

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA – THURSDAY, OCTOBER 3, 2024
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
TO IMMEDIATELY FOLLOW THE 4:00 PM WORK SESSION**

A. ROLL CALL

B. OPENING PRESENTATION

1. Breast Cancer Awareness Month Proclamation

C. INVOCATION AND PLEDGE OF ALLEGIANCE

D. ANNOUNCEMENTS

E. APPROVAL OF MINUTES

1. Minutes of the Work Session held on September 19, 2024
2. Minutes of the Voting Session held on September 19, 2024

F. APPROVAL OF AGENDA

G. PUBLIC COMMENT

H. ALCOHOL LICENSE

1. New Alcohol License (*Retail Package Sale of Malt Beverages and Wine*) – Aarush Business LLC dba Harmony Food Mart, 1128 Harmony Church Road, Dawsonville, Georgia 30534.

I. NEW BUSINESS

1. Consideration of Request for a New Shared Server for the District Attorney's Office
2. Consideration of RFP #441-24 - Playground Upgrade for Rock Creek and Veterans Memorial Parks
3. Consideration of Professional Exemption and Budget Request for Engineering Services for Site Development of Future Fire Station 3 Location (Harmony Church Road Property) - Phase 1
4. Consideration of Proposal to Increase Annual Paid Time Off (PTO) Payout
5. Consideration of Request to Write Off Old, Uncollectable Ambulance Accounts

J. PUBLIC COMMENT

K. ADJOURNMENT

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

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



**DAWSON COUNTY
BOARD OF COMMISSIONERS**

BREAST CANCER AWARENESS MONTH PROCLAMATION

WHEREAS, Every year, too many Americans are touched by the pain and hardship caused by breast cancer; and

WHEREAS, Breast cancer is the second most common form of cancer found in women in the United States and is the leading cause of cancer death for women, with one in eight women diagnosed with breast cancer in their lifetime; and

WHEREAS, More than 2,800 men will likely be diagnosed with some form of breast cancer in 2024 but, thanks to early detection and improved treatment options, deaths from breast cancer have decreased significantly in the last decade; and

WHEREAS, Many people have endured the heartbreak of losing someone to breast cancer, and it's the memories of those loved ones that drive us to find a cure; and

WHEREAS, All women are encouraged to talk to their healthcare providers about mammograms and other methods of early detection, as well as their risk of developing breast cancer and what can be done to reduce that risk; and

WHEREAS, During the month of October, we remember those lost to this terrible disease and stand strong for those currently facing a breast cancer diagnosis, and we strengthen our resolve to do our part in supporting those affected; and

WHEREAS, By raising awareness of breast cancer and supporting research, prevention and early detection, we will move closer to eradicating this disease.

NOW, THEREFORE, BE IT PROCLAIMED by the Dawson County Board of Commissioners that October is designated as Breast Cancer Awareness Month, and we urge all Dawson County residents to spread awareness of this disease, provide support for those affected by this illness, and educate others on its prevention and early detection.

On this 3rd day of October, 2024.

Attest:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION MINUTES – THURSDAY, SEPTEMBER 19, 2024
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

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

UNFINISHED BUSINESS

1. Presentation of Amendment to Residential Agriculture Zoning for Wedding Venues- County Manager Joey Leverette (*Last discussed at the September 5, 2024, Work Session*)
This item was for discussion only and will be placed on a future Work Session Agenda.

NEW BUSINESS

1. Presentation of Request for a New Shared Server for the District Attorney's Office- District Attorney Lee Darragh
This item will be placed on the October 3, 2024, Voting Session Agenda.
2. Presentation of RFP #441-24 - Playground Upgrade for Rock Creek and Veterans Memorial Parks- Parks & Recreation Director Matt Payne / Purchasing Manager Melissa Hawk
This item will be placed on the October 3, 2024, Voting Session Agenda.
3. Presentation of Professional Exemption and Budget Request for Engineering Services for Site Development of Future Fire Station 3 Location (Harmony Church Road Property) - Phase 1- County Manager Joey Leverette / Purchasing Manager Melissa Hawk
This item will be placed on the October 3, 2024, Voting Session Agenda.
4. Presentation of Proposal to Increase Annual Paid Time Off (PTO) Payout- Human Resources & Risk Management Director Kristi Finley
This item will be placed on the October 3, 2024, Voting Session Agenda.
5. Presentation of Request to Write Off Old, Uncollectable Ambulance Accounts- Chief Financial Officer Vickie Neikirk
This item will be placed on the October 3, 2024, Voting Session Agenda.
6. Discussion of Short-Term Rental and Bed & Breakfast Ordinance- County Marshal Angela Byers
This item was for discussion only.
7. County Manager Report

County Manager Leverette had no information to report and requested an Executive Session.

- 8. County Attorney Report
County Attorney Davis had no information to report.

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

DRAFT

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – THURSDAY, SEPTEMBER 19, 2024
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
IMMEDIATELY FOLLOWING THE 4:00 PM WORK SESSION**

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

INVOCATION AND PLEDGE OF ALLEGIANCE: Chairman Thurmond

ANNOUNCEMENTS:

None

APPROVAL OF MINUTES:

Motion passed 4-0 to approve the Minutes of the Work Session held on September 5, 2024. Stowers/Bruce

Motion passed 4-0 to approve the Minutes of the Voting Session held on September 5, 2024. Stowers/Gaines

APPROVAL OF AGENDA:

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

PUBLIC COMMENT:

None

ALCOHOL LICENSE:

New Alcohol License (Retail Consumption on Premises of Beer, Wine and Distilled Spirits) – Olive Green LLC dba The Blue Bicycle, 30 Industrial Park Road, Suite 116, Dawsonville, GA 30534

Dawson County Alcohol Administrator Kathryn Massey presented an alcohol license application for The Blue Bicycle.

Motion passed 4-0 to approve a New Alcohol License (Retail Consumption on Premises of Beer, Wine and Distilled Spirits) – Olive Green LLC dba The Blue Bicycle, 30 Industrial Park Road, Suite 116, Dawsonville, GA 30534. Gaines/Bruce

CONSENT AGENDA:

Transit Drug and Alcohol Testing Policy Update
2025 Board of Commissioners Meeting Schedule
Board Appointments:

- **Development Authority**
 - *Warren King- replacing Brian Trapnell (Term: Through December 2026)*

- Long Range Planning Committee
 - Victoria Goodyear- replacing Cal Miller

Motion passed 4-0 to approve the Consent Agenda. Bruce/Stowers

NEW BUSINESS:

Consideration of a Resolution to Determine that Certain County Right-of-Way on Black's Mill Valley Road No Longer Serves a Substantial Public Purpose and to Initiate Abandonment Procedures

Motion passed 4-0 to approve a Resolution to Determine that Certain County Right-of-Way on Black's Mill Valley Road No Longer Serves a Substantial Public Purpose and to Initiate Abandonment Procedures. Dooley/Bruce

Consideration of FY 2026 Georgia Department of Transportation / Federal Transit Administration Section 5311 Transit Contract

Motion passed 4-0 to approve a FY 2026 Georgia Department of Transportation / Federal Transit Administration Section 5311 Transit Contract and Resolution. Gaines/Bruce

Consideration of Updated Federal Transit Administration Title VI Program

Motion passed 4-0 to approve an Updated Federal Transit Administration Title VI Program. Stowers/Gaines

PUBLIC COMMENT:

None

ADJOURNMENT:

EXECUTIVE SESSION:

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

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

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk



Dawson County Marshals Office

Alcohol Licensing

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

Application for Alcoholic Beverage License

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

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

FOR OFFICIAL USE ONLY:

Name of Business: _____

Date Received: _____ License Fee Enclosed: \$ _____

Approved: _____ Denied: _____

State License Number: _____

Local License Number: _____

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

1. Type of License: (check one):

- New Amendment (transfer)

2. Administrative and Investigative Fee

- \$300.00 (Consumption on Premises)

Administrative and Investigative Fee

- \$300.00 (Retail Package)

Administrative and Investigative Fee

- \$300.00 (Transfer of License)

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

Advertising Fee:

- \$50.00 (Distilled Spirits)
(Consumption on Premises & Retail Package)

Application for Alcoholic Beverage License

3. Type of Business:

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

Please explain:
GAS STATION & CONVENIENCE STORE

Will live entertainment be offered? _____ If yes, explain: _____

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

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

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

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

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

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

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

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

- Beer & Wine \$100

Application for Alcoholic Beverage License

5. Business:

a) **Business Name:** HARMONY FOOD MART

b) **Location:** 1128 HARMONY CHURCH RD

Street Number	Street Name	City	State	Zip Code	Phone Number
1128	HARMONY CHURCH RD	DAWSONVILLE	GA	30534	732-725-5243

c) **Mailing Address:** 1128 HARMONY CHURCH RD

Street Number	Street Name	City	State	Zip Code	Phone Number
1128	HARMONY CHURCH RD	DAWSONVILLE	GA	30543	732-725-5243

6. Owner:

a) **Full Name:** MIKINKUMAR PATEL

Full Name	Social Security Number
MIKINKUMAR PATEL	

b) **Corporation or LLC Name (if applicable):** AARUSH BUSINESS LLC

c) **Location:** 2268 MOONDANCE LN

Street Number	Street Name	City	State	Zip Code	Phone Number
2268	MOONDANCE LN	MARIETTA	GA	30062	732-725-5243

d) **Mailing Address:**

Street Number	Street Name	City	State	Zip Code	Phone Number

7. Registered Agent: (Applicant may name a Registered Agent – attach Registered Agent Consent Form # 3-A.)

a) **Full Name:** SACHINKUMAR PATEL

Full Name	Social Security Number
SACHINKUMAR PATEL	

b) **Address:** 1

Street Number	Street Name	City	State	Zip Code	Phone Number
1					

Application for Alcoholic Beverage License

8. Type of Ownership:

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

9. For Partnership Only:

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

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

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

- a) Date of Incorporation/ Organization: 02/28/2022
- b) Place of Incorporation/ Organization: Marletta, Georgia
- c) State Parent Corporation, if applicable: _____
- d) Number of Shares of Capital Stock, if applicable: _____
- e) Number of Shares of Outstanding Stock, if applicable: _____

Application for Alcoholic Beverage License

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

<i>Name</i>	<i>Social Security Number</i>	<i>Position</i>	<i>Interest %</i>
MIKINKUMAR PATEL		CEO	100%

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

11. For Private Clubs Only:

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

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

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

Application for Alcoholic Beverage License

12. Financing:

- a) Bank to be used by business, include branch: United Community Bank,
Dawsonville GA
- b) State total amount of capital that is or will be invested in the business by any party or parties: \$ 215,000
- c) State total amount of funds invested by the Owner: \$ 215,000
- d) State total amount of funds invested by parties other than the Owner: NO ONE
- e) If any capital is borrowed, please identify the lender below:

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

13. General Information:

- a) Does Owner and/or individual Partner, Shareholder, Director, Officer or Member have any interest in any manufacturer or wholesaler of alcoholic beverage? NO
- b) Has Owner and/or individual Partner, Shareholder, Director, Officer or Member received any financial aid or assistance from any manufacturer or wholesaler of alcoholic beverages? NO
- c) If answer is "Yes" to either of immediate foregoing, explain: _____
- d) On the following page, show hereunder any and all persons, corporations, partnerships, limited liability companies or associations (other than persons stated herein as Owner(s), Director(s), Officer(s) or Member(s)) who have received or will receive, as a result of your operation under the requested license, any financial gain or payment derived from any interest or income from the operation. Financial gain or payment shall include payment or gain from any interest in the land, fixtures, building, stock, and any other asset of the proposed operation under the license. In the event any Corporation or limited liability company is listed as receiving an interest or income from this operation, show the names of the Officers, Directors or Members of said corporation together with the names of the principal

Application for Alcoholic Beverage License

stockholders.

- e) List all other businesses engaged in the sale of alcohol beverages that you the Owner, or any individual, Partner, Shareholder, Officer, Director or Member has interest in, is employed by or is associated with in any way whatsoever, or has had interest in, has been employed by, or has been associated with in the past. No Any Business

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

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

Wholesaler's Name	Phone Number
Leon Farmer	770 534-1200
Classic dist	706 353-1650
United Dist	678 308 2000
North East Sales & Dist	678 963 7900

Application for Alcoholic Beverage License

15. For Package Liquor Store Applicants: ***State of Georgia Regulations***

- a) 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.

- b) 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 _____ 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, MIKINKUMAR P PATEL, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT.

M. P. Patel

APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Mikinkumar Patel 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 September, 2024.

[Signature]

NOTARY PUBLIC



Application for Alcoholic Beverage License

FOR OFFICIAL USE ONLY:

MARSHALS OFFICE REVIEW:

Date: _____

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

Dawson County Marshal

Applicant has completed all necessary inspections.
(Fire Dept. / Health Dept. / Dept. of Agriculture-Retail Package only)

Dawson County Marshal

Applicant has completed premise & structure form
3 and attached all required information in items 10 through 15.

Dawson County Marshal

FOR OFFICIAL USE ONLY:

SHERIFF'S OFFICE REVIEW:

Date: _____

Applicant has completed all requirements for federal
and state background check and is sheriff approved
for this application process.

Dawson County Sheriff



Alcohol Licensing

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

Registered Agent Consent Form

Acrusa Business LLC DBA Harmony Food market
Business Name

1128 Harmony Church Rd, Dawsonville GA 30534
Business Address

I, Sachin Kumar Patel, do hereby consent to serve as the Registered Agent for the licensee, owners, officers, and/or directors and to perform all obligations of such agency under the Alcoholic Beverage Ordinance of Dawson County. I understand the basic purpose is to have and continuously maintain a Registered Agent upon which any process, notice, or demand required or permitted by law or under said Ordinance to be served upon the licensee or owner may be served.

This August day of 23, 2024.

[Signature]
Signature of Agent

SACHIN KUMAR PATEL
Print Name of Agent

Print Agent's Street Address

Print Agent's City - County - State - Zip Code

Approved:

Mihir Kumar Patel
Sole Owner/Partner

M.P. Patel
Officer or Director

officer
Title



Dawson County Marshals Office

Alcohol Licensing

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

Premise and Structure Form

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

1. Type of Business:

- Eating Establishment
- Indoor Commercial Recreation Establishment
- Convenience Store
- Super Market
- Package Liquor Store
- Hotel Or Motel
- Other (describe) FOOD AND CONVINIENCE STORE

2. Trade Name of Business: HARMONY FOOD MART

Location: 1128 HARMONY CHURCH RD

	Street Number	Street Name	
<u>DAWSONVILLE</u>	<u>GA</u>	<u>30534</u>	
City	State	Zip Code	Phone Number

Land Lot _____ Map and Parcel Number _____

3. Is this location within a commercial zoning district? YES yes _____ no _____
(Proof of zoning is required from Planning and Development)

a) For package liquor stores, is this zoned Commercial Highway Business (C-HB) or Commercial Planned Comprehensive Development (CPCD) as required by the ordinance? _____ yes _____ no
(Proof of C-HB or CPCD zoning is required from planning and development.)

4. Does the completed building or the proposed building comply with ordinances of Dawson County, regulations of the State Revenue Commissioner, and the laws of the state of Georgia? _____ If no, explain non-compliance and proposed methods.

To rectify same: _____

Premise and Structure Form

5. Building Lighting:

- a) Does the building in which the business is to be located contain sufficient lighting so that the building itself and the premises on all sides of the building are readily visible at all times from the front of the street on which the building is located as to reveal all of the outside premises of such building? YES
- b) Is the building so illuminated so that all hallways, passage ways, and open areas may be clearly seen by the customer therein? YES
- c) If the answer is no to either or both (a) or (b) above, please explain proposed methods to rectify the insufficient lighting. _____

6. For Consumption on Premises and Retail Package Applications:

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

- a) Number of square feet of total floor area: _____
- b) Number of square feet devoted to dining area: _____
- c) Seating capacity excluding bar area: _____
- d) Do you have a full-service kitchen? _____
- e) Does the full-service kitchen contain a three (3) compartment sink? _____
- f) Is the stove and/or grill permanently installed and approved by the health and fire departments? _____

- g) If the answer to any of the immediate foregoing is no, please explain: _____

- h) Hours prepared meals or foods are served: _____
- i) Hours that alcoholic beverages are served or sold: _____
- j) Hours of operation: _____
- k) Maximum number of employees on highest shift: _____
- l) Number of parking spaces: _____
- m) Number of parking spaces devoted to handicapped persons: _____

7. Package Liquor Stores:

- a) Do you comply with ordinance Article 5 Section 503 - Posting of License Number? _____
*Every licensee shall have posted on the front of the licensed premises the name of the licensee together with the following inscription, "County Retail Package Sales of Distilled Spirits License No."
- b) Do you comply with ordinance Article 5 Section 505 a) (2) - Types of Outlets Where Package Sales Are Permitted? _____

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

8. For Hotel/Motel Only:

- a) Number of rooms available for hire to general public: _____
- b) Number of square feet of floor space devoted to restaurant: _____
- c) Number of square feet of floor space devoted to dining area: _____

Premise and Structure Form

d) Seating capacity excluding bar area. *(Explain if more than one dining area):*

e) Do you have a full-service kitchen? _____

Does the full-service kitchen contain a three (3) compartment sink? _____

Is the stove and/or grill permanently installed and approved by the Health and Fire Departments?

If the answer to any of the immediate foregoing is no, please explain: _____

f) Hours prepared meals or foods are served: _____

g) Hours that alcoholic beverages are served: _____

h) Maximum number of employees on the highest shift devoted to the operation other than the restaurant:

i) Maximum number of employees on highest shift devoted to the restaurant operation:

j) Number of parking spaces: _____

k) Number of parking spaces devoted to handicapped persons: _____

9. For All Applications:

Attach a certified scale drawing of the proposed premises by a registered land surveyor or professional engineer, showing the distance requirement from church, school, daycare facility, or alcohol treatment center. *(See survey form # 4-A)*

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

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

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

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

14. Building Plans:

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

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

Premise and Structure Form

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

STATE OF GEORGIA, DAWSON COUNTY

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

M.P. Patel

APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Mikinkumar Patel 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 September, 2024.



[Signature]

NOTARY PUBLIC

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

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

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

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

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

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

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

Executed in Dawsonville (city), Georgia (state)

M. P. Patel
Signature of Applicant

08/30/2024
Date

Mikin Kumar Patel
Printed Name

AARUSH Business LLC
Name of Business



SUBSCRIBED AND SWORN BEFORE ME ON
 THIS 30th DAY OF August, 2024
[Signature] Notary Public
 My Commission Expires: 10/3/26

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

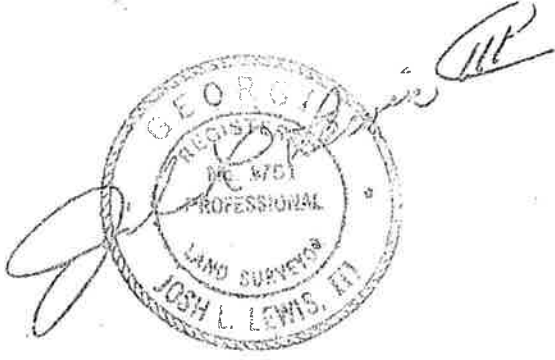
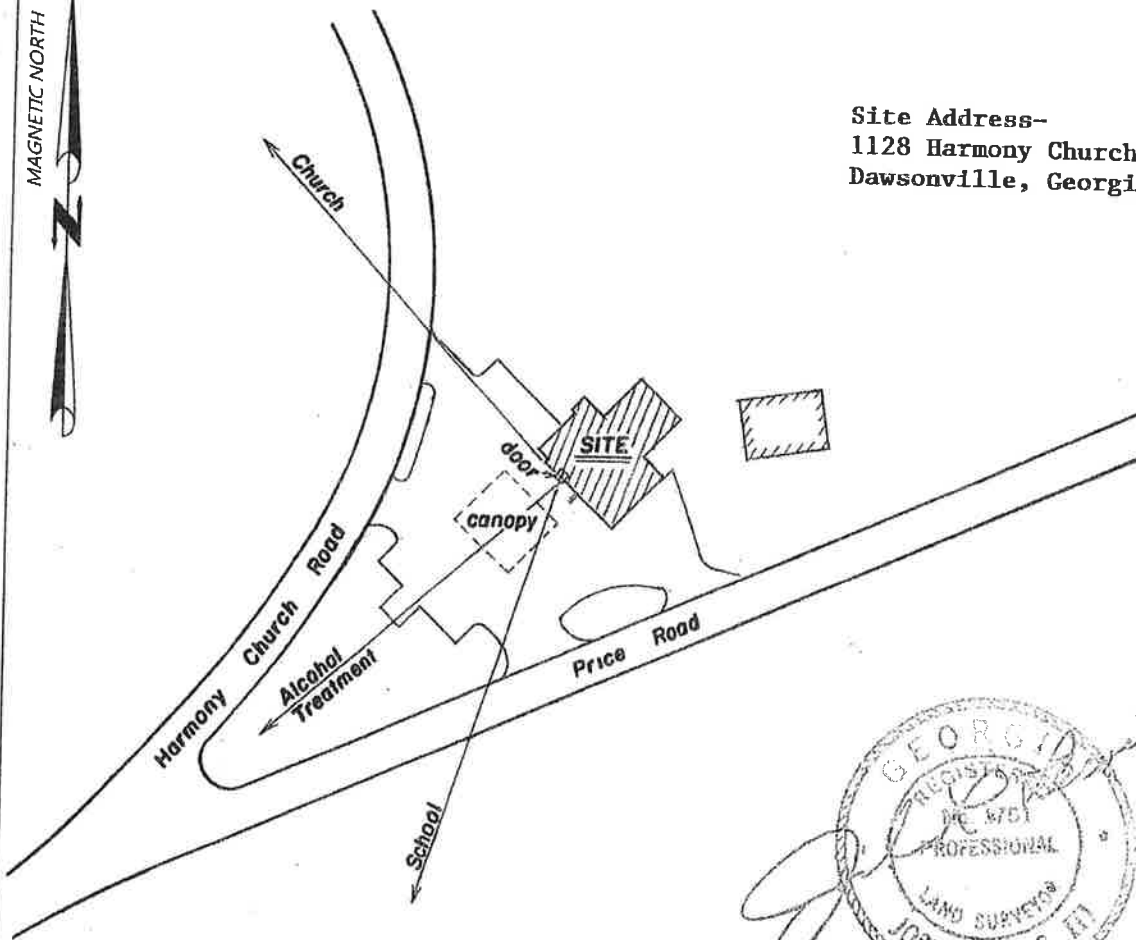
Secure and Verifiable Documents Under O.C.G.A. § 50-36-2

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

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

MAGNETIC NORTH

Site Address-
1128 Harmony Church Road
Dawsonville, Georgia 30534



The following distances were measured by straight line/most direct route of travel on the ground, per Dawson County and State of Georgia code:

CHURCH- 884' to Kingdom Hall of Jehovahs Witnesses, @ 1279 Harmony Church Road.

SCHOOL- 11950' to Kilough Elementary School, @ 1063 Kilough Church Road.

ALCOHOL TREATMENT- 16400' to Avita Community Partners, @ 671 Lumpkin Campground Road.

There are no day care facilities within 600' of this site.

Dawson County Beer and Wine Retail Package License Survey for:
Mikinkumar Patel

DATE: 8 / 13 / 2024	SCALE: 1" = 100'	0 50 100 200 GRAPHIC SCALE IN FEET
DRAWN BY: GD	LAND LOT 98	13th DISTRICT 1st SECTION
DAWSON COUNTY	GEORGIA	
GEORGIA LAND SURVEYING CO. 155 CLIFTWOOD DRIVE, ATLANTA, GA 30328 PHONE (404)255-4671 FAX (404)255-6607 WWW.GEORGIALANDSURVEYING.COM		205156



Dawson County Marshals Office

Alcohol Licensing

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

Certified Report of Survey

For All Consumption on Premises and Retail Package Establishments

Applicant:

MIKINKUMAR P PATEL

Business Name:

AARUSH BUSINESS LLC

Address of Premises
to be Licensed:

1128 Harmony Church Rd,
Dawsonville GA 30534

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

1. Church Building:

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

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

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

Name and Address
of Nearest Church:

1279 Harmony Church Rd, Dawsonville GA 30534
Kingdon Hall of Jehovah witnesses

Distance Measured:

884

2. School Building or School Grounds:

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

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

Name and Address
of Nearest School:

Kilgus Elementary School

1063 Kilgus Church Rd, Dawsonville GA

Distance Measured:

1195'

Certified Report of Survey

3. Daycare:

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

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

Name and Address
of Nearest Daycare:

Light House Christian Academy
324 Harmony Church Rd, Dawsonville GA 30534

Distance Measured: _____

4. Alcohol Treatment Facility:

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

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

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

Name and Address
of Nearest Alcohol
Treatment Facility:

Avita Community Gardens
671 Lincoln Campground Rd, Dawsonville GA 30534

Distance Measured: _____

5. Another Package Store:

Applies to Package Liquor Stores Only

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

Name and Address
of Nearest Package
Liquor Store:

Distance Measured: _____

6. Housing Authority Property:

Applies to Alcohol by the Drink Establishments

There is NO housing authority property in Dawson County.

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

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

Name and Address
of Nearest Housing
Authority Property:

None in Dawson County

Distance Measured: _____

Certified Report of Survey

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

The License Applicant Completes the Following Certification:

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

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

or

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

Mikhail Kymar Jetc
Applicant's Printed Name

M. P. Pate
Applicant's Signature

09/09/2024
Date of Signature

[Handwritten Signature]
Notary Signature

09/09/2024
Date of Signature





Dawson County Marshals Office

Alcohol Licensing

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

Statement of Personal History

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

1. **NAME:** PATEL MIKINKUMAR P
 Last First Middle
RESIDENCE: _____
 Street Number Street Name
 City State Zip Code Telephone Number

2. **CHECK:** (all that apply)
 Sole Owner/Proprietor Partner: General Limited Silent
 Director Principal Stockholder (20% or more)
 Registered Agent Officer: _____
 Manager Employee: _____

3. **Trade name of business for which this statement is made:**
 Name of Business: AARush Business LLC DBA HARMONY Food Mart
 Location: 1128 HARMONY Church Rd,
 Street Number Street Name P. O. Box
Dawsonville GA 30534 732-725-5243
 City State Zip Code Telephone Number

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

5. State method and amount of compensation, if any, directly or indirectly: 100 %.

6. **Date of birth:** 05/19/1986 **Place of birth:** INDIA
SSN: _____ **Sex:** Male Female **Race:** ASIAN
Color of hair: BLACK **color of eyes:** BLACK

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? N/A

If your answer is "yes" to number 14, give names, locations, and amount of interest in each:

13. Have you ever had any financial interest in an alcoholic beverage business that was denied a license? NO

If so, give details: _____

14. Has any alcoholic beverage license in which you hold, or have held, any financial interest of, or employed, or have been employed, ever been cited for any violations of the rules and regulations of the state revenue commissioner relating to the sale and distribution of alcoholic beverages? NO

If so, give details: _____

15. If during the past ten years you have bought or sold any business associated with alcohol, give details. (date, license number, persons, and considerations involved): NO

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

If so, give details: _____

17. Are you a registered voter? NO In what state? _____

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

N/A

1. _____
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. _____

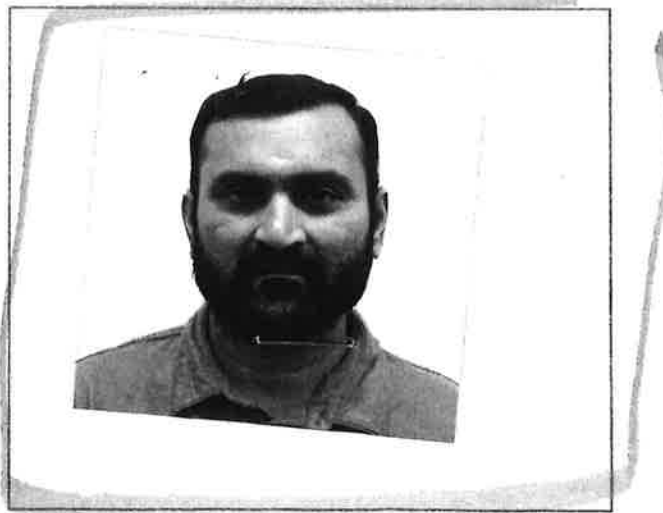
20. Have you had any license under the regulatory powers of Dawson County denied, suspended, or revoked within two (2) years prior to the filing of this application?

N/A

If so, give details: _____

21. Copy of photo ID of applicant attached? YES NO

22. 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

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

M. P. Patel
APPLICANT'S SIGNATURE

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

THIS, THE 9th DAY OF September, 2024

[Signature]
NOTARY PUBLIC



Dawson County, Georgia Board of Commissioners

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

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

M.P. Patel
Signature of Exempt Private Employer

Mihir Kumar S Patel
Printed Name of Exempt Private Employer

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

Executed on Sep , 9 , 20 in Dawsonville (city), GA (state).

M.P. Patel
Signature of Authorized Officer or Agent

Mihir Kumar Patel
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 9th DAY OF September, 2024.

Sara Kathryn Massey
NOTARY PUBLIC

My Commission Expires: 5/10/27



GEORGIA
DRIVER'S LICENSE

Governor: *B. Perdue*

Commissioner: *John E. Moore*

DRIVER'S LICENSE

DL GA

4d DL NO. [REDACTED]

9 CLASS C

2 SACHINKUMAR

1 PATEL

12 REST A

3a END NONE

4m ISS 07/13/2020

16 SEX M 18 EYES BLK

16 HGT 5'-05" 17 WGT 140 lb

6-00 A

♥ ORGAN DONOR



THE UNITED STATES OF AMERICA



No. _____

CERTIFICATE OF

NATURALIZATION

Personal description of holder as of date of naturalization:

CIS Registration No.

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

Sex: MALE

Height: 5 feet 8 inches

Marital status: SINGLE

Country of former nationality: INDIA

Mikinkumar Patel
(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of Homeland Security

at: ATLANTA, GEORGIA

The Secretary having found that:
MIKINKUMAR PATEL



then residing in the United States, intends to reside in the United States when so required by the Naturalization Laws of the United States, and had in all other respects complied with the applicable provisions of such naturalization laws and was entitled to be admitted to citizenship, such person having taken the oath of allegiance in a ceremony conducted by the

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

at: ATLANTA, GEORGIA

on: FEBRUARY 28, 2008

that such person is admitted as a citizen of the United States of America.

IT IS PUNISHABLE BY U. S. LAW TO COPY, PRINT OR PHOTOGRAPH THIS CERTIFICATE, WITHOUT LAWFUL AUTHORITY.

[Signature]
Director, U. S. Citizenship and Immigration Services

DEPARTMENT OF HOMELAND SECURITY

GEORGIA
DRIVER'S LICENSE

DRIVER'S LICENSE DL USA GA

Governor: *B. H.*

1a DL NO. [REDACTED] 3a DOB [REDACTED]

2a CLASS. [REDACTED] 4b EXP. [REDACTED]

2a NAME: **NIKHIL KUMAR P.**

1 SEX: **MALE**

2a REST: **A**

3a END: **NONE**

4a ISS: **08/08/2022**

15 SEX: **M** 18 EYES: **BRO**

16 HGT: **5-08"** 17 WGT: **132 lb**

5 DL [REDACTED]





STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

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

AARUSH BUSINESS LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **02/28/2022** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **03/02/2022**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 2/28/2022 2:08:35 PM

CONTROL NUMBER 22046692
BUSINESS NAME AARUSH BUSINESS LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 02/28/2022

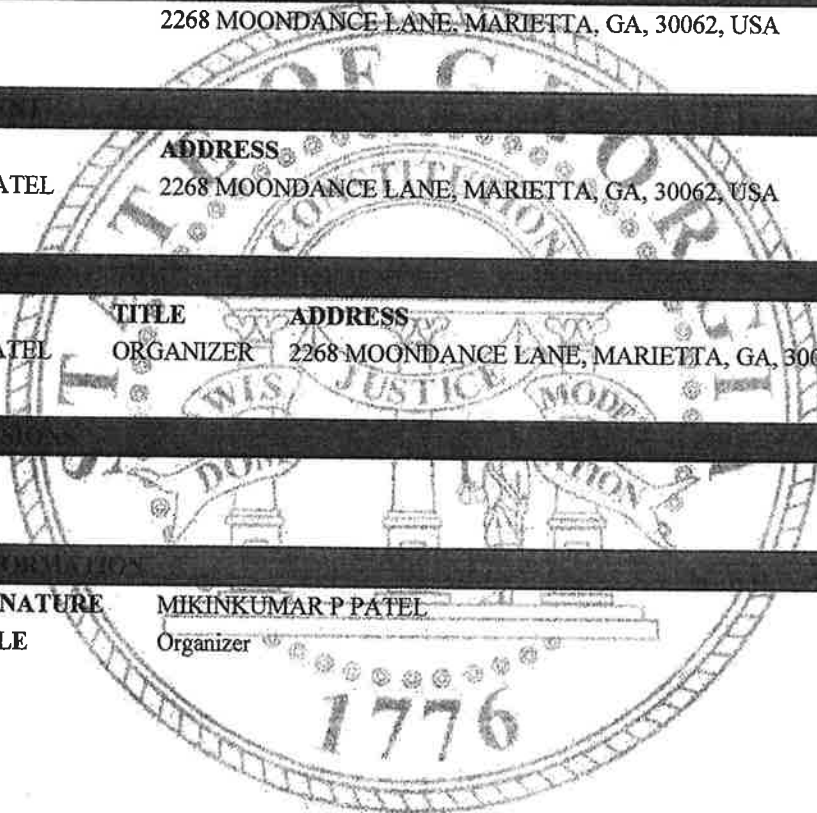
ADDRESS 2268 MOONDANCE LANE, MARIETTA, GA, 30062, USA

NAME	ADDRESS	COUNTY
MIKINKUMAR P PATEL	2268 MOONDANCE LANE, MARIETTA, GA, 30062, USA	Cobb

NAME	TITLE	ADDRESS
MIKINKUMAR P PATEL	ORGANIZER	2268 MOONDANCE LANE, MARIETTA, GA, 30062, USA

N/A

AUTHORIZER SIGNATURE MIKINKUMAR P PATEL
AUTHORIZER TITLE Organizer



Date of this notice: 03-07-2022

Employer Identification Number:

002108.416954.23978.31412 1 MB 0.485 926



Form: SS-4

Number of this notice: CP 575

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

AARUSH BUSINESS LLC
MIKINKUMAR P PATEL SOLE MBR
2268 MOONDANCE LN
MARIETTA GA 30062

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

002108

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

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

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please visit, www.irs.gov/einnotrequested.

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

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941
Form 940

07/31/2022
01/31/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding of the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT (hereinafter referred to as "Agreement") made and entered into this the 1st day of September, 2024, by and between Aarush Business LLC a Georgia corporation (hereinafter referred to as "Manager") of mailing address at 1128 Harmony Church Rd, Dawsonville, GA 30534 and AA OF DAWSONVILLE LLC, a Georgia corporation, of mailing address at c/o ARPITKUMAR T PATEL, 2320 CROSS SPRINGS DRIVE, CUMMING, GA 30041 (hereinafter referred to as "Owner").

WITNESSETH

WHEREAS, Owner maintains a leasehold interest in certain land and improvement, and owns a business thereon known as HARMONY FOODMART, a gas station and convenience store, (hereinafter referred to as the "Business") located at 1128 HARMONY CHURCH RD, DAWSONVILLE, GA 30534 (hereinafter referred to as "Premises"), pursuant to that certain lease entered into with landlord of the Premises (hereinafter referred to as "Lease"); and

WHEREAS, Owner, as dealer, has entered into certain dealer supply agreement with certain gas supply company for the sale of motor fuel products to the Premises (hereinafter referred to as "Gas Supply Agreement")

WHEREAS, Manager desires to exclusively manage, operate, and staff the day-to-day operation of said Business and Owner desires to engage Manager as independent contractor to manage, operate, and staff the day-to-day operation of the Business under the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the above contained recitals of facts, the mutual covenants, promises and agreements contained herein, the sum of ten and no/100 dollars (\$10.00) in hand paid each to the other, and other good and valuable consideration, the receipt and legal sufficiency of all of which are hereby acknowledged, the parties hereby agree as follows:

1. MANAGEMENT SERVICES.

Owner hereby engages Manager, as an independent contractor, for the purposes of providing the Management Services, as hereinafter defined, to the Business and Manager hereby accepts such engagement pursuant to the terms and conditions contained herein and agrees to provide the Management Services for the benefit of Owner as detailed herein. For purposes of this Agreement, the term "Management Services" means all services necessary to operate and maintain a profitable Business in full compliance of all the terms and conditions of the Lease as if Manager is the tenant therein, the Gas Supply Agreement as if Manager is the Dealer therein and all applicable laws, including but not limited to the followings:

1

Manager's initials: M.P.

Owner's initials: A.P.

- (a) Provide and pay for sufficient, qualified and competent personnel, including but not limited to cashiers and clerks, and necessary professional services for the operation of the Business,
- (b) Pay for all rent due for the Premises, utilities, advertising, insurances, bills, invoices, claims, and such other payments arise from or in connection with operation of the Business, under the Lease and under the Gas Supply Agreement;
- (c) Make, collect and account for all sales and keep all business records;
- (d) File and pay for all sales and use taxes, payroll taxes, personal property tax, real property tax (if applicable) and such other taxes arise from the operation of the Business;
- (e) At the option of Owner, upon receipt of written request from Owner, Manager shall obtain all licenses, permits, including but not limited to business license, alcohol licenses, tobacco license, lottery account, COAM license and other required items necessary for the operation of the Business in the name of Manager;
- (f) Furnish all inventory and supplies necessary for the operation of the Business;
- (g) Take all necessary action to make the Business in full compliance of all monetary and non-monetary terms and conditions of the Lease and the Gas Supply Agreement and any and all applicable federal, state, local rules, regulations, ordinances, and such other applicable laws;
- (h) Use appropriate skills and judgment, in a manner and means best suit to operation the Business and take such other actions as may be necessary to operation the Business and maintain the sale volume of the Business to the same or higher level as when this Agreement is executed;
- (i) Maintenance, upgrade, repair and replace (if beyond repair) of all furniture, fixtures, and equipment of the Business and the Premises and said responsibility shall continue for the term of this Agreement.

Manager acknowledges the receipt of a copy of the Lease and the Gas Supply Agreement and having the opportunity to review and is satisfied with the content therein. The Lease and the Gas Supply Agreement are made a part of this Agreement by reference hereby. The parties agree that it is the full intent of the parties that Manager, at Manager's sole costs and expenses, shall be fully responsible for the full satisfaction of all monetary and non-monetary obligations of Owner

2

Manager's initials: M.L.

Owner's initials: S

and/or Owner's affiliates as tenant under the Lease, as dealer under the Gas Supply Agreement and in operation of the Business.

Manager agrees to provide the Management Services under this Agreement as an independent contractor. Manager agrees that Manager's sole relationship with Owner is that of an independent contractor. Neither Manager nor any of Manager's personnel shall be considered employees of Owner. Neither Manager nor any of Manager Personnel shall be entitled to any employment rights or benefits provided by Owner to its employees, if any. Without limitation, Manager and its personnel shall not be entitled to group insurance, liability insurance, disability insurance, workers' compensation coverage, paid vacations, paid sick leave or other paid leave, retirement plans, health plans, premium pay, and like benefits that may be provided by Owner, or by operation of law, for Owner's employees, if any.

2. COMPENSATION TO MANAGER.

Manager shall be entitled to all proceeds generated by the Business after accounting for all payments required hereunder and provided that Manager is not in default under this Agreement. Manager specifically acknowledges and agrees that Owner has made no representations or warranties as to current, past or projected sales figures and/or the potential profitability of the Business. The proceeds generated from the operation of the Business is the sole compensation to Manager under this Agreement. No additional compensation shall be paid to Manager by Owner.

3. PAYMENT DUE OWNER FROM MANAGER.

In exchange for engaging Manager to provide the Management Services to the Business, Manager agrees to pay to Owner the following sums:

(a) Value of Inventory: Total value of inventory upon agreed cost percentage of 30% of retail value; due and payable in cash or certified check at or before execution of this Agreement. Said amount shall be credited against the value of inventory at cost on the day of closing.

(b) Lease Payment: Such amount equals to **Twenty-five Thousand and 00/100 Dollars, (\$25,000), per month payable to AA OF DAWSONVILLE, LLC;** during the term of this Agreement for all rental due under the Lease including but not limited to basic rent, additional rent, late fees, interest, penalty or such other payment due thereunder (the "Lease Payment") on the first day of each month in advance, or on or before the due date under the Lease. Upon written request of Owner, Manager shall pay such Lease Payment, in whole or any part thereof as may be requested by Owner, to landlord of the Premises directly.

Manager's initials: M.P

3

Owner's initials: h

(c) Late Fee and Interest: In the event that Manager fails to make the payment due hereunder within five (5) days from its due date, Manager shall pay ten percent (10%) of the amount due to Owner as late fee and twelve percent (12%) interest per annum calculated from the due date

4. TERM.

(a) The term of this Agreement shall begin from the date this Agreement is fully executed, and shall expire on August 31st, 2026 for a period of approximately two (2) years (the "Expiration Date"), unless terminated earlier as provided herein. The term of this Agreement may be extended by mutual written agreement with a sixty days (60 days) in advance notice to both parties with a certified mail for additional two years term.

(b) Termination of this Agreement shall have no effect on the obligations, restrictions, warranties and indemnities contained herein. Said obligations, restrictions, warranties and indemnities shall continue in full force and effect after the termination of this Agreement, regardless of the reason for termination.

(c) Manager shall have right to early termination of this Management Agreement with one hundred eighty (180) days' notice in advance. Such notice shall be in writing and shall be given by registered or certified mail (prepaid), return receipt requested, at the respective addresses set forth above or such other address as may be designated by any party by written notice to the others.

5. MANAGER'S WARRANTIES AND REPRESENTATIONS.

Manager hereby represents and warrants to Owner that:

(a) All information provided to Owner by Manager in connection with Manager's qualifications and authority to perform the Manager Services required under this Agreement and concerning Manager's status as an independent contractor is true and correct.

(b) Manager shall make all required deductions for it or its employees for any Federal or State income tax withholdings, FICA, FUTA, or other employment related payments.

(c) Manager will comply with all applicable federal, state, and local laws, regulations and ordinances relating to the provision of the Management Services under this Agreement and to the employment, insurance and taxation of Manager's employees who perform the

Manager Services on behalf of Manager under this Agreement as well as such law applicable to operation of game machines.

(d) Manager is not restricted in any manner by any employment agreement, nondisclosure agreement, non-competition agreement or otherwise, that would prevent Manager from performing the Management Services under this Agreement.

(e) Manager will not hire for employment any undocumented aliens to provide the Management Services to the Business or for any other purposes connected with any aspect of the Business.

(f) Manager shall have exclusive authority and control for the hiring and firing of any employee, independent contractor, laborer, or anyone who provides services or material to or for the Business. Manager acknowledges that Owner has not and will not have any influence or Manager's ability to hire and fire.

(g) Manager shall not use the Business or any assets of the Business as collateral for loan or credit application. Also, Manager shall not sub-lease the Business or allow anyone other than Manager to take possession of or operate the Business without the prior written consent of Owner.

(h) Prior to any changes to the Business operation or alterations or improvement made at the Premises, without regard to the extent and nature of such changes, Manager shall give proper written notice to Owner and obtain Owner's prior written consent.

(i) During the management period, Manager shall maintain the Premises clean and nice; provide good services to customers, maintain and repair all furniture, fixture, and equipment properly and periodically, work diligently to maintain or increase the sale volume, and promptly notify Owner or authorities if circumstances dictate.

6. INDEMNIFICATION.

Due to the status of Manager as an independent contractor, it is solely and completely accountable for the Management Services it provides to Owner, and Owner shall have no liability whatsoever to any party for the Management Services provided by Manager and/or Manager's personnel. Manager shall and hereby does agree to defend, indemnify and hold harmless Owner and its officers, directors, agents, owners, shareholders, affiliates, subsidiaries, employees and attorneys (collectively the "Owner's Affiliates"), from and against any claims brought or threatened, of whatsoever kind or character, and any and all losses, costs or other liabilities imposed against Owner or Owner's Affiliates by Manager's employees, agents, or any other party (including, but not limited to, Landlord, the gas supplier under the Gas Supply

5

Manager's initials: M.P

Owner's initials: o

Agreement, private parties, governmental bodies, and courts), including claims related to Manager's breach of this Agreement, the Lease, the Gas Supply Agreement or any warranties and representations contained herein, Manager's provision of the Management Services under this Agreement, workers' compensation, wage and hour laws, employment taxes, and benefits, Manager's status as an independent contractor, the status of Manager's personnel or any other matters relating to or involving the acts or omissions of Manager and/or Manager's personnel, specifically including, but in no way limited to, any alcohol, lottery, environmental or tobacco laws. Indemnification shall be for any and all losses, including, but not limited to, attorneys' fees incurred, costs of litigation, court costs, and any other costs.

7. DEFAULT & REMEDIES.

Should Manager fails to fulfill any obligations as stated herein on a timely basis and fail to cure such failure within five (5) days from and after written notice is sent to Manager, then Manager shall be in default of this Agreement and Owner shall entitle to all of the following cumulative remedies, in addition to any claim(s) that Owner may have against Manager pursuant to INDEMNIFICATION provision contained in this Agreement:

(a) Manager shall reimburse Owner any and all costs and expenses, including but not limited to attorney's fee, incurred by Owner in enforcing this Agreement without regard to whether a lawsuit is filed.

(b) At the option of Owner, this Agreement may be terminated immediately and Manager shall surrender the operation of the Business and the Premises within 24 hours thereafter. In the event that Manager fails to surrender voluntarily the Business and the Premises and Owner has filed dispossessory proceeding to evict the Manager, Manager shall pay to Owner a sum of \$8000.00 as additional Management Fee to Owner.

(c) Without regard to whether this Agreement is terminated pursuant to the terms hereof, and notwithstanding Owner's re-entry, or Manager's dispossession by summary proceedings or otherwise:

(i) Manager shall immediately pay to Owner all payments due hereunder (which shall accrued up to the time of the default, termination of this Agreement or dispossession of the Premises, whichever is later); and

(ii) Owner may, but shall not be obligated to, engage a new manager to substitute the Manager for a term which may be less than or exceed the period which would otherwise have constituted the balance of the term hereof, and may grant concessions to any payment obligations of the manager; and

(iii) At the option of Owner, Owner may seek all damages caused as a result of Manager's breach of this Agreement or in the alternative, Manager shall pay

Manager's initials: ML

6

Owner's initials: PL

Owner, as liquidated damages for the failure of Manager to honor Manager's obligations under this Agreement a sum equals to each month of the period which would otherwise have constituted the balance of the term of this Agreement, any deficiency between the sum of the monthly installment of payment and other amounts which would have been due under this Agreement for such month and the net amount, if any, actually collected on account of the Manager for such month. In computing such liquidated damages, there shall be added to said deficiency such as expenses as Owner may incur in connection with any engaging a new manager, including but not limited to court costs, reasonable attorney's fees and disbursements, brokerage fees, and expenses for preparing the Business for the new manager. Any such liquidated damages shall be paid within thirty (30) days' notice from Owner. The parties acknowledge and agree that it is impossible to determine the actual damages to Owner in the event of default by Manager and the above stated sum is reasonable and is not to serve as penalty.

(d) Violation of any terms or conditions of any other contract(s) entered into between Manager and Owner by Manager shall be deemed as a default under this Agreement and thereby shall entitle the Owner to all remedies available hereunder.

Should Owner fails to fulfill any obligations as stated herein on a timely basis and fail to commence to cure such failure within thirty (30) days from and after written notice is sent to Owner and proceeds diligently to its completion, then Owner shall be in default of this Agreement and Manager, as Manager's sole remedy, may terminate this Agreement with thirty (30) days advance written notice to Owner.

8. RECORDS AND INSPECTION.

For clarification of the scope of Management Services, Manager shall keep, maintain and organize complete business records which shall include but not limited to any and all documents of legal significance, financial records (including but not limited to tax record, account payable, account receivables), employment and payroll records, purchase and sale records, and any other business related documents, during the term of this Agreement. Owner shall have right to inspect, copy and audit all the above stated records. **Manager shall provide a copy of the Monthly sales report directly from POS, Monthly Paid Sales tax receipt, Monthly Lottery sales report and reports of all the other miscellaneous income generated by operating the business due upon first day of each rental period.**

9. INSURANCE.

For clarification of the scope of the Management Services, Manager shall, at Manager's sole expense, secure and maintain during the term of this Agreement, the following insurance coverage and such additional insurances or coverage as may be required under the Lease and/or the Gas Supply Agreement, or otherwise reasonably necessary for the operation of the Business

Manager's initials: M.P

7

Owner's initials: J

or otherwise reasonably required by Owner by notice to Manager during the term of this Agreement:

- (a) Comprehensive General Liability insurance in a minimum amount of one million and no/100 dollars (\$1,000,000.00) bodily injury and property damage combined single limit;
- (b) Workers' Compensation insurance in amounts required by applicable statutes; and,
- (c) Insurance on the building(s), fixtures, equipment and improvements providing coverage for the replacement value of such building(s) (if required under the Lease), furniture, fixtures, equipment, and improvements.

All insurances maintained by Management shall be written by insurance companies licensed to do business in the State(s) in which the Management Services are performed. Such insurances shall be, in form and substance, satisfactory to Owner. **Such insurance shall name Owner (and any other entity or entities designated by Owner) as an additional named insured, and shall not be subject to cancellation or change except after thirty (30) days' prior written notice to Owner.**

10. "AS-IS" DELIVERY AND CONDITION OF RETURN:

Manager acknowledges having the opportunity to thoroughly inspect the Premises and the Business and hereby accepts the Business and the Premises in its "AS IS, WHERE-IS, WITH ALL FAULTS" conditions without warranty of any kind whatsoever from Owner. Upon natural expiration or early termination of this Agreement, Manager shall return the fixture, furniture and equipment of the Business, including but not limited to the items listed on the attached "Equipment List" (if none is attached, then Manager shall return all personal property received as of the execution date of this Agreement) all in good working conditions and the Premises in the same conditions as is delivered, with all damages repaired, natural wear and tear excepted.

11. NOTICES.

Except as otherwise specifically provided herein, all notices hereunder shall be in writing and shall be given by registered or certified mail (prepaid), return receipt requested, at the respective addresses set forth above or such other address as may be designated by any party by written notice to the others. Such notices shall be deemed given when mailed, except that notice of change of address shall be effective only from the date of its receipt. Manager shall provide and give Owner any and all notices received by Manager during the term hereof which are in connection with the Business or the Premises that may affect the operation of the Business or may subject Owner to liability under the Lease or the Gas Supply Agreement or otherwise subject Owner to liability.

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Manager's initials: MRP

Owner's initials: Φ

12. LEGAL REPRESENTATION.

Manager, by the execution hereof, expressly warrants and represents that, prior to the execution of this Agreement, Manager has obtained independent legal counsel of Manager's own choosing to advise Manager and to protect Manager's interest should Manager so deem necessary. The Manager have been advised of Manager's privilege to have an attorney of Manager's choice prior to execution of this Agreement, and its related documents, to represent Manager.

13. MISCELLANEOUS.

This Agreement may not be assigned by Manager without the prior written consent of Owner, such consent to be granted or denied within the sole discretion of Owner. Owner shall have right to assign this Agreement to without consent of Manager. This Agreement shall inure to the benefit of and be binding upon the successors, permitted assigns, executors, administrators, representatives, heirs and estates of the parties hereto. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and cannot be changed, modified, amended or terminated except by written instrument signed by the parties. The headings of the paragraphs hereof are for convenience only and shall not be deemed to limit or in any way affect the scope, meaning or intent of this Agreement or any portion hereof. A waiver by either party of any term or condition shall not be deemed or construed as a waiver of any future term or condition or subsequent breach thereof. If any part of this Agreement shall be invalid or unenforceable, it shall not affect the validity of the balance of this Agreement. This Agreement shall be governed by the laws of the State of Georgia. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

14. GAS GALLONS REBATES AND CONTRACTS.

Manager acknowledges and agrees that owner has an ongoing rebate program with the gas supply company. Therefore; manager acknowledges and agrees that any rebate incentives derived from the gas supply company during the term of this agreement shall fully be payable only to the owners' company. Manager acknowledges and agrees to have and understand the copy of the fuel supply agreement made by and between AA of Dawsonville LLC and Cary Oil Company.

15. COAM CONTRACT:

Manager acknowledges and agrees that owner has an ongoing COAM contract with ATL COAM LLC for the term of five years. Therefore; manager acknowledges and agrees that manager shall continue the contract in full effort with the terms and conditions under the agreement made between the owner and ATL COAM LLC Manager shall be liable for any type of reimbursement if the contract is in violation. Manager shall not remove the Coam Machines

9

Manager's initials: MP

Owner's initials: o

off the property for the term of the contract. Manager also acknowledges that the Coam machines are privately owned by ATL COAM LLC. A copy of the COAM contract shall be made available to the manager for understanding the terms and conditions. Owner does not grant permission to the Manager to make any type of COAM contracts without owner's consent.

16. SPECIAL STIPULATION:

To the extent that the following Special Stipulations are in conflict with any of the above stated terms and conditions, the following Special Stipulations shall control:

(a) MANAGER ACKNOWLEDGES AND AGREES THAT OWNER REMAINS AS OWNER OF ALL ASSETS OF THE BUSINESS DURING THE TERM OF THIS AGREEMENT AND MANAGER SHALL SURRENDER THE BUSINESS AND PREMISES TO OWNER UPON NATURAL EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT AS PROVIDED HEREIN IN THE SAME CONDITIONS AS DELIVERED, NATURAL WEAR AND TEAR EXCEPTED, WITH ALL FURNITURE, FIXTURES AND EQUIPMENT IN GOOD WORKING CONDITIONS AND THE PREMISES IN BROOM-CLEAN CONDITION WITH ALL DAMAGES REPAIRED.

(b) AT OWNER'S OPTION, AT THE COSTS AND EXPENSES OF MANAGER, OWNER MAY PERFORM ON BEHALF OF MANAGER ANY AND ALL OBLIGATIONS REQUIRED OF TENANT UNDER THE LEASE, DEALER UNDER THE GAS SUPPLY AGREEMENT AND/OR MANAGER UNDER THIS AGREEMENT AND MANAGER SHALL REIMBURSE OWNER WITHIN FIVE (5) DAYS OF WRITTEN REQUEST FROM OWNER FOR ANY SUCH COSTS AND EXPENSES INCURRED BY OWNER. FOR ILLUSTRATION PURPOSE ONLY, OWNER MAY OBTAIN ANY AND ALL REQUIRED INSURANCES AND REQUEST TENANT TO REIMBURSE THE ENTIRE PREMIUM PAID BY OWNER.

(c) In addition to any other remedy Owner has as provided hereunder, in the event that Manager receives any citation for violation of any business code, alcohol license ordinance, lottery account rules/regulations, COAM account rules/regulations and such other rules, regulations, codes, ordinance and law that govern the operation of the Business, the use of alcohol license and lottery account, Manager shall immediately pay Owner \$2,000.00 as addition management fee for each and every citation that Manager is fined or found guilty by relevant authority.

(d) SIMULTANEOUS WITH EXECUTION OF THIS AGREEMENT, MANAGER SHALL PURCHASE EXISTING INVENTORY OF THE BUSINESS IN ITS AS-IS CONDITIONS FOR A PURCHASE PRICE OF \$ 215,000. SAID PURCHASE PRICE SHALL BE CREDITED AGAINST THE VALUE OF INVENTORY.

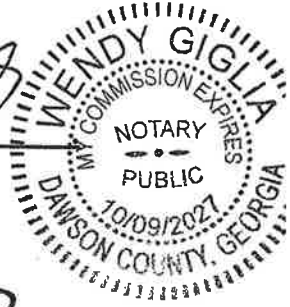
Executed on this, 9th day of September, 2024.

Sworn to & Subscribed before me this 9th day of September, 2024.

[Signature]

Arpitkumar T. Patel
Owner,
AA OF DAWSONVILLE , LLC

[Signature]
Notary Public



M.P. Patel

Aarush Business LLC.
Manager,
GA I.D. Lic # _____.

[Signature]
Notary Public



Manager's initials: M.P

Owner's initials: [Signature]



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: 08/30/14 Authorization good for: 7 30 60 90 180 days

Agency requesting criminal history (name and phone #): Dawson County Marshals Office, 706-344-3232

Full name: Mikinkumar Patel Phone #: _____

Address: _____

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

DOB: _____ Sex: Male Race: Asian State of birth: India

Height: 5'4" Weight: 160lb Hair: black Eyes: Brown

Individual(s) authorized to receive criminal history: Kathryn Massey and Angela Byers

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

Special employment provisions (check if applicable):

- Employment with mentally disabled (Purpose code "M")
- Employment with elder care (Purpose code "N")
- Employment with children (Purpose code "W")

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

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

Case number or criminal history number used: _____

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

M. P. Patel
 SIGNATURE OF APPLICANT

Sara Kathryn Massey
 NOTARY SIGNATURE

 SIGNATURE OF RECEIVING PERSON



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**IQ: GA, A, M, 150111005, MPATEL/ALCOHOLLIC/AHORNSBY, E, 19860519 -
Received 09/09/2024 15:33:46**

SOURCE: CCH

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GEORGIA CRIMINAL HISTORY NAME AND IDENTIFIER SEARCH

REQUESTED BY:

DATE: 20240909 PUR: E ATTN: MPATEL/ALCOHOLLIC/AHORNSBY

ARN:

RESPONSE DATE:

QUERY REQUESTED ON:

NAM/PATEL, MIKINKUMAR

DOB/

SEX/M

RAC/A

SOC/

NO RECORD IN GEORGIA
DAWSON COUNTY SHERIFF'S OFFICE
JEFF JOHNSON SHERIFF

*Amy
Hornsbay*

NO RECORD FOUND

END OF RECORD

TRACKING: 09/09/2024, 15:33:25

- MKE:

- Source:

- To: -

- REF: -

- ISN:



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: DA

Work Session: September 19, 2024

Prepared By: Conley Greer

Voting Session: October 3, 2024

Presenter: Lee Darragh

Public Hearing: Yes _____ No X

Agenda Item Title: **Presentation of New Shared Server for the District Attorney's Office**

Background Information:

The current 29 TB server utilized by the District Attorney's Office and shared with the Public Defender's Office has run out of space. The server holds the digital versions of each office's criminal case files and acts as the primary method for the service of criminal discovery from the State to the Public Defender. Although some of the data being stored is digital copies of documents, that is a small amount of data. Overwhelmingly, mixed media, including body camera and patrol camera video files, require the most storage space. Without the shared server, the Public Defender will have to provide the appropriate media for copying the discovery. The cost of that material is very expensive, and copying to media, rather than utilizing a server, would be labor intensive and extremely inefficient. The server is critical for daily operations. Moreover, a large server is required to comport with record retention policies under Georgia law.

Current Information:

A 176 TB RS4021xs+ NAS Server with Xeon 2.1 processor, Raid 10, 10gbe LAN, DSM operating system, with Rail kit would provide a significant amount of storage for the future. Its approximate cost is \$20,189.00. We also request and an additional \$3000 per year for SynologyC2 cloud storage.

Budget Information:

Applicable: _____ Not Applicable: _____ Budgeted: Yes _____ No _____

Fund	Department	Account #	Budget	Balance	Requested	Remaining

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

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

Recommendation/Motion:

Department Head Authorization: [Signature]
Finance Department Authorization: [Signature]
County Manager Authorization: [Signature]

Date: 9-10-2024
Date: 9-10-24
Date: 9/12/24

Comments/Attachments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Parks & Recreation

Work Session: September 19, 2024

Prepared By: Melissa Hawk

Voting Session: October 3, 2024

Presenter: Matt Payne

Public Hearing: Yes No

Agenda Item Title: Presentation of RFP #441-24 Playground Upgrade for Rock Creek and Veterans Memorial Parks Results

Background Information:

The SPLOST VII resolution includes the playground replacement at Veterans Memorial Park and Rock Creek Park in the amount of \$450,000 each.

Current Information:

An RFP opened on August 2, 2024, receiving six proposals. Individual evaluations have been completed with Great Outdoors Play rating the highest combined technical and cost score of 88. The total cost to the county to perform all scope of work is \$579,912.

Budget Information:

Applicable: Not Applicable:

Budgeted: Yes No

Fund	Department	Account #	Budget	Balance	Requested	Remaining
325	6120		\$0.00	\$0.00	\$637,903.20	

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

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

Recommendation/Motion: Staff respectfully requests the Board accept the proposals received and award a contract to Great Outdoors Play, in the amount not to exceed \$579,912 and a 10 percent county-controlled contingency, utilizing SPLOST VII funds.

Department Head Authorization: Matt Payne

Date: 9/5/2024

Finance Department Authorization: Vickie Neikirk

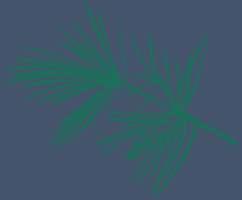
Date: 9/10/24

County Manager Authorization: J. Leverette

Date: 9/11/24

Comments/Attachments: Presentation

RFP #441-24
PLAYGROUND
UPGRADE FOR
ROCK CREEK AND
VETERANS
MEMORIAL PARKS



SEPTEMBER 19, 2024

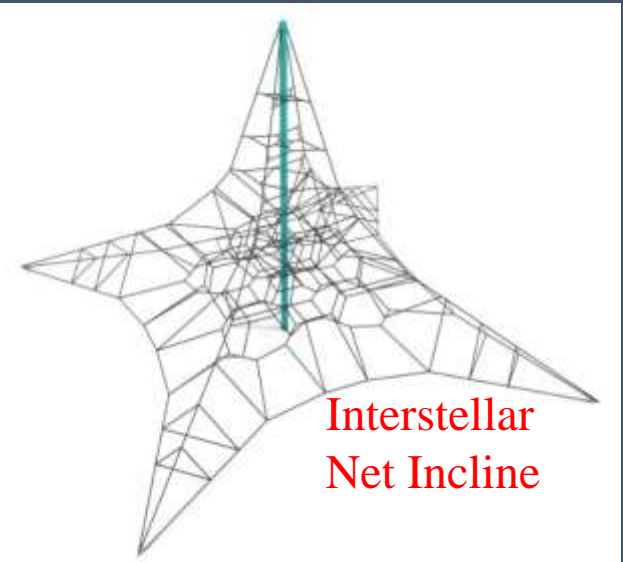


Background and Overview



- ❖ The SPLOST VII resolution includes playground equipment replacement for Rock Creek Park and Veterans Memorial Park, each in the amount of \$450,000.00.
- ❖ An RFP opened on August 2, 2024, receiving 6 proposals.

Wheelchair Accessible
Merry Go Round



Interstellar
Net Incline



Bid According to Policy

- ✓ Advertised in Legal Organ
- ✓ Posted on County Website through Vendor Registry
- ✓ Posted on Georgia Procurement Registry
- ✓ Notification through County's Facebook and Twitter accounts
- ✓ Notification through Dawson County Chamber of Commerce
- ✓ Received 6 proposals received



Evaluation Committee



❖ Parks and Recreation

- Parks and Recreation Director Matt Payne
- Recreation Programs Manager Buffie Hamil
- Financial Technician Ronda Watson
- Administrative Assistant Kris Rowan

❖ Facilitator – Melissa Hawk, Purchasing Manager



Scope of Work Overview

All work will follow the minimum standards to include, but not limited :

- ❖ Design playgrounds as a National Demonstration Site, provide signage.
- ❖ All equipment must meet the requirements of the Americans with Disabilities Act (ADA). Utilize International Playground Equipment Manufacturers Association (IPEMA) certified equipment GDOT Drainage Design of Highways Manual, as applicable
- ❖ Age appropriate equipment for 3-5 age and 5-12 age groups.
- ❖ Remove existing equipment and install new equipment.
- ❖ All site work, including a 4” wide curb with ADA entry point.
- ❖ Install poured rubber surface meeting the fall height of up to 13 feet, using an aromatic rubber surface binder.



Offers Received

Description	BLISS	PLAYSOUTH BURKE	GAME TIME	GREAT OUTDOORS PLAY	KORKAT	PLAYWORX
Task 1 Rock Creek Park Playground Upgrade	\$583,343.34	\$498,597.00	\$608,052.19	\$322,714.00	\$422,433.41	\$983,520.70
Task 2 - Veterans Memorial Park Playground Upgrade	\$486,247.77	\$599,152.00	\$461,548.71	\$257,198.00	\$241,706.52	\$559,947.76
GRAND TOTAL	\$1,069,591.11	\$1,097,749.00	\$1,069,600.90	\$579,912.00	\$664,139.93	\$1,543,468.46



Summary of Scores

COMPANY	COMPANY BACKGROUND AND STRUCTURE	EXPERIENCE & QUALIFICATIONS OF DEDICATED STAFF	PROJECT UNDERSTANDING/ APPROACH TO SCOPE OF WORK	REFERENCES	MANAGEMENT PLAN	TECHNICAL SCORE	COST/ FINANCIAL	Total SCORE
BLISS	35	75	83	34	36	66	12	78
PLAYSOUTH BURKE	32	75	78	33	33	63	12	74
GAME TIME	36	75	83	33	35	65	12	78
GREAT OUTDOORS PLAY	34	75	71	37	34	63	25	88
KORKAT	31	68	41	30	27	49	23	72
PLAYWORX	33	66	81	35	36	63	0	63

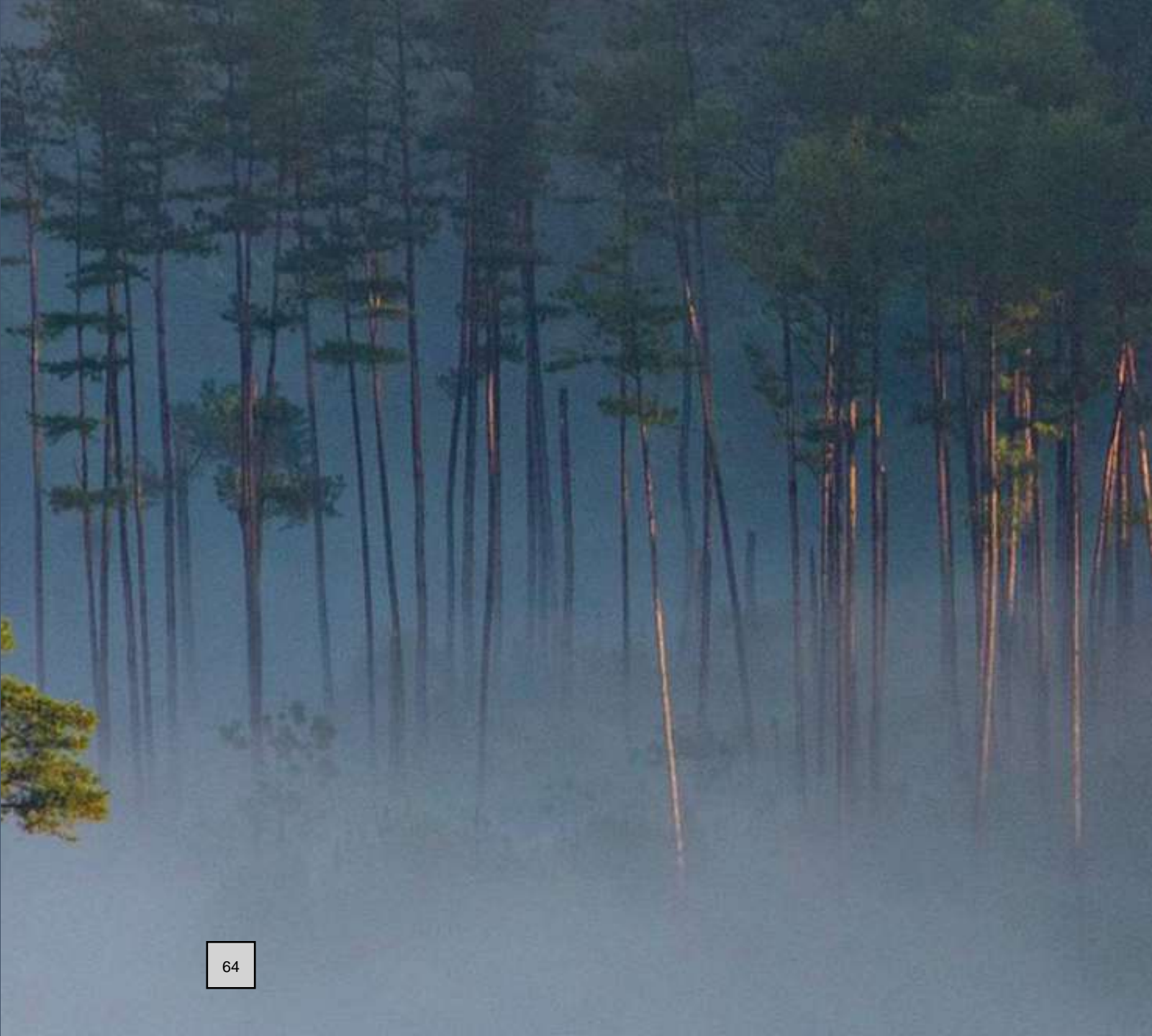
All scores are rounded up to the nearest whole number.



Staff Recommendation

Staff respectfully requests the Board to accept proposals received and award a contract to Great Outdoors Play, in the amount of \$579,912.00 and a 10 % County controlled contingency, utilizing SPLOST VII Funds.

THANK YOU FOR YOUR TIME





DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: County Administration

Work Session: September 19, 2024

Prepared By: Melissa Hawk

Voting Session: October 3, 2024

Presenter: Joey Leverette

Public Hearing: Yes No xx

Agenda Item Title: Presentation of Professional Exemption and Budget Request Engineering Services for Site Development of Future Fire Station 3 Location (Harmony Church Road Property) - Phase 1

Background Information:

Quotes were requested from three engineering firms for a survey database containing studies such as topographic, utilities, environmental studies and state waters delineation; design for site plans, including traffic signal and septic system; and construction documents and project management services. The scope and pricing received varied in approach to the work and cost ranging from \$56,900 up to \$140,000.

Current Information:

BM&K has met the needs of the county with its proposal at a cost of \$56,900.

Budget Information:

Applicable: x Not Applicable: _____ Budgeted: _____ No xx

Fund	Department	Account #	Budget	Balance	Requested	Remaining

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

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

Recommendation/Motion: Staff respectfully requests the board to approve the professional exemption of BM&K to perform scope of work listed on the quote dated 9/11/2024, in the amount of \$56,900 using SPLOST VII funds.

Department Head Authorization: _____

Date: _____

Finance Department Authorization: Vickie Neikirk

Date: 9/12/24

County Manager Authorization: J. Leverette

Date: 9/12/24

Comments/Attachments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: HR & Risk Management

Work Session: 09/15/2024

Prepared By: Kristi Finley, Director

Voting Session: 10/03/2024

Presenter: Kristi Finley, Director

Public Hearing: Yes _____ No X

Agenda Item Title: Presentation of Proposal to Increase Annual Paid Time Off (PTO) Payout

Background Information:

Requesting to increase Annual PTO Payout options to adjust for high PTO earnings and reduce loss of earned time. Approval would also allow employees who previously received the pre-existing 40 hour pay out in 2024 to request up to the new approved limits by the end of the year.

Current Information :

Budget Information:

Applicable: _____ Not Applicable: X

Budgeted: Yes _____ No x

Fund	Department	Account #	Budget	Balance	Requested	Remaining

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

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

Recommendation/Motion: _____

Department Head Authorization: _____

Date: _____

Finance Department Authorization: Vickie Neikirk

Date: 9/11/24

County Manager Authorization: J. Leverette

Date: 9/11/24

Comments/Attachments: _____

Proposal to Increase Annual PTO Rollover and Annual PTO Payout

Class	80 (8)	84 (12)	96 (24)
Current APO	40	40	40
Proposed APO	120	126	144



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Finance

Work Session: 9.19.24

Prepared By: Vickie Neikirk

Voting Session: 10.3.24

Presenter: Vickie Neikirk

Public Hearing: Yes _____ No x

Agenda Item Title: Request to write off of old uncollectable ambulance accounts

Background Information:

In 2017, the County adopted a policy of periodically writing off old uncollectable ambulance accounts. Once the billing company has exhausted its efforts of collections, the accounts are turned over to a professional collections company. They make numerous attempts at collecting these accounts. Once an account is older than 4 years, it cannot be pursued any longer.

Current Information:

The county has 667 accounts from 2019-2020 that need to be written off. These accounts total \$355,543.37. This write off will be written off against our allowance for doubtful accounts and there is currently \$2,327,657.02 in the allowance (as of 12/31/23).

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: To approve the write off of ambulance accounts that have passed the period of collections allowed by law.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 9/10/24

County Manager Authorization: J. Leverette

Date: 9/11/24

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

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