to those effects and understands that his district change and/or his permits are issued and processed in reliance on his agreement not to bring any action asserting that the adjacent uses in the RA district constitute a nuisance) against local governments and adjoining landowners whose property is located in an RA district.

This notice and acknowledgement shall be public record.

Applicant Signature: Sandra Michelle Lipham

Applicant Printed Name: Sandra Michelle Lipham

Application Number: ZA 22-01

Date Signed: 12/4/21

Sworn and subscribed before me

this 4 day of December, 2021.

Mesha Anderson
Notary Public

My Commission Expires: 05-10-25



2021

PROPERTY OWNER AUTHORIZATION

I/we, Sandra Michelle Lipham, hereby swear that I/we own the property located at (fill in address and/or tax map & parcel #):

2422 Kelly Bridge Rd, Dawsonville GA 30534

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

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

Printed Name of applicant or agent: Sandra Michelle Lipham

Signature of applicant or agent: Sandra Michelle Lipham Date: 12/4/21

Printed Name of Owner(s): Sandra Michelle Lipham

Signature of Owner(s): Sandra Michelle Lipham Date: 12/4/21

Mailing address: 2422 Kelly Bridge Rd

City, State, Zip: Dawsonville GA 30534

Telephone Number: Listed Unlisted

Sworn and subscribed before me this 4 day of December, 2021

Mesha Anderson
Notary Public

My Commission Expires: 05-10-25



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

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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.

SM

I am a United States citizen.

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

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

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

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

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

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

Executed in Cumming (city), GA (state)

Sandra Michelle Lipham
Signature of Applicant

12-4-21
Date

Sandra Michelle Lipham
Printed Name

Shellys Garden
Name of Business

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 4 DAY OF December, 2021

[Signature] Notary Public

My Commission Expires: 05-10-25

{Notary Seal}



2021

Official Tax Receipt
Nicole Stewart
DAWSON COUNTY Tax Commissioner

25 Justice Way Suite 1222
 Dawsonville, GA 30534

Trans No	Property ID/District Description	Original Due	Interest & Penalty	Prev Paid	Amount Due	Amount Paid	Transaction Balance
44320 Year-Bill No 2021 - 8501	076 048 001 / 001 LL 1177 1204 LD 4-1 FMV: \$228,000.00	2,063.40	0.00 Fees 0.00	0.00	2,063.40	2,063.40	0.00
						Paid Date 10/28/2021 08:48:35	Current Due 0.00
Transactions:	44001 - 44349 Totals	2,063.40	0.00	0.00	2,063.40	2,063.40	0.00

Paid By :

Dovenmuehle Mortgage, Inc.

LIPHAM SANDRA MICHELLE
 2334 A KELLY BRIDGE RD
 DAWSONVILLE, GA 30534

Cash Amt: 0.00
 Check Amt: 0.00
 Charge Amt: 0.00
 Change Amt: 0.00
 Refund Amt: 0.00
 Overpay Amt: 0.00

Check No
 Charge Acct



File: 13150227 04 10AM
 In: 0000 Pg: 0218
 Plat: Doc: PLAT
 Penalty: \$0.00 Interest: \$0.00
 Participant: 207644329
 JUSTIN POWERS, Clerk of Superior Court
 DAWSON County, Georgia

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-8-82, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT SO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLES WITH THE ANNUAL TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN O.C.G.A. SECTION 15-8-87.



row crops



N/T
 CITY OF ATLANTA
 (LOGGED CORPORATION)

GENERAL NOTES

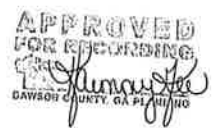
1. SURVEY PROCEDURES: THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSEST APPROXIMATION OF ONE FOOT IN 200 FEET WITH AN ANGULAR ERROR OF 1.0 SECONDS PER ANGLE POINT AND HAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FROM CLOSURE AND HAS A PRECISION OF ONE FOOT IN 322,819 FEET. EQUIPMENT USED FOR ANGULAR AND LINEAR MEASUREMENTS: TOP CON OF 1-90033A.
2. NO PORTION OF THIS PROPERTY IS IN A FEMA DESIGNATED FLOOD HAZARD AREA, AS PER F.I.R.M. PANEL # 13085C 0000C DATED APRIL 4, 2018.
3. THE UTILITY PROFESSIONAL SERVICE SHOULD BE CONTACTED AT (800) 284-2411 PRIOR TO ANY EXCAVATION FOR IDENTIFICATION OF ANY UNDERGROUND UTILITY LOCATIONS. UNDERGROUND UTILITY LOCATIONS SHOWN ARE BASED ON ABOVE GROUND EVIDENCE ONLY.
4. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND/OR NECESSARY FOR THE ESTABLISHMENT OF THE BOUNDARIES OF THIS PARCELS. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
5. DAWSON COUNTY TAX MAP 078, PARCEL 40.
6. CURRENT ZONING IS RSMUM PER DAWSON COUNTY ZONING. RSMUM SETBACKS ARE AS FOLLOWS:
 FRONT = 40'
 REAR YARD = 20'

N/T
 MARK SAMPLES
 DB 1047, PG 491
 PB 13, PG 335
 ZONED RSMUM
 078-048

N/T
 WILLIAM WORTH WILLIAMS
 & BARBARA WILLIAMS
 DB 447, PG 520
 ZONED RSMUM
 078-048

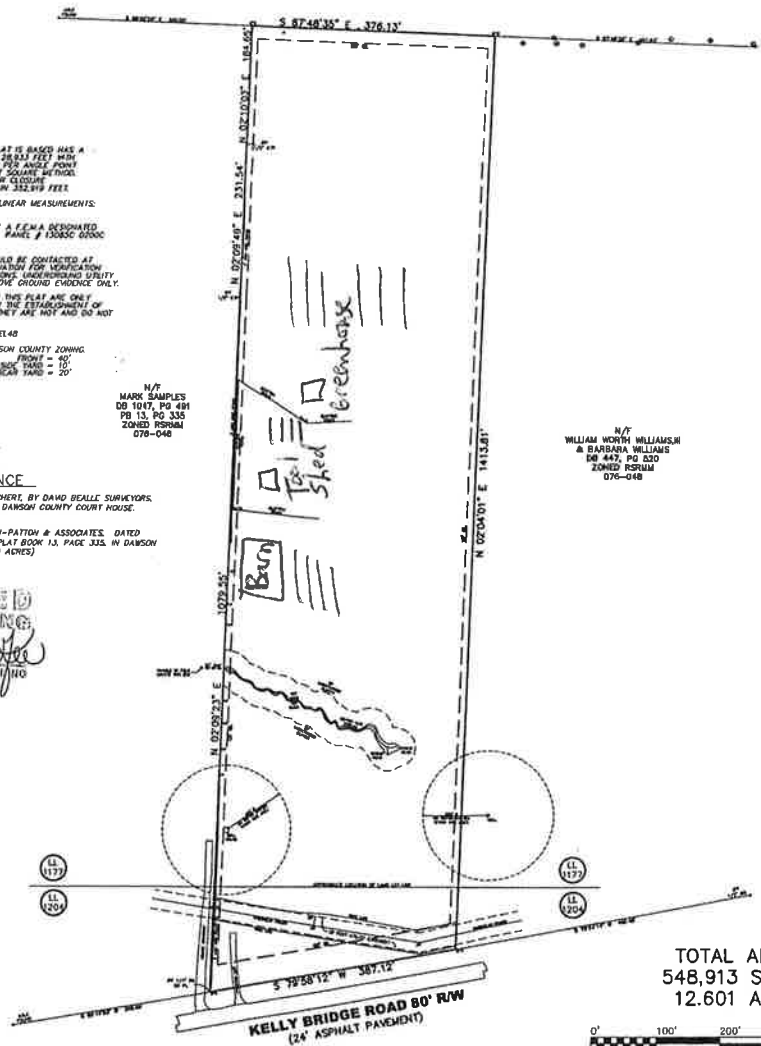
PLAT REFERENCE

1. PLAT FOR WILHELM H. AND ETTA D. INCHERT, BY DAVID BEALLE SURVEYORS, DATED MAY 2, 1991, NOT RECORDED IN DAWSON COUNTY COURT HOUSE. (SHOWING 13.34 ACRES)
2. PLAT FOR DAVID M. BAKER, BY PATTON-PATTON & ASSOCIATES, DATED NOVEMBER 7, 1983 AND RECORDED IN PLAT BOOK 13, PAGE 335, IN DAWSON COUNTY COURT HOUSE. (SHOWING 10.49 ACRES)



LEGEND

- PPS - 3/4" DIA PIPES
- PPH - 1" DIA PIPES
- PPM - 1 1/2" DIA PIPES
- PPS - 2" DIA PIPES
- PPH - 3" DIA PIPES
- PPM - 4" DIA PIPES
- PPS - 6" DIA PIPES
- PPH - 8" DIA PIPES
- PPM - 10" DIA PIPES
- PPS - 12" DIA PIPES
- PPH - 14" DIA PIPES
- PPM - 16" DIA PIPES
- PPS - 18" DIA PIPES
- PPH - 20" DIA PIPES
- PPM - 22" DIA PIPES
- PPS - 24" DIA PIPES
- PPH - 26" DIA PIPES
- PPM - 28" DIA PIPES
- PPS - 30" DIA PIPES
- PPH - 32" DIA PIPES
- PPM - 34" DIA PIPES
- PPS - 36" DIA PIPES
- PPH - 38" DIA PIPES
- PPM - 40" DIA PIPES
- PPS - 42" DIA PIPES
- PPH - 44" DIA PIPES
- PPM - 46" DIA PIPES
- PPS - 48" DIA PIPES
- PPH - 50" DIA PIPES
- PPM - 52" DIA PIPES
- PPS - 54" DIA PIPES
- PPH - 56" DIA PIPES
- PPM - 58" DIA PIPES
- PPS - 60" DIA PIPES
- PPH - 62" DIA PIPES
- PPM - 64" DIA PIPES
- PPS - 66" DIA PIPES
- PPH - 68" DIA PIPES
- PPM - 70" DIA PIPES
- PPS - 72" DIA PIPES
- PPH - 74" DIA PIPES
- PPM - 76" DIA PIPES
- PPS - 78" DIA PIPES
- PPH - 80" DIA PIPES
- PPM - 82" DIA PIPES
- PPS - 84" DIA PIPES
- PPH - 86" DIA PIPES
- PPM - 88" DIA PIPES
- PPS - 90" DIA PIPES
- PPH - 92" DIA PIPES
- PPM - 94" DIA PIPES
- PPS - 96" DIA PIPES
- PPH - 98" DIA PIPES
- PPM - 100" DIA PIPES



TOTAL AREA
 548,913 SQ. FT.
 12.601 ACRES



Trail and Son, Inc.
 LAND PLANNERS & SURVEYORS
 CONSTRUCTION MANAGEMENT
 3898 WAR HILL DAWSON RD DAWSONVILLE, GEORGIA 30534
 PHONE: (706) 216-8980 CELL: (706) 974-7046
 FAX: (706) 265-4543 E-MAIL: btrail@windstream.net

REVISIONS	PLAT DATE: OCTOBER 19, 2020
ADD LAND LOT LINE NOVEMBER 2, 2020	SURVEY DATE: OCTOBER 12, 2020
	FIELD DATE: JLT
	DRAWN BY: BDT
	DATE PLO: 0720-0054

BOUNDARY SURVEY
 FOR
MICHELLE LIPHAM
 LAND LOTS 1177 & 1204
 4TH. DISTRICT - 1ST. SECTION
 DAWSON COUNTY, GEORGIA

12/7/2021

To: Dawson County Planning

Re: Rezone 2422 Kelly Bridge Rd, Dawsonville GA
TO RA 30534

To whom It May Concern:

I am wanting to rezone from RSRM to RA so I can have a garden business and sell cut flowers, shrubs and perennials to landscapers, florists and other people/businesses.

Thank You,
Sandra Michelle Lipha

2021 12 07 10:41 AM



Overview



Legend

 Parcels

Parcel ID: 076 048 001
Alt ID: 17249
Owner: LIPHAM SANDRA MICHELLE
Acres: 12.8
Assessed Value: \$228000

Date created: 12/22/2021
Last Data Uploaded: 12/21/2021 10:49:13 PM

Developed by 



ZA22-01 STAFF REPORT

Applicant	Michelle Lipham
Amendment #	ZA 22-01
Request	Zone a parcel from RSRMM to R-A
Proposal	Zoning the parcel to R-A (Residential Exurban/Agricultural for agricultural endeavors
Land Use (Zoning)	RSRMM (Residential Sub Rural Manufactured Moved)
Acreage	12.6± acres
Location	Kelly Bridge Road
Tax Parcel	076-048-001
Planning Commission Meeting Date	January 18, 2022
Board of Commission Hearing Date	February 17, 2022

Applicant Proposal

The property owner is seeking to zone the parcel from RSRMM to R-A for the purpose of utilizing the property for agricultural purposes. Agricultural uses include horticulture. A roadside stand is a permitted use for the sale of products grown on the property subject to performance standards of the code. The application details a floriculture business to sell flowers, shrubs and perennials to landscapers and florists.

Existing Land Uses

Ms. Lipham purchased the land in 2020 and built a single-family residence soon thereafter.

Adjacent Land Uses	Zoning	Land Use
North	R-A	Vacant
South	RSRMM	Residential
East	RSRMM	Residential
West	R-A	Residential

Relationship to the Comprehensive Plan and FLUP (Future Land Use Plan)

According to the 2018 comprehensive plan and accompanying FLUP (Future Land Use Plan), the subject property is identified as Rural Residential. The Rural Residential category seeks to preserve the pastoral landscape of the west of Dawson County. The area includes exurban and rural residences, farms and forests.

PUBLIC FACILITIES/IMPACTS

Environmental Health Department – “The septic system application noted public water for the property. Any additional structures with restrooms will need a septic system permit.”

Etowah Water & Sewer Authority – “If any site work will impact existing water main, contact EWSA immediately.”

Planning & Development - Best Management Practices must be observed for the clearing and grading of the site to contain stormwater run-off and soil erosion concerns. All proposed structures require a building permit.

STAFF ANALYSIS

- A. The existing uses and classification of nearby property.**
The request to pursue agricultural activities is consistent with the size of the parcel and the area.
- B. The extent to which property values are diminished by the particular land use classification.**
For wholesale activity and possible a roadside stands the property values of the area should not be negatively impacted.
- C. The extent to which the destruction of property values of the applicant promotes the health, safety, morals, or general welfare of the public.**
The conservation of agricultural and forestry land use from development into other uses is encourage. Consideration should be should be given to soil and erosion control and maintaining a natural buffer along property lines.
- D. The relative gain to the public, as compared to the hardship imposed upon the individual property owner.**
The conservation of agricultural rural lands is a gain to the public.
- E. The suitability of the subject property for the proposed land use classification.**
The proposed use is the most suitable use in the Residential-Agricultural land use district.
- F. The length of time the property has been vacant under the present classification, considered in the context of land development in the area in the vicinity of the property.**
Not applicable
- G. The specific, unusual, or unique facts of each case, which give rise to special hardships, incurred by the applicant and/or surrounding property owners.**
Not applicable

PHOTO OF SITE:



**PUBLIC NOTICE
ON ZONING**

AN APPLICATION HAS BEEN FILED WITH
SUPERIOR JURISDICTION TO
APPLY FOR ZONING REGULATIONS TO
AS THE OWNER OF THE PROPERTY

APPLICANT *Michelle Lopham*
CASE # *ZK2021-01*
RE *Special Use Zoning Ordinance*

HEARINGS WILL BE HELD BY:
PLANNING COMMISSION BOARD OF COMMISSIONERS
DATE *January 11, 2021* TIME *10:00 AM*
TIME *10:00 AM* THE TOWN HALL/PLANNING
COMMISSION BOARD OF COMMISSIONERS

HEARING LOCATION:
DAWSON COUNTY GOVERNMENT CENTER
ASSEMBLY ROOM 2303
21 JUSTICE WAY DAWSONVILLE GA 30234
FOR ADDITIONAL INFORMATION CALL
DAWSON COUNTY PLANNING AND DEVELOPMENT
706.328.5470

THIS SIGN MUST BE REMOVED WITHOUT AUTHORIZATION

Aerial View



DAWSON COUNTY
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RESPONSIBILITIES,
LIABILITIES OR
DAMAGES FROM THE USE
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Scale: 1:2,694

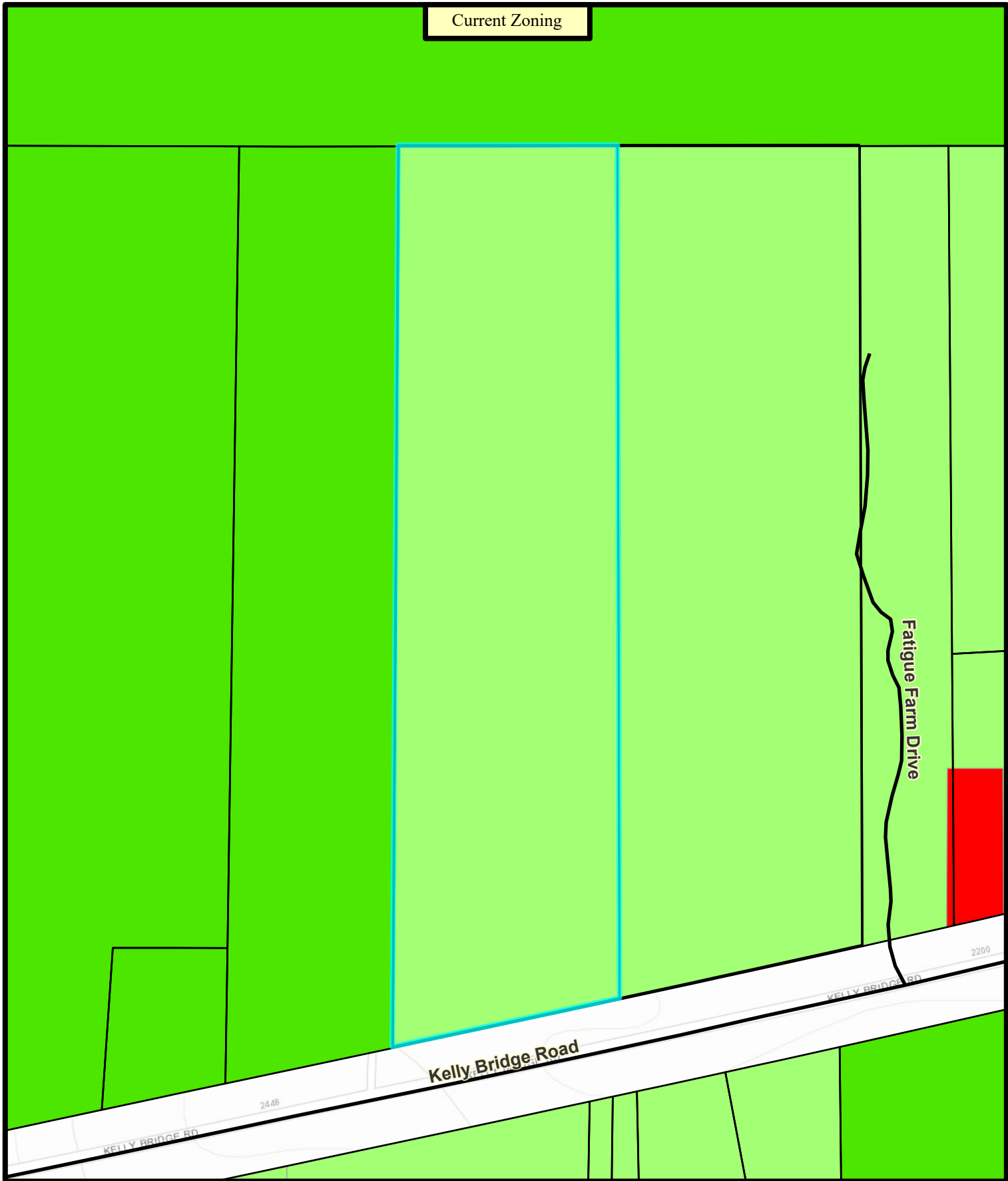
Dawson County
Planning and Development

61

Site Report

Parcel #: 076-048-001
Current Zoning: RSRMM
FLU: RR
Application #: ZA 22-01

Current Zoning



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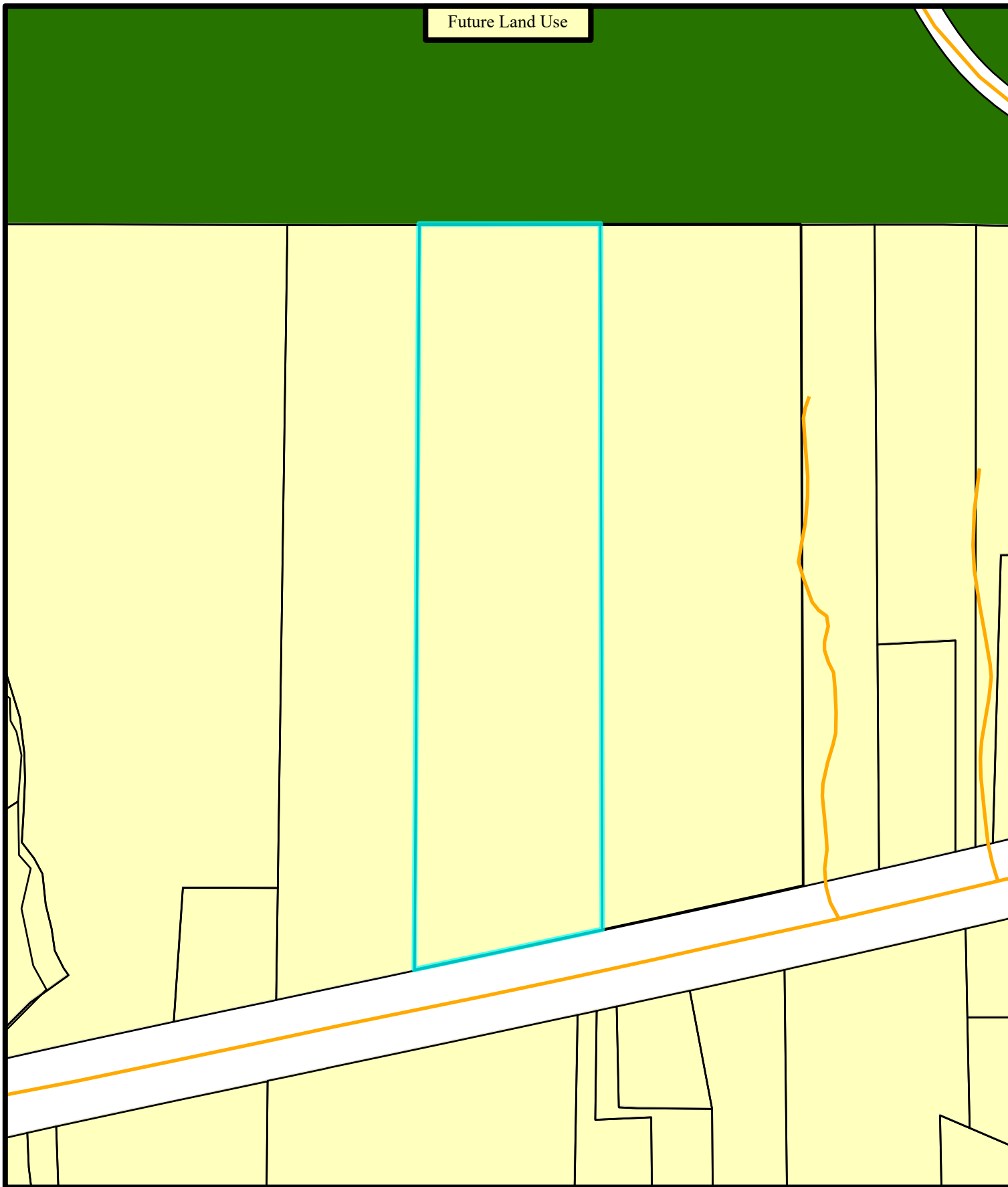


Scale: 1:2,694

Dawson County
Planning and Development
62
Smart Report

Parcel #: 076-048-001
Current Zoning: RSRMM
FLU: RR
Application #: ZA 22-01

Future Land Use



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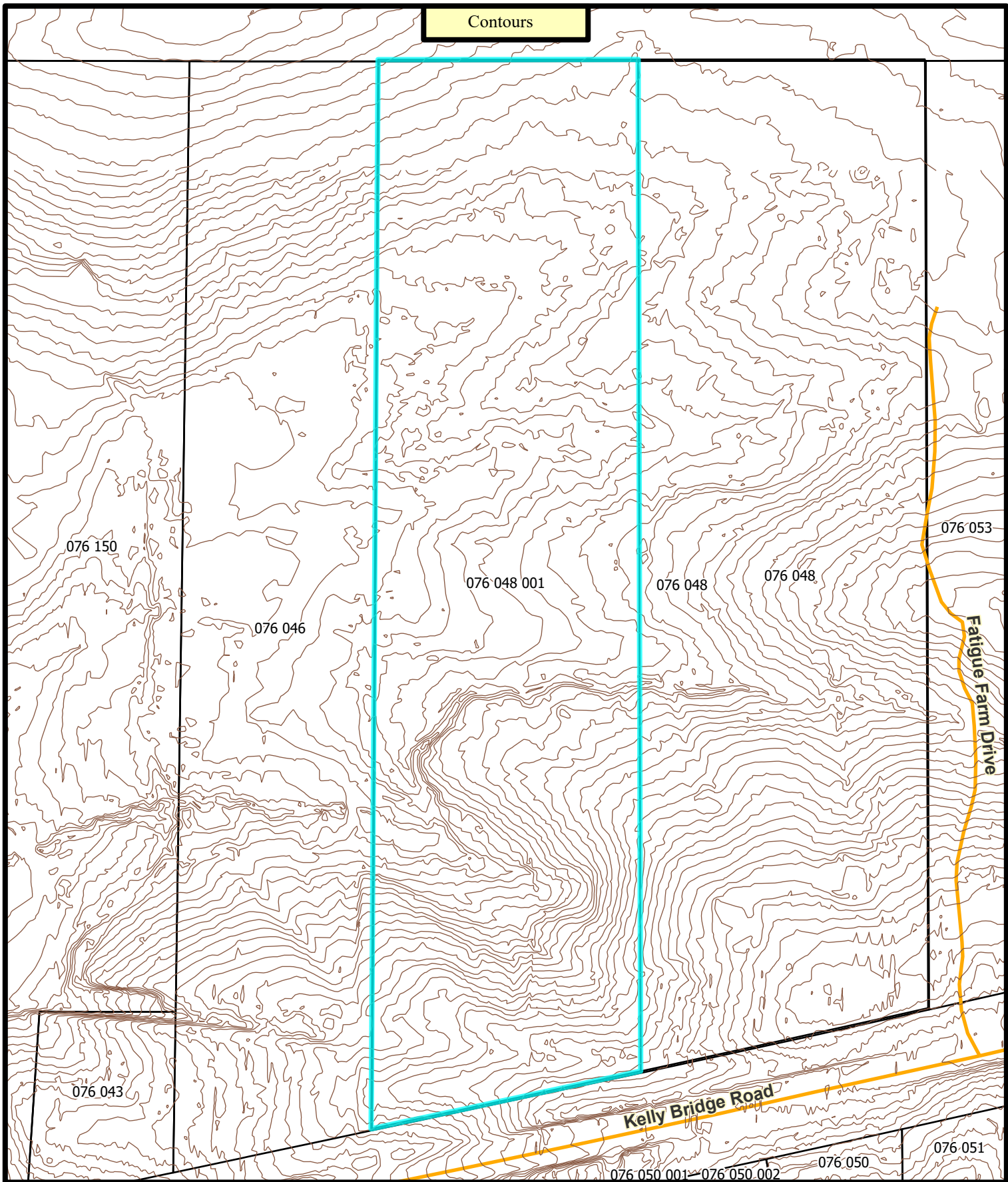


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Dawson County
Planning and Development
63
Smart Report

Parcel #: 076-048-001
Current Zoning: RSRMM
FLU: RR
Application #:ZA 22-01

Contours



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Scale: 1:2,694

Dawson County
Planning and Development
64
Site Report

Parcel #: 076-048-001
Current Zoning: RSRMM
FLU: RR
Application #: ZA 22-01

Franchise Agreement

between

Dawson County, Georgia

and

Community Television Company

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FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is effective as of the date last signed by both parties below (the "Effective Date"), and is between **DAWSON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, by and through its Board of Commissioners, (the "Franchising Authority," "Franchise Authority," or, the "County"), and **COMMUNITY TELEVISION COMPANY**, a Georgia corporation, and subsidiary of Ellijay Telephone Company, whose principal place of business is located at 224 Dalton Street, Ellijay, GA, 30540 (hereinafter collectively referred to as the "Company"), collectively referred to herein as the "parties." For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A attached hereto.

WITNESSETH

The Franchising Authority, having determined that the financial and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1 GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise to occupy and use the Streets within the Franchise Area to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement (the "Franchise"). This Franchise authorizes Cable Service only, and it does not grant any right(s) of the Company to provide other services. The Franchise Authority may promulgate ordinances, rules, regulations, terms and conditions governing its rights-of-way utilization and accommodation thereto as it solely deems necessary, and the Company must comply with the same by during the term of this Agreement.

1.2 Term of Franchise. This Agreement shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Notwithstanding anything to the contrary or in conflict herein, nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any

codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets, or (iv) be construed as a waiver of any sovereign immunity or official immunity of the Franchise Authority.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to County residents; promote local communications infrastructure investments and economic opportunities in the County; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

If any other VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company's proposed Franchise modifications or other appropriate authorization (to the extent the parties determine such modification or authorization is necessary), and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such said negotiations, then the parties shall amend this Agreement to include the modifications; to the extent possible and permitted by law, further modifications to this Agreement, or other authorizations, shall contain terms and conditions which are substantially the same that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area. Notwithstanding the foregoing, it is the obligation of the Company to initiate further negotiations with the Franchise Authority as it relates to ensuring competitive equity, and as such, the Franchise Authority shall not be required herein to give notice of other agreements when new terms are negotiated with new VSPs or CSPs.

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local Law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the

written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The parties shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority, or unless as otherwise agreed in writing by the parties. To the extent permitted by law, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

SECTION 2 THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates, or plans to operate, a Cable System within certain areas within the Franchise Area (the same area may be referred to hereinafter as the "Company Service Area"); the said Company Service Areas may be increased/or modified within the Franchise Area from time to time after giving the County reasonable notice of the same and providing appropriate documentation and information such that permits, right of way, easements, and etc. can be executed as needed.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over one hundred forty-nine (149) Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with Section 624A (Consumer Electronics Equipment Compatibility Standards) of the Cable Act, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC, as more detailed in Title 47 Telecommunications, Chapter 1 Federal Communications Commission, Part 76, Subpart K, 76.601, 605, 609, 610, 611, which may be amended from time to time.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with applicable ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall obtain all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The issuance of permits, licenses, or other approvals shall not be unreasonably delayed or withheld by the Franchising Authority. The Company shall construct, install, and maintain the Cable System in a safe, thorough, and reliable manner, using good and durable quality of materials which meet commercial standards. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The Company agrees and acknowledges that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company shall thereafter comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority, and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, to conform with the new grades or lines.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary

relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Georgia Department of Transportation's Utility Accommodation Policy and Standards Manual. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. Should there be trees or other natural growth overhanging any of Companies Cable System in the Franchise Area, then to avoid hazardous contact with the Company's wires, cables, or other equipment, then the Company shall send written notice to the Franchise Authority regarding the same. prior to any removal of such overgrowth or debris.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1.

2.4.6 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. The Company shall not be required to pay franchise fees on gross revenues earned from Subscribers in annexed areas until sixty (60) days after receiving such notice from the Franchising Authority; notwithstanding, failure on behalf of the Franchising Authority to give notice of same does not constitute a breach of contract herein.

SECTION 3 CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4 COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area. Pursuant to O.C.G.A. § 36-76-6(h), the foregoing franchise fee is in lieu of any permit fee, encroachment fee, or other fee that is applicable to public right of way that would otherwise be necessary here for a non-VSP or non-CSP.

4.1.2 Franchise Fees—Payment. The Company shall pay the franchise fees directly to the Franchising Authority within thirty (30) days after the last day of each calendar quarter and such payment shall be remitted simultaneously with the submission of the Company's franchise fee report as set forth below in Section 4.1.3.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit a report to the Franchising Authority, no later than thirty (30) days after the last day of each calendar quarter (i.e., last day of March, June, September, and December) throughout the term of this Agreement, setting forth the Gross Revenues during said calendar quarters.

(a) O.C.G.A. § 36-76-6. Franchise fees. Pursuant to § 36-76-6(b)(1)-(2), such fee report shall (i) detail the aggregate amount of gross revenues specifically identifying subscriber, advertising, and home shopping service revenues (if the Company's existing billing system has such capability to do so), and, (ii) detail amount of fee payment due to the Franchising Authority.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit period shall be limited to three (3) years following the end of the quarter in which the disputed amount was incurred.

If, as a result of such audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten

percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out of pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority, and the parties thereafter may enter into a settlement agreement regarding the outstanding fees. The Company shall pay the Franchising Authority any undisputed outstanding fees within forty-five (45) days, or as otherwise agreed in writing by the parties, following the date of an executed settlement agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The Company and the Franchising Authority acknowledge and agree that the provisions of O.C.G.A. § 36-76-6(h) govern this Agreement. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax, and are therefore in addition to any and all taxes of general applicability or other fees or charges (including any fees or charges which may be imposed on the Company for the use of poles, conduits or similar facilities that may be owned or controlled by the Franchising Authority) which the Company, or any affiliated person thereto, shall be required to pay the Franchising Authority. The Franchising Authority and the Company further agree that no additional business license fees, occupational license fees, or permits shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

4.4 Service to Governmental and Institutional Facilities.

4.4.1 Complimentary Installation and Service. The Company shall, within thirty (30) days of receipt of a written request by the Franchising Authority, provide complimentary standard installation and complimentary basic Cable Service on outlets for public buildings within the Company Service Area, as the *Board of Commissioners* of the Franchise Authority may so select.

4.4.2 Government Discounts. The Company may provide a government discount rate if the Franchising Authority requests additional outlets at a public school or public library or requests Cable Service to any other government facility within the Company Service Area.

SECTION 5 COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with all material laws, rules, and ordinances of the Franchising Authority; notwithstanding, the said acknowledgement will not preclude the Franchise Authority from pursuing recourse permitted by law in the event it is discovered that Company was not in compliance of applicable laws and ordinances as of the Effective Date.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Georgia Open Records Act (O.C.G.A. § 50-18-70, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission as may be required by O.C.G.A. § 50-18-72(a)(34). In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Georgia Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 9.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information. Notwithstanding, the Company may grant the Franchising Authority the right to view or inspect certain documents which the Company believes to be confidential so long as no do document copies are made.

(a) Notwithstanding the foregoing paragraph in this Section 5.4, The Company shall indemnify and hold harmless the Franchising Authority, its employees, agents, and elected officials for any claim arising out of the Franchising Authority's production, in response to a request by any person or entity, to produce documents the Company has not designated as "Confidential" or "Trade Secret." The Franchising Authority will not disclose to any person any Requested Records in the Franchising Authority's possession labeled by the Company as "Confidential" or "Trade Secret" unless such disclosure is required by law or compelled by court order.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws.

Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Company shall have no liability, nor shall it be required to provide indemnification to the Franchising Authority for its use of the Emergency Alert System.

SECTION 6 ENFORCEMENT & TERMINATION

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond, cure the alleged noncompliance, or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, and after the hearing provided for in Section 6.3 above, if the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

- (a) seek specific performance; or
- (b) commence an action at law for monetary damages or seek other equitable relief; or
- (c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written

notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under applicable federal law or regulation.

6.6 Franchise Termination. In addition to Franchise Authority's right to terminate as permitted by law, the Franchise Authority may also terminate this Agreement granted in case of material noncompliance by Grantee. "Material Noncompliance" shall include:

- (a) A material violation by Company of any term, condition, or provision of this Agreement that remains uncured within the applicable cure period; or
- (b) Failure of Company to comply with any provision of this Agreement; or
- (c) Company becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt, or there is a notice of prospective foreclosure or other judicial sale of all or a substantial part of the Cable System; or
- (d) Company abandons the Cable System; or
- (e) Company fails to operate the Cable System for a period of 30 days; or
- (f) Company commits fraud upon the Franchise Authority;
- (g) Company fails to comply with any applicable federal, state, or local laws, as it relates to the Company's obligations herein and performance of this Agreement.

SECTION 7
ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the *County Manager* of the Franchise Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1, *et seq.*); and
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee; and
- (d) a description of material changes, if any, of the information set forth in the transferee's initial application for a state franchise.

SECTION 8
INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Georgia with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident, and Five Hundred Thousand Dollars (\$500,000.00) for automobile insurance/combined bodily injury, and property damage. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the County.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Georgia Workers Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or

removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9 MISCELLANEOUS

9.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations.

9.2 Appendices. The Appendices attached to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date.

9.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of Dawson County, Georgia.

9.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including, without limitation, all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company.

9.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid, or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:
Attn: Mr. Billy Thurmond, Chairman
Dawson County Board of Commissioners

25 Justice Way, Suite 2313
Dawsonville, Ga 30534
Phone: 706-344-3500

COMPANY:
Attn: Cora Payne
Community Television Company
P.O. Box O or
224 Dalton St. Ellijay, Georgia 30540
Phone: 706-276-2271

9.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

9.7.1 Organization, Standing, and Authorization. Community Television Company is a Georgia corporation validly existing and in good standing under the laws of the State of Georgia and is duly authorized to do business in the State of Georgia and in the Franchise Area.

9.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition, to the commercial standard, throughout the term of this Agreement.

9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including, without limitation, the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including, without limitation, the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights

or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

9.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 Governing Law. This Agreement shall be deemed to be executed in Dawson County, State of Georgia, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Georgia, as applicable to contracts entered into and to be performed entirely within that state.

9.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Georgia ("Federal Court") or in a court of the State of Georgia of appropriate jurisdiction ("Georgia State Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Georgia State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 9.6, or to such other address as the Company may provide to the Franchising Authority in writing.

9.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

9.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to

correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 9.16.

9.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words “reasonable,” “good faith,” or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

9.19 No Third Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

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

9.21 Waiver; Sovereign Immunity. Notwithstanding anything in conflict or to the contrary herein, no express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of Franchise Authority’s sovereign immunity or any individual’s qualified, good faith or official immunities.

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[SIGNATURES TO BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the party of the first part, by its Chairman, thereunto duly authorized by the Board of Commissioners of said Franchising Authority, has caused the corporate name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

FRANCHISE AUTHORITY: DAWSON COUNTY, GEORGIA,

By: _____
Name: Billy Thurmond Date
Title: Chairman, Board of Commissioners

(County Seal)

Attest: _____
Its: County Clerk

Date: _____

COMPANY: COMMUNITY TELEVISION COMPANY, a Georgia corporation

By: John M. Harrison 1-25-22
Name: _____ Date
Title: President/Vice President

(Corporate Seal)

Attest: Caralayne 1-25-22
Corporate Secretary Date

Date: January 25, 2022

[APPENDICES BEGIN ON THE FOLLOWING PAGE]

APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

“Agreement” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“Basic Service” means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

“Cable Act” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“Cable Service” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

“Cable Service Provider” or **“CSP”** means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“Cable System” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

- (A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;
- (B) a facility that serves Subscribers without using any public right-of-way as defined herein;
- (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
- (D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“Channel” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“Company” means both Community Television Company, a Georgia corporation validly existing under the laws of the State of Georgia, whose principal place of business is located at 224 Dalton Street, Ellijay, GA, 30540, or lawful successors, transferees, designees, or assignees thereof.

“FCC” means the Federal Communications Commission, its designee, or any successor thereto.

“Franchise Area” means the unincorporated areas of Dawson County, Georgia.

“Franchising Authority” means Dawson County, Georgia, a political subdivision of the State of Georgia, by and through its Board of Commissioners, or lawful successor, transferee, designee, or assignee thereof.

“Gross Revenues” means all revenues received from Subscribers for the provision of Cable Service or Video Service, including franchise fees for Cable Service Providers and Video Service Providers and advertising and home shopping services, and shall be determined in accordance with Generally Accepted Accounting Principles (“GAAP”). Gross Revenues shall not include:

(A) amounts billed and collected as a line item on the Subscriber’s bill to recover any taxes, surcharges, or governmental fees that are imposed on or with respect to the services provided or measured by the charges, receipts, or payments therefore; provided, however, that for purposes of this definition of “Gross Revenue,” such tax, surcharge, or governmental fee shall not include any ad valorem taxes, net income taxes, or generally applicable business or occupation taxes not measured exclusively as a percentage of the charges, receipts, or payments for services to the extent such charges are passed through as a separate line item on Subscriber’s bills;

(B) any revenue not actually received, even if billed, such as bad debt;

(C) any revenue received by any affiliate or any other person in exchange for supplying goods or services used by the provider to provide Cable or Video Programming;

(D) any amounts attributable to refunds, rebates, or discounts;

(E) any revenue from services provided over the network that are associated with or classified as non-Cable or non-Video Services under federal law, including, without limitation, revenues received from telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising revenue including, without limitation, yellow

pages, white pages, banner advertisements, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of one or more Cable or Video Services and sold for a single non-itemized price, the term “Gross Revenues” shall include only those revenues that are attributable to Cable or Video Services based on the provider’s books and records, such revenues to be allocated in a manner consistent with generally accepted accounting principles;

(F) any revenue from late fees not initially booked as revenues, returned check fees or interest;

(G) any revenue from sales or rental of property, except such property as the Subscriber is required to buy or rent exclusively from the Cable or Video Service Provider to receive Cable or Video Service;

(H) any revenue received from providing or maintaining inside wiring;

(I) any revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, provided the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; or

(J) any amounts attributable to a reimbursement of costs including, but not limited to, the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming.

“**Person**” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

“**Signal**” means any transmission of radio frequency energy or of optical information.

“**Streets**” means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

“**Subscriber**” means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

“**Video Programming**” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“**Video Service**” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video

Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“Video Service Provider” or **“VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B
CUSTOMER SERVICE STANDARDS

Code of Federal Regulations
Title 47, Volume 4, Parts 70 to 79
Current through December 23, 2021

TITLE 47—TELECOMMUNICATION
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION
PART 76—CABLE TELEVISION SERVICE
Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Cable operators are subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These

standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(ii) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are

not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

Note to § 76.309: Section 76.1602 contains notification requirements for cable operators with regard to operator obligations to subscribers and general information to be provided to customers regarding service. Section 76.1603 contains subscriber notification requirements governing rate and service changes. Section 76.1619 contains notification requirements for cable operators with regard to subscriber bill information and operator response procedures pertaining to bill disputes.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **Emergency Services**

Work Session: **02.03.22**

Prepared By: **Danny Thompson**

Voting Session: **02.17.22**

Presenter: **Danny Thompson**

Public Hearing: Yes _____ No **X**

Agenda Item Title: **Purchase of Ambulance**

Background Information:

Dawson County currently has three 2016 and two 2017 units in service. We are currently seeing escalating annual maintenance costs, coupled with increased out-of-service time with some of our units. All of our units have over 140k miles, and Med 6 has 191k miles. We are anticipating delivery of two new units in mid-2022.

Current Information:

The current ambulance and equipment cost proposal is \$883,262 from our vendor, Ten-8 Fire. Medical equipment costs for these units will account for \$270,884 of the above price. We request approval to issue a P.O. and utilize SPLOST VII funds once the units arrive. The purchase will be made on the Florida Sheriffs Association cooperative purchasing agreement FSA20-VEF-14.01. The current projected delivery date is 24 months from date of issuance of the P.O.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	Fire					

Recommendation/Motion: Approve agenda item

Department Head Authorization: FDT

Date: 1.25.22

Finance Dept. Authorization: Vickie Neikirk

Date: 1/25/22

County Manager Authorization: David Headley

Date: 1-25-2022

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



Equipment Proposal

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List (or for ambulance sales, the Quotation, or Order Form, as applicable), Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: January 27, 2022 ("Proposal Date") **Customer:** Dawson County BOC ("Customer")

Customer Address: 393 Memory Lane Dawsonville, GA 30534

Quantity	Product Description & Options	Price
2	2024 Ram 5500 4x4 with Osage Super Warrior Ambulance conversion per the attached specifications FSA Bid FSA20-VEF 14.01:Ambulances & Other Equip. Ambulance Type 1 @ \$306,189	\$612,378.00
1	Per Equipment quote SQ11018	\$270,884.00
Purchase Price:		\$883,262.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 24 (months) after Company receives Customer's acceptance of this Proposal as defined below.

Other: _____

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: _____

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By: *David Bartley*

Title: **Authorized Sales Representative**

Print: **David Bartley**

Date: 1/27/22

EXHIBIT A

PROPOSAL OPTION LIST
(OR FOR AMBULANCE SALES, THE QUOTATION, OR ORDER FORM, AS APPLICABLE)

-Standard Features and Dawson Option List Documents to Follow This Page-

EXHIBIT B
WARRANTY

-Warranty Document to Follow This Page-

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

-Amended Purchasing Terms and Conditions to Follow This Page-

PURCHASING TERMS AND CONDITIONS

(Florida)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety, LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- i. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s) as set forth in Company's Equipment Proposal ("Purchase Price"). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of

the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Dawson County Fire Station. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, including transportation or delivery losses outside of Company's control, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Dawsonville, GA.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Georgia. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.
16. Mutual Indemnification: Likewise Ten-8 Fire & Safety, LLC will indemnify and hold harmless Dawson County and its officials, employees, agents and contractors from any and all claims, suits, actions, proceedings, fines, penalties, losses, damages, liabilities, costs and expenses (including all reasonable attorney fees and actual court costs) that arise from, out of, or are caused by any negligent act or omission or any reckless or intentionally wrongful conduct of or by Ten-8 Fire & Safety, LLC its officers, directors, agents or employees in connection with performance or compliance with duties required under this Agreement.



DAWSON COUNTY FINANCE DEPARTMENT

COOPERATIVE AGREEMENT PURCHASE MEMORANDUM

TO : Billy Thurmond, Chairman, Dawson County Board of Commissioners
THRU: David Headley, County Manager
FROM: Melissa Hawk, Purchasing Manager
RE : Ten-8 Fire & Safety Equipment of GA
DATE: January 27, 2022

Fire Chief Danny Thompson and I are requesting that the approval is granted for a cooperative agreement purchase for Ten-8 Fire & Safety Equipment of GA to provide two (2) 2024 Ram 5500 4x4 with Osage Super Warrior Ambulance conversion per specifications and equipment list attached to the proposal from Ten-8 dated January 27, 2022, in the amount of \$883,262.00.

This purchase will be made through the Florida State Association contract #FSA 20-VEF 14.01: Ambulances and Other Equipment.

Please initial either the agreeance or disagreeance statement, then sign and date below for these services.

Thank you,

Melissa Hawk
Dawson County – Purchasing
Purchasing Manager

_____ I am in agreeance with the above cooperative agreement purchase approval request.

_____ I am in disagreeance with the above cooperative agreement purchase approval request.

Signature: _____ Date: _____

Vickie Neikirk
Chief Financial Officer

Accounting

Accounts Payable

Accounts Receivable

Budget

Grant Administration

Payroll

Purchasing

Dawson County
Government Center
25 Justice Way, Suite 2214
Dawsonville, GA 30534
Phone 706-344-3501
Fax 706-531-3504

2024 OSAGE “2168 SUPER WARRIOR” TYPE I

2024 RAM “5500 HD”

STANDARD FEATURES

- MEMBER AMD / NTEA & RAM PRO-CARE ·
- CERTIFIED KKK-1822-F & ALL REVISIONS ·
- CERTIFIED CAAS GVS V2.0 ·

CHASSIS

- 2024 Dodge 5500 w/ AH2 Amb Prep Pkg
- Choice of 2WD or 4WD
- 192.5” Wheelbase w/ Dual Rear Wheels
- GVWR: 19,500 LBS
- 6.7 L I6 Cummins Turbo Diesel
- Engine Hour Meter
- Voltage Monitoring Auto Idle Up System
- Aisin 6-Speed HD Automatic Transmission
- 4-Wheel Disc Brakes w/ ABS
- Stainless Steel Wheel Inserts
- Aluminum Diamond Plate Running Boards
- Rear Mud Flaps
- Dual Air Bags
- Dodge SLT Trim Package
- Dual Map Lights
- Tilt Steering Wheel & Cruise Control
- Electric Windows & Door Locks
- Keyless Remote Entry
- AM/FM Stereo Clock Radio w/ CD & Cassette
- OEM High Back Seats
- Rubber Floor Mat I.L.O. Carpet
- OEM Mirrors, Heated and Power Adjust
- Daytime Running Lights

MODULE

- Module Dimensions:
168” L x 91” H x 96” W
- **Totally “Seamless” Body Construction**
- Exterior Side & Roof Panels .125” Aluminum
- One-Piece Exterior Side Panels
- One-Piece Crowned Roof
- Frame Members 2” x 2” Aluminum Tubing
- Frame Members on 12” Centers
- Diamond Plate Shields:
 - * Across Lower Rear of Body
 - * Across Lower Front of Body
 - * Lower 1/3 of Entry Doors
- All Exterior Doors “Pan-Formed” / Extruded Double Break Construction
- All Body Openings “Seamless”
- **All Door Latches Mounted Behind Gaskets**
- Exterior Compartment @ Front Left for Storage of Oxygen Tank and Back Boards
- Curbside Backboard Storage
- Exterior Compartment Adjustable Shelving
- Exterior Compartment Lighting
- Cast “Grabber” Door Holders
- Lower Body Impact Rub Rails
- Polished Stainless Steel Fenderettes
- Grip Strut Rear Step Bumper w/ 4” x 18” Dock Bumpers
- Automotive Undercoating

WARNING SYSTEM

- Six Red Whelen ION-T LED’s Mounted in Chrome Flanges: Two in Grill, Two in Front Fenders, Two on Side of Modular Body above Rear Wheels.
- Eight Red LED Whelen 9x7 Modular Lights
- One Clear LED Whelen 9x7 Front Modular Light
- One Amber LED Whelen 9x7 Rear Modular Light
- Two Optic Whelen 9x7 Scene Lights Per Side
- LED Clearance / Marker Lights
- Two Optic Whelen 9x7 Rear Load Lights
- Primary / Secondary Switching
- Whelen 295 SLSA1 Siren w/ Siren / Horn Switch
- Cast Siren Speaker
- Rear DOT Lighting Whelen LED 4x6 w/ Chrome Flanges: Red Tail / Brake, Amber Arrow Turn
- Reverse is Halogen

PAINT & MARKINGS

- 8” Belt Line Paint Stripe
- Base Coat / Clear Coat Modular Paint
- “No Smoking” & “Fasten Seat Belt” Signs
- Ambulance / Star-of-Life Decals

2024 OSAGE “2168 SUPER WARRIOR” Type I – 2024 RAM “5500 HD” – Standard Features

ELECTRICAL

- Ram OEM Alternator, 220 Amps
- Digital Voltmeter
- Audible Low Voltage Alarm
- Bosch, Vanner, Cole-Herse & Weldon Components
- Weldon V-Mux 100% Solid State Microprocessor Based Multiplex Electrical System
- Wiring Color-Coded and Heat Embossed Every 6” w/ Function
- Power Distribution Panel Easily Accessible Via Hinged Access Door in Action Area
- Front Switch Console Mounted on the Floor
- Hinge Mounted Attendant Switch Console
- Control Console Backlighting Dimmer
- Battery Switch Activated via Ignition Switch
- Open Door Warning Light
- Three Light Silent Intercom
- Handheld LED Spotlight, Hardwired
- Whelen Dual Intensity LED Patient Compartment Dome Lights
- Exterior Weatherproof Shoreline Receptacle
- Two Interior 110V Duplex Receptacles
- Two Interior 12V Cigar Style Receptacles
- One Pre-Wire Antenna Cable
- Electrical Back-up Alarm w/ Auto Re-set

INTERIOR

- 72” Interior Headroom
- 49” Aisle Width
- All Vertical Corners 1” Radii
- Stainless Steel Aisle Panel, Left Side, Full Length x 18” x .060”
- Lon-Plate nonskid Vinyl Flooring Rolled 3” Up Both Sides of Aisle
- EMT Seat, Rear Facing Pedestal Mounted Deluxe **Seamless** Vinyl Captains Chair
- CPR Seat, three piece molded, contoured cushions
- Squad Bench
- Retractable Seat Belts for All Locations
- Handicap Style, 1 ½” Diameter, Full Length, Stainless Steel Overhead Grab Rail. This Rail shall be treated with Agion Anti-Bacterial Coating.
- Handicap Style, 1 ½” Diameter, Stainless Steel Door Pulls on Patient Compartment Doors. These Bars shall be treated with Agion Anti-Bacterial Coating.
- Double entry step on curbside entry door.
- Sliding “Pass-thru” Window Between Cab and Patient Compartment
- Padded Bulk-Head Cabinet Doors
- ALS Compartment w/ In/Out Access
- 2 Adjustable & 1 Fixed Shelf in ALS
- R-29 Reflectics Insulation Throughout Module
- Thermostatically Controlled Patient Compartment Heat & Cool System
- 3-Speed Manual Fan Control
- Rear Heat & Cool Unit Mounted Floor Level.
 - * Moisture Drains Directly Through Floor
 - * Short Coolant Circulation Distance
 - * Eliminates Vertical Circulation of Coolant
 - * Unit Easily Accessible for Maintenance
- Overhead Air Distribution w/ Floor Level Filtered Air Return for Optimum Circulation
- Two Recessed, Swing-up Dual IV Hangers
- “Zico” Retaining Bracket for Oxygen “M” Cyl
- Three “Ohio” Oxygen Outlets
- Impact #324 Self-Contained Suction System
- Locking Sharps Container (Shipped Loose)
- Locking Drug Compartment
- Clock w/ Sweep Second Hand
- Stryker “Performance Load” Cot Fastener
- **Seamless Seat Cushions**

WARRANTY

- Three Year / 36,000 Mile Product Conversion
- Five Year / 100,000 Mile (**Non-Pro-rated**) Modular Paint
 - Six Year / 72,000 Mile Electrical System
 - Lifetime Modular Body Structure

NOTE: See Warranty Certificate for Details

OSAGE AMBULANCE · P.O. BOX 718 · LINN, MO. 65051
800-822-3634 · FAX: 573-897-3113
www.osageambulances.com

2024 OSAGE “2168 SUPER WARRIOR” TYPE I

2024 RAM “5500 HD”

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CHASSIS

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- Engine Hour Meter
- Voltage Monitoring Auto Idle Up System
- Aisin 6-Speed HD Automatic Transmission
- 4-Wheel Disc Brakes w/ ABS
- Stainless Steel Wheel Inserts
- Aluminum Diamond Plate Running Boards
- Rear Mud Flaps
- Dual Air Bags
- Dodge SLT Trim Package
- Dual Map Lights
- Tilt Steering Wheel & Cruise Control
- Electric Windows & Door Locks
- Keyless Remote Entry
- AM/FM Stereo Clock Radio w/ CD & Cassette
- OEM High Back Seats
- Rubber Floor Mat I.L.O. Carpet
- OEM Mirrors, Heated and Power Adjust
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- Six Red Whelen ION-T LED’s Mounted in Chrome Flanges: Two in Grill, Two in Front Fenders, Two on Side of Modular Body above Rear Wheels.
- Eight Red LED Whelen 9x7 Modular Lights
- One Clear LED Whelen 9x7 Front Modular Light
- One Amber LED Whelen 9x7 Rear Modular Light
- Two Optic Whelen 9x7 Scene Lights Per Side
- LED Clearance / Marker Lights
- Two Optic Whelen 9x7 Rear Load Lights
- Primary / Secondary Switching
- Whelen 295 SLSA1 Siren w/ Siren / Horn Switch
- Cast Siren Speaker
- Rear DOT Lighting Whelen LED 4x6 w/ Chrome Flanges: Red Tail / Brake, Amber Arrow Turn
- Reverse is Halogen

PAINT & MARKINGS

- 8” Belt Line Paint Stripe
- Base Coat / Clear Coat Modular Paint
- “No Smoking” & “Fasten Seat Belt” Signs
- Ambulance / Star-of-Life Decals

2024 OSAGE “2168 SUPER WARRIOR” Type I – 2024 RAM “5500 HD” – Standard Features

ELECTRICAL

- Ram OEM Alternator, 220 Amps
- Digital Voltmeter
- Audible Low Voltage Alarm
- Bosch, Vanner, Cole-Herse & Weldon Components
- Weldon V-Mux 100% Solid State Microprocessor Based Multiplex Electrical System
- Wiring Color-Coded and Heat Embossed Every 6” w/ Function
- Power Distribution Panel Easily Accessible Via Hinged Access Door in Action Area
- Front Switch Console Mounted on the Floor
- Hinge Mounted Attendant Switch Console
- Control Console Backlighting Dimmer
- Battery Switch Activated via Ignition Switch
- Open Door Warning Light
- Three Light Silent Intercom
- Handheld LED Spotlight, Hardwired
- Whelen Dual Intensity LED Patient Compartment Dome Lights
- Exterior Weatherproof Shoreline Receptacle
- Two Interior 110V Duplex Receptacles
- Two Interior 12V Cigar Style Receptacles
- One Pre-Wire Antenna Cable
- Electrical Back-up Alarm w/ Auto Re-set

INTERIOR

- 72” Interior Headroom
- 49” Aisle Width
- All Vertical Corners 1” Radii
- Stainless Steel Aisle Panel, Left Side, Full Length x 18” x .060”
- Lon-Plate nonskid Vinyl Flooring Rolled 3” Up Both Sides of Aisle
- EMT Seat, Rear Facing Pedestal Mounted Deluxe **Seamless** Vinyl Captains Chair
- CPR Seat, three piece molded, contoured cushions
- Squad Bench
- Retractable Seat Belts for All Locations
- Handicap Style, 1 ½” Diameter, Full Length, Stainless Steel Overhead Grab Rail. This Rail shall be treated with Agion Anti-Bacterial Coating.
- Handicap Style, 1 ½” Diameter, Stainless Steel Door Pulls on Patient Compartment Doors. These Bars shall be treated with Agion Anti-Bacterial Coating.
- Double entry step on curbside entry door.
- Sliding “Pass-thru” Window Between Cab and Patient Compartment
- Padded Bulk-Head Cabinet Doors
- ALS Compartment w/ In/Out Access
- 2 Adjustable & 1 Fixed Shelf in ALS
- R-29 Reflectics Insulation Throughout Module
- Thermostatically Controlled Patient Compartment Heat & Cool System
- 3-Speed Manual Fan Control
- Rear Heat & Cool Unit Mounted Floor Level.
 - * Moisture Drains Directly Through Floor
 - * Short Coolant Circulation Distance
 - * Eliminates Vertical Circulation of Coolant
 - * Unit Easily Accessible for Maintenance
- Overhead Air Distribution w/ Floor Level Filtered Air Return for Optimum Circulation
- Two Recessed, Swing-up Dual IV Hangers
- “Zico” Retaining Bracket for Oxygen “M” Cyl
- Three “Ohio” Oxygen Outlets
- Impact #324 Self-Contained Suction System
- Locking Sharps Container (Shipped Loose)
- Locking Drug Compartment
- Clock w/ Sweep Second Hand
- Stryker “Performance Load” Cot Fastener
- **Seamless Seat Cushions**

WARRANTY

- Three Year / 36,000 Mile Product Conversion
- Five Year / 100,000 Mile (**Non-Pro-rated**) Modular Paint
 - Six Year / 72,000 Mile Electrical System
 - Lifetime Modular Body Structure

NOTE: See Warranty Certificate for Details

OSAGE AMBULANCE · P.O. BOX 718 · LINN, MO. 65051
800-822-3634 · FAX: 573-897-3113
www.osageambulances.com

Dawson County options list:

2024 Ram 5500 4x4 192"

170" x 96" X 91" Super Warrior Body

4x4 upgrade

Liquid Spring Suspension

Aluminum rims

On Spot Chains

Separate compressor for rear A/C

15,000 lb Warn Winch with grille guard.

Whelen Howler Siren

Digital Thermostat

Electric O2 with Amico O2minder

Ziamatic Auto Load for Main O2 Cylinder

Front Mounted condenser

MDT mount in cab

Chassis and Module Red all over

Dawson County Graphics package

Chevron Striping on rear facing entry door lower panels.

Chevrons on Mod Rear

Red/white reflective in lower skirt rail

Upgrade to M Series warning and scene lights

Six M Series LED Scene Lights

Two additional ION LED's in grill

Four ION LED's in Lower skirt rail

M7 over rear wheels

Add 600 LED below stop/tail/turn

Lights on interior lower entry doors to flash when open

LED Running Board lights

LED Rope Lighting in Compartments

Power to streetside rear for flashlights
Two streamlight flashlights
Vanner inverter/charger
20 Amp Auto Eject shoreline w indicator
Dual USB outlets
Additional 110 V outlets
Power door locks (all entry and compartment doors)
Reverse & Patient Camera
Mermaid "Dual Temp" Temperature Controlled Cabinet
S_SCORT III portable suction
Additional O2 outlet over squad bench
Additional Grab rail over squad bench
Glove box storage
Stainless Steel Rear Threshold (Paint to either side)
Southco Stainless steel latches
Bracket for Cardiac Monitor
Safety Net at Head of Squad Bench
Additional Shelves and dividers
Recessed Tow Hooks on mod rear
Insulated floor
Widen Curbside rear with inside outside access.
Mounting plates and brackets for Two for SCBA's
Dropped skirt line forward of rear wheels
Performance Load w/ charging
Six point Harness (3 seats) includes att seat)
Ziamatic D cylinder holders
Wet Sand & Buff for Red allover
Pre-construct meeting at Osage
Final Inspection at Osage

Delivered FOB Dawsonville GA



IN SERVICE TO SERVE YOU

TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone : 800-228-8368
Fax : 941-756-2598

Sales Quote

Page: 1

Sales Quote Number: Q230318
Sales Quote Date: 1/13/2022
Customer ID: TEN-8
SalesPerson: Van Roberts
Email: vroberts@ten8fire.com
Ten-8 Contact: Cory Pike
Email: cpike@ten8fire.com

Sell To :
DAWSON CO EMERG. SERVICES
393 MEMORY LANE
DAWSONVILLE, GA 30534

Ship To :
Ten8 Fire Equipment
1591 Collier Rd
Forsyth, GA 31029

Payment Terms : Due Upon Receipt of Product Or Service

Ship Via : STANDARD DELIVERY

Table with 6 columns: Item No., Description, Unit, Quantity, Selling Pric, Total Price. Contains multiple rows of equipment and materials.

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 270,883.28

Subtotal: 270883.28
Invoice Discount: 0.00
Total Sales Tax: 0.00
Total: 270,883.28

This Quote is valid until 02/12/22

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization. Special order parts are not returnable. Full terms and conditions for returns can be found on our website at www.ten8fire.com/returns.



Emergency Vehicle Limited Warranty

TYPE I & III MODULARS

Subject to limitations, provisions and conditions set forth in this Warranty, Osage Industries, Inc. does hereby warrant to each Original Purchaser Only that each new vehicle conversion is free from defects and workmanship and materials used in the construction of a production model emergency vehicle for a period as follows:

A. PRODUCT CONVERSION WARRANTY

For **THREE 3 years or 36,000 miles**, whichever comes first, from the date of the original purchase. Osage Industries, Inc. will repair or replace, at no cost to purchaser, only those components manufactured by Osage Industries, Inc. for use in a production vehicle and excludes components from other manufacturers used in such conversions; i.e. sirens, inverters, lightbars, oxygen equipment, auto eject, siren drivers and chassis, etc. Individual warranties are covered by those manufacturers included in the Owner's Manual as supplied with the vehicle and shall apply as set forth by said manufacturer. Osage will only reimburse labor up to (3) years on those components with more than a (3) year warranty.

B. ELECTRICAL WARRANTY

For **SIX (6) years or 72,000 miles**, whichever comes first, from the date of the original purchase, Osage Industries, Inc. will cover the cost of labor and material, in the repair or replacement of the electrical systems furnished and installed by Osage Industries, Inc. This warranty shall include switch panels, electrical harnesses (and the installation), printed circuit boards and general design concept used by Osage Industries, Inc. at the time of manufacture. This warranty shall not apply to any electrical equipment furnished and warranted by other manufacturers. All other components are excluded from the coverage of this limited electrical warranty. **Extended Warranty if Purchased:** For up to **Seven 7 years or 100,000 miles** on electrical stated above.

C. ALUMINUM MODULE BODY AND INTERIOR ALUMINUM CABINET STRUCTURE

Lifetime warranted to the original purchaser, on the original chassis. This warranty can be transferred onto a new chassis, providing the remount is performed by Osage. At that time, Osage will thoroughly inspect and repair, if needed. Door Hardware, Cabinet Finish and Latches are warranted for a period of Three (3) years or 36,000 miles, whichever comes first from date of original purchase for defects under normal use; this does not include adjustments.

D. PAINT WARRANTY 5 YEARS OR 100,000 MILES

Complete, NON-PRO RATED warranty covers paint finish, corrosion and blistering of the ambulance body. Warranty covers the cost of parts and labor. Unless installed by Osage, lettering and graphics replacement due to paint failure will not be covered. Warranty is dependent on agreement by both parties (purchaser and seller) that failure is due to a manufacturing defect.

E. GRAPHICS WARRANTY 3 YEARS OR 36,000 MILES

Osage warrants its graphics and lettering package to be free from defects in material and workmanship for **three (3) years or 36,000 miles**. Warranty covers cost of parts and labor. Osage will not be liable for more than the amount of the purchase price of the graphics package.

F. BLACK OUT ITEMS - (PARTS SPRAYED WITH SCORPION LINER) 1 year or 12,000 miles

Osage warranties blackout items, for **one 1 year or 12,000 miles**, whichever comes first, against adhesion failure of the scorpion liner to the item sprayed. This excludes fading, chipping, rub marks and scratches.

The above warranties are conditioned upon normal use and reasonable maintenance and do not apply to any components, which have been subject to abuse, accident, alteration, vandalism, and improper or careless use. Any modification of any description made to any components on the conversion, without written approval by Osage Industries, Inc. shall void the warranty of said system and components parts.

Prompt written notice of all defects or claims against Osage shall be forwarded to Osage Industries, Inc., P.O. Box 718, Linn, Missouri (MO) 65051, or by calling at 800-822-3634. No repairs or additions shall be performed without prior approval from Osage Industries, Inc. Osage Industries, Inc. reserves the right to reject unauthorized claims and its decision in these matters shall be final.

If warranty repairs are necessary, all work must be performed by Osage Industries, Inc. or repair center authorized by Osage Industries, Inc. It is the responsibility of the purchaser to transport vehicle to and from Osage Industries, Inc., Linn, Missouri (MO), or repair center authorized by Osage Industries, Inc. for warranty repairs. Osage is not responsible for any loss or damage that may occur during said transportation.

Any expressed warranty not provided herein and any remedy for breach of contract which might arise by implication or operation of law, is hereby excluded and disclaimed. The implied warranties of merchantability and fitness for any particular purpose are expressly limited to the terms stated above. Some states do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations may not apply to you. Osage is not responsible for any loss or damage that may occur during said transportation.

Under no circumstances shall Osage Industries, Inc. be liable to purchaser or any other person for any special or consequential damages, whether arising out of breach of warranty, breach of contract, or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.

This Warranty gives you specific legal rights, and you may have other rights, which vary, from state to state.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 02.3.2022

Prepared By: Denise Farr

Voting Session:

Presenter: Denise Farr

Public Hearing: Yes _____ No

Agenda Item: Elliott Road – Realignment and Widening

Background Information:

Elliott Road is a county-maintained road, which services both commercial and residential properties. The road originates at SR 53 and terminates at Sunset Drive (approximately 0.95 miles in length).

Current Information:

Residents have expressed concerns relating to the overall safety of Elliott Road. These concerns are based on sight-distance, pavement width, and right-of-way issues.

The Public Works department has obtained a re-design from Davis Engineering; whereas, the road is widened to provide a continuous 40-foot right-of-way and 12-foot travel lanes. The re-design also provides realignment of the road, so as to address existing sight-distance issues.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
SPLOST VI			TBD			

Recommendation/Motion: _____

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 1/27/22

County Manager Authorization: David Headley

Date: 1-27-2022

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Plans depicting proposed Widening and Realignment are attached.

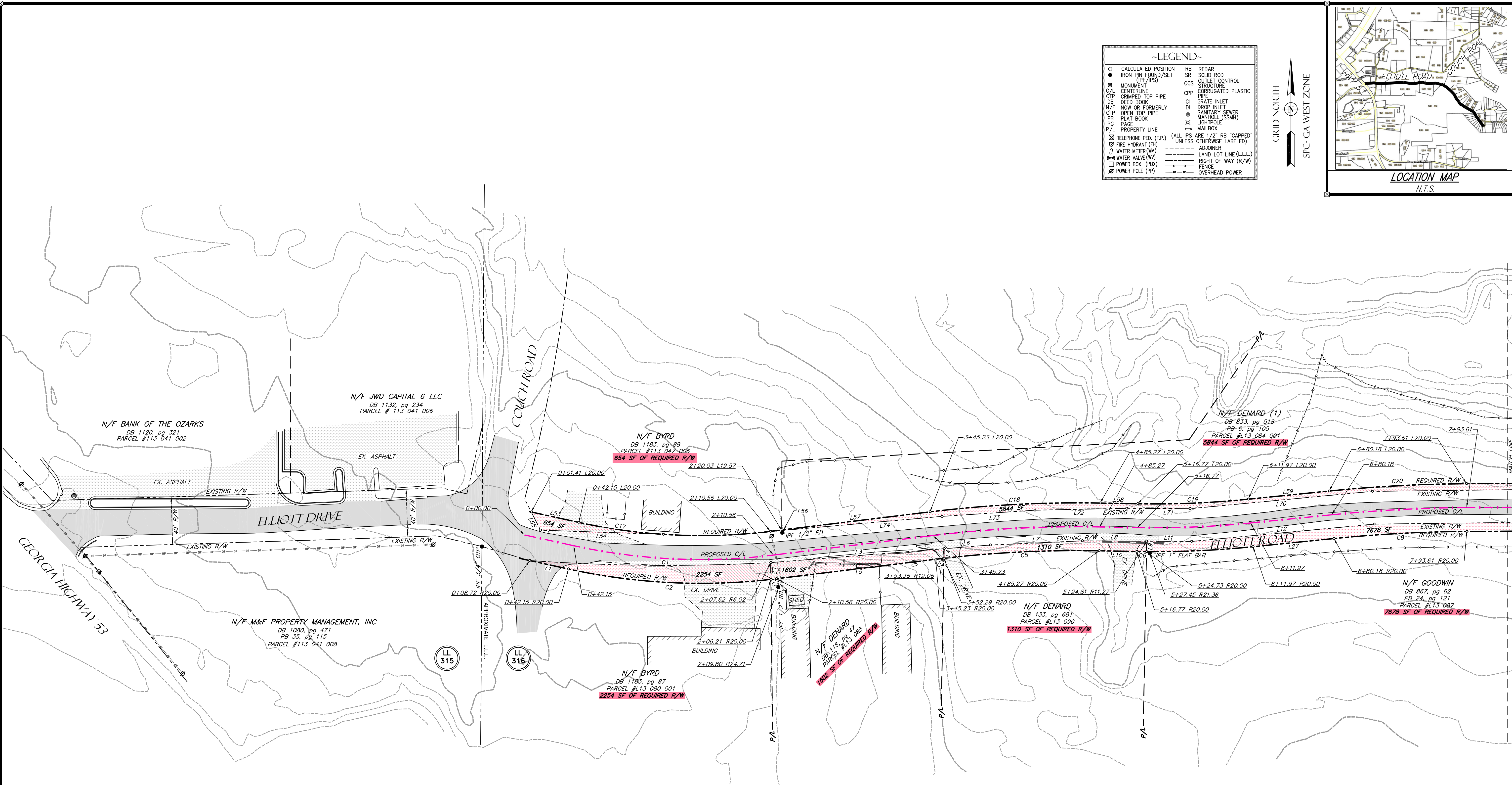
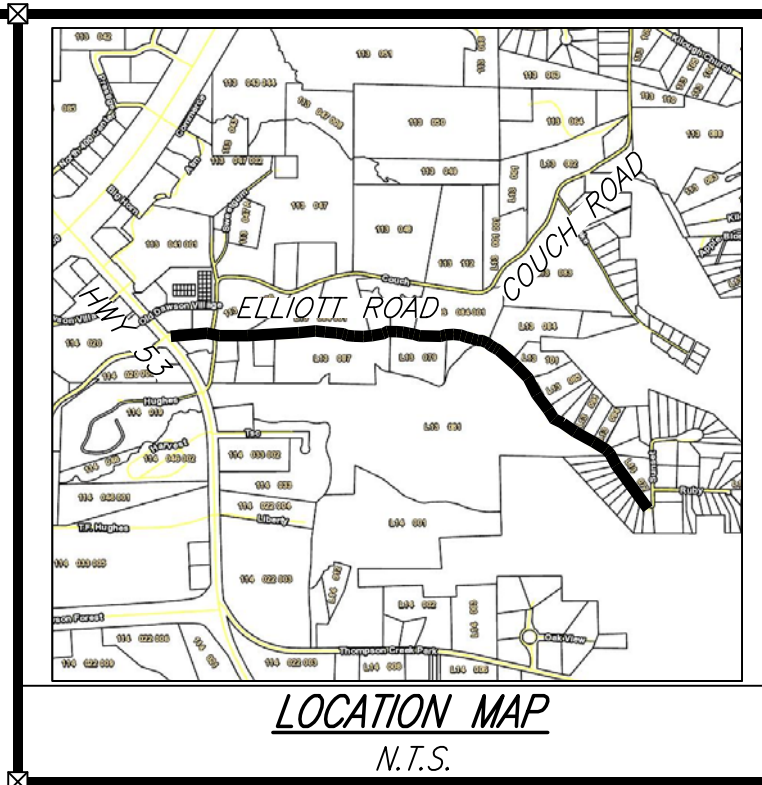
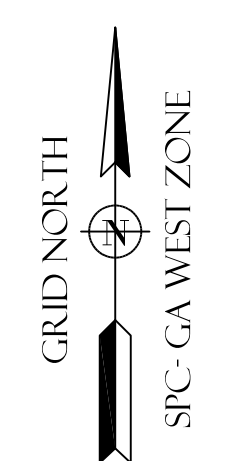
REVISION	DATE	DESCRIPTION

RIGHT-OF-WAY SURVEY FOR:
 DAWSON COUNTY
 LAND LOTS 315, 316, 317, 318, & 319
 SOUTH HALF OF 13TH DISTRICT, 1ST SECTION
 DAWSON COUNTY, GEORGIA

DRAWING BY:	NAP
CHECKED BY:	DL
LAND LOT:	315, 316, 317, 318, 319
DISTRICT:	9th
SECTION:	1st
CITY:	-
COUNTY:	DAWSON
DATE:	1/14/2022

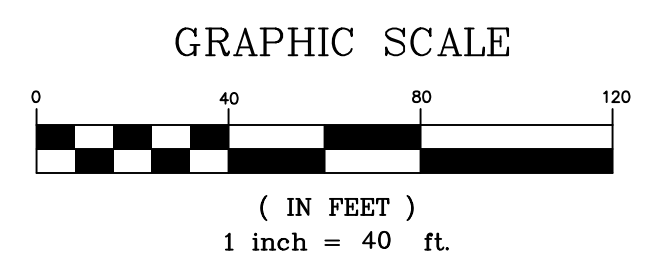
SHEET NO.
3 of 6
 PROJECT NO.
21-451

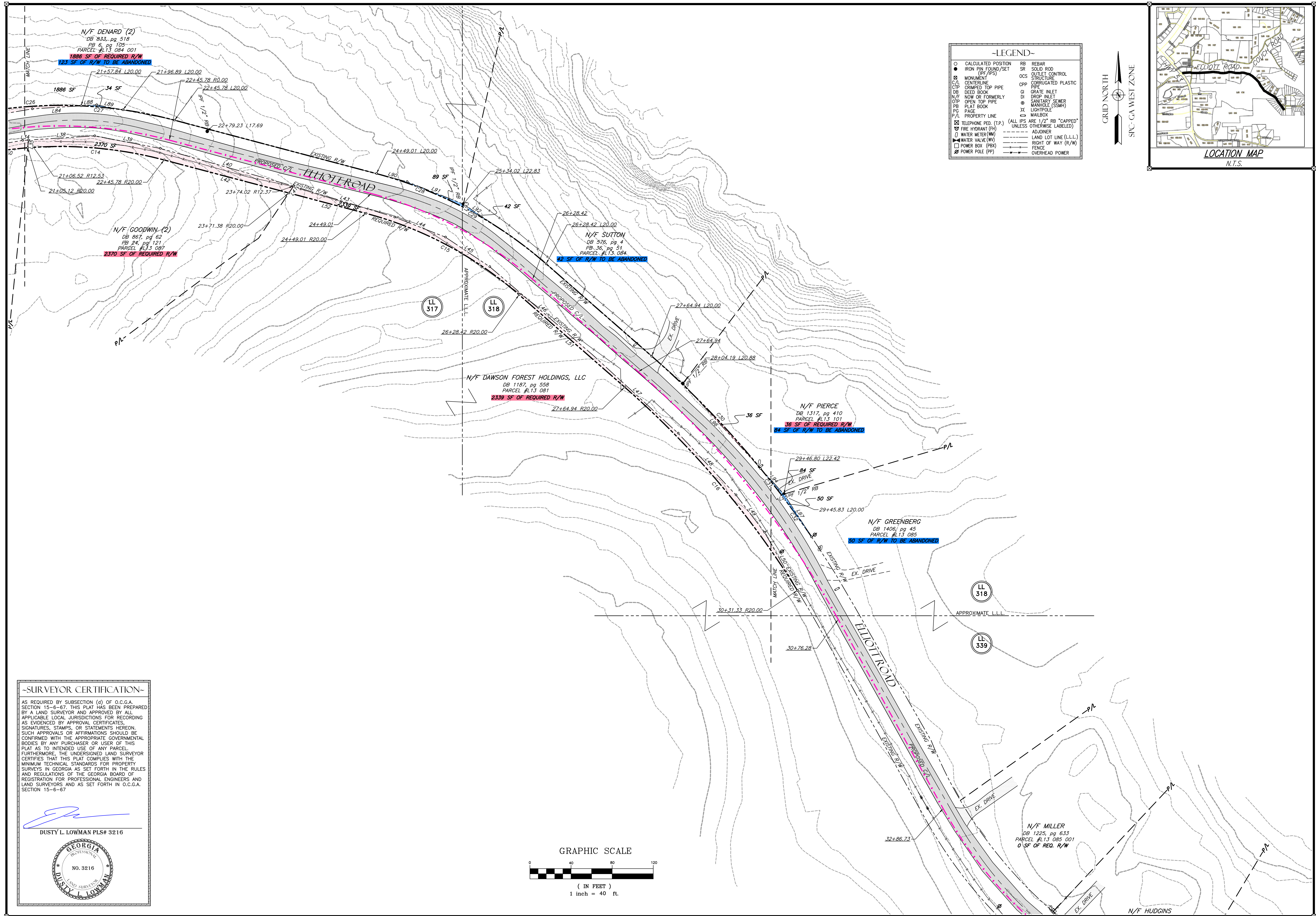
- LEGEND-**
- CALCULATED POSITION
 - IRON PIN FOUND/SET (Pf/PS)
 - MONUMENT
 - C/L CENTERLINE
 - C/P CRUMPLED TOP PIPE
 - DB DEED BOOK
 - N/F NOW OR FORMERLY
 - OTF OPEN TOP PIPE
 - PB PLAT BOOK
 - PG PAGE
 - P/A PROPERTY LINE
 - ☒ TELEPHONE PED. (T.P.) (ALL IPS ARE 1/2" RB "CAPPED" UNLESS OTHERWISE LABELED)
 - ☒ FIRE HYDRANT (FH)
 - WATER METER (WM)
 - ⊕ WATER VALVE (WV)
 - ☐ POWER BOX (PBX)
 - ⊕ POWER POLE (PP)
 - RB REBAR
 - SR SOLID ROD
 - OUTLET CONTROL STRUCTURE
 - OCS CORRUGATED PLASTIC PIPE
 - CPP CORRUGATED PLASTIC PIPE
 - GI GRATE INLET
 - DI DROP INLET
 - SI SANITARY SEWER
 - SMH MANHOLE (SSMH)
 - LI LIGHT POLE
 - MAIRBY
 - ADJONER
 - LAND LOT LINE (L.L.L.)
 - RIGHT OF WAY (R/W)
 - FENCE
 - OVERHEAD POWER



-SURVEYOR CERTIFICATION-
 AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67

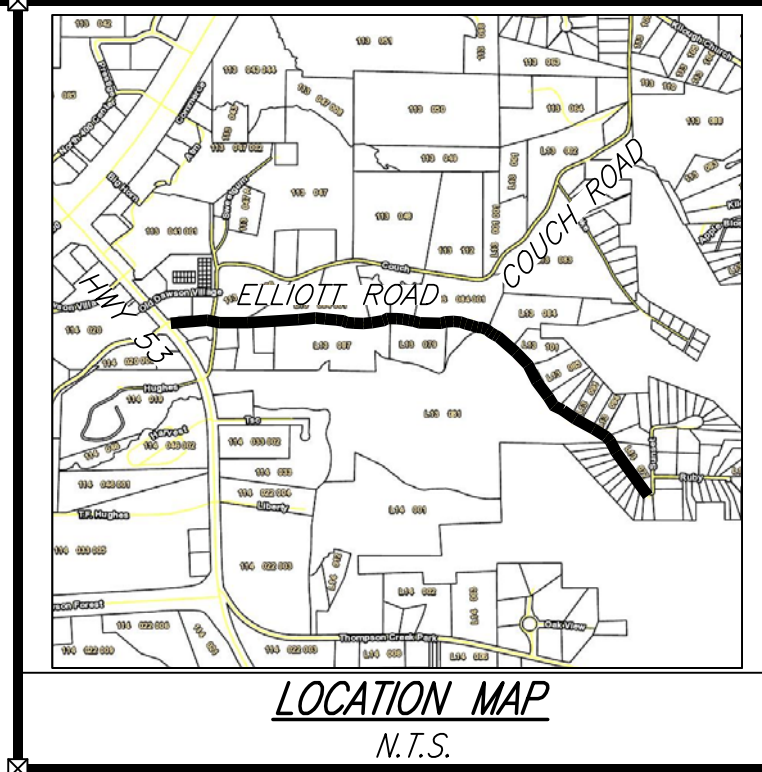
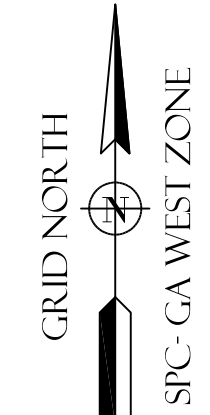
DUSTY L. LOWMAN PLS# 3216





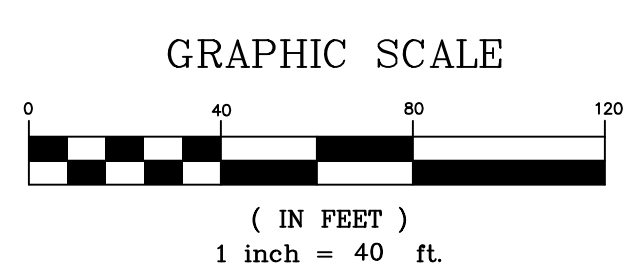
-LEGEND-

○ CALCULATED POSITION	RB REBAR
● IRON PIN FOUND/SET (IP/FPS)	SR SOLID ROD
⊕ MONUMENT	OCS OUTLET CONTROL STRUCTURE
C/L CENTERLINE	CPP CORRUGATED PLASTIC PIPE
C/TB CRIMPED TOP PIPE	GI GRATE INLET
DB DEED BOOK	DI DROP INLET
N/F NOW OR FORMERLY	SS SANITARY SEWER MANHOLE (SSMH)
OT/P OPEN TOP PIPE	XX LIGHTPOLE
FB FLAT BOOK	☐ MAILBOX
PL PAGE	(ALL IPS ARE 1/2" RB "CAPPED" UNLESS OTHERWISE LABELED)
P/L PROPERTY LINE	ADJONER
☒ TELEPHONE FED. (T.P.)	LAND LOT LINE (L.L.L.)
⊕ FIRE HYDRANT (FH)	RIGHT OF WAY (R/W)
⊕ WATER METER (WM)	— FENCE
⊕ WATER VALVE (WV)	— OVERHEAD POWER
☐ POWER BOX (PBX)	
⊕ POWER POLE (PP)	



-SURVEYOR CERTIFICATION-
 AS REQUIRED BY SUBSECTION (c) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Dusty L. Lowman
 DUSTY L. LOWMAN PLS# 3216



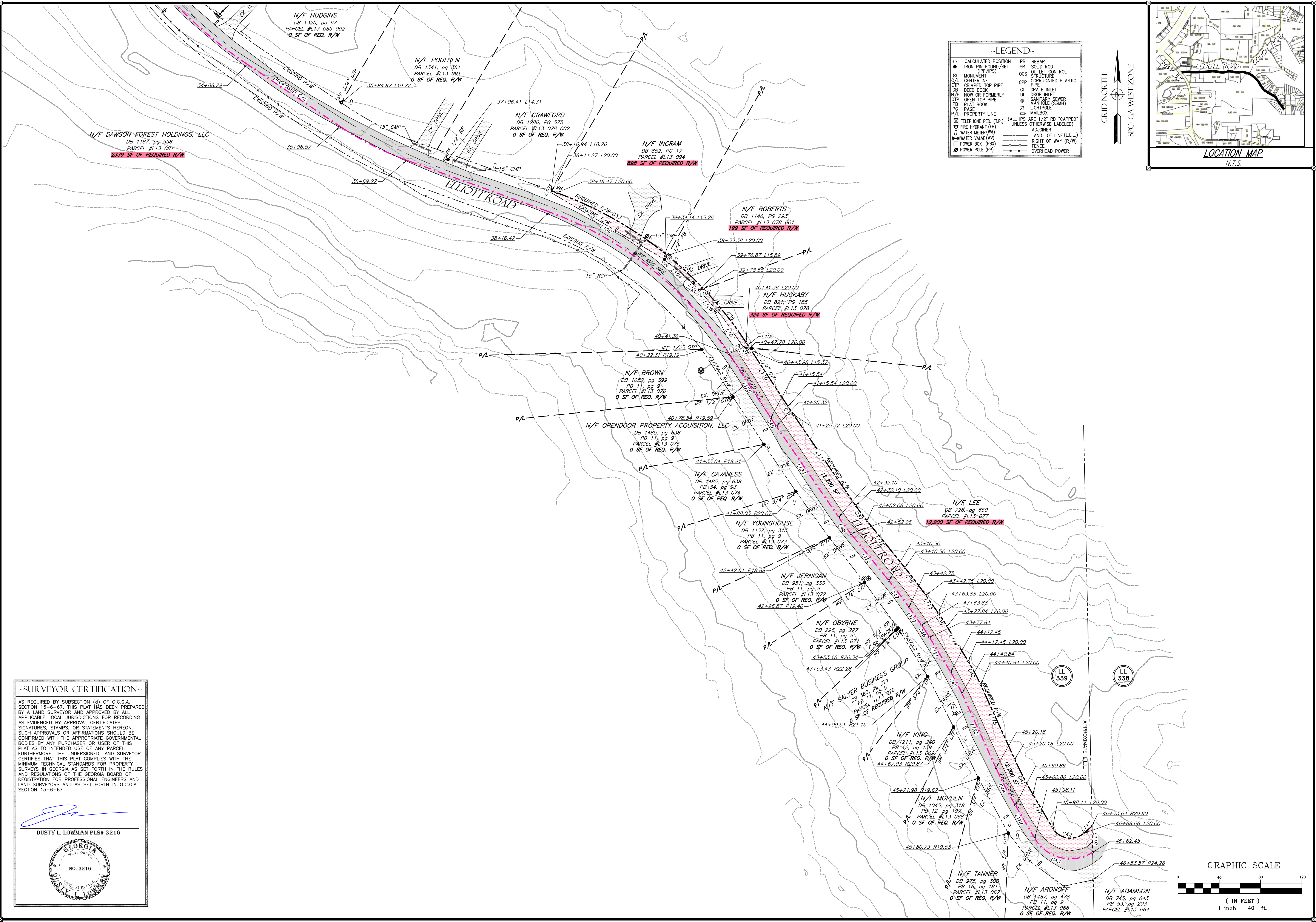
PREPARED BY
DES DAVIS
 ENGINEERING & SURVEYING
 133 PROMINENCE COURT
 SUITE 210
 DAWSONVILLE, GA 30534
 PHONE: (706) 265-1234
 DAVISENGINEERS.COM

REVISION	DATE	DESCRIPTION

RIGHT-OF-WAY SURVEY FOR:
 DAWSON COUNTY
 LAND LOTS 315, 316, 317, 318, & 339
 SOUTH HALF OF 13th DISTRICT, 1st SECTION
 DAWSON COUNTY, GEORGIA

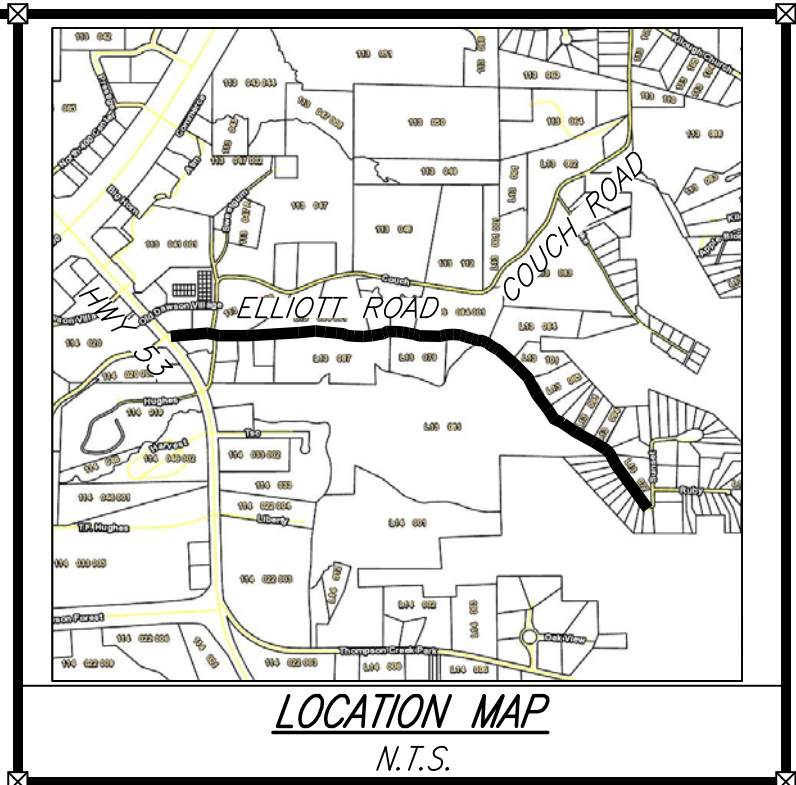
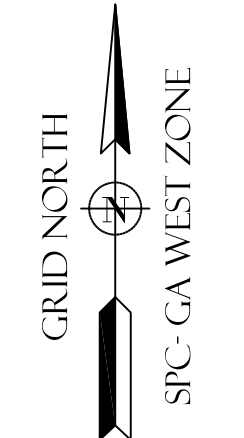
DRAWING BY: MAP
 CHECKED BY: DL
 LAND LOT: 315, 316, 317, 318, 339
 DISTRICT: 9th
 SECTION: 1st
 CITY: -
 COUNTY: DAWSON
 DATE: 12/14/2021

SHEET NO.
5 of 6
 PROJECT NO.
21-451



-LEGEND-

- CALCULATED POSITION
- IRON PIN FOUND/SET (IPF/IPSS)
- ⊗ MONUMENT
- CTP CRIMPED TOP PIPE
- TSI SPEED BOOK
- N/F NOW OR FORMERLY
- OTF OPEN TOP PIPE
- PF PLAT BOOK
- PG PAGE
- PA PROPERTY LINE
- TS TELEPHONE FED. (T.P.) (ALL IPS ARE 1/2" RB "CAPPED" UNLESS OTHERWISE LABELED)
- ⊕ FIRE HYDRANT (FH)
- ⊕ WATER METER (WM)
- ⊕ WATER VALVE (WV)
- ⊕ POWER BOX (PBX)
- ⊕ POWER POLE (PP)
- RB REBAR
- SR SOLID ROD
- OCS OUTLET CONTROL STRUCTURE
- CPP CORRUGATED PLASTIC PIPE
- GI GRATE INLET
- DI DROP INLET
- SS SANITARY SEWER MANHOLE (SSMH)
- LI LIGHTPOLE
- MB MAILBOX
- ADJ ADJONER
- LL LAND LOT LINE (L.L.L.)
- RR RIGHT OF WAY (R/W)
- ⊕ FENCE
- OP OVERHEAD POWER



PREPARED BY
DES DAVIS
 ENGINEERING & SURVEYING
 133 PROMINENCE COURT
 SUITE 210
 DAWSONVILLE, GA 30534
 PHONE: (706) 265-1234
 DAVISENGINEERS.COM

REVISION	DATE	DESCRIPTION

-SURVEYOR CERTIFICATION-

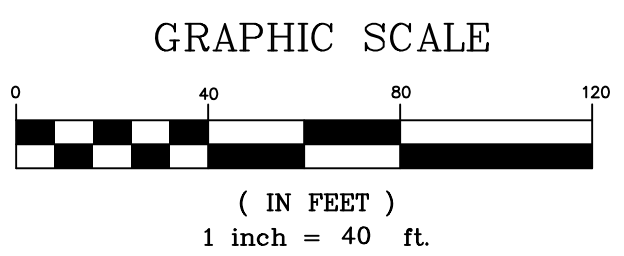
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Dusty L. Lowman
 DUSTY L. LOWMAN PLS# 3216

RIGHT-OF-WAY SURVEY FOR:
 DAWSON COUNTY
 LAND LOTS 315, 316, 317, 318, & 339
 SOUTH HALF OF 13TH DISTRICT, 1ST SECTION
 DAWSON COUNTY, GEORGIA

DRAWING BY: MAP
 CHECKED BY: DL
 LAND LOT: 315, 316, 317, 318, 339
 DISTRICT: 9th
 SECTION: 1st
 CITY: -
 COUNTY: DAWSON
 DATE: 12/14/2021

SHEET NO.
6 of 6
 PROJECT NO.
21-451





ELLIOTT ROAD REALIGNMENT AND WIDENING

WORK SESSION – February 3, 2022

Background-Existing Conditions

- ❖ Elliott Road is a County maintained road originating at SR 53 East and terminating at Sunset Drive – approximately 0.95 miles in length.
- ❖ The road is bordered by 35 parcels – both commercial and residential.
- ❖ The existing asphalt paving widths along Elliott Road range from 12 to 23 feet.
- ❖ The Right-of-Way along Elliott Road range from approximately 12 feet (ditch to ditch) to 40 feet.
- ❖ The poor alignment of Elliott Road has resulted in limited sight distance along several portions of the road.



Realignment & Widening – Proposed Design

- ❖ The proposed Realignment improves sight distance along several portions of the road (reference “X” designations).
- ❖ The proposed Widening provides a consistent 40 width of Right-of-Way and can accommodate 12 foot travel lanes.
 - ❖ **Improved alignment and increased travel lanes provide a safer means of travel for both pedestrian and vehicular traffic.**



Donated / Abandoned Property Requirements

- ❖ There are 35 parcels aligning Elliott Road.
- ❖ Of the 35 Parcels, 19 will be requested to donate property (4 will gain property).
- ❖ Of the 35 Parcels, 16 will not be affected.
- ❖ A total of 44,240 Square Feet of Property will be required to be donated.
- ❖ A total of 299 Square Feet of County Property will be abandoned.

Byrd (L113 047 006) +654 SF
Byrd (L13 080 001) +2,254 SF
Denard (L13 088) +1,602 SF
Denard (L13 090) +1,310 SF
Goodwin (L13 087) +7,678 SF
Denard (L13 084 001) +5,844 SF
Martinez (L13 093 002) +1,042 SF
Quarles (L13 093) +855 SF
Goodwin (L13 079) +2,749 SF
Denard (L13 084 001) +1,886 SF
Denard (L13 084 001) - 123 SF

Goodwin (L13 087) 2,370 SF
Sutton (L13 084) -42 SF
Dawson Forest Holdings (L13 081) +2,339 SF
Pierce (L13 101) +36 SF
Pierce (L13 101) -84 SF
Greenberg (L13 085) -50 SF
Ingram (L13 094) +898 SF
Roberts (L13 078 001) +199 SF
Huckaby (L13 078) +324 SF
Lee (L13 077) +12,200 SF

Staff Recommendation

- ❖ Staff respectfully requests Board approval to move forward with the requests for the donation of properties.
- ❖ Funding via SPLOST VI.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: **02/03/22**

Prepared By: Sharon Farrell, Director

Voting Session:

Presenter: Sharon Farrell

Public Hearing:

Agenda Item Title: Presentation of an ordinance amendment to provide a process for alternate architectural designs.

Background Information:

The design guidelines for the GA400 An ordinance to change the Code to provide a process for alternate architectural design with the Georgia 400 and future overlay districts.

Current Information:

Exterior materials are limited to brick and stone; as well as a list of prohibited materials. For the majority of projects, base colors and masonry materials are most appropriate for the area – however there may be a unique exterior design that the Board of Commissioners would allow.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: *S.O. Farrell*

Date: 1/25/2022

Finance Dept. Authorization: Vickie Neikirk

Date: 1/26/22

County Manager Authorization: David Headley

Date: 1/26/2022

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Language will be added to Chapter 117 Georgia Design Guidelines, and Chapter 121 Land Use of the Code.
Alternate design approvals could be granted with minor stipulations to ameliorate the impact of (i.e., landscaping, setbacks, lighting, etc.) of the structure.

- 1) Design Plan Administrative Review. Plan review shall be performed by county staff.
- 2) Should a design not meet all of the non-numerical standards contained within this Article, then the proposed design must be submitted, for public hearing, to the County Board of Commissioners for review and approval as an Alternate Design. In considering whether to approve such Alternate Design, the Board of Commissioners shall consider:
- 3)
 1. How the alternate design will meet the intent of the code.
 2. Architectural or structural reason why the existing requirement(s) cannot be met
 3. What historical or iconic value is there in the proposed elevation
- 4) The application shall include architectural elevation drawings, illustrating the design and exterior finish materials for all building sides; photographs and artistic renderings may not be submitted in lieu of elevation drawings.



**AN ORDINANCE TO AMEND CHAPTER 117 OF THE CODE OF DAWSON COUNTY,
GEORGIA TO MODIFY THE DEVELOPMENT AND DESIGN GUIDELINES FOR
THE GEORGIA 400 CORRIDOR BY PROVIDING FOR ALTERNATE DESIGN FOR
THE ARCHITECTURE OF PRINCIPAL BUILDINGS**

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section 2, Paragraph 1 thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations; and

WHEREAS, O.C.G.A. § 36-1-20 authorizes the County to adopt ordinances preserving the public health, safety, and welfare, and to adopt appropriate measures to enforce those ordinances; and

WHEREAS, the Board of Commissioners desires to allow for submission and consideration of alternate designs that differ from the standards set forth in Division 7 of Article II of Chapter 117 of the Code of Dawson County pertaining to the architecture of principal buildings; and

WHEREAS, in the interests of the health, safety, and general welfare of the citizens of Dawson County, Georgia, the Board of Commissioners of Dawson County desires to exercise its authority to adopt procedures for the review and approval of such alternate designs; and

WHEREAS, appropriate notice and hearing on the ordinance contained herein have been carried out according to general and local law.

NOW, THEREFORE, the Board of Commissioners hereby ordains as follows:

Section 1. The language attached hereto as Exhibit “A,” and incorporated herein by reference as if fully set forth herein, is hereby adopted and approved, and shall be codified as a new Section 117-416 in Division 14 of Article II in Chapter 117 of the Code of Dawson County, Georgia.

Section 2. All other ordinances shall continue in full force and effect and shall remain unaffected, except where such ordinance, or part thereof, conflicts herewith, in which case such ordinance, or part thereof, is hereby repealed.

Section 3. It is the express intent of the Board of Commissioners of Dawson County, Georgia that this Ordinance be consistent with both federal and state law. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 4. This Ordinance shall become effective thirty (30) days following the date of adoption.

[SIGNATURES ON FOLLOWING PAGE]

BE IT RESOLVED this ____ day of _____, 2022.

DAWSON COUNTY

ATTEST

By: _____

Billy Thurmond, Chairman

Board of Commissioners

By: _____

Kristen Cloud

County Clerk

Dates of Public Hearing:

Dates of Advertising:

Exhibit A

Sec. 117-416. - Alternate Design.

- 1) Plan review shall be performed by county staff. Should a design not meet all of the standards contained within Division 7 of Article II of Chapter 117 of this Code, then the proposed design must be submitted, for public hearing, to the County Board of Commissioners for review and approval as an Alternate Design. In considering whether to approve such Alternate Design, the Board of Commissioners shall consider:
 - a. How the Alternate Design will meet the intent of this Code;
 - b. Whether there exists an architectural or structural reason why the existing requirement(s) cannot be met;
 - c. What historical or iconic value is there in the proposed Alternate Design; and
 - d. Effect upon adjoining property.
- 2) The application for an Alternate Design shall be submitted in a form prescribed by the County, and shall include architectural elevation drawings, illustrating the design and exterior finish materials for all building sides. Photographs and artistic renderings may not be submitted in lieu of elevation drawings.
- 3) Public Hearing.
 - a. The application for an Alternate Design shall be scheduled for public hearing and consideration by the Board of Commissioners upon submission of a complete application to the Planning Director in accordance with the submittal deadline established by the Department of Planning and Development. The public hearing before the Board of Commissioners shall occur on the date advertised. The proponents shall have a minimum time period of ten minutes to present data, evidence, and opinions, and an equal minimum time period of ten minutes shall be permitted for presentation by opponents of each request. No Alternate Design shall be permitted unless approved after a public hearing.
 - b. At least 15 but not more than 45 days before the date of the hearing by the Board of Commissioners, the County shall publish a notice of the hearing within a newspaper of general circulation within Dawson County. The notice shall state the time, place, and purpose of the hearing.
 - c. A public hearing sign shall be placed in a conspicuous location on the subject property at least 15 but not more than 45 days prior to the date of the scheduled hearing. The required sign shall state the time, place, and purpose of the public hearing.

- d. Before each hearing, a notification shall be sent to each adjoining property owner within Dawson County by regular mail sent to the address provided by the applicant or the address as shown on the current tax records. The notice shall be mailed within a reasonable time before the meeting.