AGENDA

Gainesville Work Session
Thursday, November 2, 2017, 9:00 AM
Administration Building, Board Room
300 Henry Ward Way, 3rd Floor
Mayor or Mayor Pro Tem Presides

DEPARTMENT ISSUES

Finance	Resolution: Amendment to PFM Agreement for Financial Advisory Services	Jeremy Perry
Fire	Resolution: GEMA GSAR FY2017 Homeland Security Grant Award	Keith Smith
Fire	Resolution: Hall County Mitigation Plan Update 2016-2021	Jerome Yarbrough
Police	Resolution: Transfer of Funds to Police Department for Cooling System Repair	Carol Martin
Public Works	Resolution: FY2018 Local Maintenance and Improvement Grant (LMIG)	Matt Tarver
Community Development	Resolution: Authorization to Apply for and Accept a 2018 Community Home Investment Program (CHIP) Grant	Jessica Tullar
Community Development	**Public Hearing Item for the November 7, 2017 Council Meeting** Request from **Lanier Technical College** to annex an 8.154± acres tract having no road frontage and located east of State Route 365 (Cornelia Highway), north of Lanier Tech Drive and Howard Road (a/k/a **0 Howard Road**) and to establish zoning as Light Industrial (L-I). **Ward Number: Two.** Tax Parcel Number(s): 15-020-000-068. **Request: Technical College.**	Matt Tate
Community Development	**Public Hearing Item for the November 7, 2017 Council Meeting** Request from **The 5 MCS, LLC** to rezone a 5.24± acre tract located on the southwest side of the intersection of Enota Avenue and Yonah Avenue (a/k/a **1012 Enota Avenue NE**) from Planned Unit Development (P-U-D) and Residential-I (R-I) to Planned Unit Development (P-U-D). **Ward Number: Two.** Tax Parcel Number(s): 01-075-001-024. **Request: Assisted living facility, townhome cottages and single-family home.**	Matt Tate

CITY MANAGER ISSUES

	Resolution: Federal Courthouse Easement Agreement	Angela Sheppard / Abb Hayes

MAYOR/COUNCIL ISSUES

Ex-Officio Report(s)

CITY ATTORNEY ISSUES

CITY CLERK ISSUES

EXECUTIVE SESSION

ADJOURNMENT

Final: Tuesday, October 31, 2017, 9:14 AM

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 10/24/2017

Presenter: Jeremy Perry

Item of Business: Resolution: Amendment to PFM Agreement for Financial Advisory Services

Meeting Date: 11/2/2017

Purpose of Request:
With the Dodd-Frank Act and its associated regulations, the PFM (Public Financial Management) group has begun transitioning financial advisory services previously provided by PFM to a new operating company, PFM Financial Advisors LLC. This separation of entities warranted the need for this amendment.

History/Background:
On July 26, 2012, the City of Gainesville entered into an agreement with PFM for Financial Advisory Services. This agreement was in effect for three years, then the agreement extended annually thereafter.

Facts & Issues for Consideration:
PFM has provided exceptional service to the City of Gainesville for over the past 5 years.

Department Recommendation:
Financial Services recommends the approval of the amendment tot he agreement for financial advisory services with PFMFA (Public Financial Management Financial Advisors, LLC).

Department Director:
Jeremy Perry

If funding is involved, are funds approved within the current budget?
Yes

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Amendment to PFM Agreement for Financial Advisory Services	Resolution
Amendment to Original Agreement	Contract/Agreement/MOU
Original PFM Agreement	Backup Material

RESOLUTION BR-2017 - ___

AMENDMENT TO PFM AGREEMENT FOR FINANCIAL ADVISORY SERVICES

WHEREAS, the City of Gainesville previously entered into an agreement with PFM (Public Financial Management, Inc.) for Financial Advisory Services on July 26, 2012; and

WHEREAS, with the Dodd-Frank Act and its associated regulations, the PFM group has begun transitioning financial advisory services previously by PFM to a new operating company, PFMFA (PFM Financial Advisors LLC); and

WHEREAS, with this amendment to the agreement, PFM hereby assigns and conveys to PFMFA the agreement, and all of PFM's rights, title, interests and obligations in, to and under the agreement, effective as of the amended agreement date, and PFMFA hereby agrees to accept such assignment and conveyance, and for all intents and purposes; and

WHEREAS, by execution of this amendment, the City hereby consents to such assignment, along with other terms of the amended agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the attached amended agreement with PFMFA and authorizes the City Manager to execute all necessary documents for the amended agreement with PFMFA, followed by up to two subsequent annual renewals.

Adopted this _____ day of _____, 2017.

_____

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____

Denise O. Jordan, City Clerk

AMENDMENT
to
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This Amendment to Agreement for Financial Advisory Services (the "Amendment"), dated as of July 1, 2017 between the City of Gainesville, Georgia (the "City"), Public Financial Management, Inc., ("PFMI") and PFM Financial Advisors LLC ("PFMFA"), amends the Agreement for Financial Advisory Services, entered into on July 26, 2012 between the City and PFMI (the "Agreement").

WHEREAS, the City and PFMI entered into the Agreement for the City to obtain the financial advisory services of PFMI for an initial term on or about July 26, 2015, with an option for annual extensions; and

WHEREAS, Article V of the Agreement permits an assignment of the Agreement with the prior written consent of the other party; and

WHEREAS, the parties now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual premises made herein and of the mutual benefits to be derived therefrom, the parties hereby agree as follows:

1. **Term.** The Term, previously extended, is now further extended until July 26, 2018, and may be extended annually thereafter, unless earlier terminated in accordance with the provisions of Article IV of the Agreement.

2. **Assignment.** PFMI hereby assigns and conveys to PFMFA the Agreement, and all of PFMI's rights, title, interests and obligations in, to and under the Agreement, effective as of the date hereof, and PFMFA hereby agrees to accept such assignment and conveyance, and for all intents and purposes. ***By execution of this Amendment, the City hereby consents to such assignment.***

3. **Financial Advisor Representatives.** The following employees of PFMFA shall provide financial advisory services, provided, however, that PFMFA may, from time to time amend team members:

   David Moore – Managing Director
   Courtney Knight – Director
   Kathy Posey – Senior Managing Consultant
   Elise Lomel – Senior Analyst (formerly known as Consultant)

4. **Notices.** Any notices to be delivered to the City, pursuant to Article VII, shall be delivered to the attention of Chief Financial Officer. Any notices to be delivered to PFMFA shall be delivered to the attention of Managing Director.

5. **Exhibit A – SCOPE OF SERVICES**. The 5th to last bullet is deleted in its entirety and replaced with the following:

Publicize the bond sale or competitive bank loan offering, including electronic bid specifications. Arrange for advertising and pre-marketing of issue. Represent the City at the bid opening for a public sale or bank loan and analyze the bids, identify and recommend the most favorable bid, and make a recommendation as to award of the bid. In the event of a negotiated offering, assist the City in the selection of the underwriter(s), negotiating underwriter's discount, comparing alternative financing structures, analyzing market conditions, and specifying syndicate rules with the selected underwriting syndicate.

6. **Exhibit B – FEE SCHEDULE.** The following shall be added as new:

4. The compensation for competitive bank loans will be billed at closing as follows: as laid out in #2 above; however, subject to a minimum fee of $20,000 per transaction.

7. Except as specifically amended herein, the terms of the Agreement shall remain unchanged and in full force and effect and, together with this Amendment, represents the entire agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment, which shall become effective as of the date first written above.

PUBLIC FINANCIAL MANAGEMENT, INC.

By: _____

Title: **Managing Director**

Date: **10/20/17**

THE CITY OF GAINESVILLE, GEORGIA

By: _____

Title: _____

Date: _____

PFM FINANCIAL ADVISORS LLC

By: _____

Title: **Managing Director**

Date: **10/20/17**

PUBLIC FINANCIAL MANAGEMENT, INC.
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This agreement, made and entered into this 26th day of July, 2012, by and between the City of Gainesville, Georgia (the "City") and Public Financial Management, Inc., (hereinafter called the "Financial Advisor" or "PFM") sets forth the terms and conditions under which the Financial Advisor shall provide services.

WHEREAS, the City is desirous of obtaining the services of a financial advisor to develop and assist in implementing the City's strategies to meet its current and long-term operations and capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the City and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the City, services related to capital planning and debt issuance, including all services as set forth in the City's Request for Proposal (RFP) #12064 Scope of Services section and included in Exhibit A hereto.

II. WORK SCHEDULE

The services of the Financial Advisor are to commence as soon as practicable after the execution of this Agreement and a request by the City for such service.

Services which are not related to a particular transaction shall be completed as agreed between the City and the Financial Advisor.

III. FINANCIAL ADVISORY COMPENSATION

For the services described, PFM's professional fees and expenses shall be paid as set forth in our proposal dated June 20, 2012 and included in Exhibit B hereto.

IV. TERMS AND TERMINATION

This agreement shall remain in effect for three years from the date hereof, unless canceled in writing by either party upon thirty (30) days written notice to the other party, and may be extended annually thereafter.

V. NON-ASSIGNABILITY

PFM shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the City.

VI. INFORMATION TO BE FURNISHED TO THE FINANCIAL ADVISOR

All information, data, reports, and records in the possession of the City necessary for carrying out the work to be performed under this Agreement shall be furnished to the Financial Advisor and the City shall cooperate with the Financial Advisor in all reasonable ways.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to-wit:

THE CITY OF GAINESVILLE
P.O. Box 2496
Gainesville, GA 30503
Attn: Ms. Melody Marlowe, Chief Financial Officer

PUBLIC FINANCIAL MANAGEMENT, INC.
600 Peachtree Street, NE
Suite 3770
Atlanta, GA 30308
Attention: Dianne McNabb, Director

VIII. FINANCIAL ADVISOR'S REPRESENTATIVES

1. Assignment of Named Individuals

The professional employees of PFM as set forth in our proposal of June 20, 2012, shall provide the services set forth in this Agreement. PFM may, from time to time, amend team members, subject item 2, below.

2. Changes in Staff Requested by the City

The City has the right to request, for any reason, that PFM replace any member of the advisory staff. Should the City make such a request, PFM shall promptly suggest a substitute for approval by the City.

IX. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than the amounts specified in the City's RFP #12064.

X. INDEPENDENT CONTRACTOR

The Financial Advisor, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venture partners of the City by virtue of this Agreement or any actions or services rendered under this Agreement.

XI. ENTIRE AGREEMENT

This Agreement represents the entire agreement between The City and PFM and may not be amended or modified except in writing signed by both parties.

IN WITNESS THEREOF, the City and Financial Advisory have executed this Agreement as of the day and year herein above written.

ATTEST: **THE CITY OF GAINESVILLE, GEORGIA**

BY: _____
Kip Padgett, City Manager

DATE: 7/26/12

ATTEST: **PUBLIC FINANCIAL MANAGEMENT, INC.**

BY: Dianne McNabb
Dianne McNabb, Director

DATE: 7-26-12

SCOPE OF SERVICES

Role of Financial Advisor

Provide independent financial advice and serve solely the interest of the City

Serve as the City's consultant on the proposed Series 2012 Bond issue

Manage the bond financing process and negotiate key business points to accomplish the City's objectives

Services to be Provided

The City seeks to utilize the best combination of options available to adequately address the capital needs of the City. The selected Financial Advisor will be required to perform the following:

- Advise on the structuring of the proposed bonds to best achieve the stated goals and other matters.
- Develop a plan of finance and prepare financing schedule.
- Review legal documents.
- Analyze and report on the advantages and disadvantages of the proposed financing.
- Evaluate the projected cash flow from any revenue sources that may constitute security for any obligation incurred.
- Review existing revenue sharing agreements, tax rebate agreements and debt commitments to determine potential impacts, if any, on the proposed financing and make appropriate recommendations to the City's financing team.
- Work with the City's bond counsel and financing team in recommending structure, specific terms and conditions of the debt issue. Present information regarding methods of sale, including publicly offered and privately negotiated options.
- Assist the City in selection of formation of financing team, including preparing a list of services required of underwriter, trustee, verification agent and other professionals, as agreed upon.
- Prepare credit profiles and coordinate with rating agencies.

- Assist bond counsel, disclosure counsel, and Authority counsel in preparing documents to implement sale of the proposed bonds, including the assistance of preparing the text of the official statement and disclosure documents. Official statements will include a description of securities, the project, and pertinent financial and economic data.

- Publicize the bond sale, including electronic forms. Arrange for advertising and pre-marketing of issue. Represent the City at the bid opening for a public sale and analyze the bids, identify the most favorable bid, and make a recommendation as to award of the bid. Act as the City's agent if bid negotiations are required. After the bid is awarded, prepare an actual debt service table based on accepted coupon rates. In the event of a negotiated offering, assist the City in negotiating appropriate terms, reviewing spreads, comparing deals, analyzing market levels, and clarifying syndicate roles with selected underwriter.

- Conduct the sale of the proposed bonds.

- Assure that the sale of the proposed bonds is properly documented.

- Oversee the closing of the sale of the proposed bonds, including the assistance in selection of a bond printer and in advising the City on the investment of proceeds pending expenditure.

- Any other action required to carry out the sale of the proposed bonds in accordance with the directions of the City.

Reporting

The Financial Advisor will report to the City of Gainesville's Chief Financial Officer.

FEE SCHEDULE

1. The compensation for the Series 2012 Bonds will be $17,500, including any refunding.

2. The compensation schedule for competitive and negotiated sales of long-term financings will be billed at closing as follows:

Bond size ($000)	GO Bonds per $1,000	Revenue Bonds per $1,000
1 – 50,000	$0.80	$1.00
50,001 – 100,000	$0.60	$0.75
>100,000	$0.40	$0.50

*Subject to (1) a minimum fee of $25,000 per transaction, and (2) an additional fee of $5,000 for refunding transactions.

3. For short-term financings, the fee is 60% of the above referenced fee plus expenses.

PFM will not charge for general advice between financings. In the event the City requests that PFM perform significant special projects (capital planning, creation of new financing programs like the installment sale concept, etc.) fees will be negotiated in advance of the project generally based upon the following hourly rates for the indicated levels of experience of experience or their equivalents will apply. Additionally, in the event a financing is started, but cancelled at the City's request, accrued time will be billed as follows:

Experience Level	Hourly Rate
Senior Professional (Managing Director, Director, Senior Managing Consultant)	$250
Consultant	$190
Administrative Staff	$90

In addition to advising on financing and capital planning, PFM is often called upon to perform many additional duties. These may include structuring and implementation of the refunding of escrow, debt service reserve and debt service payment, fund investment structuring, investment liquidation, interest rate swap pricing and implementation, and other related services. These services are subject to a separate fee to be negotiated in advance at the time of the services and may be provided by PFM Asset Management LLC. PFM will fully disclose all fees related to any transaction.

Incidental Expenses
PFM proposes the following rates for reimbursable expense incurred in providing financial advisory services to the City:

Type of Expense	Rate
Conference Calls	At Cost
Travel	At Cost
Mileage	Per IRS requirement
Postage	At Cost
Courier, Overnight Delivery	At Cost

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 10/12/2017

Presenter: Keith Smith

Item of Business: Resolution: GEMA GSAR FY2017 Homeland Security Grant Award

Meeting Date: 11/2/2017

Purpose of Request:
The purpose of this request is to ask the Council to approve the acceptance of the $67,500.00 grant funds from GEMA for the GSAR program.

History/Background:
With the Gainesville Fire Department being the host department for the GSAR TF1 team, GEMHSA has awarded $67,500.00 to purchase equipment through the Homeland Security Grant Program/State Homeland Security Grant which will be used for the maintenance of the GSAR TF1 program.

Facts & Issues for Consideration:
The Gainesville Fire Department is the host department for GSAR TF1 of the Northeast Region of the state. GEMHSA has strategically located these teams throughout the state to respond to communities after disasters and other types of emergencies that require additional resources for search and rescue.

Department Recommendation:
The Gainesville Fire Department recommends accepting the funds from GEMHSA to maintain the GSAR TF1 program.

Department Director:
Jerome Yarbrough

If funding is involved, are funds approved within the current budget?
N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
GEMA FY17 Grant Resolution	Resolution
GEMA FY17 Truck Grant	Contract/Agreement/MOU
GEMA FY17 K-9 Grant	Contract/Agreement/MOU

RESOLUTION PR-2017 - ___

Georgia Emergency Management Agency Georgia Search and Rescue
FY2017 Homeland Security Grant Award

WHEREAS, the Georgia Emergency Management Agency hereinafter referred to as "GEMA" has established a Georgia Search and Rescue Program hereinafter referred to as "GSAR"; and

WHEREAS, GSAR teams are strategically located throughout the state for the purpose of responding to communities or areas upon request during times of disasters and/or other types of emergencies that may require additional resources for search and rescue strategy and tactics; and

WHEREAS, the Gainesville Fire Department is the host department for GSAR Task Force 1 of the Northeast Region of the state; and

WHEREAS, GEMA has awarded the City of Gainesville Fire Department two grants totaling $67,500 for equipment from the Department of Homeland Security (DHS) which will be used for the maintenance of the GSAR Task Force 1 program**;** and

WHEREAS, Grant SHO17-018 awards $64,000 and Grant SHO17-026 awards $3,500; and

WHEREAS, the Gainesville Fire Department requests permission to accept these grants in accordance with the sub grant funded from the federal FY17 Homeland Security Grant Program as defined in the award letters.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Gainesville Fire Department to accept the grant funding of $67,500.

BE IT FURTHER RESOLVED THAT the Gainesville Mayor and/or City Manager are authorized to enter into any and all contracts with the above mentioned funding for the GSAR Program.

Adopted this _____ day of _____, 2017.

_____
C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____
Denise O. Jordan, City Clerk

GEORGIA EMERGENCY MANAGEMENT AGENCY
HOMELAND SECURITY

NATHAN DEAL
GOVERNOR

HOMER BRYSON
DIRECTOR

October 5, 2017

Honorable Danny Dunagan
Mayor
City of Gainesville
Post Office Box 2496
Gainesville, Georgia 30503

Dear Mayor Dunagan:

On behalf of Governor Nathan Deal, it is my pleasure to inform you the State of Georgia has awarded the Gainesville Fire Department a subgrant funded from the federal FY17 Homeland Security Grant Program. The amount of the grant is $64,000.00 to build and enhance your community's capabilities in Homeland Security.

The grant funding can be used only for the purposes specified and authorized by a Recipient-Subrecipient Agreement, so no action can be undertaken until the agreement has been finalized. Please review, complete and return the grant agreement you will receive from the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) containing specific information regarding your grant.

Thank you for your commitment to protect Georgia citizens and assets. I appreciate your efforts to ensure Georgia remains a safe place for us to live and raise our families. By working together, we can continue to be prepared for the challenges that may face us.

Sincerely,

Homer Bryson

Homer Bryson

HB:SH
cc: Chief Jerome Yarbrough
Gainesville Fire Department

Post Office Box 18055 • Atlanta, GA 30316-0055
(404) 635-7000 • Toll Free in Georgia 1-800-TRY-GEMA • gema.ga.gov

GEORGIA EMERGENCY MANAGEMENT AGENCY
HOMELAND SECURITY

NATHAN DEAL
GOVERNOR

HOMER BRYSON
DIRECTOR

October 5, 2017

RE: GAN #EMW-2017-SS-00015-S01
SHO17-018
Gainesville Fire Department

Honorable Danny Dunagan
Mayor
City of Gainesville
Post Office Box 2496
Gainesville, Georgia 30503

Dear Mayor Dunagan:

It's my pleasure to award your agency with a FY2017 Homeland Security sub grant from the Department of Homeland Security (DHS). Enclosed is the Recipient-Subrecipient Agreement for funding awarded to your agency by the Georgia Emergency Management and Homeland Security Agency (GEMA/Homeland Security). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $64,000.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). The funds can only be applied to equipment found on the Authorized Equipment List (AEL), and as approved by your GEMA/Homeland Security Program Manager. **This grant award expires October 31, 2018. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.**

Attached to the Recipient-Subrecipient Agreement are Exhibits A through M. Please review all materials, and then return signed originals of the Recipient-Subrecipient Agreement along with **completed and signed** originals of Exhibits A - F to our office, Attention: Preparedness Grants Division, Post Office Box 18055, Atlanta, Georgia 30316 **by close of business November 15, 2017**. A copy of the fully executed agreement will be returned to you for your files. **Please note that program activities and equipment purchases cannot begin until both parties have signed this agreement.**

If you require further information as to the grantee package, please contact Lee Brown, Grant Unit Supervisor, at 404-635-7013. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Joe McKinney
Manager of Preparedness
Grants and Programs

JM/SH
Enclosures
cc: Chief Jerome Yarbrough
Gainesville Fire Department

MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

AND

CITY OF GAINESVILLE, GEORGIA

REGARDING STATE USE OF
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
FUNDING ON BEHALF OF

GAINESVILLE FIRE DEPARTMENT

GRANT NO: SHO17-018

PARTIES: The parties to this Agreement are the STATE OF GEORGIA, GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY (GEMA/HS) and **GAINESVILLE FIRE DEPARTMENT**, as Subrecipient, a local unit of government located within the State of Georgia.

AUTHORITY: This Agreement is authorized under the provisions of Georgia Constitution Article IX, Section III, Paragraph I.

PURPOSE: The purpose of this Agreement is to set forth terms by which the State of Georgia shall expend Homeland Security Grant Program funding on behalf of local governments located within the State of Georgia. On September 1, 2017, the United States Department of Homeland Security issued Grant Award Number EMW-2017-SS-00015-S01to the State of Georgia. Under this grant, the State of Georgia must allocate grant funding to local units of government. Also under this grant, the State of Georgia may retain grant funding allocated to local units of government for expenditures made by the State on behalf of local units of government with written consent specifying the amount of funds to be retained by the state and the intended use of the funds.

RESPONSIBILITIES: The Subrecipient has requested that the State of Georgia, GEMA/HS, retain and expend local share Homeland Security Grant Program funding on its behalf for the local, regional, and statewide projects listed in Paragraph V, Projected Costs, in support of the state strategic plan.

GEMA/HS, the State Administrative Agency (SAA), on behalf of the STATE OF GEORGIA, has agreed to allocate, retain and expend local share Homeland Security Grant Program funding, either directly or through other agencies, contractors or subcontractors, for this project on behalf of the Subrecipient, for local, regional, and statewide projects as specified in Paragraph V, Projected Costs of this agreement.

PROJECTED COSTS: The following is the preliminary and approximate overall cost breakdown of the projects and costs for which the Subrecipient has requested that the STATE OF GEORGIA retain local funding and use on its behalf.

PROJECT	*DESCRIPTION*	*TOTAL LOCAL FUNDING*
GSAR	Equipment and/or supplies for GSAR	$64,000.00

OTHER PROVISIONS: Nothing in this Agreement is intended to conflict with current laws or regulations of the State of Georgia or relevant local units of government. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

EFFECTIVE DATE: The terms of this agreement will become effective on October 1, 2017, or on the date when this Agreement has been signed by all parties and returned to GEMA/HS, whichever is later.

MODIFICATION: This agreement may be modified upon the mutual written consent of all parties.

TERMINATION: The terms of this agreement, as modified with the consent of all parties, will remain in effect until the completion of the project identified in Paragraph V, the expenditure of funding, and the transfer of title for any equipment to the local unit of government, unless earlier terminated by either party. Either party may terminate this Agreement upon sixty (60) days' written notice to the other party.

SIGNATURES: By signing this agreement, the signatories represent that they are authorized to sign this agreement on behalf of their jurisdiction and to bind the jurisdiction to all terms of this agreement.

& DATE

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

J. Mk Sexton

Signature

Mark Sexton, Assistant Director

Printed Name and Title of Signatory

10 / 05 / 2017

Date of Signature

SUBRECIPIENT

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

____ / ____ / ____

Date of Signature

FISCAL YEAR 2017
HOMELAND SECURITY GRANT PROGRAM

AGREEMENT BETWEEN
THE STATE OF GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

AND

CITY OF GAINESVILLE FIRE DEPARTMENT

GRANT NO: SHO17-018

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2017 Homeland Security Grant Program to the Georgia Emergency Management Agency and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of **$64,000.00** to **CITY OF GAINESVILLE FIRE DEPARTMENT** as Subrecipient, in accordance with the Fiscal Year 2017 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **Homer Bryson, Authorized Recipient Official**. The State has designated **Mark Sexton** as the **Program Manager** of this program. The Subrecipient's Authorized Official has authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Worksheet (Exhibit L). Any modification to the Budget Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

After all approved items on the approved Budget Worksheet have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient, and deobligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2017, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later, and shall continue through October 31, 2018. No modifications to the Budget Worksheet can be made after the termination date, October 31, 2018, or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is **effective**. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in writing at least 30 days prior to the end date of this Agreement.

Caveat: DHS/FEMA has reserved the right to change the FY17 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY17 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

Exhibit A	Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit B	National Incident Management System (NIMS) Compliance Form **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit C	Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit D	Federal Financial Funding Accountability and Transparency Act (FFATA) form **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit E	Program Information Form **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit F	GEMA/HS Risk Assessment Survey **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit G	Payment Request Form (KEEP FOR REFERENCE)
Exhibit H	Quarterly Financial Status Report (FSR) Reporting Form (KEEP FOR REFERENCE)
Exhibit I	Tangible Property Report (KEEP FOR REFERENCE)
Exhibit J	Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of Subrecipient (KEEP FOR REFERENCE)

Exhibit K U.S. Department of Homeland Security, HSGP, Grant Agreement Number EMW-2017-SS-00015-S01, Agreement Articles (KEEP FOR REFERENCE)

Exhibit L Approved Budget Worksheet(s) (KEEP FOR REFERENCE)

Exhibit M DHS/FEMA Fiscal Year 2017 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:

https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY_2017_HSGP_NOFO_20170601v2014_605.pdf

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

A. **Purchasing:** Subrecipient must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined in the Budget Worksheet (Exhibit L) and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at:

https://www.fema.gov/media-library/assets/documents/101566

B. **Payment Request Forms:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request Form (Exhibit G). Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.

C. **State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit J) and provide any other documentation or information requested by GEMA/HS. If the Acknowledgement Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Financial Status Reports (FSR) (Exhibit H) on a timely basis according to the guidelines in the section below.

D. **Quarterly Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter. A copy of the FSR report form is attached as Exhibit H to this agreement.

The following reporting periods and due dates apply:

- First Quarter October 1 – December 31 Due January 31
- Second Quarter January 1- March 31 Due April 30

- Third Quarter April 1 – June 30 Due July 31
- Fourth Quarter July 1 – September 30 Due October 31

FAILURE TO HAVE A CURRENT FSR ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE FSR IS RECEIVED.

E. **Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required

F. **Grant Closeout Report:** The Subrecipient shall submit a final program report detailing all accomplishments throughout the project with the final FSR. After both of these reports have been reviewed and approved by GEMA/HS, a Closeout Report will be generated indicating the project has closed and listing any remaining funds to be deobligated.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at http://www.ecfr.gov/.

A. **Administrative Requirements**

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. **Cost Principles**

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

C. **Organizational Audit Requirements:** The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend $750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at http://www.gao.gov/govaud/ybk01.htm, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

D. Selected Items of Cost: The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist, and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.

E. Data Universal Numbering System (DUNS) Number Requirement: No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subrecipient.

F. Accounting System: The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations

G. Retention and Maintenance of Records: The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2017 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.

H. Withholding and Repayment of Funds: In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, completing and returning the Acknowledgment Form to GEMA/HS in the

time required, purchasing of equipment in the time required, submitting request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.

I. National Initiatives:

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2017 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit M), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

   https://www.fema.gov/resource-management-mutual-aid

   http://www.fema.gov/nims-doctrine-supporting-guides-tools

2. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.

3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.

4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at http://www.fema.gov/national-exercise-program

   a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.

   b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at https://www.fema.gov/exercise and must be preapproved by the GEMA/HS Exercise Program Manager.

   c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY17 HSGP DHS/FEMA NOFO (Exhibit M, page 40).

   d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at http://www.fema.gov/national-incident-management-system.

5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of $25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:

1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

3. Additional information regarding the FFATA requirements can be found at http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf, www.USAspending.gov, and www.fsrs.gov

SPECIAL CONDITIONS:

A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2017 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.

B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2017 HSGP DHS/FEMA NOFO (Exhibit M), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.

C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2017 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.

D. The Subrecipient agrees to comply with the FY 2017 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit K. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.

E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to contact the Georgia Bureau of Investigation (GBI) by telephone immediately whenever responding outside of its jurisdiction.

F. The Subrecipient will maintain an inventory of all grant funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of $5,000 or more at the end of its useful life.Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.

G. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.

H. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.

I. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.

J. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.

K. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.

L. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.

M. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.

N. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other

recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

O. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgement of government sponsorship, including the grant award number, to any work first produced under this grant award.

P. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.

2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.

3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

   For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY17 NOFO (Exhibit M) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available on the internet at http://www.fema.gov/grant-programs-directorate-information-bulletins

Q. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at https://www.firstrespondertraining.gov/admin/main.jsp

R. The Subrecipient agrees that funds from the FY 2017 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit M), pages 39-40 and with FEMA's Information Bulletins 281 and 288. Specifically without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:

1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf

2. To use such funds to support achievement of baseline levels of capability as defined in the fusion capability planning tool.

3. The Subrecipient shall provide GEMA/HS with certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.

4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States,* as required under the DHS/FEMA FY17 NOFO (Exhibit M) and Information Bulletin 288.

5. All Subrecipients leveraging FY 2017 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.

S. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:

1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency who cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.

2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.

T. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.

U. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S. DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY17 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.

C. Convenience: This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.

D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and **CITY OF GAINESVILLE FIRE DEPARTMENT** have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

J. Mk Sexton

Signature

Mark Sexton, Assistant Director

Printed Name and Title of Signatory

10 / 05 / 2017

Date of Signature

SUBRECIPIENT

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

_____ / _____ / _____

Date of Signature

Agency FEID (XX-XXXXXXX)

Agency DUNS Number (XXXXXXXXX)

EXHIBITS A – F

MUST BE COMPLETED, SIGNED, AND

RETURNED WITH THE EXECUTED AGREEMENT

Exhibit A	Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable
Exhibit B	National Incident Management System (NIMS) Compliance Form
Exhibit C	Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
Exhibit D	Federal Financial Funding Accountability and Transparency Act (FFATA) Form
Exhibit E	Program Information Form
Exhibit F	GEMA/HS Risk Assessment Survey

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

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NIMS Compliance Form

This NIMS Compliance Form MUST be completed by each agency requesting or benefitting from funding.

Subgrantees are required to meet certain National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to http://www.training.fema.gov/nims. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subgrantee agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management Agency/Homeland Security this NIMS Compliance Form, Exhibit "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed. For those actions not completed in the "Required" section, please provide a one-page summary of the plan to complete these actions.
Additional NIMS guidance can be found at http://www.fema.gov/national-incident-management-system.

REQUIRED:

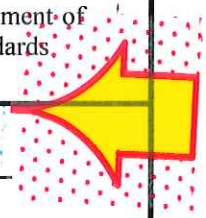
- ☐ **IS-700 (NIMS) An Introduction**
- ☐ **ICS-100: Introduction to the Incident Command System**

RECOMMENDED:

- ☐ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☐ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☐ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☐ Preparedness/Planning: Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements.
- ☐ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- ☐ Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.

RECOMMENDED continued:

- ☐ Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
  - ☐ **IS-800** National Response Framework, An Introduction
  - ☐ **ICS-200** ICS for Single Resources and Intial Action Incidents
  - ☐ **ICS-300** Intermediate ICS for Expanding Incidents
  - ☐ **ICS-400** Advanced ICS for Command and General Staff
  - ☐ **IS-701** NIMS Mutliagency Coordination Systems (MACS)
  - ☐ **IS-702** NIMS Public Information Systems
  - ☐ **IS-703** NIMS Resource Management
- ☐ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☐ Participate in an all-hazard exercise program based on NIMS that involves responders from
- ☐ Incorporate corrective actions into preparedness
- ☐ Inventory community response assets to conform
- ☐ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and
- ☐ Apply standardized and consistent terminology, including the establishment of plain English communications standards.



_____
Agency

_____ | _____
Authorized Signature | Date

Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

---

2. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

---

3. **DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address. city, county, state, zip code)

_____

_____

_____

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Check [ ] if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, please complete Items 1 through 7 (and Items 8, 9 and 10 if applicable), sign and certify by an authorized agent, and return this form with the Sub-recipient agreement to GEMA/HS.

Subrecipient Award Number: _____

Federal Agency Name: _____

CFDA Program Number and Program Title: _____

Subaward Project Description: _____

Please complete and sign the following Sub-Recipient section to certify accuracy.

1 Subrecipient DUNS Number: _____

2 Subrecipient Name: _____

3 Subrecipient Doing Business As (DBA) Name: _____

4 Subrecipient Address: _____

5 If DBA, Subrecipient Parent DUNS Number: _____

6 Subaward Principle Place of Project Performance: _____

7 In the preceding fiscal year, did the sub-recipient receive 80% of its annual gross revenues from the Federal government? **Yes** ☐ **No** ☐

If Yes, continue to question 8. If No, STOP and certify. The questionnaire is complete.

8 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than $25 million? **Yes** ☐ **No** ☐

If Yes, continue to question 9. If No, STOP and certify. The questionnaire is complete.

9 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than $25 million? **Yes** ☐ **No** ☐

If No, continue to question 10. If Yes, STOP and certify. The questionnaire is complete.

Federal Funding Accountability and Transparency Act Certification

10 Please list the names and compensation of the sub-recipient's five most highly compensated officers.

Complete this step only if question 9 was answered No.

	Name	Compensation
1		$ -
2		$ -
3		$ -
4		$ -
5		$ -

Certification

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature

Date

This Section is for use by the Georgia Emergency Management Agency/Homeland Security

Subrecipient Obligation:

Subrecipient Agency Name:

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature

Date

Subrecipient Obligation:

Action Date:

GEORGIA EMERGENCY MANAGEMENT AGENCY/ HOMELAND SECURITY
PROGRAM INFORMATION FORM
For use with HSGP: SHSP,UASI; & NSGP

A.	Agency Name (Payee): _____ DUNS Number: _____ Federal ID (FEID/FEIN): _____
B.	**Agency Authorizing Official:** Responsible for entering into agreement (Highest Elected Official, Director). Name: _____ Title: _____ Mailing Address: _____ nine-digit zip code: _____ Street Address: _____ nine-digit zip code: _____ Telephone: _____ Fax: _____ E-Mail Address: _____
C.	**Program Contact:** Responsible for responding to inquiries regarding the funded program. Name: _____ Title: _____ Mailing Address: _____ nine-digit zip code: _____ Telephone: _____ Fax: _____ E-Mail Address: _____
D.	**Financial contact:** Responsible for responding to inquiries regarding invoices and supporting documentation. Name: _____ Title: _____ Mailing Address: _____ nine-digit zip code: _____ Telephone: _____ Fax: _____ E-Mail Address: _____

GEMA/HS RISK ASSESSMENT SURVEY

Today's date (MM/DD/YYYY): _____ /_____ /_____

Agency Name:

Tax Status:

- ☐ Appropriated Division of the Town
- ☐ 501(C)(3)
- ☐ Other

Please specify

Your Jurisdiction Fiscal Year (e.g. July - June or Jan – Dec)

Legal name of the entity to which the FTIN was assigned

Physical address as listed on SAM.gov

Address

Address 2

City/Town

State: Zip:

Mailing address

Address:

Address 2:

City/Town:

State: Zip:

Financial Point of Contact:

Title:

Name:

Address:

E-Mail Address:

Phone number:

Survey completed by:

Title:

Name:

Address:

Email Address:

Phone number:

1. Has your organization been audited within the past twelve months?

- [ ] No, not within the past twelve months
- [ ] Yes, by an outside audit firm
- [ ] Yes, by town/local auditors
- [ ] Yes, by a State of Georgia auditor
- [ ] Yes, by a federal auditor

2. What was the completion date of the most recent audit?

- [ ] Our organization has never been audited
- [ ] Completion date (MM/DD/YYY) _____

3. Did your organization have any findings?

- [ ] Our organization has never been audited
- [ ] Our organization's audit produced no findings
- [ ] Our organization's audit findings have been resolved
- [ ] Our organization has an active corrective action plan for our audit findings
- [ ] Our organization has not yet addressed our audit findings

4. Is your organization required to have a single audit conducted in accordance with the Single Audit Act (sub recipient expends $750,000 or more in federal assistance during its fiscal year)? If "No" skip questions 4a through 4d and go to Question 5.

- [ ] Yes
- [ ] No

4a. Has the A-133 single audit been submitted to primary pass through Party?

☐ Yes – provide date (MM/DD/YYYY) and to whom the audit was sent

☐ No

4b. Did the organization have significant audit findings from your last single audit regarding program non-compliance?

☐ Yes

☐ No

4d. If the single audit has not yet been conducted, when will this be completed? (MM/DD/YYYY)

☐

5. What type of accounting system do you use?

☐ Automated

☐ Manual

6. Does your organization have written policies and procedures for checks and balances of all fiscal transactions?

☐ Yes

☐ No

7. Does your organization maintain for inspection all the books, documents, payroll papers, accounting records and grant files pertaining to sub grant agreements and contracts for a period of three years after the close of the sub-grant?

☐ Yes

☐ No

8. Has your organization obtained a DUNS number?

☐ Yes. Please provide DUNS number ☐

☐ No

9. Has the DUNS number been registered with the System for Award Management (SAM) at https://www.sam.gov/portal/public/SAM/?

☐ Yes – provide expiration date (MM/DD/YYYY) ☐

☐ No – estimated date of completion (MM/DD/YYYY) ☐

EXHIBITS G – M

SHOULD BE MAINTAINED FOR REFERENCE AND

NOT RETURNED WITH THE EXECUTED AGREEMENT

The following forms marked with a watermark and are not to be used for reporting purposes. Please refer to GEMA/HS's website, or your Grant Manager, for the most up-to-date version of these forms. The web address is: http://gema.ga.gov/PlanPrepare/Pages/Grant-Forms-and-Resources.aspx

Exhibit G	Payment Request Form
Exhibit H	Quarterly Financial Status Report (FSR) Reporting Form
Exhibit I	Tangible Property Report
Exhibit J	Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of (OBO) Subrecipient
Exhibit K	U.S. Department of Homeland Security, Homeland Security Grant Program, Grant Agreement Number EMW-2017-SS-00015, Agreement Articles

EXHIBIT L

APPROVED BUDGET WORKSHEET(S)

Exhibit L Approved Budget Worksheet(s)

EXHIBIT M

CAN BE FOUND AT THE WEBSITE LISTED BELOW

Exhibit M United States Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) Fiscal Year 2017 Homeland Security Grant Program Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:

https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY_2017_HSGP_NOFO_20170601v2014_605.pdf

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
PAYMENT REQUEST FORM

For use with HSGP: State Homeland Security Program, Urban Area Security Intiative; Non-Profit Security Grant Program

Instructions: All requests for payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible. Attach documentation that supports this payment request, such as copies of bills of sale, invoices, receipts, and canceled checks evidencing proof of payment. Do not send originals. Attach a continuation sheet if necessary.

*** Please refer to your Budget Worksheet for information needed in the following section ***

FINAL: ☐ YES ☐ NO

Grant Number: _____ **GAN Number:** _____

Agency Name: _____ **Area:** _____

PAYMENT REQUEST NUMBER:	

Item Number From Budget Worksheet	Requested Item to be Reimbursed	Requested Quantity	Item Cost	Requested Cost	Description of Documentation
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
	SUBTOTALS (Continuation Sheet + Front Sheet)		$ -	$ -	
	TOTAL			$ -	
	NET AMOUNT REQUESTED				

SAMPLE COPY

Under penalty of perjury, I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreements, comply with procurement regulations contained within the Financial Guide, and that payment is due and has not been previously requested. I understand that any part of this payment request that is not supported by cost documents and/or expended within the scope of the approved project will be deobligated and returned to the State of Georgia within 30 days of receiving the deobligation notice.

_____ _____

Signature of Subrecipient's Authorized Representative Printed Name

_____

Contact Phone Number

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

QUARTERLY FINANCIAL STATUS REPORT (FSR) *

FINAL REPORT: ☐ Yes ☐ No

FISCAL YEAR	REPORTING PERIOD	GAN NUMBER	GEMA/HS GRANT NUMBER

APPLICANT (Agency/ Department)	COUNTY	AREA

ADDRESS:	CONTACT NAME:	CONTACT PHONE / ALTERNATE NO.

ITEM NO	ITEM DESCRIPTION	QUANTITY	COST EACH	TOTAL COST	AMOUNT OBLIGATED (A) (ORDERED-UNPAID)	AMOUNT EXPENDED (B)
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$		
				$ -		
				$ -		
			Total -- Includes Amounts from Page 2	$ -	$ -	$ -

SAMPLE COPY

****CERTIFICATION: Signature Required****

Under penalty of perjury, I certify that all expenses, listed on this report are in accordance with the Office of Management and Budgets "Uniform Guidance" (http://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html), Title 44 of the Code of Federal Regulations, Chapter 1 Part13 (http://www.gpoaccess.gov/cfr/index.html), and Homeland Security Grant Program guidance documents.

SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE

* OBLIGATIONS AND EXPENDITURES MUST BE REPORTED TO GEMA/HS ON A QUARTERLY BASIS THROUGH THE USE OF THE FSR.

PLEASE UPDATE INFORMATION IN SECTIONS (A) AND (B) ABOVE. NOTE: FUNDS ARE OBLIGATED (A) AT THE TIME THAT THE ORDER IS PLACED. FUNDS ARE EXPENDED (B) WHEN THE INVOICES ARE PAID.

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
TANGIBLE PROPERTY REPORT

Report All Equipment Expenses Greater Than $5,000

MUST BE SUBMITTED WITH FINAL REIMBURSEMENT REQUEST

Jurisdiction	Property Description	Acquisition Date	Unit Cost	Serial Number

SAMPLE COPY

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of (OBO) Subrecipient

Remit to: Georgia Emergency Management & Homeland Security Agency
Preparedness & Homeland Security Grants
Post Office Box 18055
Atlanta, Georgia 30316-0055

Customer/Agency Name: _____

GAN Number: _____

GEMA/HS Grant Number: _____

Date Invoice Created	Invoice Number	Order #	Vendor Description	Part #	Quantity	UOM	Part Description	Item #	Item Received

SAMPLE COPY

The subgrantee MUST properly receive and maintain documentation (i.e. packing slips, purchase orders) for all equipment, supplies, services, etc for all items listed on the Approved Budget Worksheet. Receipts or invoices with order and delivery dates are required for all equipment items. For all items received directly from the vendor and purchased by the state on behalf of your local jurisdiction, this Acknowledgement Form must be completed and submitted to GEMA/HS immediately upon receipt. If this form is not submitted to GEMA/HS, funds associated with the purchased equipment will be deobligated from your grant and reimbursed to the state.

_____ **SIGNATURE CONFIRMATION**

_____ **DATE**

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE:	Georgia Emergency Management Agency
PROGRAM:	Homeland Security Grant Program
AGREEMENT NUMBER:	EMW-2017-SS-00015-S01

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Article XLIII	Civil Rights Act of 1968

Article I - Summary Description of Award

The purpose of the FY 2017 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $6,790,000 and Urban Area Security Initiative (UASI) funding in the amount of $8,430,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - Buy American and Hire American

All recipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 through 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

Article III - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article IV - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article V - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article VI - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article VII - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, U.S.C. Section 4712, 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article VIII - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article IX - USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article X - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions.

Article XI - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XII - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XIII - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Article XIV - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XV - SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XVI - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XVII - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVIII - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIX - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XXI - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101-12213).

Article XXII - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXIII - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXIV - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXV - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.
DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXVII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXVIII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXIX - Non-supplanting Requirement

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXI - National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create

and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXII - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

Article XXXIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXXIV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. section 2225.

Article XXXV - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XXXVI - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXVII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXVIII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXXIX - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XL - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XLI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XLII - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XLIII - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. section 100.201.)

BUDGET COST CATEGORIES

Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$15,220,000.00
Construction	$0.00
Indirect Charges	$0.00
Other	$0.00

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

(SHADED AREAS ARE FOR GEMA/HS USE ONLY)

DETAILED BUDGET WORKSHEET

FY2017 DHS HSGP, State Homeland Security Program (SHSP)

Law Enforcement Terrorism Prevention Award?	☐ Yes ☑ No			State on Behalf of Locals:	☑ Yes ☐ No		
GAN#:	EMW-2017-SS-00015-S01	Grant Number:	SHO17-018	Revision#:		Area:	1
DATE:	3/8/2017	SUBRECIPIENT NAME:	Gainesville Fire Department	FEID:	58-6000581	COUNTY:	Hall
CONTRACT CONTACT:		NAME/TITLE	Danny Dunagan	ADDRESS:	PO BOX 2496 GAINESVILLE, GA. 30503		
		PHONE:	770-535-6865	EMAIL:	ddunagan@gainesville.org		
PROGRAM CONTACT:		NAME/TITLE	Keith Smith	ADDRESS:	725 Pine Street Gainesville, Ga. 30501		
		PHONE:	770-534-3612	EMAIL:	ksmith@gainesville.org		

Specify the Investment Justification associated with the project to be funded. Choose one from the drop-down list below:

Investment Justification: 5. Sustain, Maintain, and Enhance Public Safety Response Teams Equipment

Specify Discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other. Choose one from the drop-down list below:

Discipline: Fire

COST ESTIMATE

ITEM	CATEGORY	ITEM	AEL #	QUANTITY	UNIT PRICE	TOTAL COST
001	PPE	Ergodyne GLV 730 XF XTRAC 9" Gloves	01UT-01-GLOV	20	$ 45.00	$ 900.00
002	PPE	BENNET FIRE 10" TECHNICAL RESCUE BOOT	01UT-01-FTWR	20	$ 460.00	$ 9,200.00
003	PPE	HP3 COMMANDO HELMET W/ GOGGLE MINE SAFE	01UT-01-HLMT	20	$ 265.00	$ 5,300.00
004	PPE	USAR TAILS HONEYWELL 1ST RESPONDER	01UT-01-GARM	20	$ 1,200.00	$ 24,000.00
005	PPE	USAR PANTS HONEYWELL 1ST RESPONDER	01UT-01-GARM	20	$ 900.00	$ 18,000.00
006	PPE	MULE WATER PACK BLK 100 OZ CAMELBACK	01UT-01-GARM	20	$ 85.00	$ 1,700.00
007	PPE	EYE SAFETY SYS ADVANCER V12 TACT GOGGLE 3LN	01UT-01-GARM	20	$ 55.00	$ 1,100.00
008	PPE	ERGODYNE PROFLEX 300 HARD KNEE PADS	01UT-01-GARM	20	$ 25.00	$ 500.00
009	PPE	ERGODYNE UNINVERSAL BACK SUPPORT	01UT-01-GARM	20	$ 35.00	$ 700.00
010	PPE	FF ENSEMBLE GEAR STORAGE BAG	01ZP-00-GBAG	20	$ 70.00	$ 1,400.00
011	PPE	BDU SHIRT	01UT-01-GARM	20	$ 30.00	$ 600.00
012	PPE	BDU PANT	01UT-01-GARM	20	$ 30.00	$ 600.00
013						$ -
014						$ -
015						$ -
016						$ -
017						$ -
018						$ -
019						$ -
020						$ -
		GEMA/HS Program Manager: Keith Smith	Program: GSAR		TOTAL	$ 64,000.00
		Prepared By: Keith Smith	Title: Division Chief			

Category - The above chart must indicate a category with each line. Choose one from the drop-down list.

1. Personal Protective Equipment (PPE)
2. EOD
3. CBRNE Operational & Search & Rescue (SAR)
4. Information Technology (IT)
5. Cyber Security (CS)
6. Interoperable Communications (Inter. Ops.)
7. Detection (DET)
8. Decontamination (DECON)
9. Medical (MED)
10. Power (POW)
11. CBRNE Reference Materials (REF)
12. CBRNE Response Vehicles (VEH)
13. Terrorism Prevention (TP)
14. Physical Security (PS)
15. Inspection and Screening (IS)
16. Animal and Plants (A&P)
17. Watercraft (WC)
18. Aviation (AIR)
19. CBRNE Logistical Support (LS)
20. Intervention (INT)
21. Other Authorized (O)
22. Training (TRG)
23. Exercise (EX)
24. Planning (PLG)
25. Citizen Corps (CCP)

GEORGIA EMERGENCY MANAGEMENT AGENCY
HOMELAND SECURITY

NATHAN DEAL
GOVERNOR

HOMER BRYSON
DIRECTOR

October 5, 2017

Honorable Danny Dunagan
Mayor
City of Gainesville
Post Office Box 2496
Gainesville, Georgia 30503

Dear Mayor Dunagan:

On behalf of Governor Nathan Deal, it is my pleasure to inform you the State of Georgia has awarded the Gainesville Fire Department a subgrant funded from the federal FY17 Homeland Security Grant Program. The amount of the grant is $3,500.00 to build and enhance your community's capabilities in Homeland Security.

The grant funding can be used only for the purposes specified and authorized by a Recipient-Subrecipient Agreement, so no action can be undertaken until the agreement has been finalized. Please review, complete and return the grant agreement you will receive from the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) containing specific information regarding your grant.

Thank you for your commitment to protect Georgia citizens and assets. I appreciate your efforts to ensure Georgia remains a safe place for us to live and raise our families. By working together, we can continue to be prepared for the challenges that may face us.

Sincerely,

Homer Bryson

Homer Bryson

HB:SH
cc: Chief Jerome Yarbrough
Gainesville Fire Department

Post Office Box 18055 • Atlanta, GA 30316-0055
(404) 635-7000 • Toll Free in Georgia 1-800-TRY-GEMA • gema.ga.gov

GEORGIA EMERGENCY MANAGEMENT AGENCY
HOMELAND SECURITY

NATHAN DEAL
GOVERNOR

HOMER BRYSON
DIRECTOR

October 5, 2017

RE: GAN #EMW-2017-SS-00015-S01
SHO17-026
Gainesville Fire Department

Honorable Danny Dunagan
Mayor
City of Gainesville
Post Office Box 2496
Gainesville, Georgia 30503

Dear Mayor Dunagan:

It's my pleasure to award your agency with a FY2017 Homeland Security sub grant from the Department of Homeland Security (DHS). Enclosed is the Recipient-Subrecipient Agreement for funding awarded to your agency by the Georgia Emergency Management and Homeland Security Agency (GEMA/Homeland Security). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $3,500.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). The funds can only be applied to equipment found on the Authorized Equipment List (AEL), and as approved by your GEMA/Homeland Security Program Manager. **This grant award expires October 31, 2018. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.**

Attached to the Recipient-Subrecipient Agreement are Exhibits A through M. Please review all materials, and then return signed originals of the Recipient-Subrecipient Agreement along with **completed and signed** originals of Exhibits A - F to our office, Attention: Preparedness Grants Division, Post Office Box 18055, Atlanta, Georgia 30316 **by close of business November 15, 2017**. A copy of the fully executed agreement will be returned to you for your files. **Please note that program activities and equipment purchases cannot begin until both parties have signed this agreement.**

If you require further information as to the grantee package, please contact Lee Brown, Grant Unit Supervisor, at 404-635-7013. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Joe McKinney
Manager of Preparedness
Grants and Programs

JM/SH
Enclosures
cc: Chief Jerome Yarbrough
Gainesville Fire Department

FISCAL YEAR 2017
HOMELAND SECURITY GRANT PROGRAM

AGREEMENT BETWEEN
THE STATE OF GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

AND

CITY OF GAINESVILLE FIRE DEPARTMENT

GRANT NO: SHO17-026

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2017 Homeland Security Grant Program to the Georgia Emergency Management Agency and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of **$3,500.00** to **CITY OF GAINESVILLE FIRE DEPARTMENT** as Subrecipient, in accordance with the Fiscal Year 2017 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **Homer Bryson, Authorized Recipient Official**. The State has designated **Mark Sexton** as the **Program Manager** of this program. The Subrecipient's Authorized Official has authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Worksheet (Exhibit L). Any modification to the Budget Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

After all approved items on the approved Budget Worksheet have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient, and deobligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2017, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later, and shall continue through October 31, 2018. No modifications to the Budget Worksheet can be made after the termination date, October 31, 2018, or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is **effective**. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in writing at least 30 days prior to the end date of this Agreement.

Caveat: DHS/FEMA has reserved the right to change the FY17 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY17 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

Exhibit A	Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit B	National Incident Management System (NIMS) Compliance Form **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit C	Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit D	Federal Financial Funding Accountability and Transparency Act (FFATA) form **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit E	Program Information Form **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit F	GEMA/HS Risk Assessment Survey **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit G	Payment Request Form (KEEP FOR REFERENCE)
Exhibit H	Quarterly Financial Status Report (FSR) Reporting Form (KEEP FOR REFERENCE)
Exhibit I	Tangible Property Report (KEEP FOR REFERENCE)
Exhibit J	Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of Subrecipient (KEEP FOR REFERENCE)

Exhibit K U.S. Department of Homeland Security, HSGP, Grant Agreement Number EMW-2017-SS-00015-S01, Agreement Articles (KEEP FOR REFERENCE)

Exhibit L Approved Budget Worksheet(s) (KEEP FOR REFERENCE)

Exhibit M DHS/FEMA Fiscal Year 2017 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:

https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY_2017_HSGP_NOFO_20170601v2014_605.pdf

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

A. **Purchasing:** Subrecipient must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined in the Budget Worksheet (Exhibit L) and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at:

https://www.fema.gov/media-library/assets/documents/101566

B. **Payment Request Forms:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request Form (Exhibit G). Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.

C. **State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit J) and provide any other documentation or information requested by GEMA/HS. If the Acknowledgement Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Financial Status Reports (FSR) (Exhibit H) on a timely basis according to the guidelines in the section below.

D. **Quarterly Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter. A copy of the FSR report form is attached as Exhibit H to this agreement.

The following reporting periods and due dates apply:

• First Quarter	October 1 – December 31	Due January 31
• Second Quarter	January 1- March 31	Due April 30

- Third Quarter April 1 – June 30 Due July 31
- Fourth Quarter July 1 – September 30 Due October 31

FAILURE TO HAVE A CURRENT FSR ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE FSR IS RECEIVED.

E. **Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required

F. **Grant Closeout Report:** The Subrecipient shall submit a final program report detailing all accomplishments throughout the project with the final FSR. After both of these reports have been reviewed and approved by GEMA/HS, a Closeout Report will be generated indicating the project has closed and listing any remaining funds to be deobligated.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at http://www.ecfr.gov/.

A. **Administrative Requirements**

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. **Cost Principles**

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

C. **Organizational Audit Requirements:** The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend $750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at http://www.gao.gov/govaud/ybk01.htm, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

D. Selected Items of Cost: The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist, and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.

E. Data Universal Numbering System (DUNS) Number Requirement: No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subrecipient.

F. Accounting System: The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations

G. Retention and Maintenance of Records: The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2017 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.

H. Withholding and Repayment of Funds: In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, completing and returning the Acknowledgment Form to GEMA/HS in the

time required, purchasing of equipment in the time required, submitting request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.

I. National Initiatives:

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2017 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit M), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

   https://www.fema.gov/resource-management-mutual-aid

   http://www.fema.gov/nims-doctrine-supporting-guides-tools

2. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.

3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.

4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at http://www.fema.gov/national-exercise-program

   a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.

   b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at https://www.fema.gov/exercise and must be preapproved by the GEMA/HS Exercise Program Manager.

   c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY17 HSGP DHS/FEMA NOFO (Exhibit M, page 40).

   d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at http://www.fema.gov/national-incident-management-system.

5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of $25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:

1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

3. Additional information regarding the FFATA requirements can be found at http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf, www.USAspending.gov, and www.fsrs.gov

SPECIAL CONDITIONS:

A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2017 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.

B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2017 HSGP DHS/FEMA NOFO (Exhibit M), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.

C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2017 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.

D. The Subrecipient agrees to comply with the FY 2017 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit K. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.

E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to contact the Georgia Bureau of Investigation (GBI) by telephone immediately whenever responding outside of its jurisdiction.

F. The Subrecipient will maintain an inventory of all grant funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of $5,000 or more at the end of its useful life.Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.

G. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.

H. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.

I. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.

J. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.

K. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.

L. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.

M. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.

N. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other

recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

O. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgement of government sponsorship, including the grant award number, to any work first produced under this grant award.

P. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.

2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.

3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY17 NOFO (Exhibit M) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available on the internet at http://www.fema.gov/grant-programs-directorate-information-bulletins

Q. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at https://www.firstrespondertraining.gov/admin/main.jsp

R. The Subrecipient agrees that funds from the FY 2017 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit M), pages 39-40 and with FEMA's Information Bulletins 281 and 288. Specifically without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:

1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf

2. To use such funds to support achievement of baseline levels of capability as defined in the fusion capability planning tool.

3. The Subrecipient shall provide GEMA/HS with certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.

4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States,* as required under the DHS/FEMA FY17 NOFO (Exhibit M) and Information Bulletin 288.

5. All Subrecipients leveraging FY 2017 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.

S. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:

1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency who cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.

2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.

T. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.

U. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S. DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY17 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.

C. Convenience: This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.

D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and **CITY OF GAINESVILLE FIRE DEPARTMENT** have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

J. Mark Sexton

Signature

Mark Sexton, Assistant Director

Printed Name and Title of Signatory

10 / 05 / 2017

Date of Signature

SUBRECIPIENT

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

_____ / _____ / _____

Date of Signature

Agency FEID (XX-XXXXXXX)

Agency DUNS Number (XXXXXXXXX)

EXHIBITS A – F

MUST BE COMPLETED, SIGNED, AND

RETURNED WITH THE EXECUTED AGREEMENT

Exhibit A	Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable
Exhibit B	National Incident Management System (NIMS) Compliance Form
Exhibit C	Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
Exhibit D	Federal Financial Funding Accountability and Transparency Act (FFATA) Form
Exhibit E	Program Information Form
Exhibit F	GEMA/HS Risk Assessment Survey

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

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NIMS Compliance Form

This NIMS Compliance Form MUST be completed by each agency requesting or benefitting from funding.

Subgrantees are required to meet certain National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to http://www.training.fema.gov/nims. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subgrantee agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management Agency/Homeland Security this NIMS Compliance Form, Exhibit "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed. For those actions not completed in the "Required" section, please provide a one-page summary of the plan to complete these actions.
Additional NIMS guidance can be found at http://www.fema.gov/national-incident-management-system.

REQUIRED:

- ☐ **IS-700 (NIMS) An Introduction**
- ☐ **ICS-100: Introduction to the Incident Command System**

RECOMMENDED:

- ☐ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☐ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☐ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☐ Preparedness/Planning: Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements.
- ☐ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- ☐ Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.

RECOMMENDED continued:

- ☐ Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
  - ☐ **IS-800** National Response Framework, An Introduction
  - ☐ **ICS-200** ICS for Single Resources and Intial Action Incidents
  - ☐ **ICS-300** Intermediate ICS for Expanding Incidents
  - ☐ **ICS-400** Advanced ICS for Command and General Staff
  - ☐ **IS-701** NIMS Mutliagency Coordination Systems (MACS)
  - ☐ **IS-702** NIMS Public Information Systems
  - ☐ **IS-703** NIMS Resource Management
- ☐ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☐ Participate in an all-hazard exercise program based on NIMS that involves responders from
- ☐ Incorporate corrective actions into preparedness
- ☐ Inventory community response assets to conform
- ☐ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and
- ☐ Apply standardized and consistent terminology, including the establishment of plain English communications standards

_____
Agency

_____ | _____
Authorized Signature | Date

Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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2. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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3. **DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address. city, county, state, zip code)

_____

_____

_____

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Check [ ] if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, please complete Items 1 through 7 (and Items 8, 9 and 10 if applicable), sign and certify by an authorized agent, and return this form with the Sub-recipient agreement to GEMA/HS.

Subrecipient Award Number: _____

Federal Agency Name: _____

CFDA Program Number and Program Title: _____

Subaward Project Description: _____

Please complete and sign the following Sub-Recipient section to certify accuracy.

1 Subrecipient DUNS Number: _____

2 Subrecipient Name: _____

3 Subrecipient Doing Business As (DBA) Name: _____

4 Subrecipient Address: _____

5 If DBA, Subrecipient Parent DUNS Number: _____

6 Subaward Principle Place of Project Performance: _____

7 In the preceding fiscal year, did the sub-recipient receive 80% of its annual gross revenues from the Federal government? **Yes** ☐ **No** ☐

If Yes, continue to question 8. If No, STOP and certify. The questionnaire is complete.

8 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than $25 million? **Yes** ☐ **No** ☐

If Yes, continue to question 9. If No, STOP and certify. The questionnaire is complete.

9 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than $25 million? **Yes** ☐ **No** ☐

If No, continue to question 10. If Yes, STOP and certify. The questionnaire is complete.

Federal Funding Accountability and Transparency Act Certification

10 Please list the names and compensation of the sub-recipient's five most highly compensated officers.

Complete this step only if question 9 was answered No.

	Name	Compensation
1		$ -
2		$ -
3		$ -
4		$ -
5		$ -

Certification

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature _____ Date _____

This Section is for use by the Georgia Emergency Management Agency/Homeland Security

Subrecipient Obligation: _____

Subrecipient Agency Name: _____

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature _____ Date _____

Subrecipient Obligation: _____

Action Date: _____

GEORGIA EMERGENCY MANAGEMENT AGENCY/ HOMELAND SECURITY
PROGRAM INFORMATION FORM
For use with HSGP: SHSP,UASI; & NSGP

A.	Agency Name (Payee): _____ DUNS Number: _____ Federal ID (FEID/FEIN): _____
B.	**Agency Authorizing Official:** Responsible for entering into agreement (Highest Elected Official, Director). Name: _____ Title: _____ Mailing Address: _____ nine-digit zip code: _____ Street Address: _____ nine-digit zip code: _____ Telephone: _____ Fax: _____ E-Mail Address: _____
C.	**Program Contact:** Responsible for responding to inquiries regarding the funded program. Name: _____ Title: _____ Mailing Address: _____ nine-digit zip code: _____ Telephone: _____ Fax: _____ E-Mail Address: _____
D.	**Financial contact:** Responsible for responding to inquiries regarding invoices and supporting documentation. Name: _____ Title: _____ Mailing Address: _____ nine-digit zip code: _____ Telephone: _____ Fax: _____ E-Mail Address: _____

GEMA/HS RISK ASSESSMENT SURVEY

Today's date (MM/DD/YYYY): _____ /_____ /_____

Agency Name:

Tax Status:

- ☐ Appropriated Division of the Town
- ☐ 501(C)(3)
- ☐ Other

Please specify

Your Jurisdiction Fiscal Year (e.g. July - June or Jan – Dec)

Legal name of the entity to which the FTIN was assigned

Physical address as listed on SAM.gov

Address

Address 2

City/Town

State: Zip:

Mailing address

Address:

Address 2:

City/Town:

State: Zip:

Financial Point of Contact:

Title:

Name:

Address:

E-Mail Address:

Phone number:

Survey completed by:

Title:

Name:

Address:

Email Address:

Phone number:

1. Has your organization been audited within the past twelve months?

- [ ] No, not within the past twelve months
- [ ] Yes, by an outside audit firm
- [ ] Yes, by town/local auditors
- [ ] Yes, by a State of Georgia auditor
- [ ] Yes, by a federal auditor

2. What was the completion date of the most recent audit?

- [ ] Our organization has never been audited
- [ ] Completion date (MM/DD/YYY) _____

3. Did your organization have any findings?

- [ ] Our organization has never been audited
- [ ] Our organization's audit produced no findings
- [ ] Our organization's audit findings have been resolved
- [ ] Our organization has an active corrective action plan for our audit findings
- [ ] Our organization has not yet addressed our audit findings

4. Is your organization required to have a single audit conducted in accordance with the Single Audit Act (sub recipient expends $750,000 or more in federal assistance during its fiscal year)? If "No" skip questions 4a through 4d and go to Question 5.

- [ ] Yes
- [ ] No

4a. Has the A-133 single audit been submitted to primary pass through Party?

☐ Yes – provide date (MM/DD/YYYY) and to whom the audit was sent

☐ No

4b. Did the organization have significant audit findings from your last single audit regarding program non-compliance?

☐ Yes

☐ No

4d. If the single audit has not yet been conducted, when will this be completed? (MM/DD/YYYY)

☐

5. What type of accounting system do you use?

☐ Automated

☐ Manual

6. Does your organization have written policies and procedures for checks and balances of all fiscal transactions?

☐ Yes

☐ No

7. Does your organization maintain for inspection all the books, documents, payroll papers, accounting records and grant files pertaining to sub grant agreements and contracts for a period of three years after the close of the sub-grant?

☐ Yes

☐ No

8. Has your organization obtained a DUNS number?

☐ Yes. Please provide DUNS number ☐

☐ No

9. Has the DUNS number been registered with the System for Award Management (SAM) at https://www.sam.gov/portal/public/SAM/?

☐ Yes – provide expiration date (MM/DD/YYYY) ☐

☐ No – estimated date of completion (MM/DD/YYYY) ☐

EXHIBITS G – M

SHOULD BE MAINTAINED FOR REFERENCE AND

NOT RETURNED WITH THE EXECUTED AGREEMENT

The following forms marked with a watermark and are not to be used for reporting purposes. Please refer to GEMA/HS's website, or your Grant Manager, for the most up-to-date version of these forms. The web address is: http://gema.ga.gov/PlanPrepare/Pages/Grant-Forms-and-Resources.aspx

Exhibit G	Payment Request Form
Exhibit H	Quarterly Financial Status Report (FSR) Reporting Form
Exhibit I	Tangible Property Report
Exhibit J	Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of (OBO) Subrecipient
Exhibit K	U.S. Department of Homeland Security, Homeland Security Grant Program, Grant Agreement Number EMW-2017-SS-00015, Agreement Articles

EXHIBIT L

APPROVED BUDGET WORKSHEET(S)

Exhibit L Approved Budget Worksheet(s)

EXHIBIT M

CAN BE FOUND AT THE WEBSITE LISTED BELOW

Exhibit M United States Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) Fiscal Year 2017 Homeland Security Grant Program Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:

https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY_2017_HSGP_NOFO_20170601v2014_605.pdf

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
PAYMENT REQUEST FORM

For use with HSGP: State Homeland Security Program, Urban Area Security Intiative; Non-Profit Security Grant Program

Instructions: All requests for payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible. Attach documentation that supports this payment request, such as copies of bills of sale, invoices, receipts, and canceled checks evidencing proof of payment. Do not send originals. Attach a continuation sheet if necessary.

*** Please refer to your Budget Worksheet for information needed in the following section ***

FINAL: ☐ YES ☐ NO

Grant Number: _____ **GAN Number:** _____

Agency Name: _____ **Area:** _____

PAYMENT REQUEST NUMBER:	

Item Number From Budget Worksheet	Requested Item to be Reimbursed	Requested Quantity	Item Cost	Requested Cost	Description of Documentation
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
	SUBTOTALS (Continuation Sheet + Front Sheet)		$ -	$ -	
	TOTAL			$ -	
	NET AMOUNT REQUESTED				

SAMPLE COPY

Under penalty of perjury, I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreements, comply with procurement regulations contained within the Financial Guide, and that payment is due and has not been previously requested. I understand that any part of this payment request that is not supported by cost documents and/or expended within the scope of the approved project will be deobligated and returned to the State of Georgia within 30 days of receiving the deobligation notice.

_____ _____

Signature of Subrecipient's Authorized Representative Printed Name

_____

Contact Phone Number

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

QUARTERLY FINANCIAL STATUS REPORT (FSR) *

FINAL REPORT: ☐ Yes ☐ No

FISCAL YEAR	REPORTING PERIOD	GAN NUMBER	GEMA/HS GRANT NUMBER

APPLICANT (Agency/ Department)	COUNTY	AREA

ADDRESS:	CONTACT NAME:	CONTACT PHONE / ALTERNATE NO.

ITEM NO	ITEM DESCRIPTION	QUANTITY	COST EACH	TOTAL COST	AMOUNT OBLIGATED (A) (ORDERED-UNPAID)	AMOUNT EXPENDED (B)
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$		
				$ -		
				$ -		
	Total -- Includes Amounts from Page 2			$ -	$ -	$ -

SAMPLE COPY

****CERTIFICATION: Signature Required****

Under penalty of perjury, I certify that all expenses, listed on this report are in accordance with the Office of Management and Budgets "Uniform Guidance" (http://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html), Title 44 of the Code of Federal Regulations, Chapter 1 Part13 (http://www.gpoaccess.gov/cfr/index.html), and Homeland Security Grant Program guidance documents.

SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE

* OBLIGATIONS AND EXPENDITURES MUST BE REPORTED TO GEMA/HS ON A QUARTERLY BASIS THROUGH THE USE OF THE FSR.

PLEASE UPDATE INFORMATION IN SECTIONS (A) AND (B) ABOVE. NOTE: FUNDS ARE OBLIGATED (A) AT THE TIME THAT THE ORDER IS PLACED. FUNDS ARE EXPENDED (B) WHEN THE INVOICES ARE PAID.

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

TANGIBLE PROPERTY REPORT

Report All Equipment Expenses Greater Than $5,000

MUST BE SUBMITTED WITH FINAL REIMBURSEMENT REQUEST

Jurisdiction	Property Description	Acquisition Date	Unit Cost	Serial Number

SAMPLE COPY

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of (OBO) Subrecipient

Remit to: Georgia Emergency Management & Homeland Security Agency
Preparedness & Homeland Security Grants
Post Office Box 18055
Atlanta, Georgia 30316-0055

Customer/Agency Name: _____

GAN Number: _____

GEMA/HS Grant Number: _____

Date Invoice Created	Invoice Number	Order #	Vendor Description	Part #	Quantity	UOM	Part Description	Item #	Item Received

SAMPLE COPY

The subgrantee MUST properly receive and maintain documentation (i.e. packing slips, purchase orders) for all equipment, supplies, services, etc for all items listed on the Approved Budget Worksheet. Receipts or invoices with order and delivery dates are required for all equipment items. For all items received directly from the vendor and purchased by the state on behalf of your local jurisdiction, this Acknowledgement Form must be completed and submitted to GEMA/HS immediately upon receipt. If this form is not submitted to GEMA/HS, funds associated with the purchased equipment will be deobligated from your grant and reimbursed to the state.

_____ **SIGNATURE CONFIRMATION**

_____ **DATE**

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE:	Georgia Emergency Management Agency
PROGRAM:	Homeland Security Grant Program
AGREEMENT NUMBER:	EMW-2017-SS-00015-S01

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Article XL	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XLI	Duplication of Benefits
Article XLII	Drug-Free Workplace Regulations
Article XLIII	Civil Rights Act of 1968

Article I - Summary Description of Award

The purpose of the FY 2017 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $6,790,000 and Urban Area Security Initiative (UASI) funding in the amount of $8,430,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - Buy American and Hire American

All recipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 through 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

Article III - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article IV - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article V - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article VI - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article VII - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, U.S.C. Section 4712, 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article VIII - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article IX - USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article X - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions.

Article XI - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XII - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XIII - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Article XIV - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XV - SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XVI - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XVII - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVIII - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIX - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XXI - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101-12213).

Article XXII - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXIII - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXIV - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXV - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.
DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXVII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXVIII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXIX - Non-supplanting Requirement

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXI - National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create

and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXII - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

Article XXXIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXXIV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. section 2225.

Article XXXV - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XXXVI - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXVII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXVIII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXXIX - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XL - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XLI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XLII - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XLIII - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. section 100.201.)

BUDGET COST CATEGORIES

Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$15,220,000.00
Construction	$0.00
Indirect Charges	$0.00
Other	$0.00

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

(SHADED AREAS ARE FOR GEMA/HS USE ONLY)

DETAILED BUDGET WORKSHEET

FY2017 DHS HSGP, State Homeland Security Program (SHSP)

Law Enforcement Terrorism Prevention Award?	☐ Yes ☑ No			State on Behalf of Locals:	☐ Yes ☑ No		
GAN#:	EMW-2017-SS-00015-S01	Grant Number:	SHO17-026	Revision#:		Area:	1
DATE:	3/8/2017	SUBRECIPIENT NAME:	Gainesville Fire Department	FEID:	58-6000581	COUNTY:	Hall
CONTRACT CONTACT:		NAME/TITLE	Danny Dunagan	ADDRESS:	PO BOX 2496 GAINESVILLE, GA. 30503		
		PHONE:	770-535-6865	EMAIL:	ddunagan@gainesville.org		
PROGRAM CONTACT:		NAME/TITLE	Keith Smith	ADDRESS:	725 Pine Street Gainesville, Ga. 30501		
		PHONE:	770-534-3612	EMAIL:	ksmith@gainesville.org		

Specify the Investment Justification associated with the project to be funded. Choose one from the drop-down list below:

Investment Justification: 5. Sustain, Maintain, and Enhance Public Safety Response Teams Equipment

Specify Discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other. Choose one from the drop-down list below:

Discipline: Fire

COST ESTIMATE

ITEM	CATEGORY	ITEM	AEL #	QUANTITY	UNIT PRICE	TOTAL COST
001	TRG	TRAINING AIDS	03SR-04-DOGS	1	$ 300.00	$ 300.00
002	PPE	PPE- (SHIRTS, PANTS, ETC.)	01UT-01-GARM	1	$ 900.00	$ 900.00
003	A&P	LEASHES, COLLARS AND VESTS	03SR-04-DOGS	1	$ 300.00	$ 300.00
004	PPE	CRATES, PADS, FLOORING	03SR-04-DOGS	1	$ 500.00	$ 500.00
005	PPE	CANOPY, MISTING FAN, TABLES AND CHAIRS	03SR-04-DOGS	1	$ 700.00	$ 700.00
006	TRG	TRAINING		1	$ 800.00	$ 800.00
007						$ -
008						$ -
009						$ -
010						$ -
011						$ -
012						$ -
013						$ -
014						$ -
015						$ -
016						$ -
017						$ -
018						$ -
019						$ -
020						$ -
		GEMA/HS Program Manager: RONNIE REGISTER	Program: GSAR K9		TOTAL	$ 3,500.00
		Prepared By: Keith Smith	Title: Division Chief			

Category - The above chart must indicate a category with each line. Choose one from the drop-down list.

1. Personal Protective Equipment (PPE)
2. EOD
3. CBRNE Operational & Search & Rescue (SAR)
4. Information Technology (IT)
5. Cyber Security (CS)
6. Interoperable Communications (Inter. Ops.)
7. Detection (DET)
8. Decontamination (DECON)
9. Medical (MED)
10. Power (POW)
11. CBRNE Reference Materials (REF)
12. CBRNE Response Vehicles (VEH)
13. Terrorism Prevention (TP)
14. Physical Security (PS)
15. Inspection and Screening (IS)
16. Animal and Plants (A&P)
17. Watercraft (WC)
18. Aviation (AIR)
19. CBRNE Logistical Support (LS)
20. Intervention (INT)
21. Other Authorized (O)
22. Training (TRG)
23. Exercise (EX)
24. Planning (PLG)
25. Citizen Corps (CCP)

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 10/18/2017

Presenter: Jerome Yarbrough

Item of Business: Resolution: Hall County Mitigation Plan Update 2016-2021

Meeting Date: 11/2/2017

Purpose of Request:
Hall County and its municipalities recognize that it is threatened by a number of different types of natural and man-made hazards that can result in loss of life, property loss, economic hardship and threats to public health and safety.

History/Background:
The Hazard Mitigation Plan is a community plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing/implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety and welfare of the residents in the community.

Facts & Issues for Consideration:
The Federal Emergency Management Agency (FEMA) requires every county/municipality have a pre-disaster mitigation plan in place and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program.

Department Recommendation:
The Hall County Hazard Mitigation Plan Update 2016 - 2021 has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and it is the recommendation of the Gainesville Fire Department that the City of Gainesville sign the Hall County Mitigation Plan Update 2016-2021 Resolution and rescind the resolution BR-2011-17.

Department Director:
Jerome Yarbrough

If funding is involved, are funds approved within the current budget?
N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Hall County Mitigation Plan Update 2016-2021	Resolution
Mitigation Plan 2016-2021 Signature Page	Contract/Agreement/MOU
Hall County Mitigation Plan Update 2016-2021	Backup Material
Hall County Signed Resolution	Resolution

RESOLUTION BR-2017 - ___

Hall County Hazard Mitigation Plan Update 2016-2021

WHEREAS, Hall County and its municipalities recognize that it is threatened by a number of different types of natural and man-made hazards that can result in loss of life, property loss, economic hardship and threats to public health and safety; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has required that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program; and

WHEREAS, a Hazard Mitigation Plan is a community's plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing and implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety and welfare of the residents in the community; and

WHEREAS, the Hall County Hazard Mitigation Plan Update 2016 - 2021 has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and

WHEREAS, the Plan will be updated every five years.

WHEREAS, it is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range mitigation planning and budgeting for Hall County and its municipalities.

NOW THEREFORE BE IT RESOLVED THAT the governing body for the City of Gainesville is in support of and hereby adopts the attached Hall County Hazard Mitigation Plan Update 2016 – 2021 and authorizes the Mayor to sign the Plan Update resolution document.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby rescinds Business Resolution 2011-07.

Adopted this _____ day of _____, 2017.

_____

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____

Denise O. Jordan, City Clerk

Resolution – Hall County

WHEREAS, Hall County and its municipalities recognize that it is threatened by a number of different types of natural and man-made hazards that can result in loss of life, property loss, economic hardship and threats to public health and safety; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has required that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program; and

WHEREAS, a Hazard Mitigation Plan is a community's plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing and implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety and welfare of the residents in the community; and

WHEREAS, the Hall County Hazard Mitigation Plan Update 2016 - 2021 has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and

WHEREAS, the Plan will be updated every five years;

NOW, THEREFORE, BE IT *RESOLVED*, by the Board of Commissioners of Hall County, Georgia and the Mayors and Councils of the City of Gainesville, City of Braselton, City of Flowery Branch, City of Lula, City of Oakwood, City of Buford, Town of Gillsville, Town of Clermont, each meeting in respective session, that:

1) Hall County, Georgia, the City of Gainesville, City of Braselton, City of Flowery Branch, City of Lula, City of Oakwood, City of Buford, Town of Gillsville and Town of Clermont have adopted the Hall County Hazard Mitigation Plan Update 2016 - 2021; and
2) It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range mitigation planning and budgeting for Hall County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Hall County Board of Commissioners in regular session this _____ day of _____, 2017.

_____ _____

Chairperson County Manager

Resolution – Hall County Municipalities

Requirement §201.6(c)(5)

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of Gainesville in regular session this _____ day of _____, 2017.

_____ _____

Mayor City Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of Flowery Branch in regular session this _____ day of _____, 2017.

_____ _____

Mayor City Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of Lula in regular session this _____ day of _____, 2017.

_____ _____

Mayor City Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of Braselton in regular session this _____ day of _____, 2017.

_____ _____

Mayor City Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of Buford in regular session this _____ day of _____, 2017.

_____ _____

Mayor City Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of Oakwood in regular session this _____ day of _____, 2017.

_____ _____

Mayor Town Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and Town Council of Clermont in regular session this _____ day of _____, 2017.

_____ _____

Mayor Town Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and Town Council of Gillsville in regular session this _____ day of _____, 2017.

_____ _____

Mayor Town Clerk

HALL COUNTY HAZARD MITIGATION PLAN UPDATE 2016 - 2021

Hall County Emergency Management Agency

Lux Mitigation and Planning Corp.

Hall County, Georgia
Hazard Mitigation Plan Update
2016 – 2021

Prepared for the Hall County Board of Commissioners

2875 Browns Bridge Road

Gainesville, Georgia 30504

770.535.8288

www.hallcounty.org

Hall County's
Hazard Mitigation Plan Update 2016

This document was funded in part by the Hazard Mitigation Planning Grant awarded to the Hall County Emergency Management Agency by the Georgia Emergency Management Agency to fulfill the requirements of the Federal Disaster Mitigation Act of 2000. Hall County Hazard Mitigation Plan 2010 was updated by the Hall County Hazard Mitigation Plan Update Committee. For additional information, please contact Hall County Emergency Management & Homeland Security.

Director David Kimbrell
Hall County Emergency Management & Homeland Security
470 Crescent Drive
Gainesville, Georgia 30501
dkimbrell@hallcounty.org
770.531.6838

Resolution – Hall County

WHEREAS, Hall County and its municipalities recognize that it is threatened by a number of different types of natural and man-made hazards that can result in loss of life, property loss, economic hardship and threats to public health and safety; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has required that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program; and

WHEREAS, a Hazard Mitigation Plan is a community's plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing and implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety and welfare of the residents in the community; and

WHEREAS, the Hall County Hazard Mitigation Plan Update 2016 - 2021 has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and

WHEREAS, the Plan will be updated every five years;

NOW, THEREFORE, BE IT *RESOLVED*, by the Board of Commissioners of Hall County, Georgia and the Mayors and Councils of the City of Gainesville, City of Braselton, City of Flowery Branch, City of Lula, City of Oakwood, City of Buford, Town of Gillsville, Town of Clermont, each meeting in respective session, that:

1) Hall County, Georgia, the City of Gainesville, City of Braselton, City of Flowery Branch, City of Lula, City of Oakwood, City of Buford, Town of Gillsville and Town of Clermont have adopted the Hall County Hazard Mitigation Plan Update 2016 - 2021; and
2) It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range mitigation planning and budgeting for Hall County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Hall County Board of Commissioners in regular session this _____ day of _____, 2017.

_____ _____

Chairperson County Manager

Resolution – Hall County Municipalities

Requirement §201.6(c)(5)

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of Gainesville in regular session this _____ day of _____, 2017.

_____ _____

Mayor City Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of Flowery Branch in regular session this _____ day of _____, 2017.

_____ _____

Mayor City Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of Lula in regular session this _____ day of _____, 2017.

_____ _____

Mayor City Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of Braselton in regular session this _____ day of _____, 2017.

_____ _____

Mayor City Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of Buford in regular session this _____ day of _____, 2017.

_____ _____

Mayor City Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of Oakwood in regular session this _____ day of _____, 2017.

_____ _____

Mayor Town Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and Town Council of Clermont in regular session this _____ day of _____, 2017.

_____ _____

Mayor Town Clerk

PASSED, APPROVED AND ADOPTED by the Mayor and Town Council of Gillsville in regular session this _____ day of _____, 2017.

_____ _____

Mayor Town Clerk

Preface

Mitigation Vision for the Future

Emergency Managers succeed and fail by how well they follow the following fundamental principles of emergency management, mitigation, preparedness, response and recovery. Purposefully, our emergency management forefathers put the word mitigation first as a "means" to prevent or minimize the effects of disasters.

Mitigation is commonly defined as sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects. Hazard mitigation focuses attention and resources on community policies and actions that will produce successive benefits over time. A mitigation plan states the aspirations and specific courses of action that a community intends to follow to reduce vulnerability and exposure to future hazard events. These plans are formulated through a systematic process centered on the participation of citizens, businesses, public officials, and other community stakeholders.

Mitigation forms, or should form, the very foundation of every emergency management agency. For the prevention of disasters in communities, emergency management agencies that adopt mitigation practices in an effort to reduce, minimize, or eliminate hazards in their community have found, the vision for the future of emergency management. The Federal Disaster Mitigation Act of 2000 has set the benchmark and outlines the criteria for communities with the vision to implement hazard mitigation practices in their communities.

Hall County and its municipalities realize the benefits achieved by the development and implementation of mitigation plans and strategies in our community. Hall County's elected officials, public safety organizations, planners, and many others have proven that by working together towards the development and implementation of this plan, have the vision to implement mitigation practices therefore reducing the loss of life and property in their communities.

The areas covered by this plan include:
Hall County
City of Gainesville
City of Braselton
City of Flowery Branch
City of Oakwood
City of Lula
City of Buford
Town of Clermont
Town of Gillsville

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CHAPTER ONE
-
INTRODUCTION

Summary of Updates for Chapter One

The following table provides a description of each section of this chapter, and a summary of the changes that have been made to the Hall County Hazard Mitigation Plan 2010.

Chapter 1 Section	Update
Introduction	• Identification of Mitigation Goals
Authority	• New Section – Not in 2010 Mitigation Plan
Funding	• New Section – Not in 2010 Mitigation Plan
Scope	• New Section – Not in 2010 Mitigation Plan
Purpose	• Updated from 2010 Mitigation plan
Consistency with Federal Guidelines	• New Section – Not in 2010 Mitigation Plan
Plan Review	• New Section – Not in 2010 Mitigation Plan
Hazard Mitigation Plan Update Committee	• Updated committee list to match the 2016 planning participants
Public Participation	• New Section – Not in 2010 Mitigation Plan
Multi-Jurisdictional Considerations	• Updated with requirement descriptions
Incorporation of Existing Plans, Studies, and Resources	• Updated with new plan, study, and resource incorporations • Moved from Execution Chapter to Introductory Chapter

Introduction

The Hall County Hazard Mitigation Plan Update is the first phase of a multi-hazard mitigation strategy for the entire community. This Plan encourages cooperation among various organizations and crosses political sub-divisions. As written, this Plan fulfills the requirements of the Federal Disaster Mitigation Act of 2000. The Federal Disaster Mitigation Act of 2000 provides federal assistance to state and local emergency management agencies and other disaster response organizations in an effort to reduce damage from disasters. The Act is administered by the Georgia Emergency Management Agency (GEMA) and the Federal Emergency Management Agency (FEMA).

It is important that State and local government, public-private partnerships, and community citizens can see the results of these mitigation efforts; therefore, the goals and strategies need to be achievable. The Hall County Hazard Mitigation Plan Update Committee identified the following goals during plan development:

GOAL 1 Protect the public health and safety

GOAL 2 Reduce and eliminate (to the extent possible) community exposure to natural and manmade hazard events

GOAL 3 Reduce loss and damage to private property and public infrastructure resulting from natural or manmade hazards

GOAL 4 Maintain continuity of public and private sector operations during and after hazard events

GOAL 5 Respond promptly, appropriately, and efficiently in the event of natural or manmade hazards

This plan complies with all requirements and scope of work as described in Hall County's Hazard Mitigation Grant application.

Authority

In the past, federal legislation has provided funding for disaster relief, recovery, and some hazard mitigation planning. The Disaster Mitigation Act of 2000 is the latest legislation to improve the planning aspect of that process. The Act reinforces the importance of mitigation planning and emphasizes planning for disasters before they occur. The Act establishes a pre-disaster hazard mitigation program and designates new requirements for the national post-disaster Hazard Mitigation Grant Program (HMPG). Section 322 of the Act identifies the new requirements for planning activities and increases the amount of HMPG funds available to states that have developed a comprehensive mitigation plan prior to the disaster.

State and local communities must have an approved mitigation plan in place prior to receiving post-disaster HMGP funds. Local mitigation plans must demonstrate that their proposed mitigation measures are based on a sound planning process that accounts for the risk to and the capabilities of the individual communities. To implement the new DMA 2000 requirements, the Federal Emergency Management Agency (FEMA) prepared an Interim Final Rule, published in the Federal Register on February 26, 2002 at 44 CFR Parts 201 and 206, which establishes planning and funding criteria for states and local communities.

Developed in accordance with current State and Federal rules and regulations governing local hazard mitigation plans, Hall County's Updated Hazard Mitigation Plan will be brought forth to each participating jurisdiction in Hall County to be formally adopted. The Plan shall be routinely monitored and revised to maintain compliance with the following provisions, rules, and legislation:

Section 322, Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as enacted by Section 104 of the Disaster Mitigation Act of 2000 (P.L. 106-390); and

FEMA's Interim Final Rule published in the Federal Register on February 26, 2002, at 44 CFR Part 201.

Scope

The scope of the Hall County Hazard Mitigation Plan Update encompasses all areas of Hall County, including all of its municipalities. The Plan identifies all natural and technological hazards that could threaten life and property in Hall County. The scope of this Plan includes both short and long-term mitigation strategies with implementation and possible sources of project funding.

The Hazard Mitigation Plan Update is organized to incorporate the requirements of Interim Final Rule 44 CFR 201.4.

Chapter One includes an overview of the Hazard Mitigation Plan Update, the overall goals of the plan, and details of the planning process as required by Interim Final Rule 44 CFR 201.4(c)(1).

Chapter Two of the Plan details the Hall County profile, including the demographics, municipalities, and history of Hall County.

Chapter Three identifies the risk assessment process, past natural hazard events with associated losses, and current natural hazard risks. Potential losses are also analyzed as required by Interim Final Rule 44 CFFR 201.4(c)(2). Additionally, Chapter Three identifies and analyzes potential technological hazards faced by Hall County.

Chapter Four identifies Hall County's hazard mitigation goals and objectives, mitigation strategies and actions, and sources of potential funding for mitigation projects as required by Interim Final Rule 44 CFR 201.4(c)(3).

Chapter Five identifies the plan maintenance and implementation strategies. The process for evaluation of the hazard mitigation plan implementation progress is also detailed as required by Interim Final Rule 44 CFR 201.4(c)(4) and (5).

Purpose

The purpose of the Hall County Hazard Mitigation Plan Update is to:

- Protect life, promote safety and preserve property by reducing the potential for future damages and economic losses that result from natural and technological hazards;
- Make communities in Hall County safer places to live, work, and play;
- Qualify for grant funding in both the pre-disaster and post-disaster environments;
- Speed recovery and redevelopment following future disaster events;
- Demonstrate a firm local commitment to hazard mitigation principles; and
- Comply with state and federal legislative requirements for local multi-jurisdictional hazard mitigation plans.

Consistency with Federal and State Mitigation Policies

The Plan is intended to enhance and complement state and federal recommendations for the mitigation of natural and technological hazards in the following ways:

- Substantially reduce the risk of life, injuries and hardship from the destruction of natural and technological disasters on an ongoing basis;
- Create a greater awareness to the public about the need for individual preparedness and about building safer, more disaster resistant communities;
- Develop strategies for long-term community sustainability during community disasters; and,
- Develop governmental and business continuity plans that will continue essential private sector and governmental activities during disasters.

The Federal Emergency Management Agency publishes many guidance documents for local governments for mitigating natural disasters. The updated Hall County Hazard Mitigation Plan fully recognizes, adopts, incorporates and endorses the following principles:

- Develop a strategic mitigation plan for Hall County;
- Enforce current building codes;
- Develop incentives to promote mitigation;
- Incorporate mitigation of natural hazards into land use plans;
- Promote awareness of mitigation opportunities and programs throughout our community on a continual basis; and,
- Identify potential funding sources for mitigation projects.

The private sector is often an overlooked segment of the community during disasters. It is vital that this sector of a community is included in mitigation efforts that are consistent with state and federal recommendations, such as the following:

- Develop mitigation incentives with insurance agencies and lending institutions;
- Encourage the creation of a business continuity plan for the continuance of commerce during disasters; and,
- Partner with businesses in an effort to communicate with customers about the hazards in our community and possible solutions.

Individual citizens must be made aware of the hazards they may encounter. Additionally, they must be educated on how to protect themselves from the hazards they face. They must be shown that mitigation in their community is an important part of reducing loss of life and property in their community. Their support is critical to the success of any mitigation effort. The updated Hall County Hazard Mitigation Plan supports the following FEMA recommendations regarding individual citizens:

- Become educated on the hazards that you and your community may encounter;
- Become part of the process by supporting and encouraging mitigation programs that reduce vulnerability to disasters; and,
- An individual's responsibility is to safeguard his/her family, as well as themselves, prior to a disaster event.

Plan Review

Requirement §201.6(c)(1)

Hall County Emergency Management & Homeland Security had the primary responsibility for collecting updated information and presenting data to the committee. The approved 2010 Hazard Mitigation Plan was provided to each member of the Hazard Mitigation Plan Update Committee. Each chapter was reviewed with updated hazard, risk and vulnerability data; updated critical infrastructure information; and revised mitigation strategies based upon whether the strategy was completed, needed to be modified, is an ongoing strategy, or no longer applies. Irregularly attending participants were kept informed with emails containing the updated version of the plan.

Hall County Hazard Mitigation Plan Update Meeting Dates:

Each section of Hall County's 2010 Hazard Mitigation Plan has been revised in some manner. Therefore, a summary of those changes will be listed in the first section of each chapter. Major plan changes include the following:

Hazard Mitigation Plan Update Committee

Requirement §201.6(b)(2)

The following members, representing various jurisdictions, city and county departments, and community organizations and businesses, participated in the update of Hall County's 2010 Hazard Mitigation Plan.

Hall County Hazard Mitigation Plan Update Committee

Hall County convened the Hazard Mitigation Plan Update Committee comprised of representatives from various participating jurisdictions. Efforts were made to involve municipal, city, and county departments and community organizations, which might have a role in the implementation of the mitigation actions or policies. These efforts included invitations to attend meetings, e-mail updates, and opportunities for input and comment on all draft deliverables.

In addition to the Hall County Hazard Mitigation Plan Update Committee, all surrounding counties – Dawson, Banks, Barrow, Gwinnett, Jackson, Forsyth, Lumpkin, Habersham, and White – will be provided a copy of this FEMA approved plan for their review. This plan will be provided to each County EMA office.

Public Participation

Requirement §201.6(b)(1)
State Requirement Element F2

As citizens become more involved in decisions that affect their safety, they are more likely to gain a greater appreciation of the natural hazards present in their community and take the steps necessary to reduce their impact. Public awareness is a key component of any community's overall mitigation strategy aimed at making a home, neighborhood, school, business, or city safer from the potential effects of natural hazards.

Participation from local organizations and businesses during the update process included:

The Hall County Hazard Mitigation Plan Update Committee took it upon themselves to ensure the processes undertaken for the development, implementation, and maintenance of the Hall County Hazard Mitigation Plan Update adequately considered public needs and viewpoints.

A list of public outreach initiatives can be found below:

-

Documentation of Public Meeting Notice

Multi-Jurisdictional Considerations

While cities are not required by FEMA to adopt hazard mitigation plans, the Federal Disaster Mitigation Act of 2000 requires all municipalities that wish to be eligible to receive FEMA hazard mitigation grants to adopt a local multi-hazard mitigation plan and to update the plan every five years. Hall County's Hazard Mitigation Plan was approved by FEMA in 2013, and the 2017 Plan Update provides the first five-year update. This approved Hazard Mitigation Plan makes Hall County and its municipalities eligible for FEMA's Hazard Mitigation Grant Program, Flood Assistance Mitigation Grants, and Pre-Disaster Mitigation Grants.

As set forth by Georgia House Bill 489, the Emergency Management Agency is the implementing agency for projects pertaining to hazard mitigation. Hall County is dedicated to work in the best interests of the County, as well as, the Cities of Gainesville, Braselton, Buford, Flowery Branch, Lula, and Oakwood and the Town of Clermont. During the creation and update of this Plan, Hall County Emergency Management Agency solicited and received participation from the following Hall County municipalities: Gainesville, Braselton, Buford, Flowery Branch, Lula, Oakwood, Gillsville, and Clermont. Therefore, the result is a truly multi-jurisdictional plan. A few mitigation action steps identified in this plan update may apply to selected jurisdictions. These steps are identified in the appropriate sections. Unless specifically noted otherwise, most steps apply equally to all jurisdictions.

Incorporation of Existing Plans, Studies, and Resources

Requirement §201.6(b)(3)

State Requirement Element F3

Existing Plans

2010 Hall County Pre-Disaster Hazard Mitigation Plan
2014 State of Georgia Hazard Mitigation Plan
Hall County Local Emergency Operations Plan
Georgia Forestry Commission's Hall Co. Community Wildfire Protection Plan
2005-2025 Hall County Joint Comprehensive Plan

Studies

2012 United States Department of Agriculture Ag Census
2010 United States Census
2009 Hall County Flood Insurance Study
Radeloff, V. C., R. B. Hammer, S. I Stewart, J. S. Fried, S. S. Holcomb, and J. F. McKeefry. 2005. The Wildland Urban Interface in the United States. Ecological Applications 15:799-805.

Resources

2014 City of Boston Natural Hazard Mitigation Plan Update
2010 Camden County Joint Hazard Mitigation Plan Update
2010 Northern Virginia Hazard Mitigation Plan Update
National Climactic Data Center
National Weather Service
Hall County Tax Assessor's Data
Hall County Website – www.Hallcounty.org
GMIS Database
City University of New York
Colorado State University
United States Geological Survey
FEMA Flood Insurance Rate Maps
National Flood Insurance Program
United States Coast Guard National Response Center Data
Georgia Department of Transportation
Georgia Safe Dams Program

Application of Existing Plans and Studies

Existing Planning Mechanism	Reviewed? Yes/No	Incorporation Into Mitigation Plan
2010 Hall County Hazard Mitigation Plan	Yes	Baseline for the 2016 Plan; updated mitigation strategies; updated hazards; updated Hall County information
2014 State of Georgia Hazard Mitigation Plan	Yes	Hazard descriptions; potential hazards; mapping mechanisms; potential mitigation strategies that could be adopted on a local level
Hall County Local Emergency Operations Plan (LEOP)	Yes	Identification of current resources; identification of current capabilities
Georgia Forestry's Hall County Community Wildfire Protection Plan (CWPP)	Yes	Mitigation strategies for wildfire and drought; historical data
2012 USDA Agriculture Census	Yes	Agricultural data regarding potential losses for drought and wildfire
2010 United State Census	Yes	To update Hall County's profile information
2009 Hall County Flood Insurance Study	Yes	Identify potential flood prone areas; prioritization of flood-related mitigation strategies
2005-2025 Hall County Comprehensive Plan	Yes	To identify future development trends; identify mitigation strategies to curb trends in a direction that considers the hazards of the area
Hall County Flood Mitigation Assistance Plan	No	No such plan exists

CHAPTER TWO
–
HALL COUNTY PROFILE

Summary of Updates for Chapter Two

The following table provides a description of each section of this chapter, and a summary of the changes that have been made to the Hall County Hazard Mitigation Plan 2010.

Chapter 2 Section	Updates
Past Hazards	• New Section – Not in 2010 Mitigation Plan. This information involved a review of the hazards listed in the previous plan. • Information was updated for the last 50 years
History	• Expanded and updated from previous plan
Past Events	• New Section – Not in 2010 Mitigation Plan. Some of these events were listed in the hazard profiles in the previous plan.
Demographics	• Updated data to the 2010 Census information and 2015 US Census estimations
Economy	• New Section – Not in 2010 Mitigation Plan
Government	• New Section – Not in 2010 Mitigation Plan
Municipalities	• New Section – Not in 2010 Mitigation Plan
Transportation	• New Section – Not in 2010 Mitigation Plan
Climate	• New Section – Not in 2010 Mitigation Plan
Utilities	• New Section – Not in 2010 Mitigation Plan
NFIP Compliance	• New Section – Not in 2010 Mitigation Plan as a standalone section

Past Hazards

Hall County has faced many hazards in its long history. Severe Thunderstorms have been, perhaps, the most prevalent of these hazards. In the last 50 years, Hall County has been subjected to 214 documented Severe Thunderstorm events. These events include torrential rainfall, hail, thunderstorm-force winds, and lightning.

Tornadoes, which can sometimes spawn from severe thunderstorms, have also occurred in Hall County, although with much less frequency. There have been 16 documented tornadoes in the last fifty years in Hall County.

Because of heavy rainfall either within or upstream from Hall County, flooding has occurred in the past as well. Documentation of 14 flooding events exist within the National Climactic Data Center of the National Weather Service for Hall County.

Winter storms and heavy snowfall have affected Hall County infrequently in the last 50 years. These events are not a yearly occurrence and typically do not have the pre-planning in place when compared to Northern and Western states who see this type of weather phenomena regularly. The NCDC record 42 documented winter storm or heavy snow events for Hall County with 9 of those having occurred in the last 5 years.

Hall County has been plagued by other less severe or less frequent hazards in the past. These hazards include, but are not limited to, the following: drought, excessive heat, tropical cyclones, earthquakes, and wildfires.

History

Hall County, in northeast Georgia, was created in 1818 from Indian lands and named for Lyman Hall, signer of the Declaration of Independence and Georgia's governor from 1783 to 1784. Hall was the forty-fifth Georgia county to be created. Its seat of government, Gainesville, was incorporated in 1821.

Early settlers were largely Scots-Irish, English, and German stock from the Carolinas and Virginia, chiefly Baptists, Methodists, and Presbyterians. Few African Americans lived in this area of small farms. The discovery of gold north of Hall in 1828 attracted thousands of newcomers to the area. The passing of the gold rush in the 1830s saw the return to the small-farm grain and livestock agricultural economy.

Though distant from the combat of the Civil War (1861-65), Hall County inhabitants provided nine companies of men to the Southern cause. Hall's greatest Civil War connection, however, is a postwar resident, General James Longstreet, who moved to Gainesville in 1875 as postmaster and hotel operator, anticipating that the town would become the southeastern railroad hub. Longstreet purchased the forty-room Piedmont Hotel and 115 acres just outside the town, where he raised poultry and planted vineyards.

Railroads came to Hall County in 1871, leading to the creation of a local textile industry by the turn of the century. Three large mills dominated nonagricultural employment in the county between the 1920s and midcentury. After the destructive Gainesville tornado of 1936 and with the advent of World War II (1941-45), Hall County, especially Gainesville, became the location for the rise of the state's poultry industry. The Hall County seed-and-feed store operator Jesse Jewell was the father of large-scale growing and processing and an innovator in the frozen-chicken market. Poultry supplanted textiles as the leading industry in the area, and today Georgia claims the title "Poultry Capital of the World." Several major poultry producers, including Gress Foods, King's Delight, Mar-Jac Poultry, and Pilgrim's Pride are located in the county.

The damming of the Chattahoochee River in the 1950s, flooding 38,000 acres, created Lake Lanier, which brings 10 million visitors each year to the area. Twenty-first-century Hall County is largely the product of Lake Lanier's influence.

According to the 2010 U.S. census, the population is 179,684, an increase from the 2000 population of 139,277. In addition to Gainesville, other incorporated towns are Clermont, Flowery Branch, Oakwood, and parts of Braselton, Gillsville, and Lula.

Booming, service-centered Oakwood, on I-985, is the gateway on the busy pathway to Road Atlanta and Chateau Elan. Just south of Oakwood is Flowery Branch, home to a $20 million corporate and training complex of the professional football team the Atlanta Falcons. Lula, in the more mountainous northeastern part of Hall, is a heritage-minded community whose annual Railroad Days each spring are well attended. Another attraction is the fall festival of Mule Camp, named for Mule Camp Springs, where early travelers and traders gathered at a natural spring just south of Gainesville's city square to water their stock.

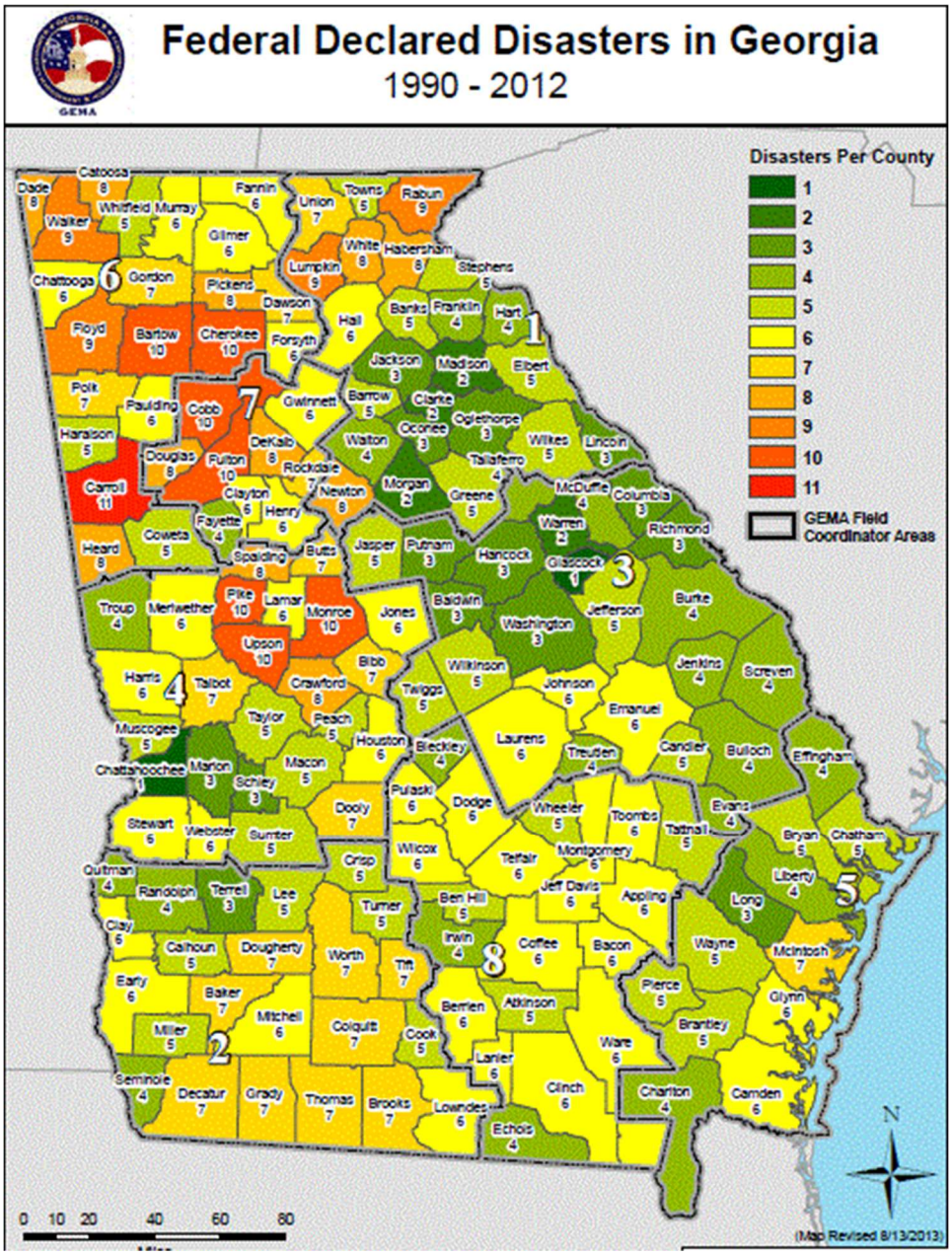
Gillsville is a pottery center, harking back to the clay artists of the county's earliest days. Settled by the Gills family, Gillsville was first called Stones Throw by railroaders who were describing its short distance from Maysville, a town that today straddles the Banks and Jackson county line. Also to the northeast, Clermont (originally named Dip) was established in 1913 as an early tourist and trade center.

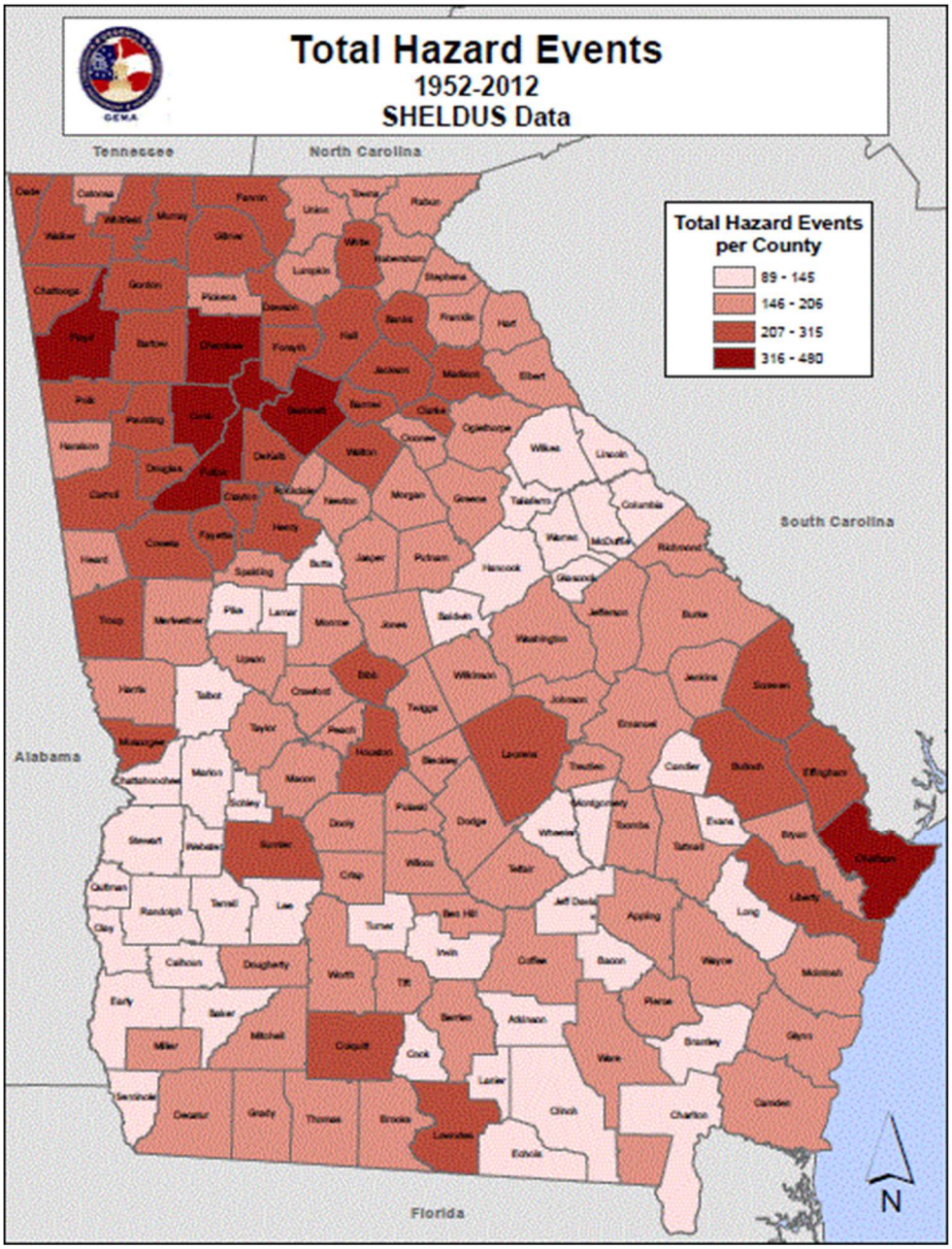
Hall County's Hispanics account for the most dramatic growth segment of the population. Employment, chiefly in poultry processing but also in construction and, more recently, commercial and professional occupations, continues to attract this significant immigrant influx. Spanish-language media and an impressive Hispanic culture infrastructure continue to grow as old-line churches, businesses, and services make progress in the transition to bilingual communications.

Hall County is northeast Georgia's center for banking, industry, health care, and culture. Public education is well served in the Gainesville and Hall County systems, and private education grows apace. Brenau University (including the Women's College), Riverside Military Academy, University of North Georgia—Gainesville Campus, and Lanier Technical College provide excellent preparatory and postsecondary educational options. More than twenty arts-related organizations, most based in Gainesville, provide a wide array of cultural opportunities.

Past Events

- 2016, Thunderstorm Event
- 2014, Snow Storm
- 2013, Flash Flood
- 2013, Tornado (EF1)
- 2011, Thunderstorm Event
- 2008, Thunderstorm Event
- 2008, Tornado (EF1)
- 2007, Thunderstorm Event
- 2005, Ice Storm
- 2005, Winter Storm
- 2001, Flash Flood
- 2000, Tornado (F1)
- 2000, Ice Storm
- 1998, Tornado (F3)
- 1996, Tornado (F1)
- 1994, Thunderstorm Event
- 1994, Tornado (F1)
- 1993, Winter Storm
- 1993, Tornado (F1)
- 1989, Tornado (F1)
- 1989, Tornado (F2)
- 1980, Tornado (F1)
- 1974, Tornado (F1)
- 1973, Tornado (F3)


Federal Declared Disasters in Georgia
1990 - 2012
GEMA
Disasters Per County
1
2
3
4
5
6
7
8
9
10
11
GEMA Field Coordinator Areas
Dade 8
Catoosa 8
Walker 9
Whitfield 5
Murray 6
Fannin 6
Union 7
Towns 5
Rabun 9
Gilmer 6
White 8
Habersham 8
Stephens 5
Chattooga 6
Gordon 7
Pickens 8
Lumpkin 9
Dawson 7
Banks 5
Franklin 4
Hart 4
Floyd 9
Bartow 10
Cherokee 10
Forsyth 6
Hall 6
Jackson 3
Madison 2
Elbert 5
Polk 7
Paulding 6
Cobb 10
Gwinnett 6
Barrow 5
Clarke 2
Oglethorpe 3
Oconee 3
Haralson 5
Douglas 8
Fulton 10
DeKalb 8
Rockdale 7
Walton 4
Wilkes 5
Lincoln 3
Tallaferro 4
Carroll 11
Clayton 6
Henry 6
Newton 8
Morgan 2
Greene 5
McDuffie 4
Columbia 3
Fayette 4
Coweta 5
Warren 2
Richmond 3
Heard 8
Spalding 8
Butts 7
Jasper 5
Putnam 3
Hancock 3
Glascock 1
Troup 4
Meriwether 6
Pike 10
Lamar 6
Monroe 10
Jones 6
Baldwin 3
Washington 3
Jefferson 5
Burke 4
Upson 10
Bibb 7
Wilkinson 5
Jenkins 4
Screven 4
Harris 6
Talbot 7
Crawford 8
Twiggs 5
Johnson 6
Emanuel 6
Taylor 5
Peach 5
Muscogee 5
Houston 6
Bleckley 4
Laurens 6
Treutlen 4
Candler 5
Bulloch 4
Effingham 4
Chattahoochee 1
Marion 3
Macon 5
Schley 3
Pulaski 6
Dodge 6
Wheeler 5
Toombs 6
Tattnall 5
Evans 4
Bryan 5
Chatham 5
Stewart 6
Webster 6
Sumter 5
Dooly 7
Wilcox 6
Montgomery 6
Telfair 6
Liberty 4
Quitman 4
Randolph 4
Terrell 3
Lee 5
Crisp 5
Jeff Davis 6
Appling 6
Long 3
Clay 6
Turner 5
Ben Hill 5
Irwin 4
Coffee 6
Bacon 6
Wayne 5
McIntosh 7
Calhoun 5
Dougherty 7
Worth 7
Tift 7
Early 6
Baker 7
Berrien 6
Atkinson 5
Pierce 5
Glynn 6
Miller 5
Mitchell 6
Colquitt 7
Cook 5
Brantley 5
Ware 6
Lanier 6
Seminole 4
Decatur 7
Grady 7
Thomas 7
Brooks 7
Lowndes 6
Clinch 6
Charlton 4
Camden 6
Echols 4
N
0 10 20 40 60 80
(Map Revised 8/13/2013)


Total Hazard Events
1952-2012
SHELDUS Data
GEMA
Tennessee
North Carolina
South Carolina
Alabama
Florida
Total Hazard Events per County
89 - 145
146 - 206
207 - 315
316 - 480
N

Demographics

	2000 Census	2010 Census	2015 Estimation
Population	139,277	179,684	187,916
White	80.8%	74.1%	84.3%
African-American	7.3%	7.4%	8.2%
Hispanic/Latino	19.6%	26.1%	27.1%
Asian	1.3%	1.8%	2.1%
American Indian	0.3%	0.5%	0.8%
Two or More Races	1.4%	2.2%	1.2%
Median Age	32.2	34.5	35.6
Median Household Income	$44,908	$51,202	----
Person Below Poverty Line	12.4%	18.4%	----
Homeowners	71.1%	69.3%	----

	2000 Census	2010 Census	2015 Estimation
Gainesville	25,578	33,804	37,115
Braselton	1,206	7,511	8,074
Flowery Branch	1,806	5,679	6,216
Lula	1,438	2,758	2,793
Oakwood	2,689	3,970	4,123
Clermont	419	875	1,060
Buford	10,668	12,225	13,244
Gillsville	195	235	287

Economy

Hall County's economy is primarily agricultural with some light industry. Hall County's cost of living is 4.2% below the national average. The unemployment rate in Hall County is 4.2%, which is below the State average of 5.2% and the National average of 4.8%. Hall County has a median household income of $51,202, which is slightly below the national average of $51,914. Recent economic problems in Georgia and nationwide have affected these figures.

The ten largest private employers in Hall County are:

Company	Product/Service
Cottrell, Inc.	Auto Transport Manufacturing
Fieldale Further Processing	Food Processing
Kubota Manufacturing of America Corporation	Farm Machinery Manufacturing
Mar-Jac Poultry	Poultry
Northeast Georgia Medical Center, Inc.	Healthcare Facility
Northeast Georgia Physicians Group	Healthcare
Pilgrim's Pride Corporation	Poultry
Victory Processing, LLC	Food Processing
Walmart	Department Store Retail
Wrigley Manufacturing Co, LLC	Food Production

The above list is in alphabetical order, not in order of company size. This data is according to the Georgia Department of Labor, 2015.

Government

The form of government specified in the County Charter is known as Commission-Administrator form of government, which provides for an elected body of Commissioners, one from each of four geographic districts, who are elected in four-year terms and a Chairman who is elected by the county at-large. Although each County Commissioner is elected as a representative from their respective districts, they represent the interests of the entire county and all of its citizens. The Board of Commissioners appoint a County Administrator, who is responsible for the day-to-day administrative operation of the county government.

The main duties of the Board of Commissioners is to pass local laws, known as ordinances, that regulate a variety of things that promote the health, safety and welfare of the citizens covered by them; to pass a balanced budget each year that funds its own operations as well as to allocate funds to the four Constitutional Officers, other elected officials, the courts and a variety of programs put in place by the State but funded locally; to ensure that necessary services are funded and provided; to set the millage rate for the County government and many other secondary duties. The Board of Commissioners sets the County millage rate each year to fund a portion of the County budget. They also receive the millage rate that is set by the Board of Education and an assessment by the State which is submitted to the Georgia Department of Revenue each year.

The Board receives, deliberates and passes local ordinances each year and amends many others to reflect the changing times. Both require that a public hearing be held and these are normally held during the regular Commission meetings. They also pass several resolutions and proclamations throughout the year. Generally, with some exceptions, the Board can pass any local law and ordinance they feel is needed for the County so long as it does not violate the laws of the State or Federal government or the Constitutional rights of any individual. These are researched thoroughly by legal staff before ever being brought to a hearing.

The Board of Commissioners provide many services that citizens expect through the revenues that are raised annually. These include Fire and Ambulance protection; E-911 dispatch services; Zoning and Planning; Inspections; Code Enforcement; Animal Control; Public Library; Parks and Recreation; Public Works; Waste Management Collection Centers; and agencies that service all of these such as Building Maintenance and Vehicle Maintenance. The budget also funds state mandated services such as Law Enforcement and Detention; Superior, Probate, Magistrate and Juvenile courts; Tax Assessment and Tax Collection services; Elections management; District Attorney (shared with other counties) and some smaller funding for local agencies under the State of Georgia.

Transportation

Hall County's transportation system consists primarily of state highways and county maintained roads. Interstate 985, US Highways 23 and 129, as well as State highways 11, 13, 51, 52, 53, 60, 82, 115, 136, 211, 254, 283, 284, 323, 332, 347, 365, and 369 are major transportation routes that carry the majority of passenger and commercial traffic in and out of Hall County. Congestion in these transportation corridors create traffic problems, primarily because of population growth.

Freight rail services owned and operated by CSX Railroad and Norfolk Southern cross through Hall County.

Hall County is serviced by the Lee Gilmer Memorial Airport, which has two runways - a 5,500 foot runway and a 4,000 foot runway.

Climate

Hall County, like much of Georgia, enjoys a temperate climate. As a result, Hall County has four well-defined seasons: warm to hot summers; brisk fall temperatures; relatively brief, cool winters; and a warm spring season. As a result, there exists a long growing season in Georgia, perfect for ornamental and economic-boosting agricultural plants. Hall County's proximity to the Atlantic Ocean can affect the overall climate and create milder winters and warmer, wetter summers than other parts of the State of Georgia.

AVERARE MONTHLY TEMPERATURES IN GEORGIA (FAHRENHEIT)

Month	Temperature
January	46
February	49
March	56
April	63
May	70
June	77
July	80
August	79
September	74
October	64
November	56
December	48

Utilities

Hall County's utility needs are met by a variety of public and private entities.

Electrical power to Hall County is provided by Jackson EMC, Sawnee, the City of Buford and Georgia Power.

Propane and natural gas are the primary source of heating and cooking fuel for Hall County's residents. This fuel is delivered to residents and businesses by tank truck on an ongoing basis, especially during peak winter months. Many gas marketers do provide natural gas service in Hall County, including Atlanta Gas Light, Liberty Utilities, and the City of Buford. There are many propane distributors with large quantities of propane stored on site.

NFIP Compliance

Jurisdiction	Participating?	Participation Date
Hall County	yes	1/31/1984
Gainesville	Yes	7/5/1983
Flowery Branch	Yes	4/15/1986
Braselton	yes	9/26/2006
Lula	Yes	10/30/2006
Oakwood	Yes	7/23/1982
Clermont	Yes	10/30/2006
Buford	Yes	5/22/1995
Gillsville	No	---------

CHAPTER THREE
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HAZARD PROFILES

Summary of Updates for Chapter Three

The following table provides a description of each section of this chapter, and a summary of the changes that have been made to the Hall County Hazard Mitigation Plan 2010.

Chapter 3 Section	Updates
Risk Assessment	• Expanded the explanation of the Risk Assessment • Added an explanation of each part of the Hazard Information
Natural Hazard Thunderstorms	• Updated hazard description to match Georgia State Hazard Mitigation Plan information • Updated and consolidated hazard profile with new data • Content revised
Natural Hazard Winter Storms	• Updated hazard description to match Georgia State Hazard Mitigation Plan information • Updated and consolidated hazard profile with new data • Content revised
Natural Hazard Flooding	• Updated hazard description to match Georgia State Hazard Mitigation Plan information • Updated and consolidated hazard profile with new data • Land Use and Development trends updated to include municipal NFIP information • Content revised
Natural Hazard Tornado	• Updated hazard description to match Georgia State Hazard Mitigation Plan information • Updated and consolidated hazard profile with new data • Content revised
Natural Hazard Drought	• Updated hazard description to match Georgia State Hazard Mitigation Plan information • Content revised

Natural Hazard Wildfire	• Updated hazard description to match information in the Georgia State Hazard Mitigation Plan • Updated and consolidated hazard profile data • Content revised

Risk Assessment

Requirement §201.6(c)(2)(i and ii)
Requirement §201.6(d)(3)

The Hall County Hazard Mitigation Planning Committee conducted a comprehensive Threat and Hazard Identification and Risk Assessment (THIRA) for Hall County and its municipalities. This assessment developed the hazard basis for this plan. The assessment includes the following components for each hazard:

1. Hazard Identification: The Hall County Hazard Mitigation Planning Committee identified seven natural hazards and four technological hazards for this Hazard Mitigation Plan. This is an increase of one technological hazard from the previous iteration of the plan. Each hazard was identified by the use of statistical data and records from a variety of sources. The list of hazards is based upon frequency, severity of impact, probability, potential losses, and vulnerability.

2. Hazard Description: Each hazard was described in detail. Many hazard descriptions came from the Georgia Hazard Mitigation Plan since many of the hazards that could impact the state could also potentially impact Hall County.

3. Profile of Hazards: Each hazard was profiled as to how it could potentially impact Hall County.

4. Assets Exposed to the Hazard: The plan considers critical facilities and infrastructure as part of the vulnerability assessment. This assessment determines the vulnerability of the municipalities and attempts to identify the populations most vulnerable to each hazard, although many have potential countywide impacts.

5. Estimated Potential Losses: Using critical facility and past history data, an estimation of potential losses due to a particular hazard event were determined.

6. Land Use and Development Trends: Land use trends were considered when determining the potential future impacts of each hazard. This is of particular importance in regards to flooding and dam failure events.

7. Multi-Jurisdictional Concerns: Each jurisdiction was considered when determining the potential hazard impact.

Hazard, Risk, and Vulnerability Assessment Chart

Table 2.1b *(Key shown above)*

HAZARD	Hall County	Braselton	Buford	Clermont	Flowery Branch	Gainesville	Gillsville	Lula	Oakwood
Tropical Cyclonic Events (Hurricanes & Tropical Storms)									
Frequency	Low	Low	Low	Low	Low	Low	Low	Low	Low
Severity	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.
Probability	Low	Low	Low	Low	Low	Low	Low	Low	Low
Coastal Flooding									
Frequency	NA	NA	NA	NA	NA	NA	NA	NA	NA
Severity	NA	NA	NA	NA	NA	NA	NA	NA	NA
Probability	NA	NA	NA	NA	NA	NA	NA	NA	NA
Wind									
Frequency	High	High	High	High	High	High	High	High	High
Severity	Ext.	Ext.	Ext.	Ext.	Ext.	Ext.	Ext.	Ext.	Ext.
Probability	High	High	High	High	High	High	High	High	High
Severe Weather (Includes Lightning & Hailstorms)									
Frequency	High	High	High	High	High	High	High	High	High
Severity	Ext.	Ext.	Ext.	Ext.	Ext.	Ext.	Ext.	Ext.	Ext.
Probability	High	High	High	High	High	High	High	High	High
Tornadoes									
Frequency	High	High	High	High	High	High	High	High	High
Severity	High	High	High	High	High	High	High	High	High
Probability	High	High	High	High	High	High	High	High	High
Inland Flooding									
Frequency	Low	Low	Low	Low	Low	Low	Low	Low	Low
Severity	Low	Low	Low	Low	Low	Low	Low	Low	Low
Probability	Low+	Low+	Low+	Low+	Low+	Low+	Low+	Low+	Low+
Severe Winter Storms									
Frequency	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.
Severity	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.
Probability	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.
Drought									
Frequency	High	High	High	High	High	High	High	High	High
Severity	Ext.	Ext.	Ext.	Ext.	Ext.	Ext.	Ext.	Ext.	Ext.
Probability	High	High	High	High	High	High	High	High	High
Wildfire									
Frequency	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.
Severity	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.	Mod.
Probability	Mod.+	Mod.+	Mod.+	Mod.+	Mod.+	Mod.+	Mod.+	Mod.+	Mod.+
Earthquake									
Frequency	V. Low	V. Low	V. Low	V. Low	V. Low	V. Low	V. Low	V. Low	V. Low
Severity	V. Low	V. Low	V. Low	V. Low	V. Low	V. Low	V. Low	V. Low	V. Low
Probability	Low	Low	Low	Low	Low	Low	Low	Low	Low
Landslide									
Frequency	V. Low	V. Low	V. Low	V. Low	V. Low	V. Low	V. Low	V. Low	V. Low
Severity	V. Low	V. Low	V. Low	V. Low	V. Low	V. Low	V. Low	V. Low	V. Low
Probability	Low	Low	Low	Low	Low	Low	Low	Low	Low
Sinkhole									
Frequency	NA	NA	NA	NA	NA	NA	NA	NA	NA
Severity	NA	NA	NA	NA	NA	NA	NA	NA	NA
Probability	Low	Low	Low	Low	Low	Low	Low	Low	Low

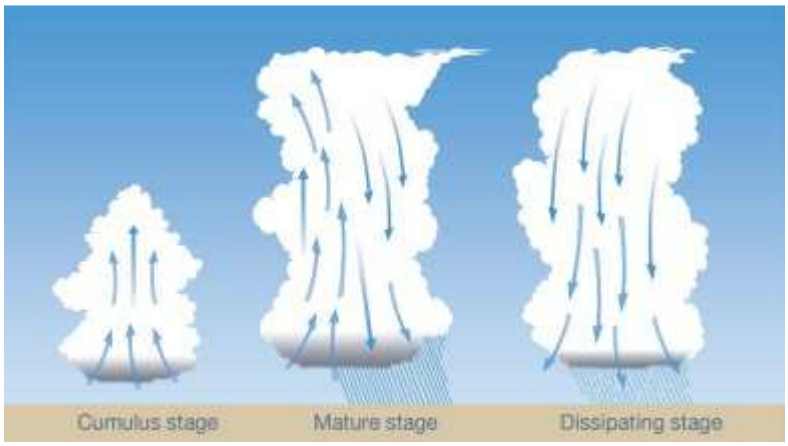
Natural Hazard: **Thunderstorms**

Hazard Description

This section provides general and historical information about thunderstorms, including high wind, lightning, and hail. Other elements of thunderstorms, such as tornadoes and flooding, are addressed in their own sections.

Thunderstorms are formed when moist air near the earth's surface is forced upward through some catalyst (convection or frontal system). As the moist air rises, the air condenses to form clouds. Because condensation is a warming process, the cloud continues to expand upward. When the initial updraft is halted by the upper troposphere, both the anvil shape and a downdraft form. This system of up-drafting and down-drafting air columns is termed a "cell."

As the process of updrafts and downdrafts feeds the cell, the interior particulates of the cloud collide and combine to form rain and hail, which falls when the formations are heavy enough to push through the updraft. The collision of water and ice particles within the cloud creates a large electrical field that must discharge to reduce charge separation. This discharge is the lightning that occurs from cloud to ground or cloud to cloud in the thunderstorm cell. In the final stage of development, the updraft weakens as the downdraft-driven precipitation continues until the cell dies.



Each thunderstorm cell has the ability to extend several miles across its base and to reach 40,000 feet in altitude. Thunderstorm cells may compound and move abreast to form a squall line of cells, extending farther than any individual cell's potential.

Natural Hazard: **Thunderstorms**

(Hazard Description Continued)

In terms of temporal characteristics, thunderstorms exhibit no true seasonality in that occurrences happen throughout the year. Convectively, driven systems dominate the summer while frontal driven systems dominate during the other seasons. The rate of onset is rapid in that a single cell endures only 20 minutes. However, various cells in different stages of development may form a thunderstorm that lasts up to a few hours as it moves across the surface.

In terms of magnitude, the National Weather Service defines thunderstorms in terms of severity as a severe thunderstorm that produces winds greater than 57 mph and/or hail of at least 1 inch in diameter and/or a tornado. The National Weather Service chose these measures of severity as parameters more capable of producing considerable damage. Therefore, these are measures of magnitude that may project intensity.

Lightning

Lightning occurs when the difference between the positive and negative charges of the upper layers of the cloud and the earth's surface becomes great enough to overcome the resistance of the insulating air. The current flows along the forced conductive path to the surface (in cloud to ground lightning) and reaches up to 100 million volts of electrical potential. In Georgia, lightning strikes peak in July, with June and August being second highest in occurrence.

Hail

Hail is a form of precipitation that forms during the updraft and downdraft-driven turbulence within the cloud. The hailstones are formed by layers of accumulated ice (with more layers creating larger hailstones) that can range from the size of a pea to the size of a grapefruit. Hailstones span a variety of shapes but usually take a spherical form. Hailstorms mostly endanger cars, but have been known to damage aircraft and structures.

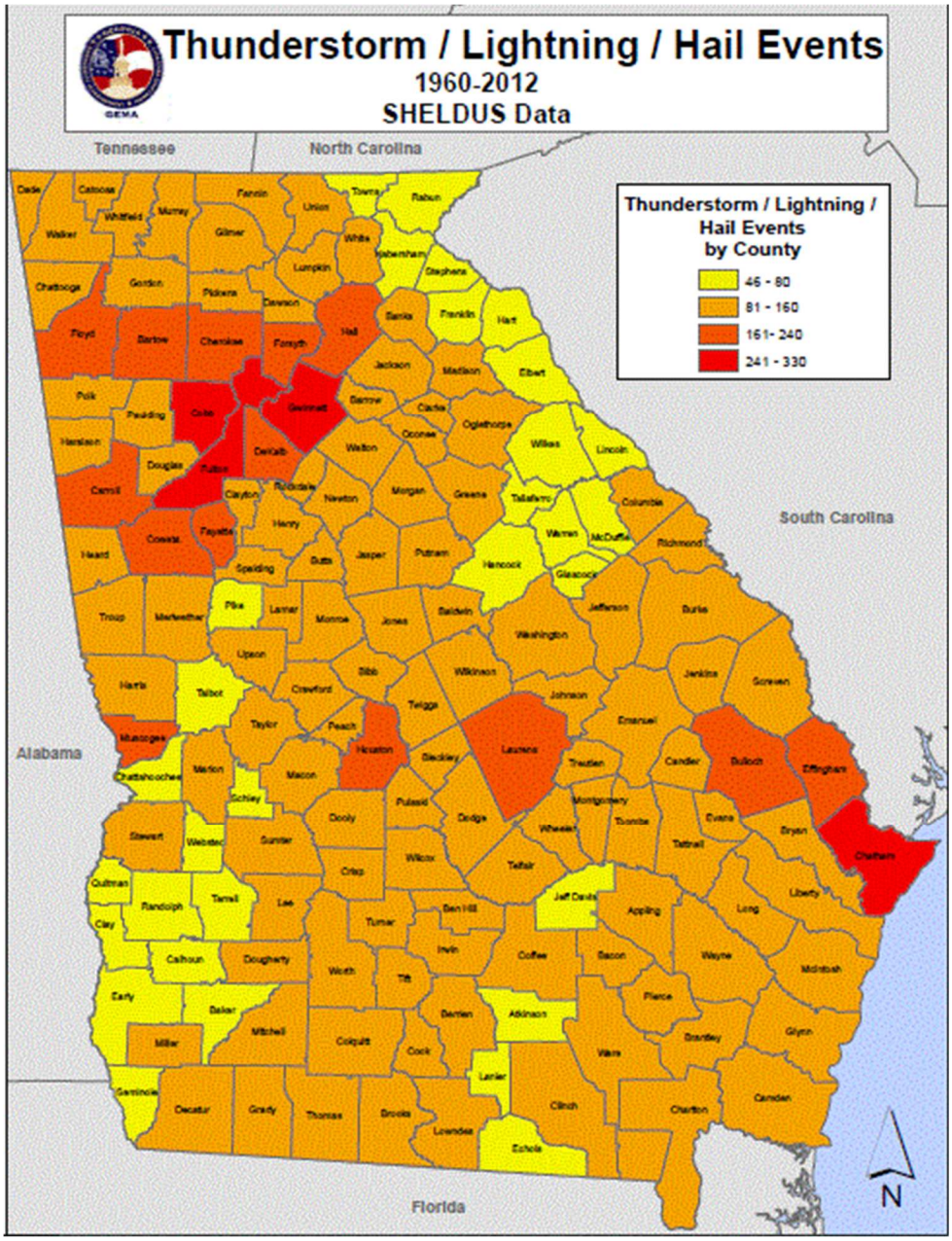
Natural Hazard: **Thunderstorms**

Hailstone size	Measurement		Updraft Speed	
	in.	cm.	mph	km/h
bb	< 1/4	< 0.64	< 24	< 39
pea	1/4	0.64	24	39
marble	1/2	1.3	35	56
dime	7/10	1.8	38	61
penny	3/4	1.9	40	64
nickel	7/8	2.2	46	74
quarter	1	2.5	49	79
half dollar	1 1/4	3.2	54	87
walnut	1 1/2	3.8	60	97
golf ball	1 3/4	4.4	64	103
hen egg	2	5.1	69	111
tennis ball	2 1/2	6.4	77	124
baseball	2 3/4	7.0	81	130
tea cup	3	7.6	84	135
grapefruit	4	10.1	98	158
softball	4 1/2	11.4	103	166

Hazard Profile

Severe thunderstorms, including high winds, hail and lightning, are a serious threat to the residents and infrastructure of Hall County. Severe thunderstorms are the most frequently occurring natural hazard in Hall County. Many of these storms include high winds, lightning, and hail. Hail up to 2.75 inches has been recorded in Hall County, most recently in 2001. While there have been dozens of documented thunderstorm events affecting Hall County over the last 50 years, it is likely that the official number is a low estimate due to poor record keeping in decades past. For example, only 23 thunderstorm events were recorded between 1966 and 1980, likely a vast underestimation of actual events.

Natural Hazard: **Thunderstorms**



Natural Hazard: **Thunderstorms**

(Hazard Profile Continued)

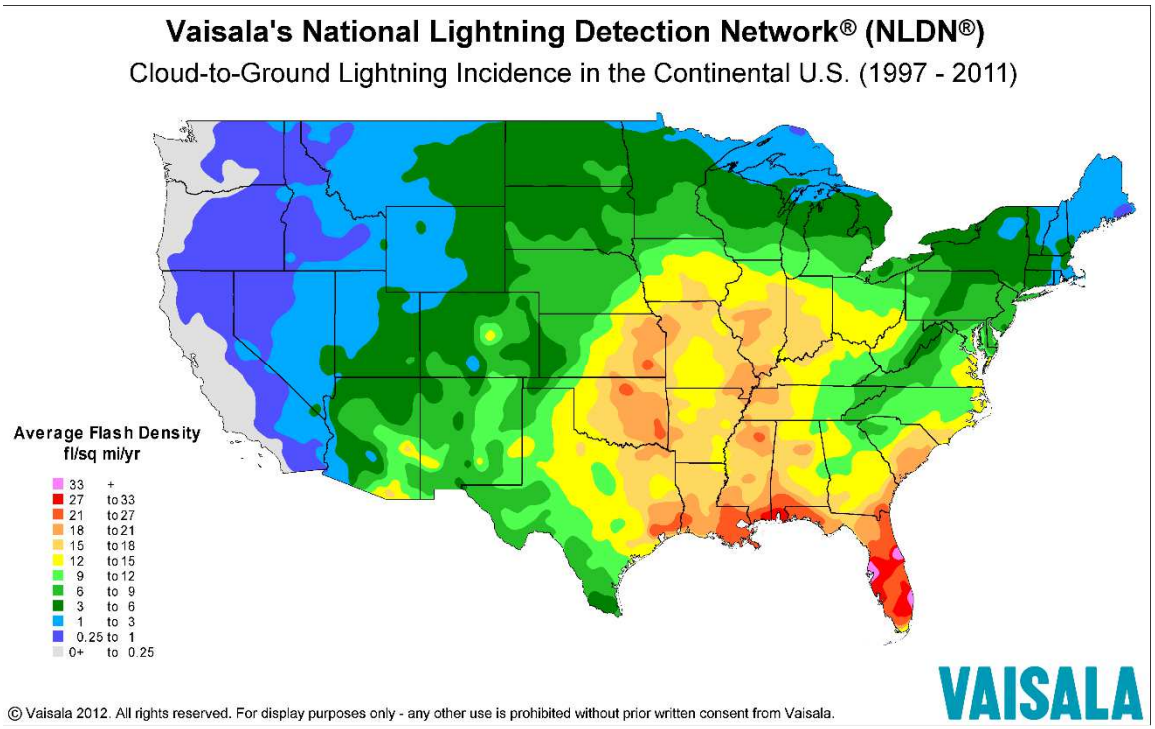
Most of the available information relating to severe thunderstorm events in Hall County fails to describe damage estimates in any detail. With each thunderstorm event, there are likely unreported costs related to infrastructure costs, public safety response costs, utility repair costs, and personal home and business repair costs. Thunderstorms have occurred during all parts of the day and night and in every month in Hall County.

The Hall County Hazard Mitigation Plan Update Committee utilized data from the National Climatic Data Center, the National Weather Service, numerous weather-related news articles, and the Hall County LEOP in researching severe thunderstorms and their potential impacts on the county.

During the last 50 years, 214 thunderstorm events were recorded in Hall County, with 191 of those occurring in the last 35 years. According to these records, Hall County has a 1.5% chance daily of a thunderstorm event based upon data from the last 35 years. Over the last 10 years, Hall County has averaged 5.1 thunderstorm events per year (51 events). This includes 3.4 hail events per year and 0.6 lightning events per year over the last 16 years. Due to improved record keeping protocols, the Hall County Hazard Mitigation Plan Update Committee believes the data from the last ten years provides a more accurate representation of the thunderstorm threat to the county. The Hall County Hazard Mitigation Plan Update Committee has also determined that the lightning threat is severely under-reported, as shown in the NCDC data numbers. For additional historical data, please see Appendix D.

As indicated by the below graphics, Hall County averages between 12 and 15 flashes of cloud to ground lightning per square mile per year. That equals a 3.3% to 4.2% chance of a cloud-to-ground lightning strike on any given day. This shows a much higher indication of lightning occurrences than has been reported to the National Weather Service and the National Climatic Data Center. It is the determination of the Hall County Hazard Mitigation Plan update Committee that this data shows a more accurate representation of the scope of the threat that lightning poses to the citizens and infrastructure of Hall County.

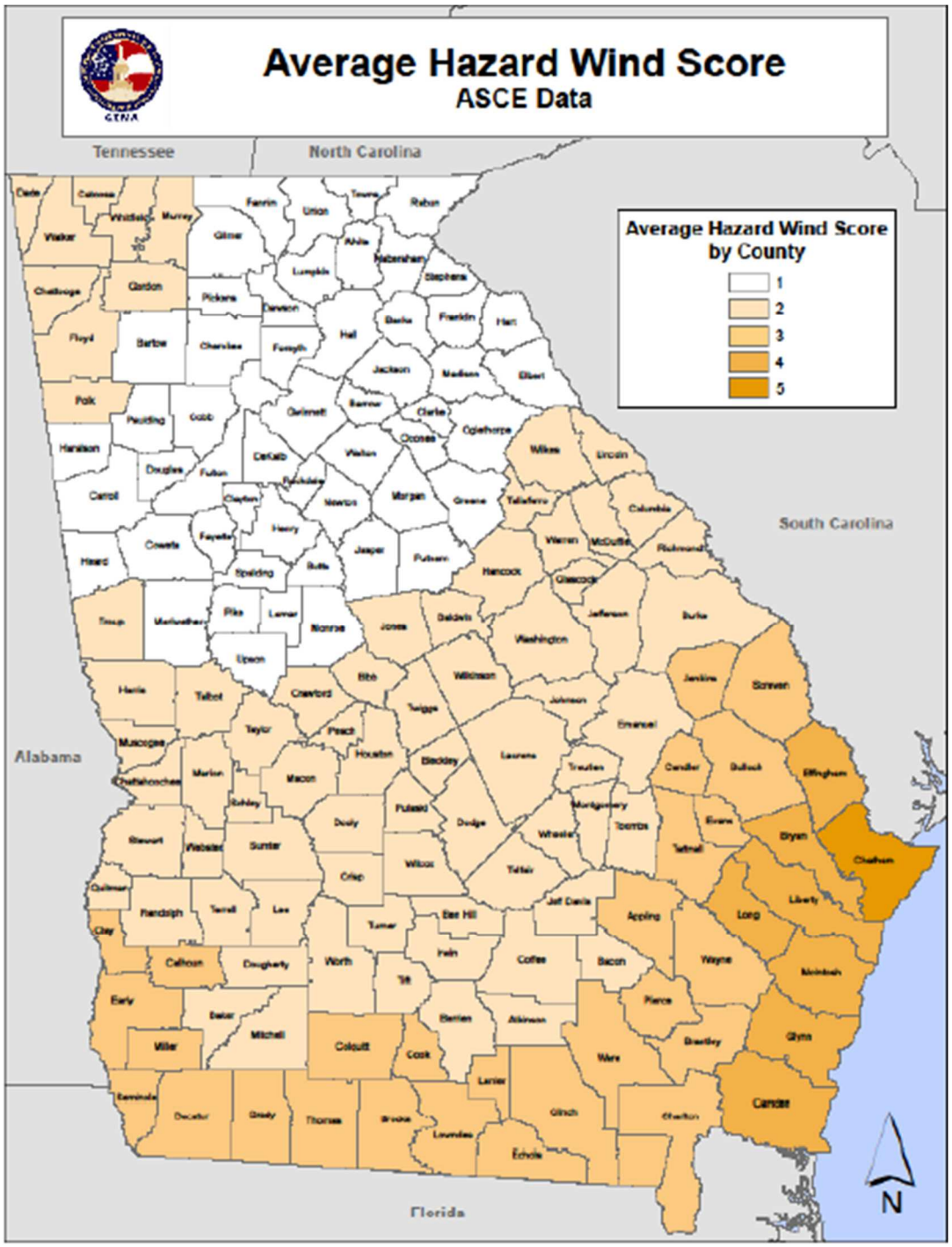
Natural Hazard: **Thunderstorms**



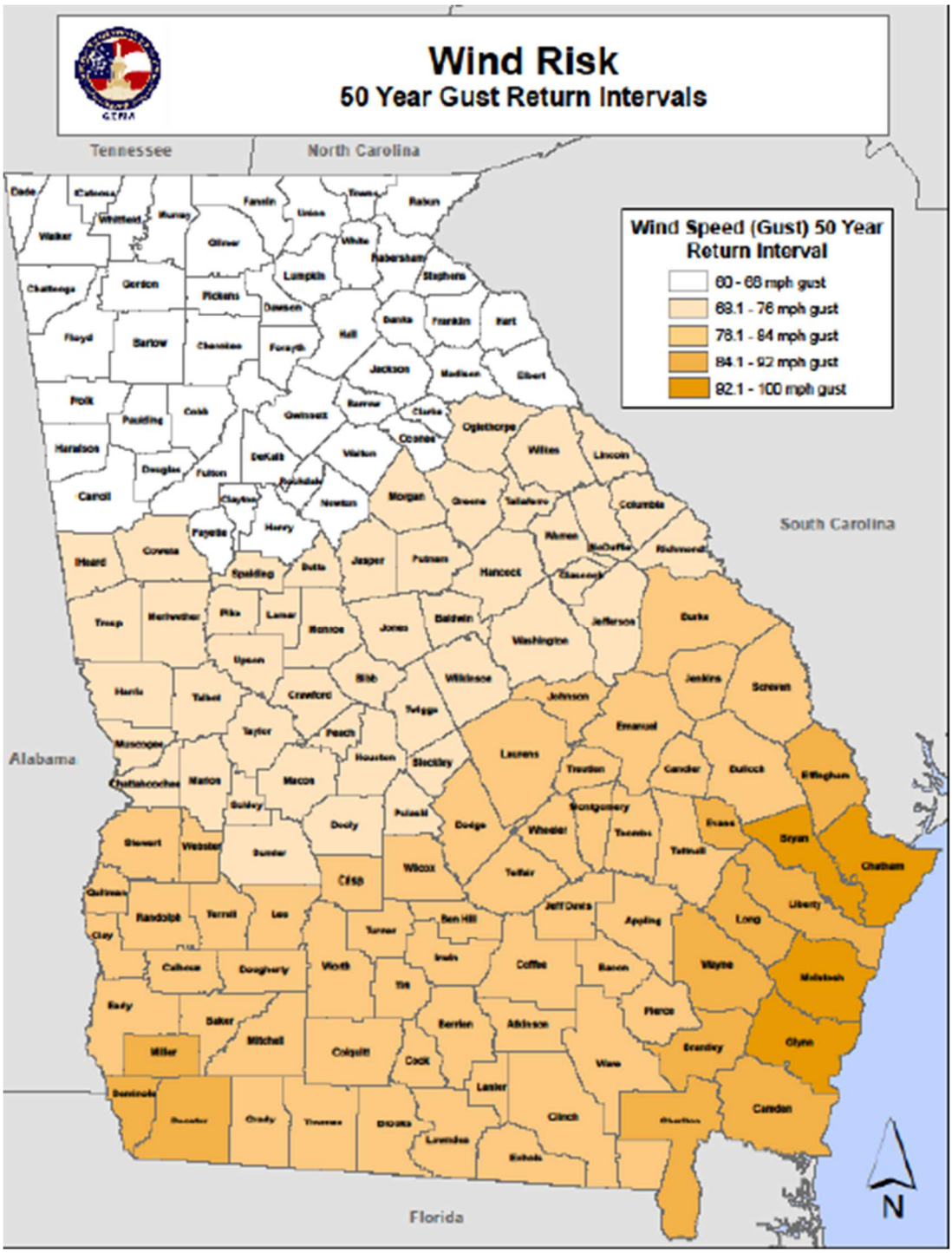
Severe thunderstorm winds, which are defined as winds of at least 58 mph in conjunction with a convective event, have occurred with many thunderstorms that have effected Hall County. These winds can exceed 100 mph and cause damage comparable to weak tornadoes. Below are two maps that identify the wind risk and the hazard wind score for the State of Georgia, including Hall County. The Hazard Wind Score maps uses the following scale:

Hazard Score	Wind Speeds
1	<90 mph gust
2	91 – 100 mph gust
3	101 – 110 mph gust
4	111 – 120 mph gust
5	>120 mph gust

Natural Hazard: **Thunderstorms**



Natural Hazard: **Thunderstorms**



Natural Hazard: **Thunderstorms**

Assets Exposed to the Hazard

In evaluating assets that are susceptible to severe thunderstorms, the Hall County HMPC determined that all public and private property is at threat by severe thunderstorms, including all critical facilities. This is due to the lack of spatially prejudice of severe thunderstorm events.

Estimated Potential Losses

For an estimate of potential losses, please refer to the Critical Facilities information located in Appendix C. Estimates of damage for the past events of the last 50 years are nearly $13 million, or $258,440 annually. When only events of the last 10 years are considered, yearly estimations more than quadruple to $964,600 annually.

Land Use & Development Trends

Hall County currently has no land use trends related to Thunderstorms.

Multi-Jurisdictional Considerations

Thunderstorm events have occurred across all areas of Hall County. Crop damage from thunderstorm events would likely have the greatest impact in the rural areas of Hall County. However, property damage numbers would be highest in more heavily populated areas due to greater population density. Thunderstorms have the potential to impact all areas of Hall County.

Hazard Summary

Thunderstorm events pose one of the greatest threats of property damage, injuries, and loss of life in Hall County. Thunderstorm events are the most frequently occurring weather event that threatens Hall County. As a result, the Hall County HMPC recommends that the mitigation measures identified in this plan for thunderstorms should be aggressively pursued due to the frequency of this hazard and the ability for this hazard to affect any part of Hall County.

Natural Hazard: **Winter Storms**

Hazard Description

Severe winter storms bring the threat of ice and snow. There are many types of frozen precipitation that could create a severe winter weather event. Freezing rain consists of super cooled falling liquid precipitation freezing on contact with the surface when temperatures are below freezing. This results in an ice glazing on exposed surfaces including buildings, roads, and power lines. Sleet is easily discernable from freezing rain in that the precipitation freezes before hitting the surface. Often this sleet bounces when hitting a surface and does not adhere to the surface. However, sleet can compound into sufficient depths to pose some threat to motorists and pedestrians.

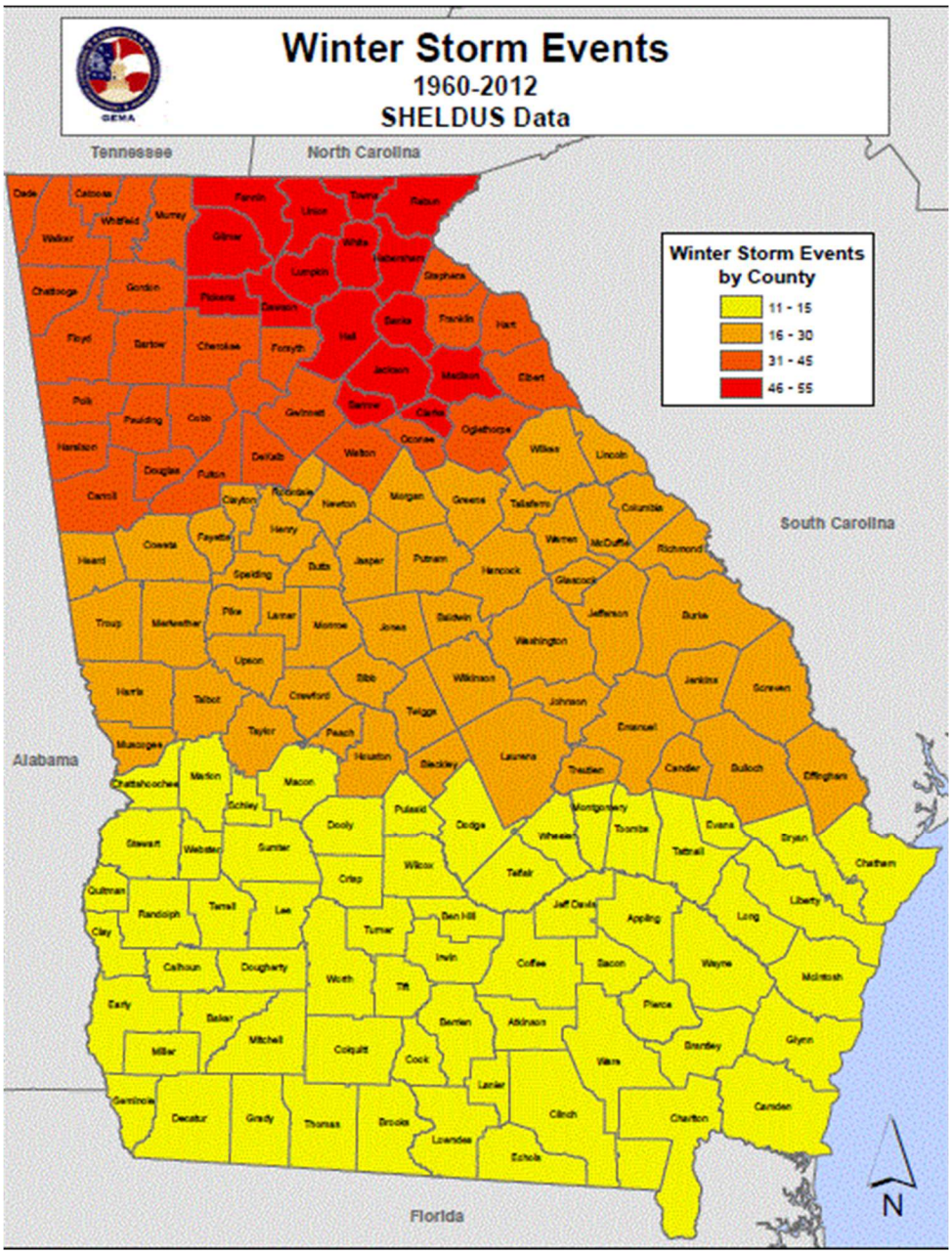
A heavy accumulation of ice, which is often accompanied by high winds, has the ability to devastate infrastructure and vegetation. Destructiveness in the southern states is often amplified due to the lack of preparedness and response measures. Also, the infrastructure was not designed to withstand certain severe weather conditions such as weight build-up from snow and ice. Often, sidewalks and streets become extremely dangerous to pedestrians and motorists. Primary industries such as farming and fishing suffer losses through winter seasons that produce extreme temperatures and precipitation.

Severe winter weather exhibits seasonal qualities in that most occur within the months of January to March, with the highest probability of occurrence in February. The rate of onset and duration varies from storm to storm, depending on the weather system driving the storm. Severe winter weather rarely frequents the State of Georgia. However, the impacts of the storms substantiate severe winter weather's inclusion in the risk assessment.

Hazard Profile

While winter storms are not as frequent of an occurrence in Hall County as they are in areas in the Northern US, they still have the potential to wreak havoc on the community when they do occur. Winter storms in Hall County typically cause drastic damage to infrastructure, such as roads, power lines, and bridges. They also can cause damage to private property, businesses, and trees throughout the county. Due to the county's elevation changes, many highways have steep grades that can become dangerous during icy conditions. The large number of trees in Hall County can also become a hazard when the tree limbs become weighed down with snow and ice and begin to break and fall to the ground, potentially damaging private property, public property, or injuring people and animals.

Natural Hazard: **Winter Storms**

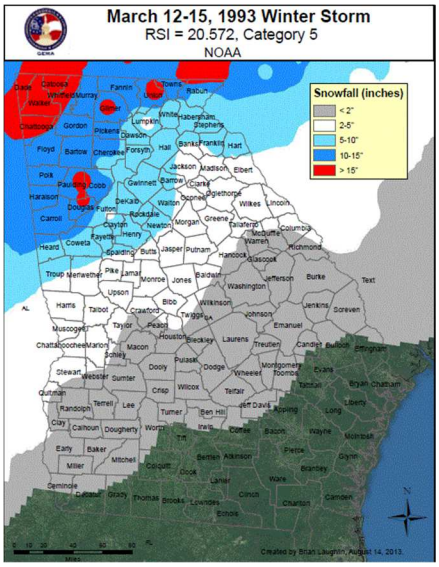


Natural Hazard: **Winter Storms**

(Hazard Profile Continued)

During the past twenty years, documentation exists for 42 winter storm events in Hall County. No data can be located prior to this timeframe. On average, a winter storm has occurred in Hall County on a nearly annual basis. A 100% chance exists of a winter storm occurring in any given year in Hall County. Due to improved record keeping techniques, the HMPC believes that looking at the record for the last 20-year period provides a more accurate representation of the threat of winter storms for Hall County. For additional historical data, please see Appendix D.

Individual events of winter weather can be drastically different depending on many factors, including the duration of the event, the type of precipitation involved, and the depth of the precipitation. Winter storm events can be a light dusting of snow, ¼ inch of ice, or over a foot of snow. Other factors, such as wind, can influence the strength of these events, as happened with wind-blown snow during the March 1993 Winter Storm event. During this event, 5-10 inches of snow was reported in multiple areas across Hall County.



Assets Exposed to the Hazard

Since winter storms are indiscriminate with regard to location, the Hall County HMPC determined that all public and private property, including all critical infrastructure, are susceptible to impacts from winter storms.

Natural Hazard: **Winter Storms**

Estimated Potential Losses

For estimated potential losses, please see the Critical Facilities information in Appendix C. Total estimated losses for winter storm events of the last 50 years indicate a total of over $1,521,000 in losses. Extrapolated over 50 years, this averages out to $30,420 per year. However, all of the documented winter storms with loss information have occurred over the last 20 years. As such, the average loss per year for the last 20 years is $76,050 per year. It is estimated that these numbers are a gross underestimation of the impact of past winter storms and caution is expressed when using these figures to make loss determinations for winter storms in Hall County.

Land Use & Development Trends

Hall County currently has no land use trends related to Winter Storms.

Multi-Jurisdictional Considerations

All portions of Hall County could potentially be impacted by a winter storm, including freezing rain, sleet, and snow. Therefore, all mitigation actions identified regarding winter storms should be pursued on a countywide basis and include all cities and town located within Hall County.

Hazard Summary

Winter storms, which can include freezing rain, sleet, or snow, typically afford communities some advance warning, which is different from many other severe weather phenomena. The National Weather Service issues winter storm watches, advisories, and warnings as much as a day before the storm's impacts begin. Unfortunately, communities in the Southern United States are not equipped to handle winter storms due to their relative infrequent nature. Oftentimes, communities can face severe impact from these storms. The Hall County HMPC recognizes the potential threats winter storms could have on the community and have identified specific mitigation actions as a result.

Natural Hazard: **Flooding**

Requirement §201.6(c)(2)(ii)
Requirement §201.6(c)(3)(ii)

Hazard Description

Flooding is a temporary overflow of water on normally dry lands adjacent to the source of water, such as a river, stream, or lake. The causes of flooding include mass sources of precipitation, such as tropical cyclones, frontal systems, and isolated thunderstorms combined with other environmental variables, such as changes to the physical environment, topography, ground saturation, soil types, basin size, drainage patterns, and vegetative cover. Adverse impacts may include structural damages, temporary backwater effects in sewers and drainage systems, death of livestock, agricultural crop loss, loss of egress and access to critical facilities due to roads being washed-out or over-topped and unsanitary conditions by deposition of materials during recession of the floodwaters.

Floods are loosely classified as either coastal or riverine. Coastal flooding occurs when normally dry, low-lying land is flooded by sea water. Coastal flooding is usually associated with tropical cyclones in Georgia. Riverine flooding occurs from inland water bodies such as streams and rivers. Riverine flooding is often classified based on rate of onset. The first is slow to build, peak, and recede, often allowing sufficient time for evacuations. The other type of riverine flood is referred to as a "flash" flood, which rapidly peaks and recedes, thus giving insufficient time for evacuations. Flash floods are typically considered the most dangerous of these types.

On a broad scale, flooding can occur around any body of water or low-lying surface given enough precipitation or snowmelt. The spatial extent of the flooding event depends on the amount of water overflow, but can usually be mapped because of existing floodplains (areas already prone to flooding).

Flooding in Georgia is highly dependent on precipitation amounts and is highly variable. Certain seasons are more prone to flooding to a greater likelihood of excessive precipitation. Typically, the wet seasons are during the winter, early spring, and midsummer. Late spring and fall are usually drier seasons.

Hazard Profile

The Hall County HMPC researched flooding information for the last fifty years. The main sources of information used by the Hall County HMPC came from the National Climatic Data Center, the Hall County Emergency Operations Plan, and news media sources. It was determined that

Natural Hazard: **Flooding**

(Hazard Profile Continued)

flooding has caused significant damage on a relatively small number of occasions over the last 20 years. One significant flooding event that affected Hall County occurred in May of 2013. This flood, caused by a flash flood event, led to over $1,000,000 in damages and caused major damage to multiple roadways in the Flowery Branch, and Oakwood areas of Hall County. While data was collected for the entire 50-year timeframe, little information was available regarding flood events over that period, possibly due to poor record keeping.

Flood events within Hall County are typically associated with areas of special flood hazard as identified on Flood Rate Insurance Maps (FIRMs) published by the Federal Emergency Management Agency. Relatively little information is available regarding flooding damage estimates. However, with each flooding event, it is likely that significant costs arose related to road repair, infrastructure repair, and public safety response operations. Most of the flood damage in Hall County's history appears to be related to roads and culverts washing out as a result of flood waters.

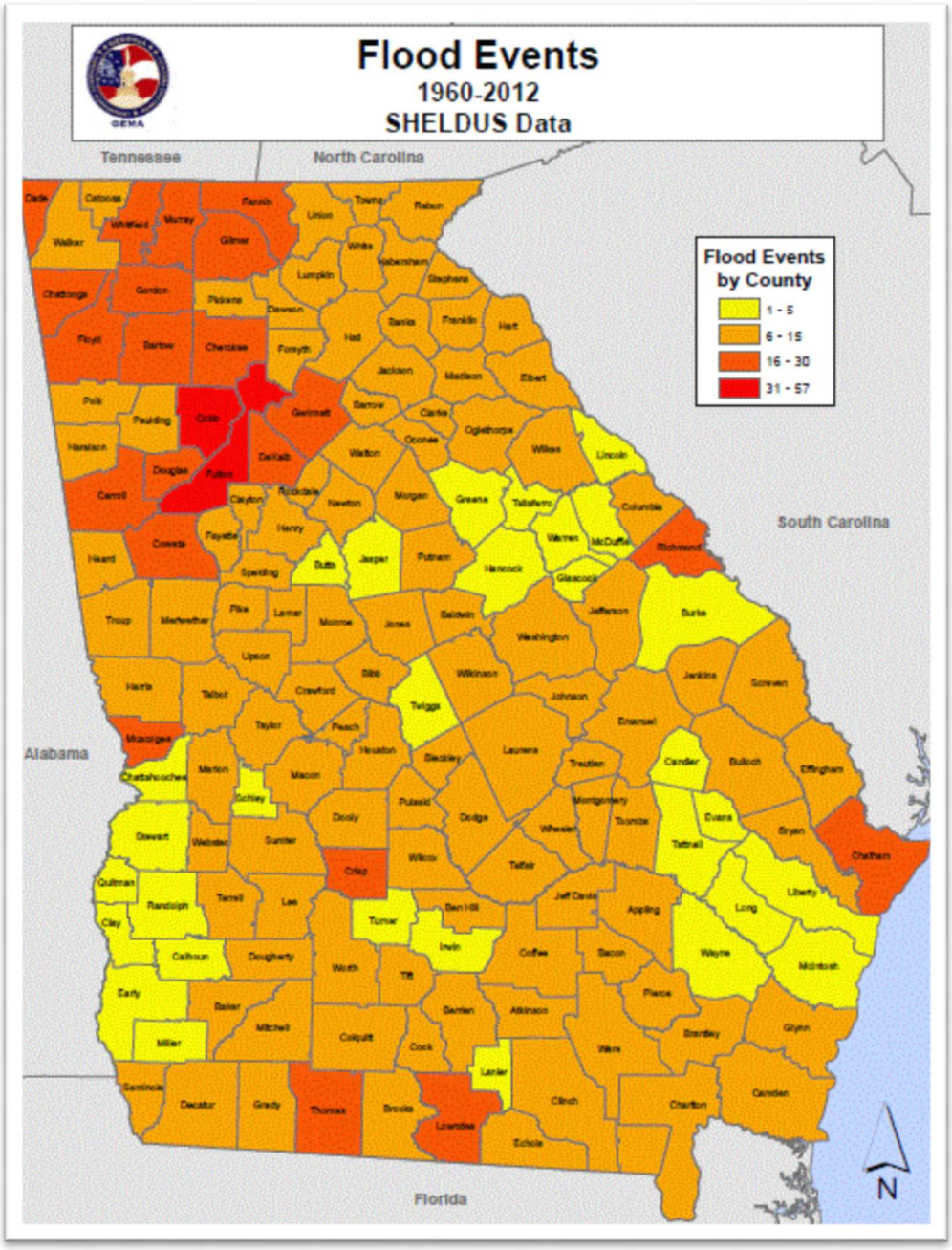
There are 14 documented flood events over the last 50 years. Based on the 50-year record, it can be inferred that such an event is likely to occur every 3.6 years in Hall County. This relates to a 28% chance of a flood event occurring in a given year. Flooding is of a significant concern to Hall County residents overall, but particularly to those areas along Flat Creek, Little River, and Balus Creek and their distributaries as well as Lake Lanier.

For additional historical data, please see Appendix D.

Assets Exposed to the Hazard

To evaluate the assets that would potentially be impacted by flooding, the Hall County HMPC attempted to identify known structures within, or close to, the 100-year floodplain.

Natural Hazard: **Flooding**



Natural Hazard: **Flooding**

Estimated Potential Losses

For loss estimations, please see the critical facilities information in Appendix C.

Land Use & Development Trends

Hall County continues to have population increases as Metro Atlanta expands into Hall. This continued population growth within Hall County has led to a 29% population increase between 2000 and 2010.

Hall County participates in the National Flood Insurance Program (NFIP) and follows the program's guidelines to ensure future development is carried out in the best interests of the public. The County (CID No. 130466) first entered the NFIP on January 31, 1984. According to the NFIP guidelines, the County has executed a Flood Damage Prevention Ordinance. This ordinance attempts to minimize the loss of human life and health as well as minimize public and private property losses due to flooding. The ordinance requires any potential flood damage be evaluated at the time of initial construction and that certain uses be restricted or prohibited based on this evaluation. The ordinance also requires that potential homebuyers be notified that a property is located in a flood area. In addition, all construction must adhere to the Georgia State Minimum Standard Codes and the International Building Codes. Currently, the Hall County municipalities of Braselton (CID No. 130343), Buford (130323), Clermont (130332), Flowery Branch (130333), Gainesville (130263), Lula (130562), and Oakwood (130334) also participate in NFIP. The town of Gillsville (130561) currently does not participate in NFIP. There are two repetitive loss property identified in Hall County. These properties have an assessed loss value of $36,780.

Multi-Jurisdictional Considerations

During a large-scale flood event, many portions of Hall County would potentially be impacted by flooding. However, the area's most prone to flooding have historically been those areas located within the 100-year floodplain. All of Hall County and its municipalities could potentially be impacted.

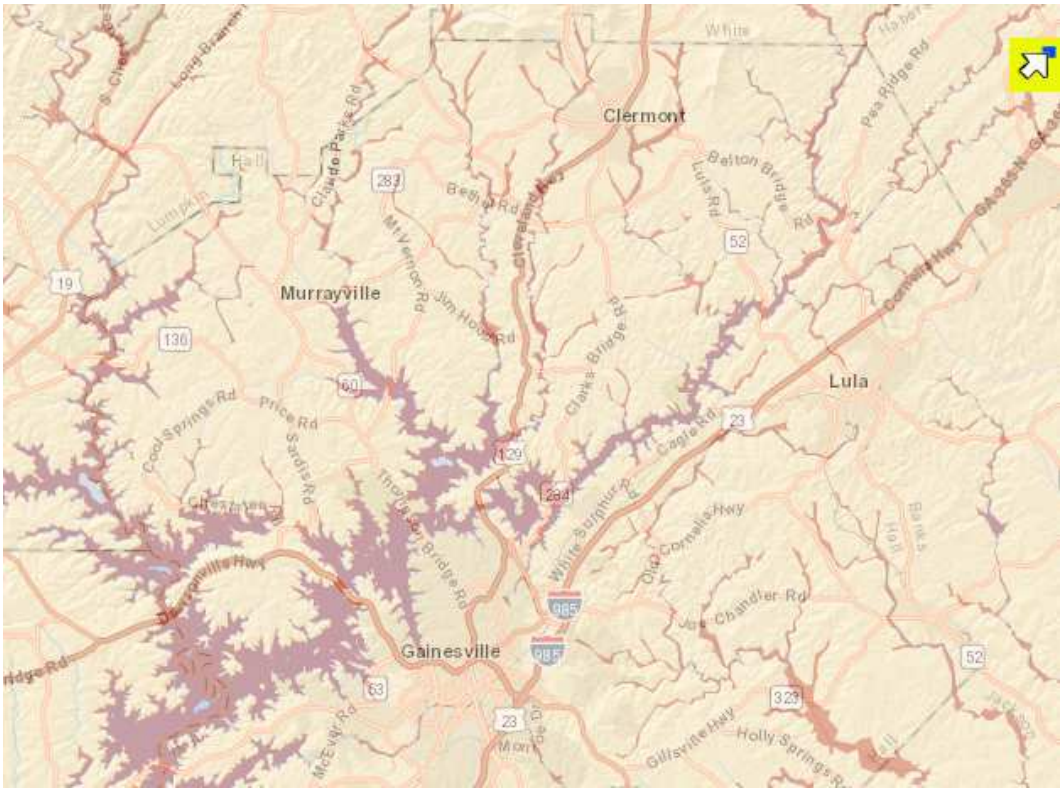
Natural Hazard: **Flooding**

Hazard Summary

Flooding has the potential to inflict significant damage within Hall County, particularly along the Etowah River and its distributaries. Mitigation of flood damage requires the community to be aware of flood-prone areas, including roads, bridges, and critical facilities. The Hall County HMPC identified flooding as a hazard requiring mitigation measures and identified specific goals, objectives, and action items they deemed necessary to lessen the impact of flooding for their communities. These maps were updated since the previous plan.

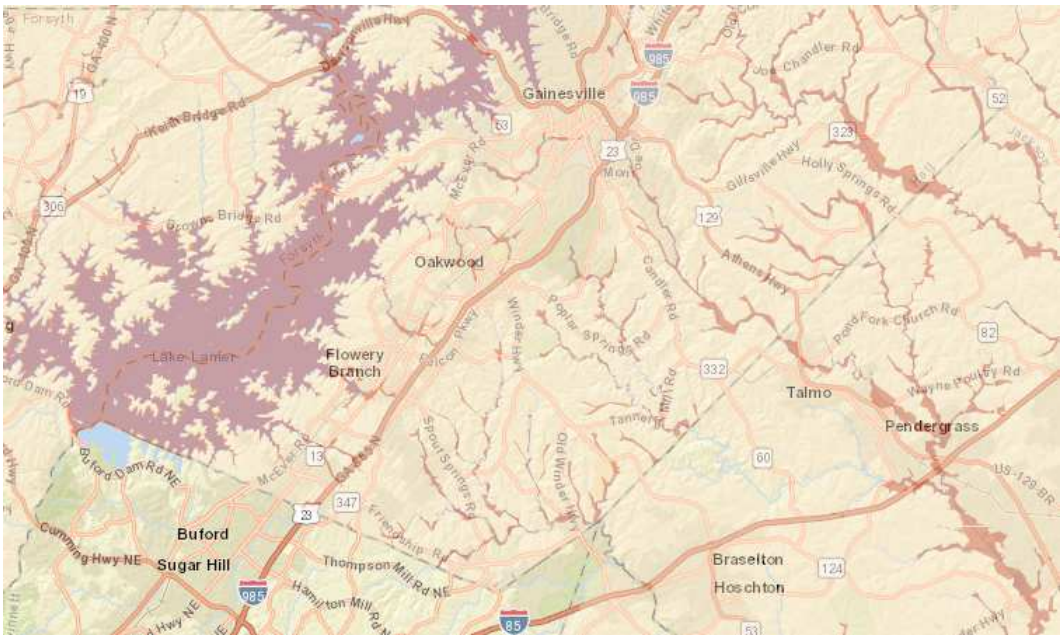
There are two repetitive loss property identified in Hall County. These properties have an assessed loss value of $36,780.

Northern Hall County



Natural Hazard: **Flooding**

Southern Hall County



Gainesville

Natural Hazard: **Flooding**

Oakwood

Flowery Branch

Natural Hazard: **Flooding**

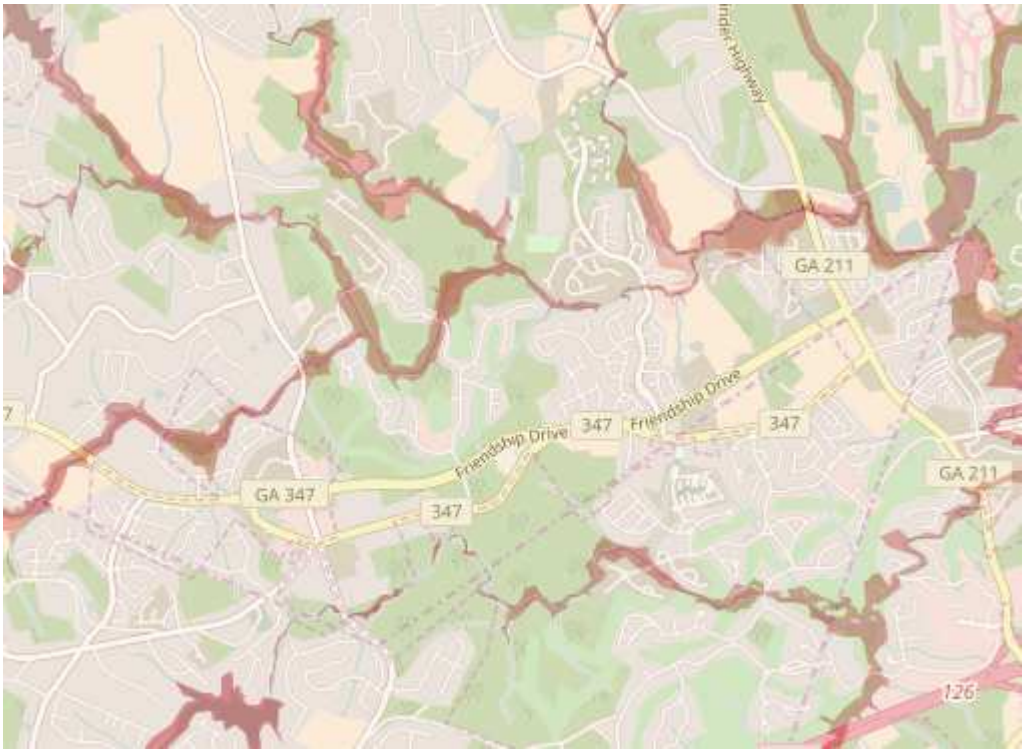
Buford

Lula

Natural Hazard: **Flooding**

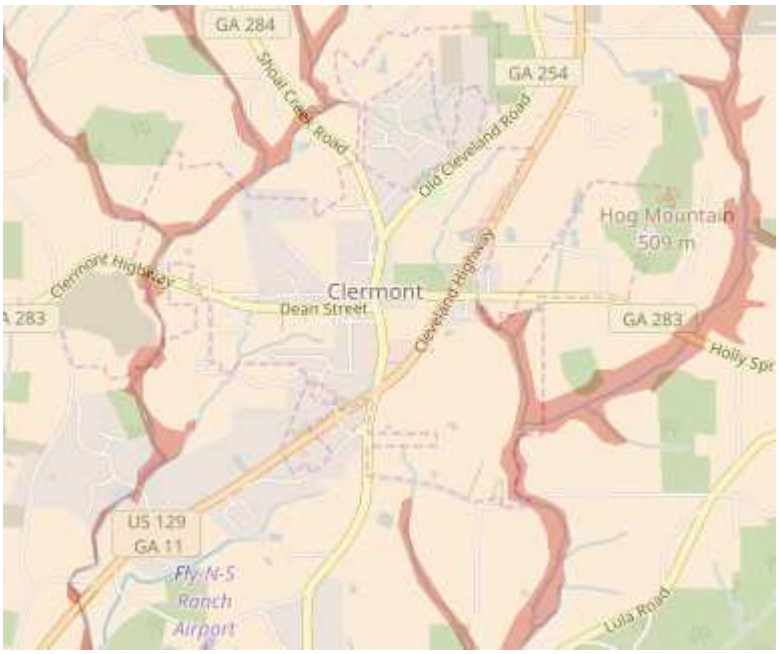
Gillsville

Braselton



Natural Hazard: **Flooding**

Clermont



Natural Hazard: **Tornado**

Hazard Description

A tornado is a violently rotating column of air (seen only when containing condensation, dust, or debris) that is in contact with the surface of the ground. Exceptionally large tornadoes may not exhibit the classic "funnel" shape, but may appear as a large, turbulent cloud near the ground or a large rain shaft. Destructive because of strong winds and windborne debris, tornadoes can topple buildings, roll mobile homes, uproot vegetation and launch objects hundreds of yards.

Most significant tornadoes (excluding some weak tornadoes and waterspouts) stem from the right rear quadrant of large thunderstorm systems where the circulation develops between 15,000 and 30,000 feet. As circulation develops, a funnel cloud, a rotating air column aloft, or tornado descends to the surface. These tornadoes are typically stronger and longer-lived. The weaker, shorter-lived tornadoes can develop along the leading edge of a singular thunderstorm. Although tornadoes can occur in most locations, most of the tornado activity in the United States in the Midwest and Southeast. Tornadoes can occur anywhere within the State of Georgia.

In terms of the continuum of area of impact for hazard events, tornadoes are fairly isolated. Typically ranging from a few hundred to one or two miles across, tornadoes affect far less area than larger meteorological events such as tropical cyclones, winter storms and severe weather events. An exact season does not exist for tornadoes. However, most occur between early spring to mid-summer (February-June). The rate of onset of tornado events is rapid. Typically, the appearance of the first signs of the tornado is the descending funnel cloud. This sign may be only minutes from the peak of the event, giving those in danger minimal sheltering time. However, meteorological warning systems attempt to afford those in danger more time to shelter. The frequency of specific tornado intensities is undetermined because no pattern seems to exist in occurrence. Finally, the duration of tornado events range from the few minutes of impact on a certain location to the actual tornado lasting up to a few hours.

Tornadoes are measured after the occurrence using the subjective intensity measures. The Enhanced Fujita Scale describes the damage and then gives estimates of magnitude of peak 3-second gusts in miles per hour.

Natural Hazard: **Tornado**

The Enhanced Fujita Scale	
EF Rating	3 second gust (mph)
0	65-85
1	86-110
2	111-135
3	136-165
4	166-200
5	over 200

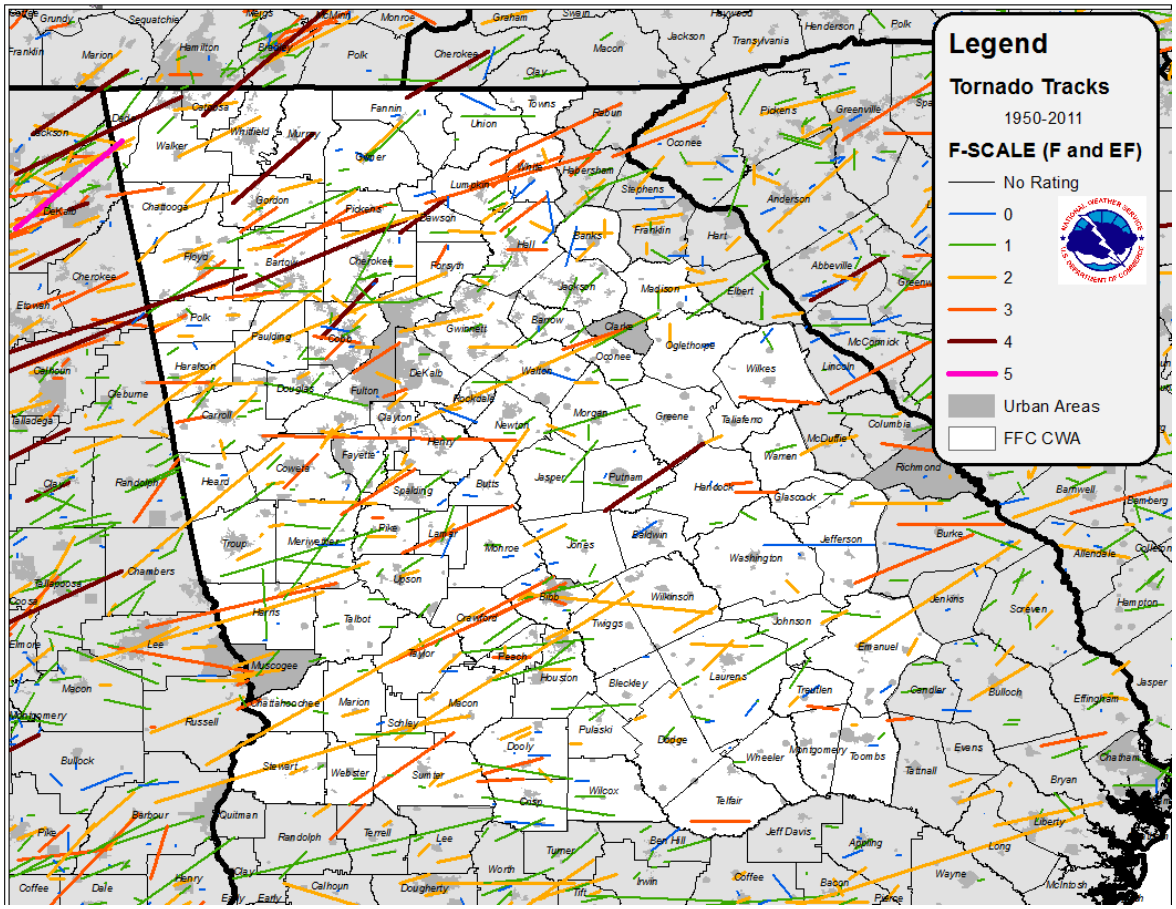
Hazard Profile

All areas within Hall County are vulnerable to the threat of a tornado. Due to the indiscriminate and unpredictable nature of tornadoes, there is no reliable method to determine where or when a tornado will strike. There have been 16 documented tornadoes in the last 50 years in Hall County. It is likely that other tornadoes have occurred within this timeframe, but available records are limited in nature.

Based on the 50-year information available for Hall County, a tornado occurs every 3.1 years. On an annual basis, Hall County has a 32% chance of being impacted from a tornado event. When only the last twenty years are considered, the likelihood of a tornado affecting Hall County decreases slightly to 30% (6 tornadoes since 1995). By considering both percentages, the Hall County HMPC considers tornadoes to be of a high concern.

Individual tornado events can cause extreme damage to an area. This holds true for Hall County, as well. The strongest and costliest documented tornado to impact Hall County was an F3 in 1998. This storm traveled 9 miles through Western Hall County before entering White County. The storm caused $15 million in damages, led to 10 fatalities, and injured 96 people in Hall County. Gainesville is one of only two cities, along with Joplin, Missouri, to appear on the list of the 25 deadliest U.S. tornadoes twice. For additional historical data, please see Appendix D.

Natural Hazard: **Tornado**



Assets Exposed to the Hazard

In evaluating assets that are susceptible to tornadoes, the Hall County HMPC determined that all public and private property is threatened by tornadoes, including all critical facilities. This is due to the lack of spatial prejudice of tornadoes.

Estimated Potential Losses

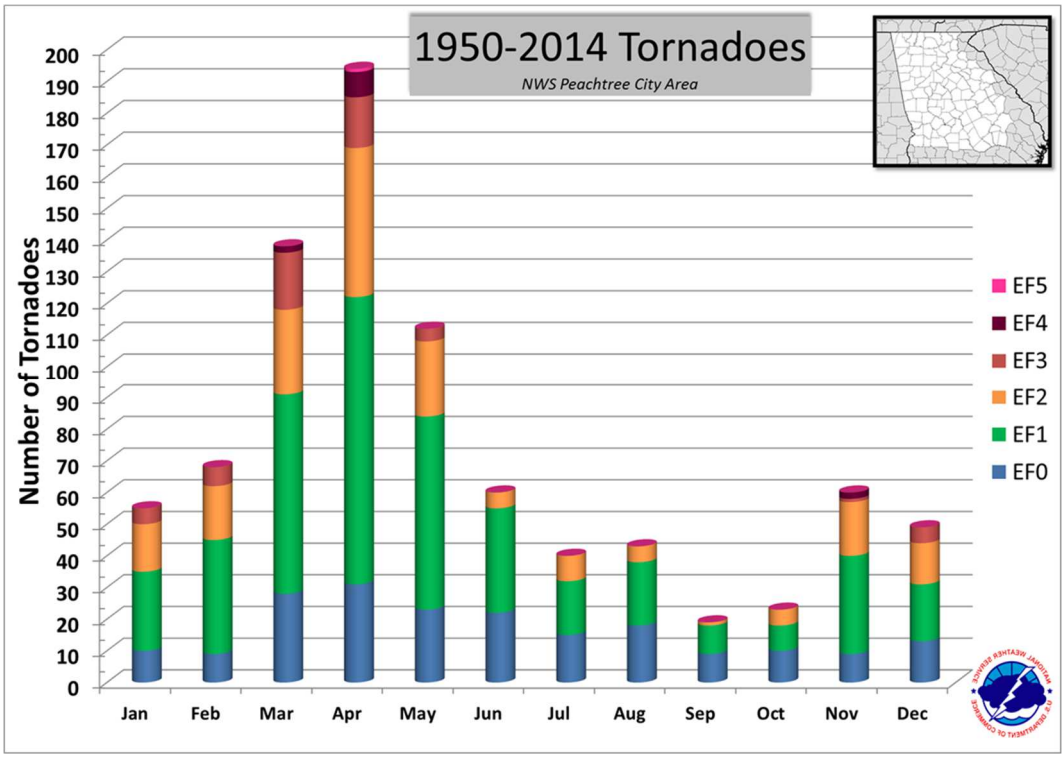
For an estimate of potential losses, please refer to the Critical Facilities information located in Appendix C. Estimates of damage for the past events of the last 50 years are just over $31 million, or $624,920 annually. When only

events of the last 20 years are considered, yearly estimations increase dramatically to $855,500 annually.

Natural Hazard: **Tornado**

Land Use & Development Trends

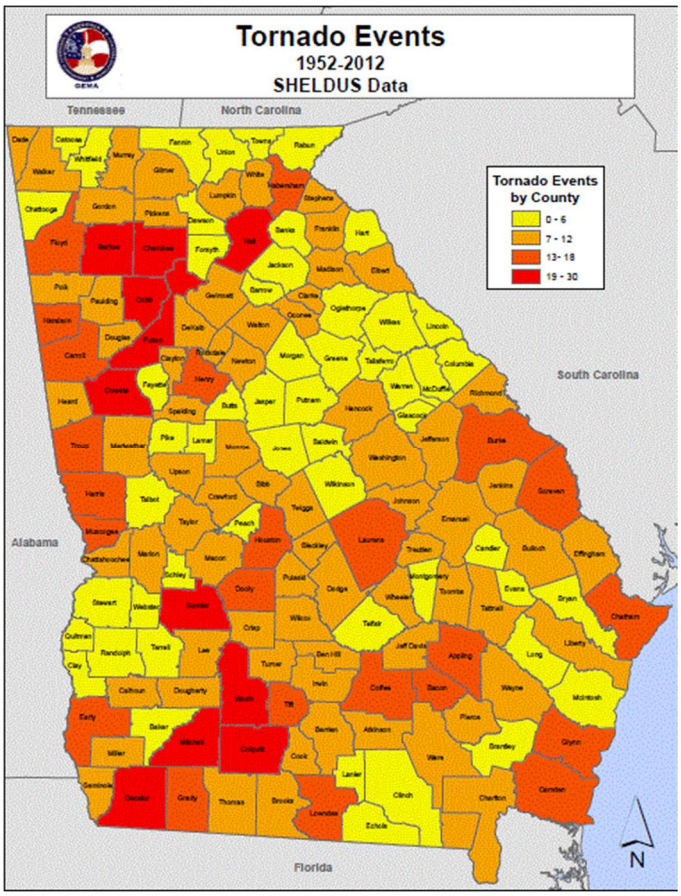
Hall County currently has no land use trends related to Tornadoes.



Multi-Jurisdictional Considerations

All portions of Hall County could potentially be impacted by a tornado due to the indiscriminate nature of tornadic events. Therefore, all mitigation actions identified regarding tornadoes should be pursued on a countywide basis and include all cities and towns located within Hall County.

Natural Hazard: **Tornado**



Hazard Summary

Hall County remains at risk to potential damage from tornadoes, especially considering the average of one tornado every 3.1 years over the last 50 years. Should a tornado strike in densely populated areas of the county, significant damage or loss of life could occur. Due to the destructive power of tornadoes, it is essential that the mitigation measures identified in this plan regarding tornado activity receive full consideration.

Natural Hazard: **Drought**

Hazard Description

Drought is a normal, recurrent feature of climate consisting of a deficiency of precipitation over an extended period (usually a season or more). This deficiency results in a water shortage for some social or environmental sector. Drought should be judged relative to some long-term average condition of balance between precipitation and evapotranspiration in a particular area that is considered "normal." Drought should not be viewed as only a natural hazard because the demand people place on water supply affects perceptions of drought conditions. From limited water supplies in urban areas to insufficient water for farmland, the impacts of drought are vast.

Droughts occur in virtually every climatic zone and on every continent. Because the impacts of drought conditions are largely dependent on the human activity in the area, the spatial extent of droughts can span a few counties to an entire country.

Temporal characteristics of droughts are drastically different from other hazards due to the possibility of extremely lengthy durations as well as a sluggish rate of onset. Drought conditions may endure for years or even decades. This factor implicates drought as having a high potential to cause devastation on a given area. The duration characteristic of droughts is so important that droughts are classified in terms of length of impact. Droughts lasting 1 to 3 months are considered short term, while droughts lasting 4 to 6 months are considered intermediate and droughts lasting longer than 6 months are long term. With the slow rate of onset, most populations have some inkling that drought conditions are increasingly present. However, barring drastic response measures, most only have to adapt to the changing environment.

Seasonality has no general impact on droughts in terms of calendar seasons. However, "wet" and "dry" seasons obviously determine the severity of drought conditions. In other words, areas are less susceptible to drought conditions if the area is experiencing a wet season. The frequency of droughts in undetermined due to the fact that the hazard spans such a long period of time. However, climatologists track periods of high and low moisture content similarly to the tracking of cooling and warming periods.

Hazard Profile

The Hall County HMPC reviewed data for the last 50 years regarding drought conditions. Historically, agricultural losses have accounted for the vast amount of losses related to drought conditions.

Natural Hazard: **Drought**

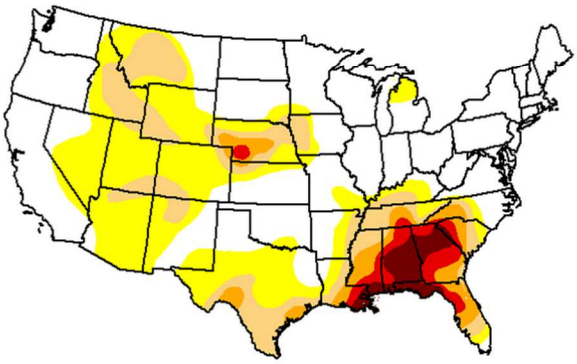
(Hazard Profile Continued)

Due to poor record keeping and the unpredictable nature of drought conditions, reliability of historical data for the last 50 years is low. Hall County has been impacted by 10 drought events in the last 20 years, according to data from the National Climatic Data Center. These droughts totaled $934,310 in crop damages. This amounts to a 50% chance of a drought for a given year over the last 20 years and an average impact of $46,716 annually.

There have been two recent examples of "exceptional" drought events affecting Hall County. These events occurred in 2000 and 2007. The 2000 event had a documented crop loss of over $934,310. Both of these events reached the D4 (Exceptional Drought) designation, according to data from the United States Drought Monitor. Below are maps of these two events.

U.S. Drought Monitor

CONUS



July 25, 2000

(Released Thursday, Jul. 27, 2000)

Valid 7 a.m. EST

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	50.13	49.87	22.86	9.32	5.19	2.59
Last Week 7/18/2000	50.54	49.46	22.38	8.77	5.43	2.12
3 Months Ago 4/25/2000	56.15	43.85	24.29	13.06	1.48	0.00
Start of Calendar Year 1/4/2000	49.00	51.00	23.35	9.45	0.00	0.00
Start of Water Year	-	-	-	-	-	-
One Year Ago	-	-	-	-	-	-

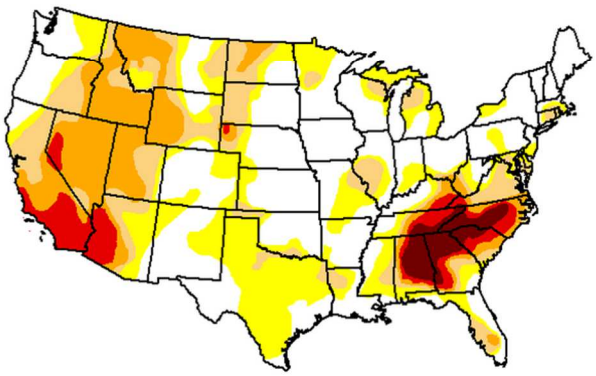
Intensity:

- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.

Author(s):
Staff
National Drought Mitigation Center

Natural Hazard: **Drought**



November 20, 2007
(Released Thursday, Nov. 22, 2007)
Valid 7 a.m. EST

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	39.57	60.43	36.97	22.42	8.06	2.93
Last Week 11/13/2007	42.20	57.80	36.10	22.52	7.55	2.72
3 Months Ago 8/21/2007	35.36	64.64	48.75	33.29	12.50	2.86
Start of Calendar Year 1/2/2007	50.01	49.99	25.63	12.62	5.93	0.33
Start of Water Year 9/25/2007	41.29	58.71	43.95	30.02	11.81	2.28
One Year Ago 11/21/2006	56.51	43.49	26.09	13.51	6.39	0.17

Intensity:
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.

Author(s):
Richard Heim
NCDC/NOAA

Events of this extent can cause water shortages for residential and corporate needs, as well as affecting the ability for firefighting operations to be properly effective. Drought conditions of this extent can have devastating effects on the local agricultural industries, which has occurred in previous D4 level droughts.

Assets Exposed to the Hazard

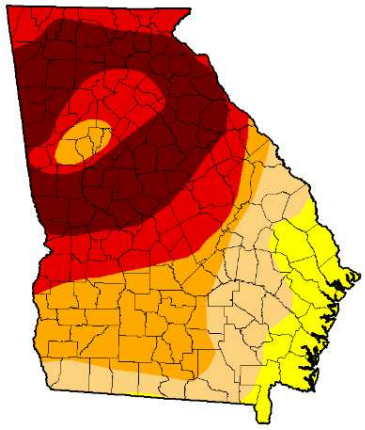
While drought conditions do not typically pose a direct threat to structures, secondary hazards from drought such as increased wildfire threat, does pose a significant threat to all public and private property in Hall County, including all critical facilities. Water resources could also become scarce during a drought, a condition that would potentially affect all Hall County residences and critical facilities.

Estimated Potential Losses

No damage to structures or critical facilities is expected as a direct result of drought conditions. However, crop damage and subsequent losses can be expected to occur as a result of drought conditions. The degree of losses would depend on the duration of the drought, severity of the drought, temperatures during the drought, season in which the drought occurs, and the specific needs of the involved crops. Water system shortages and need for supply assistance for those systems could also lead to economic losses associated with the drought.

Natural Hazard: **Drought**

According to the 2012 Agriculture Census data, Hall County's market value of products sold was $166,344,000. $3,451,000 of that total represented crop sales, accounting for 2.1% of the total. Livestock sales accounted for 97.9%, or $162,893,000, of the total value.



December 6, 2016
(Released Thursday December 8, 2016)
Valid 7 a.m. EST

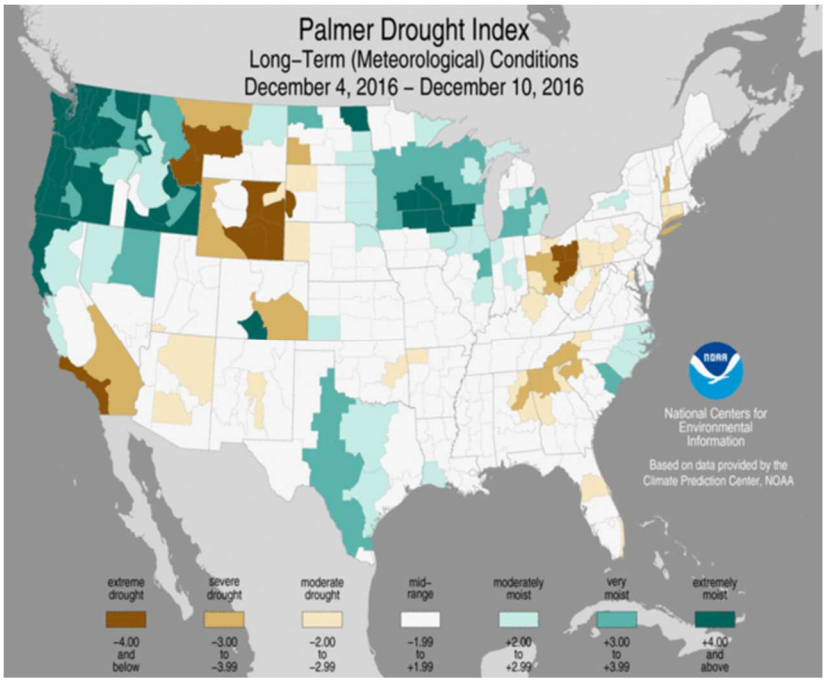
Statistics type: Traditional Percent Area Export table: DWO CSV XLS

Week	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current 2016-12-06	0.00	100.00	89.31	72.00	50.18	27.25
Last Week 2016-11-29	0.00	100.00	88.87	74.56	62.36	33.22
3 Months Ago 2016-09-06	41.84	58.16	39.80	27.26	5.27	0.00
Start of Calendar Year 2015-12-29	87.36	12.64	0.00	0.00	0.00	0.00
Start of Water Year 2016-09-27	35.37	64.63	45.84	34.50	14.67	1.58
One Year Ago 2015-12-08	88.59	11.41	0.00	0.00	0.00	0.00

Estimated Population in Drought Areas: **8,987,693** View More Statistics

Intensity:
D0 (Abnormally Dry)
D1 (Moderate Drought)
D2 (Severe Drought)
D3 (Extreme Drought)
D4 (Exceptional Drought)

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.



Natural Hazard: **Drought**

Land Use & Development Trends

As growth continues, drought can become a larger threat for Hall County due to the increased reliance on water infrastructure and wells countywide. This increased pull on these resources in Hall County could quicken or deepen the impacts of a drought for residential, commercial, and industrial areas.

Multi-Jurisdictional Considerations

All portions of Hall County could potentially be impacted by a drought, but agricultural areas of the county are potentially more at risk. Therefore, all mitigation actions identified regarding drought should be pursued on a countywide basis and include all cities and towns located within Hall County.

Hazard Summary

Drought conditions can cause significant economic stress on the agriculture and forestry interests of Hall County. The potential negative secondary impacts of drought are numerous. They include increased wildfire threat, decreased water supplies for residential and industrial needs, stream-water quality, and water recreation facilities. The Hall County HMPC recognizes the potential threats drought conditions could have on the community and have identified specific mitigation actions as a result.

Natural Hazard: **Wildfire**

Hazard Description

A wildfire is an uncontained fire that spreads through the environment. Wildfires have the ability to consume large areas, including infrastructure, property, and resources. When massive fires, or conflagrations, develop near populated areas, evacuations could possibly ensue. Not only do the flames impact the environment, but the massive volumes of smoke spread by certain atmospheric conditions also impact the health of nearby populations.

Wildfires result from the interaction of three crucial elements: fuel, ignition (heat), and oxygen. Natural and manmade forces cause the three crucial elements to coincide in a manner that produces wildfire events. Typically, fuel consists of natural vegetation. However, as the urban and suburban footprint expands, wildfires may utilize other means of fuel, such as buildings. In terms of ignition or source of heat, the primary source is lightning. However, humans are more responsible for wildfires than lightning. Manmade sources vary from the unintentional, such as fireworks, campfires or machinery, to intentional arson. With these two elements provided, the wildfires may spread as long as oxygen is present.

Weather is the most variable factor affecting wildfire behavior. Strong winds propel wildfires quickly across most landscapes unless firebreaks are present. Shifting winds create erratic wildfires, which can complicate fire management efforts. Dry conditions provide faster-burning fuels, either making the area more vulnerable to wildfire or increasing the mobility of preexisting wildfires.

Wildfires are notorious for spawning secondary hazards, such as flash flooding and landslides, long after the original fire is extinguished. Both flash flooding and landslides result from fire consuming the natural vegetation that provides precipitation interception and infiltration as well as slope stability.

All of Georgia is prone to wildfire due to the presence of wildland fuels associated with wildfires. Land cover associated with wildland fuels includes coniferous, deciduous, and mixed forest; shrubland; grassland and herbaceous; transitional; and woody and emergency herbaceous wetlands. The spatial extent of wildfire events greatly depends on both the factors driving the fire as well as the efforts of fire management and containment operations.

Natural Hazard: **Wildfire**

(Hazard Description Continued)

In terms of seasonality, wildfires can occur during any season of the year. However, drier seasons, which vary within the State of Georgia, are more vulnerable to severe wildfires because of weather patterns and the abundant quick-burning fuels. In terms of rate of onset and duration, wildfires vary depending on the available fuels and weather patterns. Some wildfires can engulf an area in a matter of minutes from the first signs whereas others may be slower burning and moving. The frequency of wildfires is not typically measured because of the high probability of human ignition being statistically unpredictable. Magnitude and intensity are typically only measured by size of the wildfire and locations of burning.

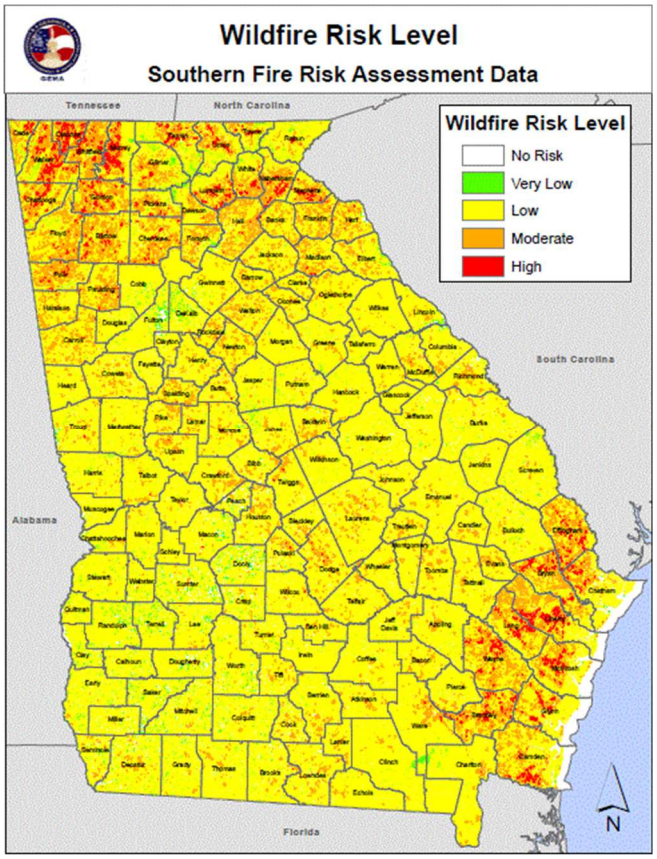
Three classes of fires include understory, crown, and ground fires. Naturally-induced wildfires burn at relatively low intensities, consuming grasses, woody shrubs, and dead trees. These understory fires often play an important role in plant reproduction and wildlife habitat renewal and self-extinguish due to low fuel loads or precipitation. Crown fires, which consist of fires consuming entire living trees, are low probability but high consequence events due to the creation of embers that can be spread by the wind. Crown fires typically match perceptions of wildfires. In areas with high concentrations of organic materials in the soil, ground fires may burn, sometimes persisting undetected for long periods until the surface is ignited.

Hazard Profile

Wildfires pose a serious threat to Hall County. This is a result of the high amount of forestland and vegetation available to fuel potential wildfires. Also, there is an increasing amount of wildland-urban interface (WUI) in Hall County, which is defined as areas where structures and other human development meets undeveloped wildland properties. 98% of Hall County's population lives within the WUI.

Wildfire statistics were not available for the 50 year timeframe at the time of this profile. Over the last 7 years, documentation for 477 wildfire events was found. This equates to approximately 68 wildfires per year in Hall County and a 100% annual chance of a wildfire event occurring in any given year.

Natural Hazard: **Wildfire**



Assets Exposed to the Hazard

All public and private property located within the Wildland-Urban Interface, including critical infrastructures, are susceptible to impacts from wildfires. Due to the large area of wildland area in Hall County and the large amount of WIU, all public and private property, including critical infrastructures, could be directly or indirectly impacted by the threat of wildfire.

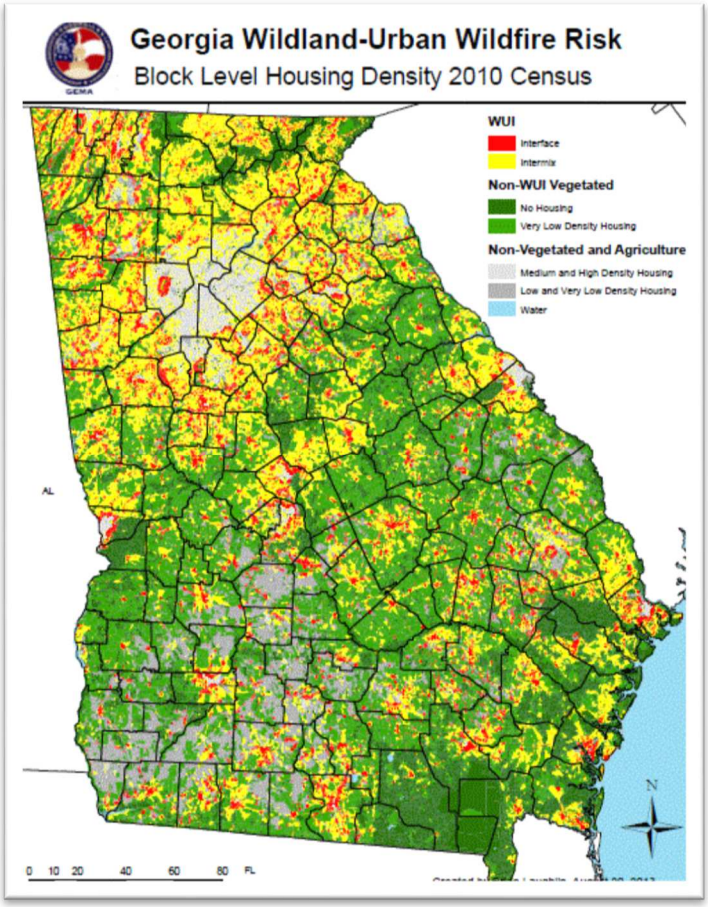
Estimated Potential Losses

Little information is available regarding damages, in terms of dollars, for wildfire losses in Hall County. For loss estimation of all critical facilities potentially affected by wildfires, please see the critical facilities information located in Appendix C. According to the 2012 Ag Census by the USDA, Hall County has $3.451 Million in annual crop sales. These areas would potentially be impacted by a wildfire event.

Natural Hazard: **Wildfire**

Land Use & Development Trends

With the continued increase in population, Wildland-Urban Interface (WUI) is increasing in Hall County. The WUI creates areas where fire can easily move from wildland areas into developed areas and threaten structures and human life. The expansion of the WUI in Hall County complicated wildland fire management operations and planning initiatives. This development trend is expected to continue in the future.



Natural Hazard: **Wildfire**

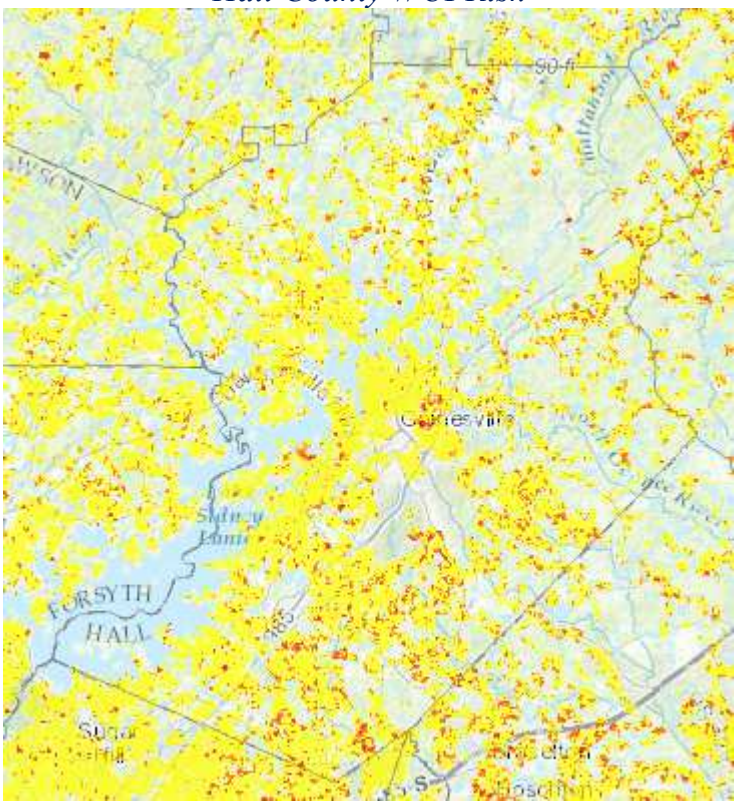
Multi-Jurisdictional Considerations

All portions of Hall County, including all municipalities, could potentially be impacted by a wildfire due to the large amount of Wildland-Urban Interface, but the less developed areas of the county are more vulnerable. Therefore, all mitigation actions identified regarding wildfires should be pursued on a countywide basis and include all cities and towns located within Hall County.

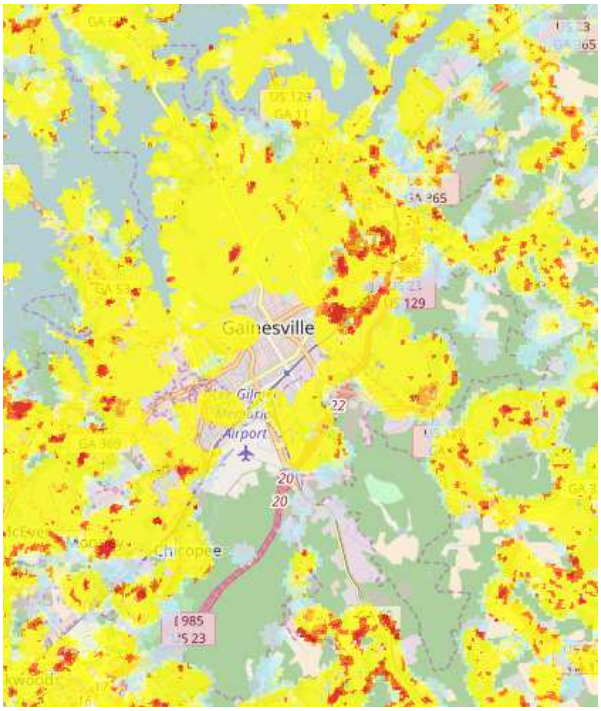
Hazard Summary

Wildfire is a significant threat to Hall County due to the increased amount of Wildland-Urban Interface. The increasing amount of area where structures and other human development meets undeveloped, wildland property is where 98% of Hall County's population lives. The mitigation measures identified in this plan should be aggressively pursued based on the high frequency of this hazard and the ability for wildfires to inflict devastation anywhere in Hall County.

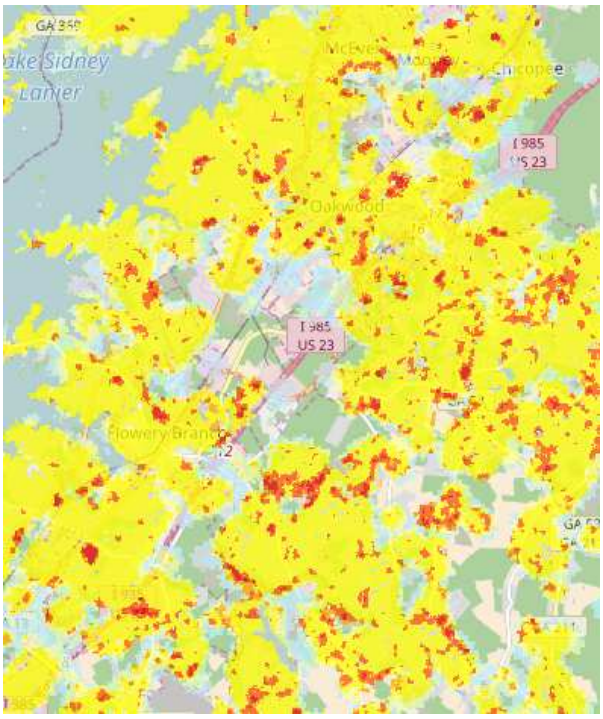
Hall County WUI Risk



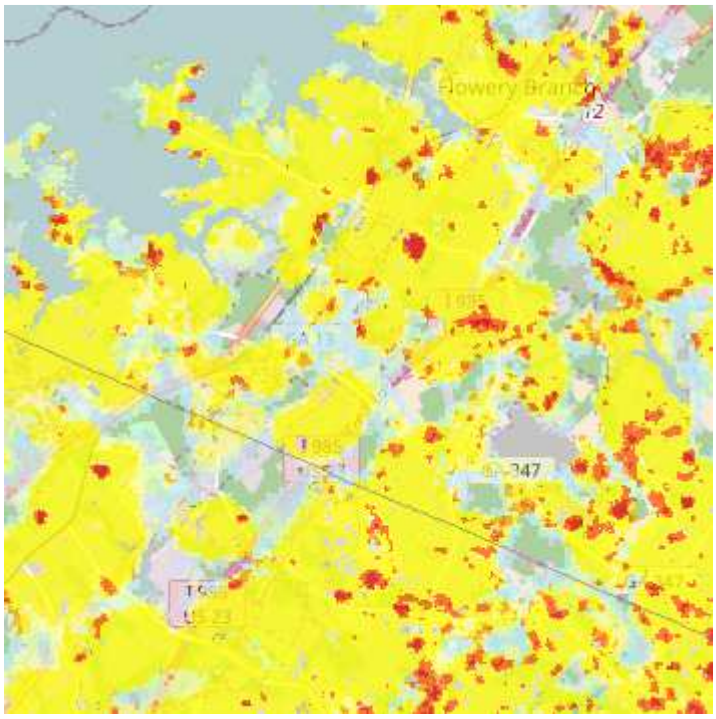
Gainesville WUI Risk



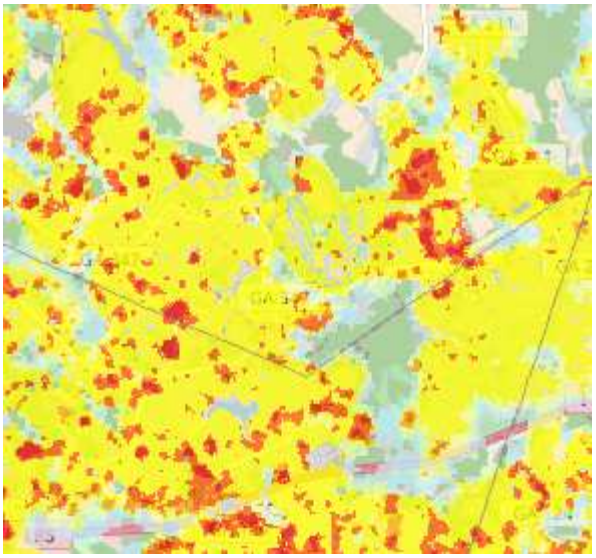
Oakwod and Flowery Branch WUI Risk



Buford WUI Risk

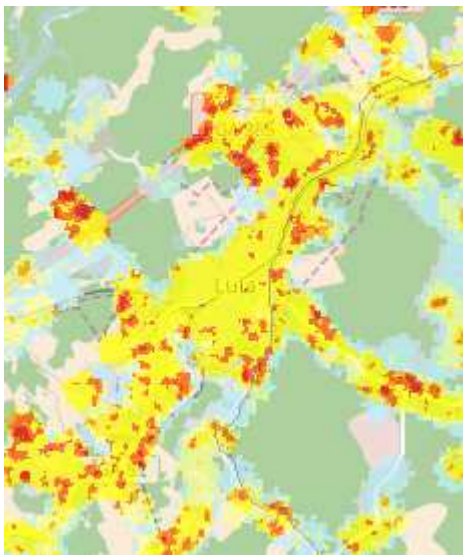


Braselton WUI Risk

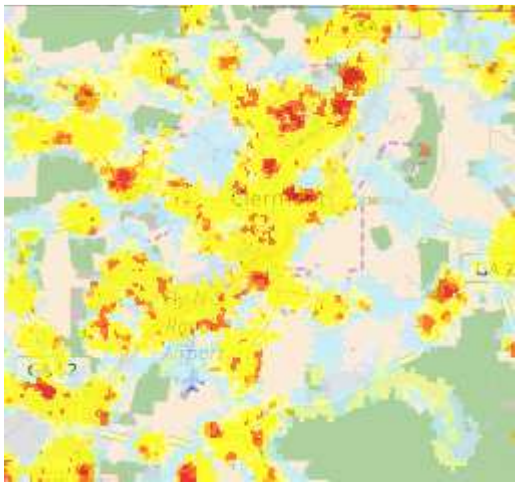


Gillsville WUI Risk

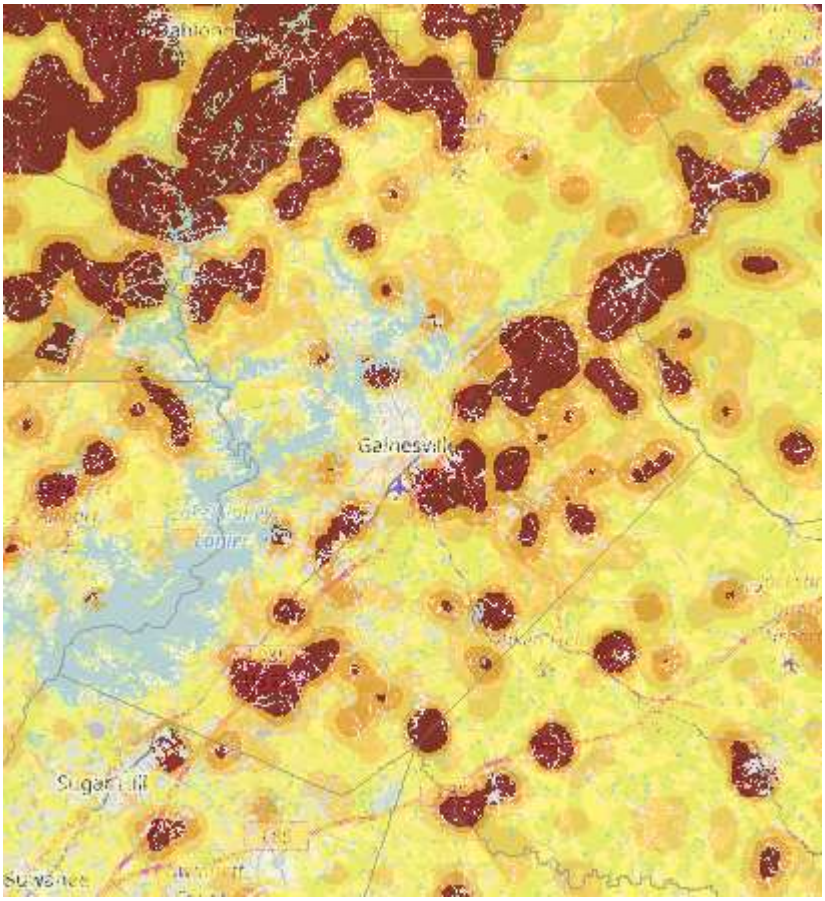
Lula WUI Risk



Clermont WUI Risk



Hall County Wildfire Ignition Density



Technological Hazard: **Hazardous Materials**

Hazard Description

Hazardous materials, or hazmat, refers to any materials that may pose a real hazard to human health and/or the environment because of its quantity, concentration, and/or physical or chemical characteristics. Hazardous materials include explosives, flammables, combustibles, oxidizers, toxic materials, radioactive substances, and corrosives. Specific federal and state regulations exist regarding the transport and storage of hazardous materials.

A hazardous materials spill or release occurs when a hazardous material gets into the environment in an uncontrolled fashion. Response to a hazmat spill or release depends greatly on the type of material involved and the subsequent physical and chemical characteristics. Major sources of hazardous materials spills include transportation accidents on roadways and railways, pipeline breaches, and spills into rivers and creeks. Jurisdictions with facilities that produce, process, or store hazardous materials are at risk, as are facilities that treat or dispose of hazardous materials.

Hazard Profile

Data from the United States Coast Guard National Response Center was reviewed regarding hazardous materials spill history in Hall County. Data is available from 1990 to 2015 and all available data was reviewed. There were 181 NRC reported hazardous materials spills or releases in Hall County over a 25 year period. It is anticipated that many more hazardous materials incidents have occurred over the last 25 years, but have not been reported. According to the NRC data, Hall County averages 7.2 hazardous materials incidents of a reportable amount in any given year. The reported incidents led to 17 fatalities and 24 injuries. The greatest threat for a hazardous materials spill comes from the transportation of materials through Hall County. This is particularly true for the Interstate 85 corridor that runs through the center of the county.

Hazardous materials releases can also be the result of railway or fixed facility incidents. Fixed facilities continue to be an increasing concern due to Hall County's growing industrial footprint. 37% of reported hazardous materials incidents have occurred at fixed facilities.

Technological Hazard: **Hazardous Materials**

Assets Exposed to Hazard

The environment is particularly vulnerable to the threat posed by hazardous materials. Waterways are at a high risk for contamination from hazardous materials. Over the past two decades, many waterways in Hall County have been impacted by hazardous materials spills. Public and private property located near fixed hazardous materials facilities are also a greater risk than the general population of Hall County.

Estimated Potential Losses

Estimation of potential losses is difficult with regard to hazardous materials due to the vast array of potential types of hazardous materials that could be involved in the incident and unknown costs regarding environmental damages. No recorded information was found regarding the losses associated with hazardous materials incidents in Hall County. However, a hazardous materials release, whether in transport or at a fixed facility, would incur significant costs regarding emergency response, potential road closures, evacuations, watershed protection measures, expended man-hours, and cleanup materials, equipment, and personnel.

Land Use and Development Trends

Hall County currently has no land use trends related to Hazardous Materials.

Multi-Jurisdictional Considerations

All of Hall County, including all municipalities, are vulnerable to both fixed facility and transportation-related hazardous materials releases.

Hazard Summary

Hazardous materials incidents pose a significant threat to the citizens, infrastructure, and critical facilities of Hall County. Unknown quantities of hazardous materials are transported daily through Hall County and its municipalities. These materials are transported via highways, with Interstate 85 being of greatest concern. As a result of the threat posed by hazardous materials, the Hall County HMPC has identified mitigation actions directly related to this threat.

Technological Hazard: **Dam Failure**

Hazard Description

Georgia law defines a dam as any artificial barrier, which impounds or diverts water, is 25 feet or more in height from the natural bed of a stream, or has an impounding capacity at maximum water storage evaluation of 100 acre-feet or more. Dams are generally constructed to provide a ready supply of water for drinking, irrigation, recreation, and other purposes. Dams can be constructed from earth, rock, masonry, concrete or any combination of these materials.

Dam failure is a term used to describe a significant breach of a dam and the subsequent loss of contained water. Dam failure can cause significant damages downstream to structures, roads, utilities, and crops. Dam failure can also put human and animal lives at risk. National statistics indicate that one-third of all dam failures in the United States are caused by overtopping due to inadequate spillway design, debris blocking spillways, or settlement of the dam crest. Another third of all US dam failures are the result of foundation defects, including settlement and slope instability.

Hazard Profile

Hall County has 2 category I and 22 category II dams. Category I dams are those that would pose a possible threat to human life if a failure were to occur. All category I dams must be inspected annually according to Georgia's Safe Dams Act.

The threat of a dam failure in Hall County could potentially lead to downstream flooding. This downstream flooding would have many of the same hazards as a flood event, but with the onset of such an event being much quicker than in a typical flood event.

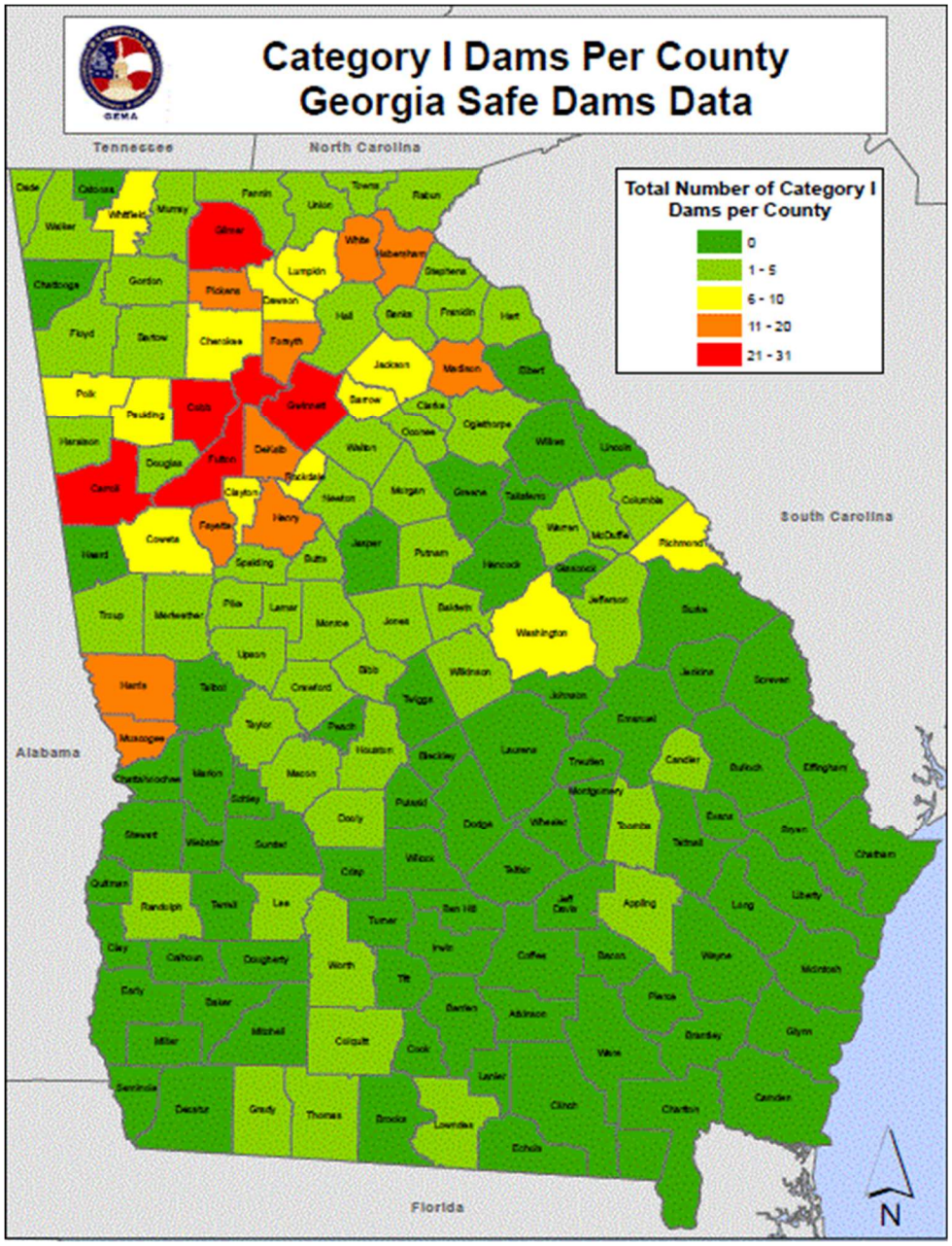
Assets Exposed to Hazard

To evaluate the assets that would potentially be impacted by a dam failure, the Hall County HMPC attempted to identify known structures within, or close to, the 100-year floodplain, particularly those downstream from a category I dam. Hall County's municipalities, could be exposed to the hazards of other dams or face secondary hazards from the category I dams.

Estimated Potential Losses

For loss estimations, please refer to the critical facilities information in Appendix C.

Technological Hazard: **Dam Failure**



Technological Hazard: **Dam Failure**

Land Use and Development Trends

Hall County continues to have population increases as Metro Atlanta expands into Hall. This continued population growth within Hall County has led to a 29% population increase between 2000 and 2010.

Hall County participates in the National Flood Insurance Program (NFIP) and follows the program's guidelines to ensure future development is carried out in the best interests of the public. The County (CID No. 130466) first entered the NFIP on January 31, 1984. According to the NFIP guidelines, the County has executed a Flood Damage Prevention Ordinance. This ordinance attempts to minimize the loss of human life and health as well as minimize public and private property losses due to flooding. The ordinance requires any potential flood damage be evaluated at the time of initial construction and that certain uses be restricted or prohibited based on this evaluation. The ordinance also requires that potential homebuyers be notified that a property is located in a flood area. In addition, all construction must adhere to the Georgia State Minimum Standard Codes and the International Building Codes. Currently, the Hall County municipalities of Braselton (CID No. 130343), Buford (130323), Clermont (130332), Flowery Branch (130333), Gainesville (130263), Lula (130562), and Oakwood (130334) also participate in NFIP. The town of Gillsville (130561) currently does not participate in NFIP.

Multi-Jurisdictional Considerations

During a dam failure event, many portions of Hall County would potentially be impacted by flooding. However, the area's most prone to flooding have historically been those areas located within the 100-year floodplain and downstream from dams. This is particularly true for areas downstream of one of Hall County's category I dams.

Hazard Summary

Dam failure poses a threat to Hall County and its citizens, infrastructure, and critical facilities. A dam failure at any of the category I dams could prove catastrophic for areas downstream of the dam. As a result, mitigation efforts for dam failure should be focused in this potentially affected area.

CHAPTER FOUR
–
HAZARD MITIGATION STRATEGIES

Summary of Updates to Chapter Four

The following table provides a description of each section of this chapter, and a summary of the changes that have been made to the Hall County Hazard Mitigation Plan 2010.

Chapter 4 Section	Updates
Goals and Objectives	• Updated goals to match the needs of Hall County and its municipalities
Identification and Analysis of Mitigation Techniques	• The beginning of this section includes new information regarding rating the mitigation strategies based upon the EMAP Standard Hazard Mitigation Section • The Mitigation Strategies have been updated, reorganized by objective, and new strategies have been added • A chart of completed Mitigation Strategies has been added
Multi-Jurisdictional Considerations	• Revised • Multi-Jurisdictional considerations listed for each identified hazard

Goals and Objectives

Requirement §201.6(c)(3)

Requirement §201.6(c)(3)(i)

It is important that State and local government, public-private partnerships, and the average citizen can see the results of these mitigation efforts, therefore, the goals and strategies need to be achievable. The mitigation goals and objectives form the basis for the development of specific mitigation actions. County and municipal officials should consider the listed goals before making community policies, public investment programs, economic development programs, or community development decisions for their communities. The goals of Hall County have changed slightly since 2010 due to specific threat events, such as the snow and ice storms of 2014 and the tornado events of April 2011. The 2014 Ice Storms, in particular, led to changes at the State and local levels regarding the importance of winter weather preparedness, both for the general public and the response ability of local jurisdictions, including Hall County. Because of the recentness of the impacts of these hazards and the devastation that occurred, these types of events have taken a greater priority, particularly in the increased priority of mitigation strategies directly related to these events and the development of new mitigation strategies related to these hazards.

Each jurisdiction covered by the Hall County Hazard Mitigation plan update – Hall County and all municipalities – has limited ability to fully implement the mitigation actions described in this plan. These jurisdictions are severely hampered by their small population and tax base when attempting to raise sufficient revenue to pursue many of these actions. All jurisdictions lack the needed financial strength and staffing to implement all of the actions described in this plan. Many of the actions will be pursued through grant programs and by partnering with public and private organizations who can supplement the needed resources to accomplish the goals outlined in this plan. For actions where grant funding or partnerships are not available, Hall County or municipality revenue streams may be supplemented through Special Purpose Local Option Sales Tax (SPLOST) funds, which are voted on by the electorate.

GOAL 1 Maximize the use of all resources by promoting intergovernmental coordination and partnerships in the public and private sectors

GOAL 2 Harden communities against the impacts of disasters through the development of new mitigation strategies and strict enforcement of current regulations that have proven effective

GOAL 3	Reduce and, where possible, eliminate repetitive damage, loss of life and property from disasters
GOAL 4	Bring greater awareness throughout the community about potential hazards and the need for community preparedness

These objectives state a more specific outcome that Hall County strives to accomplish over the next five years. Action steps are the specific steps necessary to achieve these objectives. Objectives are not listed in order of importance.

OBJECTIVE1	Reduce damage to property and loss of life from flooding
OBJECTIVE 2	Minimize the damage to property and loss of life resulting from high wind events
OBJECTIVE 3	Provide advanced severe weather warning
OBJECTIVE 4	Provide educational awareness to citizens regarding the dangers of natural hazards
OBJECTIVE 5	Implement initiatives for water conservation and wildfire protection
OBJECTIVE 6	Increase the ability of Hall County, its municipalities, and its citizens to respond to natural and manmade hazards
OBJECTIVE 7	Maintain continuity of critical operations during and after hazard events
OBJECTIVE 8	Minimize damage to property and loss of life resulting from winter storm events
OBJECTIVE 9	Increase Hall County's Knowledge of and ability to respond to Manmade Hazard Events

Identification and Analysis of Mitigation Techniques

Requirement §201.6(c)(3)(iv)

Requirement §201.6(c)(3)(iii)

In updating Hall County's mitigation strategy, a wide range of activities were considered in order to help achieve the mitigation goals and objectives. This includes the following activities as by the Emergency Management Accreditation Program (EMAP):

1) The use of applicable building construction standards;

2) Hazard avoidance through appropriate land-use practices;

3) Relocation, retrofitting, or removal of structures at risk;

4) Removal or elimination of the hazard;

5) Reduction or limitation of the amount or size of the hazard;

6) Segregation of the hazard from that which is to be protected;

7) Modification of the basic characteristics of the hazard;

8) Control of the rate of release of the hazard;

9) Provision of protective systems or equipment for both cyber or physical risks;

10) Establishment of hazard warning and communication procedures; and

11) Redundancy or duplication of essential personnel, critical systems, equipment, and information materials.

Part of the prioritization includes a general assessment according to the STAPLEE criteria, which stands for Social, Technical, Administrative, Political, Legal, Economic and Environmental. This process led to three designated priorities: High, Medium, and Low. Most items that require grant funding must undergo a full Benefit Cost Analysis to determine the action's actual cost effectiveness prior to funding. This process will be completed as part of the grant opportunity application process.

Strategy Priority	Priority Description	Strategies within this priority
LOW	Low priority strategies are those strategies that will have less direct impact on mitigating Hall County's hazards, are in the early stages of strategy development, or score poorly on a preliminary cost-benefit analysis	**1.c; 1.d; 1.g; 5.d; 7.c; 8.g**
MEDIUM	Medium priority strategies are those strategies that will have a direct impact on mitigation Hall County's hazards, but will not have as large of an anticipated impact as High Priority strategies or may be focused on hazards that are not as potentially impactful or prevalent for Hall County. These strategies may be in the earlier stages of development or score mediocre on a preliminary cost-benefit analysis	**1.e; 1.f; 2.a; 2.b; 5.a; 5.c; 7.a; 7.b; 8.c; 8.e; 8.f**
HIGH	High priority strategies are those strategies that would have a direct, large impact on mitigation Hall County's hazards. These strategies are oftentimes well-established needs of Hall County and/or its municipalities and have score high on a preliminary cost-benefit analysis	**1.a; 1.b; 1.h; 1.i; 1.j; 1.k; 1.l; 1.m; 1.n; 1.o; 1.p; 3.a; 4.a; 4.b; 5.b; 5.e; 5.f; 6.a; 6.b; 8.a; 8.b; 8.d**

The lead agency listed in the Mitigation Strategy charts will be responsible for the jurisdictional administration and implementation of the mitigation strategy prioritization. Prioritization was determined based on many factors. These include the likelihood of the event, the potential impact of the event, the current readiness posture of Hall County for the event, the all-hazard impact of the mitigation strategy, and a cost-benefit analysis for the mitigation action. For example, mitigation actions that address high-likelihood, high-impact events with a low cost would rate higher than low-likelihood, high-impact events with a high cost.

All mitigation strategies considered by the Hall County Hazard Mitigation Plan Update Committee can be classified under one of the following six (6) broad categories of mitigation techniques:

Prevention

Requirement §201.6(c)(3)(ii)

Preventative activities are intended to keep hazard problems from getting worse and are typically administered through government programs or regulatory actions that influence the way land is developed and buildings are built. They are particularly effective in reducing a community's future vulnerability, especially in areas where development has not occurred or capital improvements have not been substantial. Examples of preventative activities in this updated plan are listed in the following table:

Natural Hazards	Mitigation Strategies
Drought	5.e; 5.f
Flood	1.a; 1.b; 1.c; 1.d; 1.g; 1.h; 1.i; 1.j; 1.k; 1.l; 1.m; 1.n; 1.o; 1.p
Thunderstorms	1.g; 7.b
Tornadoes	7.b
Wildfire	5.a; 5.e; 5.f; 7.b
Winter Storms	7.b; 7.c
Technological Hazards	**Mitigation Strategies**
Hazardous Materials	8.a; 8.e
Dam Failure	8.f; 8.g

Property Protection

Property protection measures involve the modification of existing buildings and structures to help them better withstand the forces of a hazard, or involve the removal of the structures from hazardous locations. Examples of property protection in this updated plan are listed in the following table:

Natural Hazards	Mitigation Strategies
Drought	
Flood	
Thunderstorms	2.b
Tornadoes	2.b
Wildfire	
Winter Storms	
Technological Hazards	**Mitigation Strategies**
Hazardous Materials	
Dam Failure	

Natural Resource Protection

Natural resource protection activities reduce the impact of natural hazards by preserving or restoring natural areas (ex: floodplains, wetlands, steep slopes, sand dunes) and their protective functions. Parks, recreation, or conservation agencies and organizations often implement these protective measures. Examples of natural resource protection in this updated plan are listed in the following table:

Natural Hazards	Mitigation Strategies
Drought	
Flood	
Thunderstorms	5.c
Tornadoes	5.c
Wildfire	5.c
Winter Storms	5.c
Technological Hazards	**Mitigation Strategies**
Hazardous Materials	
Dam Failure	

Structural Projects

Structural mitigation projects are intended to lessen the impact of a hazard by modifying the environmental natural progression of the hazard event through construction. They are usually designed by engineers and managed or maintained by public works staff. Examples of structural projects in this updated plan are listed in the following table:

Natural Hazards	Mitigation Strategies
Drought	
Flood	1.e
Thunderstorms	1.e; 2.a
Tornadoes	2.a
Wildfire	
Winter Storms	
Technological Hazards	**Mitigation Strategies**
Hazardous Materials	
Dam Failure	

Emergency Services

Although not typically considered a "mitigation" technique, emergency service measures do minimize the impact of a hazard event on people and property. These commonly are actions taken immediately prior to, during, or in response to a hazard event. Examples of emergency services in this updated plan are listed in the following table:

Natural Hazards	Mitigation Strategies
Drought	
Flood	1.f; 5.d; 6.a; 6.b
Thunderstorms	1.f; 3.a; 6.a; 6.b
Tornadoes	3.a; 6.a; 6.b
Wildfire	5.d; 6.a; 6.b
Winter Storms	6.a; 6.b; 7.a
Technological Hazards	**Mitigation Strategies**
Hazardous Materials	8.c; 8.d
Dam Failure	

Public Education and Awareness

Public education and awareness activities are used to advise residents, elected officials, business owners, potential property buyers, and visitors about hazards, hazardous areas, and mitigation techniques that they can use to protect themselves and their property. Examples of public education and awareness strategies in this updated plan are listed in the following table:

Natural Hazards	Mitigation Strategies
Drought	
Flood	
Thunderstorms	4.b
Tornadoes	4.b
Wildfire	5.b
Winter Storms	4.a
Technological Hazards	**Mitigation Strategies**
Hazardous Materials	8.b
Dam Failure	

Overall

Mitigation Technique	Percentage
Prevention	46.9%
Property Protection	2.0%
Natural Resource Protection	2.0%
Structural Projects	4.1%
Emergency Services	16.3%
Public Education and Awareness	10.2%

The following Mitigation Charts meet:
Requirement §201.6(c)(3)(ii)
Requirement §201.6(d)(3)

#	Mitigation Action	Lead Agency or Department *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Drought	Wildfire	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Source	Previous Strategy Number
OBJECTIVE ONE: Reduce damage to property and loss of life from flooding															
1.a	Utilize planning and zoning regulations to deter development in the flood plains	Hall County and municipal planning departments *Hall County and all municipalities*	**X**		**X**				Local budgets	Staff time	12 months	**Ongoing**	**High**	**2010 Plan**	**Flood 1**
1.b	Enforce building design standards related to flooding	Hall County and municipal planning departments *Hall County and all municipalities*	**X**						Local budgets	Staff time	12 months	**Ongoing**	**High**	**2010 Plan**	**Flood 2 (Mod)**

#	Mitigation Action	Lead Agency or Department *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Drought	Wildfire	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Source	Previous Strategy Number
1.c	Provide flood protection for national historic registry sites	Hall County and municipal planning departments *Hall County and all municipalities*	**X**						Public and private grants and/or local budgets	Unknown	48 months	**Sites in flood plain identified**	**Low**	**2010 Plan**	**Flood 3**
1.d	Participate in NFIP Community Rating System (CRS)	Hall County and municipal planning departments *Hall County and all municipalities*	**X**						Public and private grants and/or local budgets	Unknown	60 months	**Ongoing**	**Low**	**2010 Plan**	**Flood 4**

#	Mitigation Action	Lead Agency or Department *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Drought	Wildfire	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Source	Previous Strategy Number
1.e	Improve road construction related to flooding (elevated roadways, culverts, etc.)	Hall County and municipal public works departments *Hall County and all municipalities*	**X**		**X**				Public and private grants and/or local budgets	Unknown	60 months	**Ongoing**	**Med**	**2010 Plan**	**Flood 7**
1.f	Purchase a portable bridge to provide emergency ingress/egress during flood events	Hall County EMA; Hall County and municipal public works departments *Hall County and all municipalities*	**X**		**X**				Public and private grants and/or local budgets	Unknown	60 months	**NEW**	**Med**	**NEW**	**NEW**

#	Mitigation Action	Lead Agency or Department *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Drought	Wildfire	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Source	Previous Strategy Number
1.g	Create a database of developments with detention/ storm water ponds	Hall County and municipal planning departments *Hall County and all municipalities*	**X**		**X**				Local budgets	Staff time	24 months	**NEW**	**Low**	**NEW**	**NEW**
1.h	Maintain NFIP Compliance	Hall County *Hall County*	**X**						Local budgets	Staff time	12 months	**NEW; Ongoing**	**High**	**NEW**	**NEW**
1.i	Maintain NFIP Compliance	City of Gainesville *City of Gainesville*	**X**						Local budgets	Staff time	12 months	**NEW; Ongoing**	**High**	**NEW**	**NEW**

#	Mitigation Action	Lead Agency or Department *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Drought	Wildfire	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Source	Previous Strategy Number
1.j	Maintain NFIP Compliance	City of Braselton *City of Braselton*	**X**						Local budgets	Staff time	12 months	**NEW; Ongoing**	**High**	**NEW**	**NEW**
1.k	Maintain NFIP Compliance	City of Flowery Branch *City of Flowery Branch*	**X**						Local budgets	Staff time	12 months	**NEW; Ongoing**	**High**	**NEW**	**NEW**
1.l	Maintain NFIP Compliance	City of Lula *City of Lula*	**X**						Local budgets	Staff time	12 months	**NEW; Ongoing**	**High**	**NEW**	**NEW**
1. m	Maintain NFIP Compliance	City of Oakwood *City of Oakwood*	**X**						Local budgets	Staff time	12 months	**NEW; Ongoing**	**High**	**NEW**	**NEW**

#	Mitigation Action	Lead Agency or Department *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Drought	Wildfire	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Source	Previous Strategy Number
1.n	Maintain NFIP Compliance	City of Buford *City of Buford*	**X**						Local budgets	Staff time	12 months	**NEW; Ongoing**	**High**	**NEW**	**NEW**
1.o	Maintain NFIP Compliance	Town of Gillsville *Town of Gillsville*	**X**						Local budgets	Staff time	12 months	**NEW; Ongoing**	**High**	**NEW**	**NEW**
1.p	Obtain NFIP Compliance	Town of Clermont *Town of Clermont*	**X**						Local budgets	Staff time	12 months	**NEW**	**High**	**NEW**	**NEW**
OBJECTIVE TWO: Minimize the damage to property and loss of life resulting from high wind events															

#	Mitigation Action	Lead Agency or Department *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Drought	Wildfire	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Source	Previous Strategy Number
2.a	Provide adequate storm sheltering locations for elderly population	Hall County EMA *Hall County and all municipalities*			**X**	**X**			Public and private grants and/or local budgets	Unknown	8 years	**None**	**Med**	**2010 Plan**	**Tornado 3**
2.b	Construct safe rooms/buildings in sub-divisions and mobile home parks	Hall County EMA *Hall County an all municipalities*			**X**	**X**			Public and private grants and/or local budgets	$25,000 - $200,000 per shelter	60 months	**Planning discussion**	**Med**	**2010 Plan**	**Tornado 5 (Mod)**
OBJECTIVE THREE: Provide advanced severe weather warning															
3.a	Purchase and install outdoor warning sirens	Hall County EMA *Hall County and all municipalities*			**X**	**X**			Public and private grants and/or local budgets	Unknown	36 months	**Ongoing; Some sirens installed**	**High**	**2010 Plan**	**Tornado 1(a)**
OBJECTIVE FOUR: Provide educational awareness to citizens regarding the dangers of natural hazards															

#	Mitigation Action	Lead Agency or Department *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Drought	Wildfire	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Source	Previous Strategy Number
4.a	Create a community outreach program regarding winter storms, particularly regarding roof damage and regulations	Hall County EMA and Hall County and municipal planning departments *Hall County and all municipalities*		**X**					Public and private grants and/or local budgets	Unknown	24 months	**NEW**	**High**	**NEW**	**NEW**
4.b	Create a community education campaign regarding safe sheltering during tornadoes/ severe thunderstorms	Hall County EMA *Hall County and all municipalities*			**X**	**X**			Public and private grants and/or local budgets	Unknown	24 months	**NEW**	**High**	**NEW**	**NEW**
OBJECTIVE FIVE: Implement initiatives for water conservation and wildfire protection															

#	Mitigation Action	Lead Agency or Department *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Drought	Wildfire	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Source	Previous Strategy Number
5.a	Utilize zoning regulations to discourage building in wildfire hazard areas	Hall County and municipal planning departments *Hall County and all municipalities*						**X**	Local budgets	Staff time	18 months	**Ongoing**	**Med**	**NEW**	**NEW**
5.b	Utilize Firewise Communities program to inform public about threat of wildfires and encourage planning initiatives	Hall County and municipal fire departments *Hall County and all municipalities*						**X**	Public and private grants and/or local budgets	Unknown	24 months	**NEW**	**High**	**NEW**	**NEW**

#	Mitigation Action	Lead Agency or Department *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Drought	Wildfire	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Source	Previous Strategy Number
5.c	Provide for proper maintenance of power lines, including clearing trees	Utility companies at behest of Hall County and municipal governments *Hall County and all municipalities*		**X**	**X**	**X**		**X**	Utility budgets	Unknown	24 months	**NEW**	**Med**	**NEW**	**NEW**
5.d	Purchase a Fire Boat	Hall County Fire Department *Hall County and Lake Lanier area*	**X**					**X**	Public and private grants and/or local budgets	Unknown	60 months	**NEW**	**Low**	**NEW**	**NEW**

#	Mitigation Action	Lead Agency or Department *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Drought	Wildfire	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Source	Previous Strategy Number
5.e	Institute water use ordinances	Municipal planning departments *Hall County and all municipalities*					**X**	**X**	Local budgets	Staff time	30 months	**Ongoing; in place in Braselton, Gainesville, and Hall County**	**High**	**NEW**	**NEW**
5.f	Enforce water use ordinances currently in place	Hall County, Braselton, and Gainesville planning departments *Hall County, Braselton, and Gainesville*					**X**	**X**	Local budget	Staff time	12 months	**Ongoing**	**High**	**NEW**	**NEW**
OBJECTIVE SIX: Maintain continuity of critical operations during and after hazard events															

#	Mitigation Action	Lead Agency or Department *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Drought	Wildfire	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Source	Previous Strategy Number
6.a	Update inventory of generators at critical facilities	Hall County EMA and Public Works *Hall County and all municipalities*	**X**	**X**	**X**	**X**		**X**	Local budgets	Staff time	24 months	**Ongoing**	**High**	**NEW**	**NEW**
6.b	Maintain generators at all critical facilities	Hall County EMA and Public Works *Hall County and all municipalities*	**X**	**X**	**X**	**X**		**X**	Local budgets	Staff time	24 months	**Ongoing**	**High**	**NEW**	**NEW**
OBJECTIVE SEVEN: Minimize damage to property and loss of life resulting from winter storm events															

#	Mitigation Action	Lead Agency or Department *Jurisdiction*	Flood	Winter Weather	Thunderstorm	Tornado	Drought	Wildfire	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Source	Previous Strategy Number
7.a	Locate a salt/gravel storage area for county and municipal use	Hall County and municipal public works *Hall County and all municipalities*		**X**					Public and private grants and/or local budgets	Unknown	48 months	**NEW**	**Med**	**NEW**	**NEW**
7.b	Amend construction standards to bury power lines in new developments	Municipal planning departments *Hall County and all municipalities*		**X**	**X**	**X**		**X**	Local budgets	Staff time	30 months	**NEW; in place in Hall County and Gainesville**	**Med**	**NEW**	**NEW**
7.c	Revise roof construction standards	Hall County and municipal planning departments *Hall County and all municipalities*		**X**					Local budgets	Staff time	60 months	**NEW**	**Low**	**NEW**	**NEW**

#	Mitigation Action	Lead Agency or Department *Jurisdiction*	Hazardous Materials	Dam Failure	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Source	Previous Strategy Number
OBJECTIVE EIGHT: Increase Hall County's Knowledge of and ability to Respond to Manmade Hazard Events											
8.a	Maintain safety procedures/ policies/plans in accordance with state and federal regulations	Hall County industry sites; Hall County EMA *Hall County and all municipalities*	**X**		Public and private grants and/or local budgets	Unknown	12 months	**Ongoing**	**High**	**NEW**	**NEW**
8.b	Maintain an active and viable LEPC	Hall County EMA *Hall County*	**X**		Public and private grants and/or local	Unknown	12 months	**Ongoing**	**High**	**NEW**	**NEW**

#	Mitigation Action	Lead Agency or Department *Jurisdiction*	Hazardous Materials	Dam Failure	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Source	Previous Strategy Number
		and all municipalities			budgets						
8.c	Equip and train a Hazardous Materials Response Team	Hall County EMA; Hall County and municipal fire departments *Hall County and all municipalities*	**X**		Public and private grants and/or local budgets	$300,000	60 months	**NEW**	**Med**	**NEW**	**NEW**
8.d	Continue to train and equip first responders in hazardous materials operations	Hall County EMA; Hall County and municipal fire departments	**X**		Public and private grants and/or local budgets	Unknown	12 months	**NEW; Ongoing**	**High**	**NEW**	**NEW**

#	Mitigation Action	Lead Agency or Department *Jurisdiction*	Hazardous Materials	Dam Failure	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Source	Previous Strategy Number
8.e	Provide zoning regulations to encourage the buffering of residential/ commercial and industrial sites	Hall County and municipal planning departments *Hall County and all municipalities*	X		Public and private grants and/or local budgets	$25,000	36 months	**NEW**	**Med**	**NEW**	**NEW**
8.f	Encourage safe dam design and planning	Hall County and municipal planning departments *Hall County and all municipalities*		X	Public and private grants and/or Local budgets	$25,000	36 months	**NEW; Ongoing**	**Med**	**NEW**	**NEW**
8.g	Develop a comprehensive dam inspection, maintenance, and enforcement program	Hall County and municipal planning departments		X	Public and private grants and/or local budgets	Unknown	60 months	**NEW**	**Low**	**NEW**	**NEW**

Completed Strategies

Previous Strategy #	Mitigation Strategy	Status
Winter Storms 1(a)	Purchase equipment necessary for winter weather road maintenance and response	COMPLETE
Winter Storms 2(a)	Provide critical facilities with generators	COMPLETE
Tornadoes 1(b)	Purchase an automated reverse 911 system	COMPLETE
Tornadoes 2	Provide weather radios to elderly and low-income populations	COMPLETE
Tornadoes 4	Strengthen future public and private structures against severe wind damage	COMPLETE
Flood 2	Adopt building standards to decrease damages during a flood event	COMPLETE; Modified
Flood 5	Update floodplain maps	COMPLETE

Multi-Jurisdictional Considerations

Thunderstorms

Thunderstorm events have occurred across all areas of Hall County. Crop damage from thunderstorm events would likely have the greatest impact in the rural areas of Hall County. However, property damage numbers would be highest in more heavily populated areas due to greater population density. Thunderstorms have the potential to impact all areas of Hall County.

Winter Storms

All portions of Hall County could potentially be impacted by a winter storm, including freezing rain, sleet, and snow. Therefore, all mitigation actions identified regarding winter storms should be pursued on a countywide basis and include all cities and town located within Hall County.

Flooding

During a large-scale flood event, many portions of Hall County would potentially be impacted by flooding. However, the area's most prone to flooding have historically been those areas located within the 100-year floodplain. All of Hall County and its municipalities could potentially be impacted.

Tornado

All portions of Hall County could potentially be impacted by a tornado due to the indiscriminate nature of tornadic events. Therefore, all mitigation actions identified regarding tornadoes should be pursued on a countywide basis and include all cities and town located within Hall County.

Drought

All portions of Hall County could potentially be impacted by a drought, but agricultural areas of the county are potentially more at risk. Therefore, all mitigation actions identified regarding drought should be pursued on a countywide basis and include all cities and town located within Hall County.

Wildfire

All portions of Hall County, including all municipalities, could potentially be impacted by a wildfire due to the large amount of Wildland-Urban Interface, but the less developed areas of the county are more vulnerable. Therefore, all mitigation actions identified regarding wildfires should be pursued on a countywide basis and include all cities and town located within Hall County.

Hazardous Materials Incidents

All of Hall County, including all municipalities, are vulnerable to both fixed facility and transportation-related hazardous materials releases

Dam Failure

During a dam failure event, many portions of Hall County would potentially be impacted by flooding. However, the areas most prone to flooding have historically been those areas located within the 100-year floodplain and downstream from dams.

CHAPTER FIVE
-
MAINTENANCE AND IMPLEMENTATION

Summary of Updates for Chapter Five

The following table provides a description of each section of this chapter, and a summary of the changes that have been made to the Hall County Hazard Mitigation Plan 2010.

Chapter 5 Section	Updates
Maintenance	• Content Revised
Plan Distribution	• New Section – Not in 2010 Plan
Implementation	• Content expanded and revised from 2010 Plan
Evaluation	• Content Revised from Monitoring, Evaluating, and Updating the Mitigation Plan Section
Peer Review	• New Section – Not in 2010 Plan
Plan Update	• Content Revised
Conclusion	• Content Revised

Maintenance

Requirement §201.6(c)(4)(iii)

In order to adhere to best practices, state and federal guidelines, and lessons learned, the Hall County Hazard Mitigation Plan Update Committee has developed a method to ensure the regular review and update of the Plan occurs. Plan maintenance protocols identified during the 2010 Hall County Hazard Mitigation Plan was followed, to the best abilities of Hall County. This most importantly included an increased attempt for public participation and inclusion in the planning process. The Hall County Hazard Mitigation Plan Update Committee will reconvene annually in February to monitor and evaluate the progress of the mitigation strategies in the Plan. Hall County's Emergency Management Director, David Kimbrell, will be responsible for implementing this meeting. The Committee will discuss the following questions annually:
- Do the goals address current and expected hazards and conditions?
- Are the goals and objectives still relevant to the County?
- Has the nature or magnitude of risks changed?
- Does the risk assessment portion of the Plan need to be updated or modified?
- Are the goals and objectives meeting changes in state and federal policy?
- Are the current resources appropriate for implementing the Plan?
- Are there local implementation problems, such as technical, political, legal, or coordination issues with other agencies?
- Have the outcomes occurred as expected?
- Did the jurisdictions, agencies, and other partners participate in the plan implementation process as proposed?

The responsible parties for various mitigation strategies will provide a report during this annual meeting regarding the following:
- How well did the implementation processes work?
- Were any difficulties encountered during implementation?
- How successful was the coordination of efforts?
- Are there any suggestions for revision of any strategies?

Hall County's Emergency Management Director will send the minutes from this annual meeting to Hall County Commissioners and City Councils for review.

If there are any updates or modifications to the Hall County Hazard Mitigation Plan, the Emergency Management Director will forward the changes to the Georgia Emergency Management Agency's Hazard Mitigation Officer. All annual reviews of the Hall County Hazard Mitigation Plan will be open to the public. These meetings will be advertised both in the local newspapers, but also on signage in the publically-used facility hosting the meeting.

Maintenance Log

Revision Date	Revised Section	Reason for Revision	Revised By

Plan Distribution

This Plan will be distributed, but not limited, to the following departments and organizations within Hall County:

Hall County Board of Commissioners
Hall County Fire Department
Hall County Emergency Management Agency
Hall County Sheriff's Office
Hall County Public Works Department
Hall County Planning and Zoning Department
Hall County Board of Education
City of Gainesville
City of Flowery Branch
City of Buford
City of Braselton
City of Oakwood
City of Lula
Town of Gillsville
Town of Clermont

A printed copy of the approved Plan will be available for viewing at the Hall County Emergency Management Agency located at 470 Crescent Drive, Gainesville, GA 30501. A printed copy of the approved Plan will also be available for viewing at the Hall County Public Library located at 127 Main Street NW in Gainesville. The existence and location of these copies will be publicized in the County's local newspaper, the Gainesville Times.

All comments, questions, concerns, and opinions about the Plan will be directed to Director David Kimbrell of the Hall County Emergency Management Agency for follow-up.

Implementation

Requirement §201.6(c)(4)(ii)

Each jurisdiction participating in the Hall County Hazard Mitigation Plan is responsible for implementing specific mitigation actions as prescribed in this plan. In the Mitigation Strategies section, every proposed strategy is assigned to a specific local department or agency in order to assign responsibility and accountability and increase the likelihood of subsequent implementation.

In addition to the designation of a local lead department or agency, some strategies have secondary or assisting department or agencies listed as well. This allows for a sharing of responsibility and coordination of effort for some of the identified strategies that cross lines of departmental responsibility. The completion date has been assigned in order to assess whether identified mitigation strategies are being implemented in a timely fashion.

Hall County and its municipalities will seek outside funding sources to implement mitigation projects in both the pre-disaster and post-disaster environments. When applicable, potential funding sources have been identified and targeted for the proposed actions listed in the mitigation strategies. It will be the responsibility of each participating jurisdiction to determine additional implementation procedures beyond those listed within the Hall County Hazard Mitigation Plan.

This plan, as a joint effort between Hall County and all municipalities therein, will serve as a comprehensive mitigation plan. The mitigation strategies, hazard identification, and other information identified in this plan will be integrated into all comprehensive Hall County plans, as well as all municipality plans in the future. Incorporation of these strategies will occur, as necessary, throughout this planning cycle covered by this Hazard Mitigation Plan Update. In particular, aspects of this plan will be integrated into the Hall County Comprehensive Plan during the next planning cycle.

Identified hazards and mitigation strategies of the 2010 Hall County Hazard Mitigation plan were integrated into the Local Emergency Operations Plan, multiple County and City SOPs and SOGs, and future planning and zoning plans. Hall County will integrate mitigation strategies identified in this plan into the Hall County Comprehensive Plan, Community Wildfire Protection Plan, Continuity of Operations Plan and other future plans. Strategies identified in the previous plan were applied to grant applications, building and zoning requirements, and development planning considerations for Hall County and all municipalities therein. Many of these strategies will be applied using previously identified policies and ordinances, including the NFIP compliance ordinances and water-use ordinances, which have now been applied countywide. All jurisdictions have the

authority to adopt locally-binding ordinances and policies to enhance the mitigation strategies in their jurisdiction.

The Legal and Regulatory Capability survey documents authorities available to the jurisdiction and/or enabling legislation at the state level affecting planning and land management tools that support local hazard mitigation planning efforts. The identified planning and land management tools are typically used by states and local jurisdictions to implement hazard mitigation activities.

Regulatory Tools/Plans	Regulatory Type: Ordinance, Resolution, Codes, Plans, Etc.	Local Authority	State Prohibited	Higher Authority
Building Codes	County/Municipal Code	Yes	No	No
Capital Improvements Plan	Report (SPLOST)	Yes	No	No
Comprehensive Plan	2005-2025 Comprehensive Multi-Jurisdictional Plan	Yes	No	No
Economic Development Plan	2005-2025 Comprehensive Multi-Jurisdictional Plan; Hall County Development Authority	Yes	No	Yes
Emergency Management Accreditation Program		No	No	Yes
Emergency Response Plan	Hall County Local Emergency Operations Plan (LEOP)	Yes	No	Yes
Flood Management Plan	Hall County Codes Part I, Title 15, Chapter 15.80	Yes	No	No
Historic Preservation	Hall County Codes Part I, Title 16, Chapter 16.100.140	Yes	No	No
National Flood Insurance	Participant since 1-31-1984	Yes	No	Yes

Program Participation				
Continuity of Government/ Operations Plan		No	No	No
Post-Disaster Ordinance	Hall County Code Part I, Title 2, Chapter 2.70	Yes	No	No
Zoning Ordinances	County and Municipal Codes	Yes	No	No

The Town of Clermont only has a few administrative and technical capabilities. City departments include: Administrative

The Town of Gillsville only has a few administrative and technical capabilities. City departments include: Administrative

The City of Lula only has a few administrative and technical capabilities. City departments include: Administrative

The City of Oakwood only has a few administrative and technical capabilities. City departments include: Administrative, Police, Public Works, Stormwater Management, Trash Collection & Recycling, Planning and Zoning, Economic Development, and Recreation.

The City of Gainesville offers many administrative and technical services to the community. City departments include: Administrative, Community Development, Fire Department, Police Department, Public Works, Water Resources

The City of Buford offers many administrative and technical services to the community. City departments include: Administrative, Electric, Gas, Inspection, Public Safety, Planning and Zoning, Recreation, Sanitation, Sewer, Stormwater Management, Street Department, and Water.

The City of Flowery Branch offers only a few administrative and technical services to the community. City departments include: Administrative, Community Development, Police, Public Works – Water, and Water & Sewer.

The City of Braselton offers only a few administrative and technical services to the community. City departments include: Administrative, Parks and Recreation, Planning, Police, Licensing, Public Works, and Downtown Development Authority.

Opportunities to integrate the requirements of this Plan into other local planning mechanisms shall continue to be identified. Although it is recognized that there

are many possible benefits to integrating components of this Plan into other local planning mechanisms, the development and maintenance of this stand-alone Hazard Mitigation Plan is deemed by the Hall County Hazard Mitigation Planning Committee to be the most effective and appropriate method to implement local hazard mitigation actions at this time.

Evaluation

Requirement §201.6(c)(4)(i)

Periodic revisions and updates of the Hall County Hazard Mitigation Plan may be required to ensure that the goals of this plan are kept current with federal, state, and local regulations. These revisions should also take into account any potential changes in the hazard vulnerability and mitigation priorities of Hall County.

The Hall County Hazard Mitigation Plan Update Committee will meet annually to review the Hall County Hazard Mitigation Plan. During this annual review, mitigation strategies will be reviewed to evaluate the progress that has occurred for each identified mitigation strategy. The Hall County Hazard Mitigation Plan Update Committee will also meet following any disaster event to review the identified mitigation strategies for that hazard and determine if timelines should be adjusted or additional mitigation strategies should be identified and added to the plan. These steps will ensure that the Hall County Hazard Mitigation Plan is continuously updated to allow for changes in hazard vulnerabilities and identified mitigation strategies.

The Hall County Hazard Mitigation Plan Update Committee will complete all evaluations of the Hall County Hazard Mitigation Plan.

Peer Review

State Requirement Element F1

In order to maintain standards of quality, improve performance, and provide credibility to the Hall County Hazard Mitigation Plan Update, representatives of local emergency management agencies bordering Hall County conducted a peer review of the Plan. The peer review of this Plan constitutes a form of self-regulation, accountability, and new insights offered by qualified professionals in neighboring communities, which face many of the same natural and man-made hazards.

Hall County Hazard Mitigation Plan Update was peer reviewed by:

_____

Chief Lanier Swafford Date
Director
Dawson County Emergency Management Agency

_____

Deidra Moore Date
Director
Banks County Emergency Management Agency

_____

Lynn Smith Date
Director
Habersham County Emergency Management Agency

_____

Chris Grimes Date
Deputy Director
Forsyth County Emergency Management Agency

Plan Update

Requirement §201.6(c)(4)(i)

The Federal Disaster Mitigation Act of 2000 requires that the Hazard Mitigation Plan be updated at least once every five years. The Hall County Emergency Management Agency is the department responsible with ensuring this requirement is met. The Hall County Hazard Mitigation Plan Update Committee will be involved in this future process and will aid the Hall County Emergency Management Agency in ensuring that all jurisdictions provide input into the planning process. The public will be invited to participate in the planning process through public hearings to be held whenever major updates to this plan are needed and during annual review meetings. This plan will expire in the third quarter of 2022; therefore, the approval and adoption of the next plan update must be completed before that time.

In the fourth quarter of 2019, Hall County plans to begin the Hazard Mitigation Plan Update process for the fourth time. This planning process will include bi-monthly meetings to accomplish the identified goals of the Hall County Hazard Mitigation Plan Update. This process will be headed up by the Hall County Emergency Management Agency. The Hall County Hazard Mitigation Planning Committee will follow a similar process as was undertaken during this planning cycle to complete all FEMA and GEMA requirements for the Hazard Mitigation Plan Update. This process will be completed by the second quarter of 2021 to meet all identified planning deadlines.

Conclusion

As a result of the hazard mitigation planning process, Hall County, and the City of Gainesville, City of Braselton, City of Flowery Branch, City of Lula, City of Oakwood, City of Buford, Town of Gillsville and Town of Clermont, as well as additional participating organizations have obtained a great deal of information and knowledge regarding Hall County's disaster history, natural and technological hazards, vulnerabilities, and potential strategies to lessen the impacts of the identified hazards.

One consistent theme identified by the Hall County Hazard Mitigation Planning Committee was the inability to consistently identify geographic locations that were more vulnerable to most hazards due to the widespread potential effects and random impact areas each hazard could have. This was exceedingly true for most natural hazards. Recognizing this challenge, the Hall County Hazard Mitigation Plan Update Committee determined it was best to identify many mitigation goals, objectives, and strategies that were both general and specific in nature. These strategies allow the Hall County Hazard Mitigation Plan Update Committee to adopt strategies that will have the greatest positive effect on the greatest amount of the population.

The Hall County Hazard Mitigation Planning Committee adopted strategies in all six of the major mitigation categories: Prevention, Property Protection, Natural Resource Protection, Structural Projects, Emergency Services, and Public Education and Awareness. Prevention and Emergency Services comprised the greatest number (over 63%) of the mitigation strategies identified by Hall County.

Appendix A – Hall County Dams Information

Category I Dams

Dam	Latitude	Longitude	Height (feet)	Storage (Acres)
Hall County Reservior Dam	34.324560	-83.723310	95.00	7415.00
Sterling on the Lake Dam #1	34.140278	-83.895833	27.00	452.00

Category II Dams

Dam	Latitude	Longitude	Height (feet)	Storage (Acres)
Alpha Iii Lake Dam	34.231667	-83.693056	32.00	31.00
Brenau Lake Dam	34.318056	-83.811111	30.00	151.00
Chicopee Woods Hole #3 Lake Dam	34.238333	-83.843333	38.00	98.00
Clark Lake Dam	34.378333	-83.795000	34.00	58.00
Gainesville Stone Lake Dam	34.206389	-83.770278	40.00	162.00
Jaemor Farms Irrigation Dam	34.420278	-83.634167	33.00	79.00
Martins Lake Dam	34.413333	-83.838333	37.00	80.00
Middle Oconee- Walnut Creek Structure No 9	34.225000	-83.713333	46.00	448.00
Middle Oconee- Walnut Creek Str No 1	34.225000	-83.825000	47.00	1563.00
Middle Oconee- Walnut Creek Structure No 7	34.255833	-83.789444	47.00	1139.00
Middle Oconee-Walnut Creek Watershed No. 3	34.206389	-83.805556	40.00	347.00
Old Adams Lake Dam	34.325556	-83.756944	27.00	50.00
Ramsey Lake Dam	34.333333	-83.775556	17.00	405.00
Royal Lake Dam	34.194722	-83.847222	47.10	372.00
Royal Lake Dam No.2	34.193611	-83.849167	43.00	128.00
Spring Lake Dam	34.177778	-83.956111	53.00	250.00
Sterling on the Lake Upper Dam	34.149167	-83.902778	19.00	175.00
Tara Lake Dam	34.270278	-83.689444	37.00	16.00
Thomas Lake Dam	34.398611	-83.956944	27.00	36.00
Upper Mulberry River Ws Str. #8	34.132500	-83.818889	62.00	1210.00
Wauka Mountain Lake	34.501944	-83.791667	30.00	128.00

Dam				
Wow Youth Camp Dam	34.383889	-83.971667	29.00	125.00
Young Lake Dam	34.440833	-83.867778	34.00	39.00

Appendix B – Hall County Hazard Mitigation Committee Sign In Sheets

Appendix C – Critical Facilities Information

For Hall County Critical Facilities Information, please visit the GEMA Georgia Mitigation Information System (GMIS)

Appendix D – Natural Hazard Data Tables

Tornadoes

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								10	145	31.246M	0.00K
HALL CO.	HALL CO.	GA	12/13/1973	11:20	CST	Tornado	F3	0	21	2.500M	0.00K
HALL CO.	HALL CO.	GA	04/08/1974	13:45	CST	Tornado	F1	0	8	250.00K	0.00K
HALL CO.	HALL CO.	GA	03/23/1979	17:30	EST	Tornado	F1	0	0	250.00K	0.00K
HALL CO.	HALL CO.	GA	04/27/1980	01:40	CST	Tornado	F1	0	1	250.00K	0.00K
HALL CO.	HALL CO.	GA	06/16/1980	19:05	CST	Tornado	F1	0	0	0.25K	0.00K
HALL CO.	HALL CO.	GA	04/04/1989	14:15	CST	Tornado	F2	0	0	25.00K	0.00K
HALL CO.	HALL CO.	GA	04/04/1989	14:20	CST	Tornado	F2	0	0	25.00K	0.00K
HALL CO.	HALL CO.	GA	04/04/1989	14:20	CST	Tornado	F2	0	0	250.00K	0.00K
HALL CO.	HALL CO.	GA	05/05/1989	14:20	CST	Tornado	F1	0	11	250.00K	0.00K
Oakwood to	HALL CO.	GA	02/21/1993	21:50	EST	Tornado	F1	0	1	5.000M	0.00K
Lula	HALL CO.	GA	06/26/1994	22:20	EST	Tornado	F0	0	0	5.00K	0.00K
Murrayville; 4W Clerm	HALL CO.	GA	06/26/1994	23:02	EST	Tornado	F1	0	7	5.000M	0.00K
Gainesville	HALL CO.	GA	06/27/1994	00:50	EST	Tornado	F0	0	0	5.00K	0.00K
Gainesville	HALL CO.	GA	06/27/1994	01:00	EST	Tornado	F0	0	0	0.50K	0.00K
MURRAYVILLE	HALL CO.	GA	11/07/1996	23:55	EST	Tornado	F1	0	0	300.00K	0.00K
MURRAYVILLE	HALL CO.	GA	03/20/1998	06:25	EST	Tornado	F3	10	96	15.000M	0.00K
MURRAYVILLE	HALL CO.	GA	07/23/2000	13:00	EST	Tornado	F1	0	0	350.00K	0.00K
LULA	HALL CO.	GA	07/23/2000	13:50	EST	Tornado	F1	0	0	125.00K	0.00K
LULA	HALL CO.	GA	08/29/2005	23:10	EST	Tornado	F0	0	0	250.00K	0.00K
GNESVILLE COTTON MIL	HALL CO.	GA	08/26/2008	11:25	EST-5	Tornado	EF1	0	0	550.00K	0.00K
BLACKSHEAR PLACE	HALL CO.	GA	08/26/2008	14:38	EST-5	Tornado	EF1	0	0	750.00K	0.00K
WHITE SULPHUR	HALL CO.	GA	08/26/2008	15:20	EST-5	Tornado	EF1	0	0	100.00K	0.00K
MURRAYVILLE	HALL CO.	GA	04/11/2013	20:24	EST-5	Tornado	EF1	0	0	10.00K	0.00K
Totals:								10	145	31.246M	0.00K

Winter Storms

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								0	0	1.521M	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/08/1997	19:00	EST	Ice Storm		0	0	5.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/23/1998	13:00	EST	Ice Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/02/1999	19:00	EST	Ice Storm		0	0	3.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/01/1999	00:00	EST	Sleet		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/23/1999	11:00	EST	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/22/2000	13:00	EST	Ice Storm		0	0	980.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/28/2000	19:00	EST	Ice Storm		0	0	32.79K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/13/2000	14:30	EST	Winter Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/17/2000	07:30	EST	Winter Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/21/2000	03:30	EST	Winter Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/29/2000	18:30	EST	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/02/2002	06:00	EST	Heavy Snow		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/04/2002	14:00	EST	Ice Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/16/2003	12:00	EST	Heavy Snow		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/23/2003	00:00	EST	Heavy Snow		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/25/2004	05:00	EST	Ice Storm		0	0	25.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/26/2004	00:00	EST	Winter Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/19/2004	17:00	EST	Winter Weather		0	0	0.00K	0.00K

HALL (ZONE)	HALL (ZONE)	GA	01/28/2005	20:00	EST	Winter Storm		0	0	150.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	04/02/2005	10:00	EST	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/15/2005	00:00	EST	Ice Storm		0	0	300.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/06/2006	04:00	EST	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/01/2007	04:00	EST-5	Winter Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/16/2008	20:15	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/19/2008	12:30	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	03/01/2009	12:00	EST-5	Heavy Snow		0	0	25.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/07/2010	15:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/12/2010	14:30	EST-5	Heavy Snow		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	03/02/2010	06:00	EST-5	Heavy Snow		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/15/2010	20:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/25/2010	13:00	EST-5	Heavy Snow		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/09/2011	20:00	EST-5	Heavy Snow		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/09/2011	23:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/25/2013	07:00	EST-5	Ice Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/28/2014	12:00	EST-5	Winter Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/11/2014	07:00	EST-5	Heavy Snow		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/16/2015	12:00	EST-5	Ice Storm		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/20/2016	08:00	EST-5	Winter Weather		0	0	0.00K	0.00K

HALL (ZONE)	HALL (ZONE)	GA	01/22/2016	00:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/09/2016	02:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/15/2016	02:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	03/03/2016	14:00	EST-5	Winter Weather		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/06/2017	20:00	EST-5	Winter Storm		0	0	0.00K	0.00K
Totals:								0	0	1.521M	0.00K

Thunderstorms

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								2	5	12.922M	0.50K
HALL CO.	HALL CO.	GA	07/07/1966	18:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/14/1966	15:30	CST	Thunderstorm Wind	50 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/14/1966	16:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/07/1967	23:40	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/23/1968	16:15	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/29/1968	15:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/07/1969	13:15	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/02/1970	04:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/09/1970	16:00	CST	Hail	1.00 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/16/1970	15:40	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	03/02/1972	14:10	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/11/1973	15:50	CST	Hail	0.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/23/1973	16:45	CST	Hail	1.50 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/28/1973	13:45	CST	Hail	1.00 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	02/22/1974	00:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	03/21/1974	04:10	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	01/10/1975	19:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	03/24/1975	07:50	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K

HALL CO.	HALL CO.	GA	05/15/1975	12:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	06/19/1975	16:00	CST	Hail	1.00 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/06/1976	21:02	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	06/11/1977	22:35	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	03/23/1979	16:25	CST	Hail	1.00 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/09/1979	02:03	CST	Hail	0.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/08/1980	20:15	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	06/06/1981	17:10	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	06/07/1981	14:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/26/1982	18:20	CST	Hail	1.50 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/26/1982	18:45	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/05/1982	17:18	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/19/1982	15:30	CST	Thunderstorm Wind	63 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/14/1984	11:55	CST	Hail	0.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/02/1984	17:50	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/02/1984	17:50	CST	Hail	1.00 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/02/1984	15:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/03/1984	17:08	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	11/10/1984	18:05	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/05/1985	19:25	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K

HALL CO.	HALL CO.	GA	06/07/1985	15:40	CST	Hail	1.00 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	08/01/1985	13:25	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	03/13/1986	06:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	03/19/1986	06:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/07/1986	15:00	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/07/1986	15:15	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/26/1986	23:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/27/1986	13:50	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	08/16/1986	18:20	CST	Thunderstorm Wind	52 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	11/26/1986	05:55	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/04/1987	11:45	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	06/24/1987	17:40	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/01/1987	18:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/02/1987	18:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/06/1987	15:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/24/1987	17:45	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/17/1988	14:45	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/17/1988	15:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	11/05/1988	13:10	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/03/1989	06:50	CST	Hail	1.75 in.	0	0	0.00K	0.00K

HALL CO.	HALL CO.	GA	05/05/1989	14:35	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/05/1989	14:40	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	06/05/1989	13:45	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	06/15/1989	01:15	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	07/03/1989	06:50	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	11/15/1989	20:15	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	02/10/1990	05:35	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	02/10/1990	05:40	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	02/16/1990	06:50	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	02/22/1990	10:50	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/28/1990	14:05	CST	Hail	0.88 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/12/1990	23:20	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	05/20/1990	14:00	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	08/09/1990	21:30	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	08/21/1990	17:20	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	08/30/1990	15:05	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/09/1991	15:00	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/09/1991	21:15	CST	Hail	1.00 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/19/1991	12:42	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/28/1991	15:45	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K

HALL CO.	HALL CO.	GA	04/29/1991	13:05	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/29/1991	13:25	CST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	01/23/1992	14:00	PST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	03/10/1992	16:20	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	03/10/1992	16:20	CST	Hail	1.75 in.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	03/19/1992	13:40	PST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	08/09/1992	13:00	PST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
HALL CO.	HALL CO.	GA	04/15/1993	19:30	EST	Hail	1.00 in.	0	0	0.00K	0.00K
Gainesville	HALL CO.	GA	04/15/1993	20:50	EST	Hail	1.50 in.	0	0	0.00K	0.00K
Bellville	HALL CO.	GA	05/15/1994	18:20	EST	Hail	0.75 in.	0	0	0.00K	0.00K
Clermont	HALL CO.	GA	06/26/1994	22:55	EST	Thunderstorm Wind	0 kts.	0	3	500.00K	0.00K
Gainsville	HALL CO.	GA	06/26/1994	23:30	EST	Thunderstorm Wind	0 kts.	0	0	500.00K	0.00K
Cedartown	HALL CO.	GA	06/27/1994	01:00	EST	Hail	1.00 in.	0	0	0.00K	0.00K
Flowery	HALL CO.	GA	08/16/1994	15:32	EST	Hail	0.88 in.	0	0	0.00K	0.00K
Flowery Branch	HALL CO.	GA	08/18/1994	15:30	EST	Hail	0.75 in.	0	0	0.00K	0.50K
Gainesville	HALL CO.	GA	05/01/1995	19:54	EST	Thunderstorm Wind	0 kts.	0	0	0.00K	0.00K
Gainesville	HALL CO.	GA	06/11/1995	20:18	EST	Thunderstorm Wind	0 kts.	0	0	0.40K	0.00K
Murrayville	HALL CO.	GA	06/17/1995	13:40	EST	Hail	0.75 in.	0	0	0.00K	0.00K
Clermont	HALL CO.	GA	06/24/1995	18:53	EST	Thunderstorm Wind	0 kts.	0	0	0.50K	0.00K
Gainsville	HALL CO.	GA	09/01/1995	15:08	EST	Thunderstorm Wind	0 kts.	0	0	1.00K	0.00K

OAKWOOD	HALL CO.	GA	05/06/1996	15:15	EST	Hail	1.00 in.	0	0	0.00K	0.00K
COUNTYWIDE	HALL CO.	GA	05/27/1996	21:15	EST	Thunderstorm Wind		0	0	15.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/24/1996	15:55	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/26/1996	20:40	EST	Hail	1.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	09/28/1996	14:00	EST	Thunderstorm Wind		0	0	2.00K	0.00K
MURRAYSVILEE	HALL CO.	GA	02/21/1997	14:45	EST	Thunderstorm Wind		0	0	500.00K	0.00K
MURRAYVILLE	HALL CO.	GA	03/05/1997	18:30	EST	Thunderstorm Wind		0	0	10.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	04/28/1997	16:05	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GILLSVILLE	HALL CO.	GA	04/28/1997	16:20	EST	Hail	1.00 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/14/1997	17:35	EST	Hail	0.90 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	06/21/1997	15:07	EST	Hail	1.00 in.	0	0	0.00K	0.00K
CHESTNUT MTN	HALL CO.	GA	06/21/1997	15:10	EST	Hail	1.75 in.	0	0	0.00K	0.00K
OAKWOOD	HALL CO.	GA	06/21/1997	15:35	EST	Hail	0.75 in.	0	0	0.00K	0.00K
CLERMONT	HALL CO.	GA	07/04/1997	19:23	EST	Thunderstorm Wind		0	0	2.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/04/1997	19:42	EST	Hail	0.75 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	07/28/1997	18:00	EST	Thunderstorm Wind	50 kts. EG	0	0	2.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	10/25/1997	07:05	EST	Hail	0.75 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	02/17/1998	08:30	EST	Hail	0.75 in.	0	0	0.00K	0.00K
OAKWOOD	HALL CO.	GA	04/03/1998	10:00	EST	Lightning		0	0	120.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/03/1998	19:15	EST	Hail	1.75 in.	0	0	0.00K	0.00K

CHESNUT MTN	HALL CO.	GA	04/08/1998	18:25	EST	Hail	0.90 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/08/1998	20:35	EST	Hail	1.00 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/08/1998	22:39	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/17/1998	00:35	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/17/1998	02:35	EST	Hail	0.88 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	05/01/1998	01:43	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	05/01/1998	02:30	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	05/07/1998	15:35	EST	Hail	0.88 in.	0	0	0.00K	0.00K
MURRAYVILLE	HALL CO.	GA	05/07/1998	17:35	EST	Thunderstorm Wind		0	0	1.00K	0.00K
CLERMONT	HALL CO.	GA	05/07/1998	17:43	EST	Hail	1.75 in.	0	0	2.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	05/07/1998	19:40	EST	Hail	2.75 in.	0	0	5.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/05/1998	19:33	EST	Thunderstorm Wind		0	0	30.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/19/1998	11:05	EST	Hail	0.88 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/24/1998	20:21	EST	Hail	1.00 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/19/1998	19:20	EST	Thunderstorm Wind		0	0	50.00K	0.00K
LULA	HALL CO.	GA	07/20/1998	14:05	EST	Thunderstorm Wind		0	0	1.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/20/1998	14:10	EST	Hail	0.75 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	07/22/1998	13:58	EST	Thunderstorm Wind		0	0	5.00K	0.00K
MURRAYVILLE	HALL CO.	GA	04/27/1999	15:15	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	05/05/1999	22:49	EST	Hail	1.00 in.	0	0	0.00K	0.00K

FLOWERY BRANCH	HALL CO.	GA	05/13/1999	15:05	EST	Hail	0.75 in.	0	0	0.00K	0.00K
OAKWOOD	HALL CO.	GA	05/13/1999	15:15	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GILLSVILLE	HALL CO.	GA	06/24/1999	21:09	EST	Hail	1.00 in.	0	0	0.00K	0.00K
CLERMONT	HALL CO.	GA	06/24/1999	21:30	EST	Thunderstorm Wind		0	1	75.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/06/1999	15:30	EST	Lightning		0	0	50.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/06/1999	15:30	EST	Hail	1.00 in.	0	0	0.00K	0.00K
LULA	HALL CO.	GA	04/03/2000	03:00	EST	Thunderstorm Wind	50 kts. EG	0	0	0.50K	0.00K
GAINESVILLE	HALL CO.	GA	05/25/2000	16:40	EST	Thunderstorm Wind		0	0	3.00K	0.00K
COUNTYWIDE	HALL CO.	GA	06/26/2000	19:50	EST	Thunderstorm Wind		0	0	0.10K	0.00K
MURRAYVILLE	HALL CO.	GA	07/23/2000	13:00	EST	Thunderstorm Wind	60 kts. E	0	0	50.00K	0.00K
MURRAYVILLE	HALL CO.	GA	07/23/2000	13:00	EST	Hail	1.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/30/2000	16:20	EST	Thunderstorm Wind		0	0	1.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/30/2000	16:20	EST	Hail	1.00 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	08/10/2000	05:15	EST	Lightning		0	0	0.00K	0.00K
OAKWOOD	HALL CO.	GA	08/10/2000	22:45	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/10/2000	23:18	EST	Hail	1.00 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/10/2000	23:25	EST	Thunderstorm Wind		0	0	20.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/11/2000	00:20	EST	Hail	1.00 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/11/2000	00:30	EST	Thunderstorm Wind		0	0	5.00K	0.00K
CLERMONT	HALL CO.	GA	08/24/2000	15:32	EST	Hail	1.75	0	0	0.00K	0.00K

							in.				
COUNTYWIDE	HALL CO.	GA	02/16/2001	18:47	EST	Thunderstorm Wind		0	0	7.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/03/2001	08:13	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/03/2001	08:35	EST	Lightning		0	0	150.00K	0.00K
CANDLER	HALL CO.	GA	04/03/2001	11:30	EST	Lightning		0	0	0.50K	0.00K
GAINESVILLE	HALL CO.	GA	05/24/2001	18:10	EST	Hail	2.75 in.	0	0	0.00K	0.00K
MURRAYVILLE	HALL CO.	GA	06/03/2001	14:22	EST	Hail	0.88 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/04/2001	21:00	EST	Hail	1.00 in.	0	0	0.00K	0.00K
CLERMONT	HALL CO.	GA	06/04/2001	21:13	EST	Lightning		0	0	25.00K	0.00K
CLERMONT	HALL CO.	GA	06/04/2001	21:15	EST	Thunderstorm Wind		0	0	0.10K	0.00K
MURRAYVILLE	HALL CO.	GA	06/21/2001	19:20	EST	Hail	1.00 in.	0	0	0.00K	0.00K
LULA	HALL CO.	GA	06/27/2001	19:25	EST	Hail	1.25 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	05/09/2002	16:42	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	05/09/2002	16:47	EST	Thunderstorm Wind		0	0	0.75K	0.00K
BELMONT	HALL CO.	GA	05/09/2002	17:00	EST	Lightning		0	0	60.00K	0.00K
LULA	HALL CO.	GA	05/10/2002	17:52	EST	Hail	1.00 in.	0	0	3.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	05/13/2002	14:52	EST	Thunderstorm Wind		0	0	5.00K	0.00K
CLERMONT	HALL CO.	GA	07/01/2002	16:00	EST	Thunderstorm Wind		0	0	3.00K	0.00K
CLERMONT	HALL CO.	GA	07/01/2002	16:05	EST	Hail	0.88 in.	0	0	0.00K	0.00K
LULA	HALL CO.	GA	07/01/2002	16:26	EST	Hail	1.00 in.	0	0	0.00K	0.00K
CLERMONT	HALL CO.	GA	07/02/2002	14:20	EST	Hail	0.88 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/02/2002	18:30	EST	Thunderstorm Wind		0	0	25.00K	0.00K

COUNTYWIDE	HALL CO.	GA	09/14/2002	15:30	EST	Thunderstorm Wind		0	0	15.00K	0.00K
GAINESVILLE	HALL CO.	GA	11/11/2002	03:20	EST	Thunderstorm Wind		0	0	0.00K	0.00K
COUNTYWIDE	HALL CO.	GA	11/11/2002	03:56	EST	Thunderstorm Wind		0	0	90.00K	0.00K
ROBERTS XRDS	HALL CO.	GA	04/30/2003	13:20	EST	Hail	0.75 in.	0	0	0.00K	0.00K
MURRAYVILLE	HALL CO.	GA	05/06/2003	12:20	EST	Thunderstorm Wind	55 kts. EG	0	0	30.00K	0.00K
CHESNUT MTN	HALL CO.	GA	05/06/2003	12:30	EST	Hail	1.75 in.	0	0	0.00K	0.00K
MURRAYVILLE	HALL CO.	GA	05/07/2003	02:55	EST	Hail	0.88 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	06/16/2003	22:25	EST	Thunderstorm Wind	50 kts. EG	0	0	3.00K	0.00K
MURRAYVILLE	HALL CO.	GA	07/13/2003	14:35	EST	Thunderstorm Wind	39 kts. EG	0	0	0.25K	0.00K
GAINESVILLE	HALL CO.	GA	07/13/2003	19:24	EST	Hail	1.00 in.	0	0	0.00K	0.00K
OAKWOOD	HALL CO.	GA	07/22/2003	13:25	EST	Thunderstorm Wind	50 kts. EG	0	0	50.00K	0.00K
OAKWOOD	HALL CO.	GA	07/22/2003	13:30	EST	Hail	1.00 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/04/2003	21:00	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/16/2003	16:05	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/16/2003	16:30	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	09/22/2003	15:11	EST	Thunderstorm Wind	50 kts. EG	0	0	2.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/12/2004	15:00	EST	Thunderstorm Wind	51 kts. EG	0	0	5.00K	0.00K
COUNTYWIDE	HALL CO.	GA	07/14/2004	17:00	EST	Thunderstorm	52	0	0	7.00K	0.00K

						Wind	kts. EG				
FLOWERY BRANCH	HALL CO.	GA	08/20/2004	19:00	EST	Thunderstorm Wind	50 kts. EG	0	0	5.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/20/2004	19:25	EST	Thunderstorm Wind	50 kts. EG	0	0	7.00K	0.00K
GAINESVILLE	HALL CO.	GA	11/24/2004	11:00	EST	Thunderstorm Wind	56 kts. EG	0	0	75.00K	0.00K
GAINESVILLE	HALL CO.	GA	12/10/2004	15:52	EST	Hail	1.00 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/07/2005	17:30	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/07/2005	17:50	EST	Hail	0.75 in.	0	0	0.00K	0.00K
CLERMONT	HALL CO.	GA	04/22/2005	12:15	EST	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
LULA	HALL CO.	GA	05/19/2005	22:00	EST	Hail	0.88 in.	0	0	0.00K	0.00K
LULA	HALL CO.	GA	05/20/2005	10:50	EST	Thunderstorm Wind	50 kts. EG	0	0	2.00K	0.00K
CHESNUT MTN	HALL CO.	GA	06/06/2005	18:20	EST	Hail	0.88 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/06/2005	18:24	EST	Hail	1.75 in.	0	0	0.00K	0.00K
MURRAYVILLE	HALL CO.	GA	06/18/2005	16:05	EST	Hail	0.88 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/01/2005	16:00	EST	Thunderstorm Wind	30 kts. EG	0	0	1.50K	0.00K
GAINESVILLE	HALL CO.	GA	07/28/2005	16:15	EST	Lightning		2	0	750.00K	0.00K
MURRAYVILLE	HALL CO.	GA	07/28/2005	17:00	EST	Thunderstorm Wind	31 kts. EG	0	0	0.50K	0.00K
CLERMONT	HALL CO.	GA	08/22/2005	17:34	EST	Hail	1.00 in.	0	0	0.00K	0.00K
FLOWERY	HALL CO.	GA	12/04/2005	16:25	EST	Hail	1.25	0	0	2.00K	0.00K

BRANCH							in.				
FLOWERY BRANCH	HALL CO.	GA	04/08/2006	03:30	EST	Thunderstorm Wind	52 kts. EG	0	0	50.00K	0.00K
GAINESVILLE	HALL CO.	GA	04/08/2006	13:35	EST	Hail	0.75 in.	0	0	0.00K	0.00K
CLERMONT	HALL CO.	GA	05/14/2006	03:27	EST	Hail	0.88 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	05/25/2006	13:05	EST	Hail	1.00 in.	0	0	0.00K	0.00K
MURRAYVILLE	HALL CO.	GA	05/25/2006	15:25	EST	Hail	0.75 in.	0	0	0.00K	0.00K
OAKWOOD	HALL CO.	GA	05/25/2006	15:52	EST	Hail	0.88 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	05/27/2006	16:30	EST	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
MURRAYVILLE	HALL CO.	GA	05/27/2006	16:41	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/12/2006	15:15	EST	Hail	0.75 in.	0	0	0.00K	0.00K
BELMONT	HALL CO.	GA	06/12/2006	16:08	EST	Thunderstorm Wind	50 kts. EG	0	0	2.00K	0.00K
BELMONT	HALL CO.	GA	06/12/2006	16:20	EST	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	01/05/2007	12:24	EST-5	Thunderstorm Wind	52 kts. EG	0	0	5.00K	0.00K
LULA	HALL CO.	GA	04/03/2007	17:25	EST-5	Hail	0.88 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	04/04/2007	01:25	EST-5	Thunderstorm Wind	91 kts. EG	0	1	1.000M	0.00K
GAINESVILLE	HALL CO.	GA	06/12/2007	17:40	EST-5	Hail	0.88 in.	0	0	0.00K	0.00K
CANDLER	HALL CO.	GA	06/25/2007	14:03	EST-5	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
CANDLER	HALL CO.	GA	06/25/2007	14:03	EST-5	Hail	0.75 in.	0	0	0.00K	0.00K

GAINESVILLE	HALL CO.	GA	06/25/2007	14:03	EST-5	Lightning		0	0	5.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/01/2007	12:46	EST-5	Thunderstorm Wind	50 kts. EG	0	0	3.00K	0.00K
GAINESVILLE	HALL CO.	GA	07/01/2007	13:00	EST-5	Lightning		0	0	1.00K	0.00K
MURRAYVILLE	HALL CO.	GA	08/23/2007	16:25	EST-5	Thunderstorm Wind	50 kts. EG	0	0	3.00K	0.00K
GAINESVILLE	HALL CO.	GA	03/04/2008	15:25	EST-5	Thunderstorm Wind	39 kts. EG	0	0	25.00K	0.00K
MURRAYVILLE	HALL CO.	GA	03/15/2008	12:45	EST-5	Hail	1.75 in.	0	0	1.000M	0.00K
GAINESVILLE	HALL CO.	GA	03/15/2008	12:58	EST-5	Thunderstorm Wind	52 kts. EG	0	0	75.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	03/15/2008	14:00	EST-5	Hail	1.50 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	03/15/2008	15:05	EST-5	Hail	1.75 in.	0	0	300.00K	0.00K
MURRAYVILLE	HALL CO.	GA	04/11/2008	19:18	EST-5	Thunderstorm Wind	52 kts. EG	0	0	125.00K	0.00K
LULA	HALL CO.	GA	06/01/2008	07:10	EST-5	Hail	0.75 in.	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/22/2008	13:30	EST-5	Hail	1.75 in.	0	0	1.000M	0.00K
LULA	HALL CO.	GA	07/08/2008	20:35	EST-5	Thunderstorm Wind	52 kts. EG	0	0	5.00K	0.00K
CHESTNUT MOUNTAIN	HALL CO.	GA	07/22/2008	18:00	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	07/22/2008	18:23	EST-5	Thunderstorm Wind	50 kts. EG	0	0	10.00K	0.00K
CHESTNUT MOUNTAIN	HALL CO.	GA	07/22/2008	18:23	EST-5	Hail	0.75 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	07/22/2008	18:48	EST-5	Lightning		0	0	10.00K	0.00K

GAINESVILLE	HALL CO.	GA	08/02/2008	17:05	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
LAKE SIDNEY LANIER	HALL CO.	GA	08/07/2008	14:45	EST-5	Thunderstorm Wind	39 kts. EG	0	0	0.75K	0.00K
FLOWERY BRANCH	HALL CO.	GA	02/11/2009	18:10	EST-5	Thunderstorm Wind	50 kts. EG	0	0	6.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	04/10/2009	16:44	EST-5	Hail	1.75 in.	0	0	1.000M	0.00K
MURRAYVILLE	HALL CO.	GA	04/10/2009	17:37	EST-5	Thunderstorm Wind	50 kts. EG	0	0	10.00K	0.00K
MURRAYVILLE	HALL CO.	GA	04/10/2009	17:40	EST-5	Hail	0.75 in.	0	0	0.00K	0.00K
GNESVILLE COTTON MIL	HALL CO.	GA	05/03/2009	18:30	EST-5	Thunderstorm Wind	50 kts. EG	0	0	3.00K	0.00K
WESTSIDE	HALL CO.	GA	06/18/2009	00:00	EST-5	Hail	0.88 in.	0	0	0.00K	0.00K
CANDLER	HALL CO.	GA	06/15/2010	18:40	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
WHITE SULPHUR	HALL CO.	GA	10/26/2010	18:37	EST-5	Thunderstorm Wind	33 kts. EG	0	0	0.50K	0.00K
MURRAYVILLE	HALL CO.	GA	02/28/2011	17:03	EST-5	Thunderstorm Wind	50 kts. EG	0	0	50.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	03/26/2011	21:30	EST-5	Hail	1.75 in.	0	0	1.780M	0.00K
MURRAYVILLE	HALL CO.	GA	04/25/2011	15:59	EST-5	Hail	0.88 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	04/25/2011	16:00	EST-5	Hail	0.75 in.	0	0	0.00K	0.00K
CLERMONT	HALL CO.	GA	05/26/2011	18:19	EST-5	Hail	0.75 in.	0	0	0.00K	0.00K
MURRAYVILLE	HALL CO.	GA	06/18/2011	16:54	EST-5	Thunderstorm Wind	50 kts. EG	0	0	25.00K	0.00K
MURRAYVILLE	HALL CO.	GA	06/26/2011	14:52	EST-5	Hail	0.88 in.	0	0	0.00K	0.00K

CLERMONT	HALL CO.	GA	06/26/2011	15:20	EST-5	Lightning		0	0	25.00K	0.00K
LULA	HALL CO.	GA	08/09/2011	15:43	EST-5	Hail	0.88 in.	0	0	0.00K	0.00K
OAKWOOD	HALL CO.	GA	02/22/2012	23:35	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
GNESVILLE COTTON MIL	HALL CO.	GA	03/31/2012	18:47	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
GILLSVILLE	HALL CO.	GA	04/03/2012	15:20	EST-5	Hail	1.00 in.	0	0	5.00K	0.00K
MURRAYVILLE	HALL CO.	GA	07/10/2012	16:00	EST-5	Thunderstorm Wind	45 kts. EG	0	0	1.00K	0.00K
WHITE SULPHUR	HALL CO.	GA	08/08/2012	16:45	EST-5	Thunderstorm Wind	60 kts. EG	0	0	5.00K	0.00K
GNESVILLE COTTON MIL	HALL CO.	GA	08/24/2012	00:22	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	06/13/2013	18:03	EST-5	Thunderstorm Wind	51 kts. MG	0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/28/2013	17:15	EST-5	Thunderstorm Wind	50 kts. EG	0	0	30.00K	0.00K
CANDLER	HALL CO.	GA	07/22/2013	20:17	EST-5	Thunderstorm Wind	45 kts. EG	0	0	0.50K	0.00K
FLOWERY BRANCH	HALL CO.	GA	01/11/2014	08:25	EST-5	Thunderstorm Wind	55 kts. EG	0	0	2.50K	0.00K
GAINESVILLE	HALL CO.	GA	01/11/2014	08:35	EST-5	Thunderstorm Wind	55 kts. EG	0	0	4.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	05/14/2014	19:10	EST-5	Thunderstorm Wind	60 kts. EG	0	0	3.00K	0.00K
OAKWOOD	HALL CO.	GA	08/20/2014	13:15	EST-5	Thunderstorm Wind	55 kts. EG	0	0	6.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	09/03/2014	17:20	EST-5	Thunderstorm Wind	60 kts. EG	0	0	0.75K	0.00K

FLOWERY BRANCH	HALL CO.	GA	09/03/2014	17:50	EST-5	Thunderstorm Wind	50 kts. EG	0	0	1.50K	0.00K
FLOWERY BRANCH	HALL CO.	GA	05/31/2015	13:00	EST-5	Hail	0.75 in.	0	0	0.00K	0.00K
NEW HOLLAND	HALL CO.	GA	06/24/2015	15:25	EST-5	Thunderstorm Wind	50 kts. EG	0	0	20.00K	0.00K
MURRAYVILLE	HALL CO.	GA	08/10/2015	16:09	EST-5	Thunderstorm Wind	55 kts. EG	0	0	15.00K	0.00K
OAKWOOD	HALL CO.	GA	04/06/2016	22:30	EST-5	Thunderstorm Wind	50 kts. EG	0	0	30.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	04/06/2016	23:19	EST-5	Thunderstorm Wind	70 kts. EG	0	0	3.000M	0.00K
Totals:								2	5	12.922M	0.50K

Drought

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								0	0	0.00K	934.31K
HALL (ZONE)	HALL (ZONE)	GA	09/01/1997	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	05/01/1999	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	08/01/1999	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/01/2000	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	04/01/2000	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	05/01/2000	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	06/01/2000	00:00	EST	Drought		0	0	0.00K	934.31K
HALL (ZONE)	HALL (ZONE)	GA	07/01/2000	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	10/01/2000	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	10/01/2001	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	11/01/2001	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/01/2001	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	04/01/2002	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	08/01/2002	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/01/2003	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	03/01/2004	00:00	EST	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	05/01/2007	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	09/01/2007	00:00	EST-5	Drought		0	0	0.00K	0.00K

HALL (ZONE)	HALL (ZONE)	GA	10/01/2007	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	11/01/2007	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/01/2007	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	09/01/2011	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	06/01/2016	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	07/01/2016	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	08/01/2016	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	09/01/2016	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	10/01/2016	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	11/01/2016	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	12/01/2016	00:00	EST-5	Drought		0	0	0.00K	0.00K
HALL (ZONE)	HALL (ZONE)	GA	01/01/2017	00:00	EST-5	Drought		0	0	0.00K	0.00K
Totals:								0	0	0.00K	934.31K

Flooding

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								0	0	1.613M	0.00K
HALL (ZONE)	HALL (ZONE)	GA	02/27/1997	22:00	EST	Flood		0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	08/20/1998	07:00	EST	Flood		0	0	5.00K	0.00K
GAINESVILLE	HALL CO.	GA	08/10/2000	23:32	EST	Flood		0	0	0.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/27/2001	18:30	EST	Flash Flood		0	0	500.00K	0.00K
GAINESVILLE	HALL CO.	GA	06/27/2001	19:25	EST	Flood		0	0	0.00K	0.00K
CLERMONT	HALL CO.	GA	07/02/2002	15:30	EST	Flood		0	0	0.00K	0.00K
COUNTYWIDE	HALL CO.	GA	03/06/2003	05:50	EST	Flash Flood		0	0	0.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	06/07/2003	18:31	EST	Flash Flood		0	0	5.00K	0.00K
WESTSIDE	HALL CO.	GA	03/15/2008	13:00	EST-5	Flood		0	0	10.00K	0.00K
CLERMONT	HALL CO.	GA	08/26/2008	19:00	EST-5	Flood		0	0	0.00K	0.00K
BELMONT	HALL CO.	GA	09/21/2009	05:15	EST-5	Flash Flood		0	0	3.00K	0.00K
LAKE SIDNEY LANIER	HALL CO.	GA	09/21/2009	15:58	EST-5	Flood		0	0	50.00K	0.00K
GNESVILLE COTTON MIL	HALL CO.	GA	10/01/2012	21:15	EST-5	Flash Flood		0	0	5.00K	0.00K
FLOWERY BRANCH	HALL CO.	GA	05/19/2013	06:00	EST-5	Flash Flood		0	0	1.000M	0.00K
NEW HOLLAND	HALL CO.	GA	07/08/2013	20:45	EST-5	Flash Flood		0	0	20.00K	0.00K
WHITE SULPHUR	HALL CO.	GA	07/20/2013	13:00	EST-5	Flash Flood		0	0	15.00K	0.00K
Totals:								0	0	1.613M	0.00K

Appendix E – Hall County Worksheet 3As

Appendix F – Documentation of Peer Review

Resolution – Hall County

WHEREAS, Hall County and its municipalities recognize that it is threatened by a number of different types of natural and man-made hazards that can result in loss of life, property loss, economic hardship and threats to public health and safety; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has required that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program; and

WHEREAS, a Hazard Mitigation Plan is a community's plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing and implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety and welfare of the residents in the community; and

WHEREAS, the Hall County Hazard Mitigation Plan Update 2016 - 2021 has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and

WHEREAS, the Plan will be updated every five years;

NOW, THEREFORE, BE IT *RESOLVED*, by the Board of Commissioners of Hall County, Georgia and the Mayors and Councils of the City of Gainesville, City of Braselton, City of Flowery Branch, City of Lula, City of Oakwood, City of Buford, Town of Gillsville, Town of Clermont, each meeting in respective session, that:

1) Hall County, Georgia, the City of Gainesville, City of Braselton, City of Flowery Branch, City of Lula, City of Oakwood, City of Buford, Town of Gillsville and Town of Clermont have adopted the Hall County Hazard Mitigation Plan Update 2016 - 2021; and
2) It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range mitigation planning and budgeting for Hall County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Hall County Board of Commissioners in regular session this 22 day of June, 2017.

Chairperson

County Manager

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 10/19/2017

Presenter: Carol Martin

Item of Business: Resolution: Transfer of Funds to Police Department for Cooling System Repair

Meeting Date: 11/2/2017

Purpose of Request:
To request funding for the repair of the cooling system in the Gainesville Justice Center.

History/Background:

Facts & Issues for Consideration:
The estimated cost of the repairs for the cooling system are $17,000.

Department Recommendation:
The transfer of $17,000 from the General Fund Contingency into the Gainesville Police Department General Repairs & Maintenance account for the purpose of repairing the cooling system.

Department Director:
Carol Martin

If funding is involved, are funds approved within the current budget?
No

Amount Requested:
$17,000

Source of Funds:
General Fund Contingency

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Transfer of Funds to PD for Cooling System Repairs	Resolution

RESOLUTION AR-2017 - ___

TRANSFER OF FUNDS TO POLICE DEPARTMENT FOR COOLING SYSTEM REPAIR

WHEREAS, the Gainesville Police Department headquarters is located at 701 Queen City Parkway; and

WHEREAS, the Gainesville Public Land and Building Division has identified that the cooling system is in need of repair; and

WHEREAS, it is estimated that $17,000.00 would be sufficient to cover the cost of the repair; and

WHEREAS, it is necessary to transfer funds in the amount of $17,000 from the General Fund Contingency that has been appropriated in the FY18 Budget into the Gainesville Police Department General Repairs and Maintenance account for the purpose of repairing the cooling system; and

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the transfer of funds in the amount of $17,000 from the General Fund Contingency into the Gainesville Police Department's FY18 Budget to cover the cost of repair to the cooling system.

Adopted this _____ day of _____, 2017.

_____

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 10/23/2017

Presenter: Matt Tarver

Item of Business: Resolution: FY2018 Local Maintenance and Improvement Grant (LMIG)

Meeting Date: 11/2/2017

Purpose of Request:
Authorization to apply for and accept the FY2018 Local Maintenance and Improvement Grant.

History/Background:
The Georgia Department of Transportation (GDOT) has announced the FY2018 LMIG formula amounts.

Facts & Issues for Consideration:
The identified FY2018 LMIG amount for the City is $366,983.54.

Department Recommendation:
Authorize staff to apply for and accept the grant.

Department Director:
Chris Rotalsky

If funding is involved, are funds approved within the current budget?
Yes

Amount Requested:
N/A

Source of Funds:
SPLOST and General Government Capital Projects

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
FY2018 Local Maintenance and Improvement Grant (LMIG)	Resolution

RESOLUTION PR-2017 - ___

FY2018 Local Maintenance and Improvement Grant (LMIG)

WHEREAS, the Georgia Department of Transportation has announced the FY2018 Local Maintenance and Improvement Grant (LMIG) Program; and

WHEREAS, the identified grant amount for the City of Gainesville is $366,983.54; and

WHEREAS, the City has identified portions of Nancy Creek Road, Lakeview Drive, Crudup Drive, Martin Luther King Jr Boulevard, Parkway Drive, Brookwood Drive and Springway Drive; and

WHEREAS, the required matching funds are available from SPLOST as provided in the budgeted Capital Improvements Project entitled FY2018 Street Resurfacing Program.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Public Works Department to prepare and submit the applications necessary for the project identified by staff, and further authorizes the Mayor and City Manager to sign all necessary documents for executing this grant application.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby accepts the LMIG funding in the amount of $366,983.54.

Adopted this _____ day of _____, 2017.

_____

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 10/23/2017

Presenter: Jessica Tullar

Item of Business: Resolution: Authorization to Apply for and Accept a 2018 Community Home Investment Program (CHIP) Grant

Meeting Date: 11/2/2017

Purpose of Request:
Resolution to authorize submittal of, and acceptance if awarded, of an application for the Georgia Department of Community Affairs (DCA) "2018 Community Home Investment Program (CHIP)" grant.

History/Background:
The Georgia Department of Community Affairs (DCA) administers federal funding from the U.S. Department of Housing and Urban Development (HUD) for the State of Georgia. These funds are provided through the HOME Program and are made available to communities which are not considered HOME Entitlements. Grant awards of between $300,000 and $600,000 (plus 2% in administrative funds) are available to communities on a competitive basis for the following eligible activities:

1. Housing rehabilitation of owner-occupied, single-family homes (up to $300,000);
2. New construction and reconstruction of small, affordable housing units for sale to eligible home buyers (up to $600,000); or
3. A combination of home-owner rehabilitation and new construction/reconstruction of housing units for sale (up to $600,000).

Facts & Issues for Consideration:
The City of Gainesville has received over $1.75 million in CHIP funding since 1997. In the past these funds have aided and complimented *CDBG* and Gainesville Nonprofit Development Foundation funding to address our community's needs. About 80% of the *2014 CHIP Grant* has been expended, and the remaining 30% is committed to a reconstruction project on the vacant corner lot at the intersection of Carlton Street and Martin Luther King, Jr. Boulevard.

The intent for the *2018 CHIP Grant* funds is to use a portion to continue the City's homeowner rehab program but also to leverage the City's *2014 HOME Grant* funds for new construction of single-family homes for ownership as the "Phase 2" *HOME* grant project.

Department Recommendation:
Approval of resolution.

Department Director:
Rusty Ligon

If funding is involved, are funds approved within the current budget?
No

Amount Requested:
$0.00 from City / $612,000.00 from DCA CHIP Grant

Source of Funds:
DCA CHIP Grant

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Authorize 2018 CHIP Grant Application & Acceptance	Resolution

RESOLUTION PR-2017 - ___

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
2018 COMMUNITY HOME INVESTMENT PROGRAM (CHIP)

WHEREAS, the Georgia Department of Community Affairs (DCA) has the responsibility of administering Community Home Investment Program (CHIP) funds for non-entitlement communities in the State of Georgia as granted by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, grant awards are available to communities on a competitive basis for the purpose of providing housing opportunities to benefit low- to moderate-income persons; and

WHEREAS, an amount of up to $300,000 may be awarded for housing rehabilitation of owner-occupied, single-family homes; whereas, an amount of up to $600,000 may be awarded for either (1) new construction and reconstruction of small, affordable housing units for sale to eligible home buyers, or (2) a combination of homeowner rehabilitation and new construction/ reconstruction of housing units for sale; and

WHEREAS, the City wishes to apply for the *2018 CHIP Grant* funds in the amount of $600,000 plus the two-percent (2%) administrative funds for a total of $612,000 to assist in continuing the City's homeowner rehabilitation program and to provide housing opportunities through reconstruction and new construction; and

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes submittal by the Community Development Department of an application and required assurances for and acceptance of, if awarded, a Georgia DCA *2018 Community Home Investment Program (CHIP) Grant*; and

BE IT FURTHER RESOLVED THAT if awarded, the governing body authorizes the Mayor or City Manager to sign necessary documents to accept the DCA *2018 CHIP Grant*.

Adopted this _____ day of _____, 2017.

_____
C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____
Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 10/24/2017

Presenter: Matt Tate

Item of Business: **Public Hearing Item for the November 7, 2017 Council Meeting**
Request from **Lanier Technical College** to annex an 8.154± acres tract having no road frontage and located east of State Route 365 (Cornelia Highway), north of Lanier Tech Drive and Howard Road (a/k/a **0 Howard Road**) and to establish zoning as Light Industrial (L-I). **Ward Number: Two.** Tax Parcel Number(s): 15-020-000-068.
Request: Technical College.

Meeting Date: 11/2/2017

Purpose of Request:
The applicant is proposing to annex the subject property with a zoning of Light Industrial (L-I). The property is currently zoned Agricultural Residential-IV (AR-IV) within Hall County and is contiguous to the city limits to the south and borders Lake Ramsey to the north. The subject property is the location of a proposed one-story conference center which is part of the overall 95.5± acres Lanier Tech Campus under development. The applicant desires to have the entire campus property located within one jurisdiction as the balance of the property is currently located within the city limits. Water and sewer service is provided by the City of Gainesville and access to the property will be from an internal campus road extending from Lanier Tech Drive.

History/Background:
This request was on the September 11, 2017 PAB agenda; however, the meeting was cancelled due to inclement weather. Therefore, the request was forwarded to the October 10, 2017 PAB meeting agenda.

Facts & Issues for Consideration:

Department Recommendation:
Planning staff recommended approval of the request.

PAB recommended approval of the request.

See the PAB Recommendation Report for details and excerpts from the PAB meeting minutes.

SAMPLE MOTIONS

Approve Annexation
I move to approve first reading of an ordinance to annex the subject property.

Approve Zoning
I move to approve first reading of an ordinance to establish zoning for the subject property as Light Industrial.

Deny
I move to deny the annexation request.

Department Director:
Rusty Ligon

If funding is involved, are funds approved within the current budget?
N/A

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Legal Ad	Legal Ad
PAB Recommendation Report	Report
Proposed Annexation Ordinance	Ordinance
Proposed Zoning Ordinance	Ordinance
Location Maps	Backup Material
Narrative	Backup Material
Survey	Backup Material
Site Plan	Backup Material
Overall Site Plan	Backup Material

COMBINED LEGAL AD
Gainesville Planning and Appeals Board
Gainesville City Council

Publish Sunday, September 24, 2017
THE TIMES

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING

Notice is hereby given that the **Gainesville Planning and Appeals Board** will conduct a public hearing on **Tuesday, October 10, 2017** at **5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

1) Request from **David Dell** to vary the front yard setback requirements for a sign on a 0.74± acre tract located on the southwest side of the intersection of Dawsonville Highway and Lake Ranch Court (a/k/a **2197 Dawsonville Highway NW**), having a zoning classification of General Business (G-B).
   Ward Number: One
   Tax Parcel Number(s): 10-094-000-010
   Request: Monument Sign

2) Request from **Lanier Technical College** to annex an 8.154± acres tract having no road frontage and located east of State Route 365 (Cornelia Highway), north of Lanier Tech Drive and Howard Road (a/k/a **0 Howard Road**) and to establish zoning as Light Industrial (L-I).
   Ward Number: Two
   Tax Parcel Number(s): 15-020-000-068
   Request: Technical College

3) Request from **The 5 MCS, LLC** to rezone a 5.24± acre tract located on the southwest side of the intersection of Enota Avenue and Yonah Avenue (a/k/a **1012 Enota Avenue NE**) from Planned Unit Development (P-U-D) and Residential-I (R-I) to Planned Unit Development (P-U-D).
   Ward Number: Two
   Tax Parcel Number(s): 01-075-001-024
   Request: Assisted living facility, townhome cottages and single-family home

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE GAINESVILLE ZONING MAP

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, November 7, 2017** at **5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

1) Request from **Lanier Technical College** to annex an 8.154± acres tract having no road frontage and located east of State Route 365 (Cornelia Highway), north of Lanier Tech Drive and Howard Road (a/k/a **0 Howard Road**) and to establish zoning as Light Industrial (L-I).
   Ward Number: Two
   Tax Parcel Number(s): 15-020-000-068
   Request: Technical College

2) Request from **The 5 MCS, LLC** to rezone a 5.24± acre tract located on the southwest side of the intersection of Enota Avenue and Yonah Avenue (a/k/a **1012 Enota Avenue NE**) from Planned Unit Development (P-U-D) and Residential-I (R-I) to Planned Unit Development (P-U-D).
   Ward Number: Two
   Tax Parcel Number(s): 01-075-001-024
   Request: Assisted living facility, townhome cottages and single-family home

Additional information is available from the Community Development Department, Planning Division, by calling 770-531-6570.

NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating $250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 3 {c})

GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION

Applicant and Property Owner..... Lanier Technical College

Location..... 0 Howard Road

Request..... Annex with L-I zoning

Size ..... 8.154± acres

Ward..... Two

Proposed Use..... Technical College

Planning Division Staff Recommendation ..... **Approval**

Planning and Appeals Board Recommendation.... **Approval**

Date..... October 10, 2017

- ***Applicant's Proposal and Background Information***

The applicant is proposing to annex the subject property with a zoning of Light Industrial (L-I). The property is currently zoned Agricultural Residential-IV (AR-IV) within Hall County and is contiguous to the city limits to the south and borders Lake Ramsey to the north. The subject property is the location of a proposed one-story conference center which is part of the overall 95.5± acres Lanier Tech campus that is under development and is scheduled to open in January of 2019. The applicant desires to have the entire campus property located within one jurisdiction as the balance of the campus property is currently located within the city limits. Water and sewer service is provided by the City of Gainesville and access to the property will be from an internal campus road extending from Lanier Tech Drive.

- ***Adjacent Land Use and Zoning***

Location	Use	Zoning
North	Lake Ramsey	Agricultural Residential-IV (AR-IV) -County
South	Lanier Tech Campus	Light Industrial (L-I) -City
East	Undeveloped land	Agricultural Residential-IV (AR-IV) -County
West	Lake Ramsey; RaceTrac Gas Station	Light Industrial (L-I) -City

- ***Other Departmental Comments***

There were no other departmental comments regarding this request.

- ***Zoning History***

The following zoning actions have taken place in the immediate area during the last ten years:

2017 – A request by Keel Property Management, LLC to annex a 6.32± acres tract located at 0 White Sulphur Road was approved with conditional General Business (G-B) zoning for restaurant and retail uses.

2016 – A request by Rochester and Associates, Inc. to rename a 527± linear foot segment of Howard Road to Lanier Tech Drive was approved.

2016 – A request by Timothy Bullard to annex a 20.417± acres tract located at 1582 and 1586 Pine Valley Road was denied for a 240-unit apartment complex with Residential-II (R-II) zoning.

2012 – A request by Pacolet Milliken Enterprises, Inc. to annex a 68.223± acres tract located at 601 White Sulphur Road was approved with conditional Planned Unit Development (P-U-D) zoning for a mixed-use development.

- ***Staff Analysis***

(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The subject property is part of the Lanier Technical College campus and is the proposed location of a conference center. The proposed use is suitable in view of the zoning and development of the adjacent and nearby properties and is consistent with the adjacent property that was annexed with a zoning of Light Industrial (L-I) in 2005 and 2006.

(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

Overall, the proposal should not adversely affect the adjacent nearby properties. The use is part of the master planned Lanier Tech campus which will generate more traffic at the intersection of SR365 and Lanier Tech Drive. However, this signalized intersection is expected to remain at an acceptable level of service. Access to the site will be provided from an internal campus road accessed from Lanier Tech Drive.

As well, the subject property is located within the North Oconee Water Supply Watershed Protection Overlay Zone which is intended to minimize the transport of pollutants and sediment to the water supply, to maintain the yield of water supply watersheds, and to ensure water can be treated to meet federal and state drinking water standards. A land development permit was issued for the proposal in October of 2016 and appropriate soil erosion measures have been installed for the protection of Lake Ramsey. The proposed conference center is approximately 160 feet from Lake Ramsey and much of the property will remain undisturbed.

(3) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

The Gainesville 2030 Future Development Map for the City of Gainesville places the subject property within the *Parks / Recreation / Conservation* land use category. This category includes areas containing or planned for parks and recreation facilities, permanently designated open space, and conservation areas, including buffers along water ways and other environmental features.

According to the Character Area map for the City of Gainesville, the subject property is located within the *Regional Recreation / Conservation* Character Area. Land uses allowed within this area include parks / recreation / conservation and public / institutional. The vision for this area is for the preservation and expansion of these areas as green relief to Gainesville's growing urbanity. Limited development of facilities necessary for public use (interpretive centers, maintenance facilities, trails etc.) is appropriate if done in a way so as not to impact the sites' ecology.

(4) Are there substantial reasons why the property cannot or should not be used as currently zoned?

The subject property is owned by the State of Georgia for the purpose of developing the Lanier Tech campus. The subject property is a remnant parcel that is located within unincorporated

Hall County. The applicant desires to have the entire Lanier Tech campus within the city limits for Gainesville water and sewer services and to reduce any confusion for emergency service response.

(5) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

The proposed use will utilize City water and sewer services which are available and capable of service the Lanier Tech campus. Hall County Fire Station #7 is located off of East Crescent Drive and is approximately 1.7 miles from the subject property. Gainesville Fire Station #1 is located off of Queen City Parkway and is approximately 4.6 miles from the subject property. Gainesville Fire and Police currently serve the adjacent property. The proposed project is non-residential and should have no impacts to the school system. According to the Institute of Transportation Engineers (ITE) Trip Generation Handbook (9th Edition), the entire Lanier Tech campus, based on an enrollment of 6,000 students, will generate a total of 7,380 new weekday trips and 720 A.M. / P.M. new peak hour trips. The vast majority of the trip distribution will originate south of the campus on SR 365.

(6) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties?

The subject property is part of the Lanier Tech campus and is considered a public/institutional use which is permitted within *Regional Recreation / Conservation* Character Area. The planned use for the property includes a conference center area of which most of the property will remain heavily wooded adjacent to Lake Ramsey.

(7) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

The proposed annexation request is logical given its proximity to the city limits and ancillary uses. The proposed conference center appears to promote a reasonable balance between the interests of the City and the neighboring property owners.

- ***Staff Recommendation***

The Planning Division staff is recommending **approval** of this annexation request with **L-I zoning**, based on the Comprehensive Plan and the adjacent uses.

Excerpts from the October 10, 2017 PAB Meeting Minutes

Applicant Presentation: Brian Rochester, Rochester and Associates, 425 Oak Street, stated the Lanier Tech campus on the newly acquired address of 2555 Lanier Tech Way is under construction. He stated the subject property would be the location for a Conference Center on the campus and is an ideal location because it sits atop a knoll overlooking Lake Ramsey. Mr. Rochester stated the main reason for the request to annex the remainder of the campus was to eliminate any confusion as to which jurisdiction would handle any emergency situations which may arise since the safety of the students, faculty and visitors are a top priority. He stated they met with Hall County officials who were understanding of the concern and supported the request.

FAVOR: Dr. Ray Perren, President of Lanier Technical College, stated the proposed Conference Center would seat 750 people banquet style and 1,500 people theater style and was hopeful to make it available to the community as well. He stated the property was donated to the college by the Ramsey Family.

OPPOSE: None

Planning and Appeals Board Comments: None

There was a motion to recommend approval of the request to annex the subject property and to establish zoning as Light Industrial (L-I).

Motion made by Board Member Thompson
Motion seconded by Board Member Delgado
Vote – 6 favor, 1 absent (Rucker)

First Reading: _____
Passed: _____

AN ORDINANCE

No. 2017-

AN ORDINANCE ANNEXING A 8.154± ACRES TRACT HAVING NO ROAD FRONTAGE AND LOCATED EAST OF STATE ROUTE 365 (CORNELIA HIGHWAY), NORTH OF LANIER TECH DRIVE AND HOWARD ROAD (A/K/A 0 HOWARD ROAD); ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to City Limit Boundary)

WHEREAS, a 8.154± acres tract having no road frontage and located east of State Route 365 (Cornelia Highway), north of Lanier Tech Drive and Howard Road (a/k/a **0 Howard Road**), lies within the unincorporated lands of Hall County and adjoins the existing corporate limits of the City of Gainesville; and

WHEREAS, the hereinafter described lands be incorporated and annexed into the City of Gainesville.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I.

That from and after the passage of this Ordinance the following described lands are and shall be annexed into the existing corporate limits of the City of Gainesville, Georgia, so that said lands shall constitute a part of the land within the corporate limits of the City of Gainesville, Georgia, as fully and completely as if the limits had been so defined by the General Assembly of Georgia.

Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 411, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (1/2" OPEN TOP PIPE) LOCATED NORTH 84°25'15" EAST, 1296.89 FEET FROM THE CENTERLINE INTERSECTION OF HOWARD ROAD WITH GEORGIA HIGHWAY 365; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF THE STATE OF GEORGIA NORTH 35°38'13" WEST, 304.08 FEET TO A POINT REFERENCED BY AN IRON PIN FOUND LOCATED NORTH 35°05'09" WEST, 24.88 FEET FROM SAID POINT; THENCE ALONG A DIVISION LINE THROUGH THE PROPERTY NOW OR FORMERLY OF RAMSEY FAMILY PARTNERSHIP, L.P., AND BEING 30' OFF AN PARALLEL TO THE TOP BANK OF RAMSEY LAKE THE FOLLOWING COURSES AND DISTANCES NORTH 11°27'06" EAST, 12.72 FEET TO A POINT; THENCE NORTH 04°28'56" EAST, 28.43 FEET TO A POINT; THENCE NORTH 25°27'31" EAST, 25.33 FEET TO A

POINT; THENCE NORTH 46°45'11" EAST, 13.46 FEET TO A POINT; THENCE NORTH 73°51'26" EAST, 12.95 FEET TO A POINT; THENCE SOUTH 88°40'24" EAST, 37.23 FEET TO A POINT; THENCE NORTH 74°21'32" EAST, 34.17 FEET TO A POINT; THENCE NORTH 43°04'07" EAST, 24.46 FEET TO A POINT; THENCE NORTH 32°43'53" EAST, 52.49 FEET TO A POINT; THENCE NORTH 47°36'20" EAST, 20.96 FEET TO A POINT; THENCE NORTH 62°32'25" EAST, 28.71 FEET TO A POINT; THENCE NORTH 64°09'34" EAST, 33.96 FEET TO A POINT; THENCE NORTH 53°40'53" EAST, 45.74 FEET TO A POINT; THENCE NORTH 45°20'06" EAST, 47.57 FEET TO A POINT; THENCE NORTH 53°52'04" EAST, 22.44 FEET TO A POINT; THENCE NORTH 63°42'37" EAST, 19.36 FEET TO A POINT; THENCE NORTH 79°38'39" EAST, 32.30 FEET TO A POINT; THENCE NORTH 83°13'21" EAST, 44.71 FEET TO A POINT; THENCE SOUTH 86°12'13" EAST, 39.04 FEET TO A POINT; THENCE SOUTH 89°57'44" EAST, 42.69 FEET TO A POINT; THENCE SOUTH 74°18'04" EAST, 22.45 FEET TO A POINT; THENCE SOUTH 56°40'35" EAST, 26.81 FEET TO A POINT; THENCE SOUTH 55°44'00" EAST, 50.94 FEET TO A POINT; THENCE SOUTH 69°24'27" EAST, 73.06 FEET TO A POINT; THENCE SOUTH 72°01'08" EAST, 39.34 FEET TO A POINT; THENCE SOUTH 63°00'53" EAST, 36.56 FEET TO A POINT; THENCE SOUTH 56°29'31" EAST, 65.95 FEET TO A POINT; THENCE SOUTH 63°39'29" EAST, 64.47 FEET TO A POINT; THENCE SOUTH 88°21'52" EAST, 49.23 FEET TO A POINT; THENCE CONTINUING ALONG THE DIVISION LINE A STRAIGHT COURSE AND DISTANCE OF NORTH 87°37'38" EAST, 139.52 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW CAP STAMPED "ROCHESTER – LSF000484"); THENCE ALONG THE PROPERTY NOW OR FORMERLY OF JILL V. RAMSEY THE FOLLOWING COURSES AND DISTANCES SOUTH 02°20'42" EAST, 143.78 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE); THENCE SOUTH 37°08'05" EAST, 88.62 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE); THENCE ALONG THE PROPERTY NOW OR FORMERLY OF THE STATE OF GEORGIA SOUTH 80°37'14" WEST, 908.83 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 8.154 ACRES.

SECTION II.

The Secretary to the City Council of the City of Gainesville is directed to make and file with the Department of Community Affairs of the State of Georgia a certified copy of this Ordinance together with a plat describing lands annexed to the City of Gainesville by this Ordinance.

SECTION III.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION IV.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION V.

The effective date of this Ordinance shall be upon approval by the governing authority of the City of Gainesville, Georgia.

_____
C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____
Denise O. Jordan, City Clerk

First Reading: _____
Passed: _____

AN ORDINANCE

No. 2017-

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON A 8.154± ACRES TRACT HAVING NO ROAD FRONTAGE AND LOCATED EAST OF STATE ROUTE 365 (CORNELIA HIGHWAY), NORTH OF LANIER TECH DRIVE AND HOWARD ROAD (A/K/A 0 HOWARD ROAD) AT THE TIME OF ANNEXATION AS LIGHT INDUSTRIAL (L-I); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to Zoning Map)

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I.

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Light Industrial (L-I)**.

Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 411, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (1/2" OPEN TOP PIPE) LOCATED NORTH 84°25'15" EAST, 1296.89 FEET FROM THE CENTERLINE INTERSECTION OF HOWARD ROAD WITH GEORGIA HIGHWAY 365; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF THE STATE OF GEORGIA NORTH 35°38'13" WEST, 304.08 FEET TO A POINT REFERENCED BY AN IRON PIN FOUND LOCATED NORTH 35°05'09" WEST, 24.88 FEET FROM SAID POINT; THENCE ALONG A DIVISION LINE THROUGH THE PROPERTY NOW OR FORMERLY OF RAMSEY FAMILY PARTNERSHIP, L.P., AND BEING 30' OFF AN PARALLEL TO THE TOP BANK OF RAMSEY LAKE THE FOLLOWING COURSES AND DISTANCES NORTH 11°27'06" EAST, 12.72 FEET TO A POINT; THENCE NORTH 04°28'56" EAST, 28.43 FEET TO A POINT; THENCE NORTH 25°27'31" EAST, 25.33 FEET TO A POINT; THENCE NORTH 46°45'11" EAST, 13.46 FEET TO A POINT; THENCE NORTH 73°51'26" EAST, 12.95 FEET TO A POINT; THENCE SOUTH 88°40'24" EAST, 37.23 FEET TO A POINT; THENCE NORTH 74°21'32" EAST, 34.17 FEET TO A POINT; THENCE NORTH 43°04'07" EAST, 24.46 FEET TO A POINT; THENCE NORTH 32°43'53" EAST, 52.49 FEET TO A POINT; THENCE NORTH 47°36'20" EAST, 20.96 FEET TO A POINT; THENCE NORTH 62°32'25" EAST, 28.71 FEET TO A POINT; THENCE NORTH 64°09'34" EAST, 33.96 FEET TO A POINT; THENCE NORTH 53°40'53" EAST, 45.74 FEET TO A POINT; THENCE NORTH 45°20'06" EAST, 47.57 FEET TO A POINT; THENCE NORTH 53°52'04" EAST, 22.44 FEET TO A POINT; THENCE NORTH 63°42'37" EAST, 19.36 FEET TO A POINT; THENCE NORTH

79°38'39" EAST, 32.30 FEET TO A POINT; THENCE NORTH 83°13'21" EAST, 44.71 FEET TO A POINT; THENCE SOUTH 86°12'13" EAST, 39.04 FEET TO A POINT; THENCE SOUTH 89°57'44" EAST, 42.69 FEET TO A POINT; THENCE SOUTH 74°18'04" EAST, 22.45 FEET TO A POINT; THENCE SOUTH 56°40'35" EAST, 26.81 FEET TO A POINT; THENCE SOUTH 55°44'00" EAST, 50.94 FEET TO A POINT; THENCE SOUTH 69°24'27" EAST, 73.06 FEET TO A POINT; THENCE SOUTH 72°01'08" EAST, 39.34 FEET TO A POINT; THENCE SOUTH 63°00'53" EAST, 36.56 FEET TO A POINT; THENCE SOUTH 56°29'31" EAST, 65.95 FEET TO A POINT; THENCE SOUTH 63°39'29" EAST, 64.47 FEET TO A POINT; THENCE SOUTH 88°21'52" EAST, 49.23 FEET TO A POINT; THENCE CONTINUING ALONG THE DIVISION LINE A STRAIGHT COURSE AND DISTANCE OF NORTH 87°37'38" EAST, 139.52 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW CAP STAMPED "ROCHESTER – LSF000484"); THENCE ALONG THE PROPERTY NOW OR FORMERLY OF JILL V. RAMSEY THE FOLLOWING COURSES AND DISTANCES SOUTH 02°20'42" EAST, 143.78 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE); THENCE SOUTH 37°08'05" EAST, 88.62 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE); THENCE ALONG THE PROPERTY NOW OR FORMERLY OF THE STATE OF GEORGIA SOUTH 80°37'14" WEST, 908.83 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 8.154 ACRES.

SECTION II.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION IV.

This Ordinance is enacted as an amendment to the Code of the City of Gainesville, Georgia, and is to be codified as a part of Section 9-1-1-5.

SECTION V.

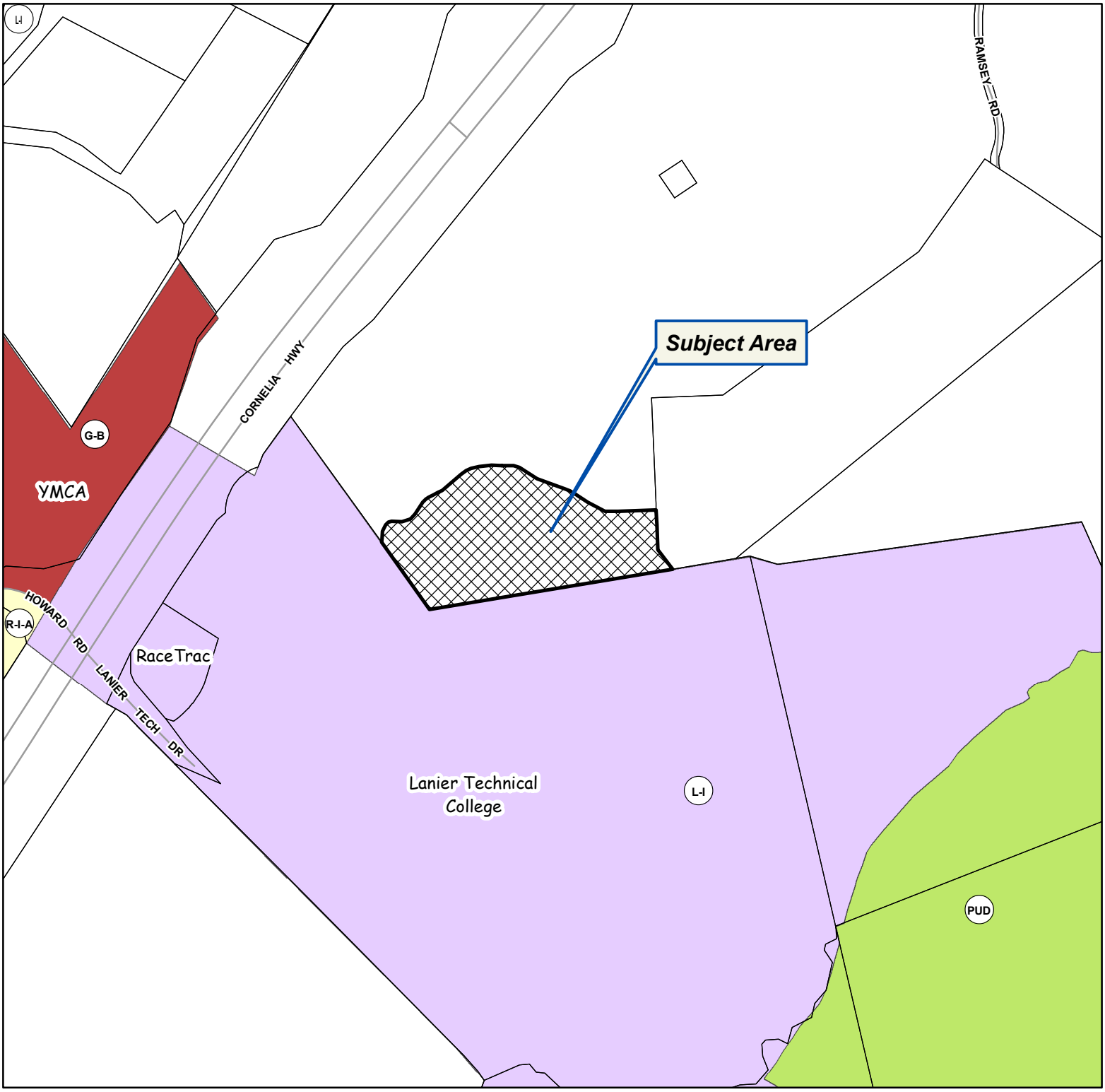
The effective date of this Ordinance shall be upon approval by the governing authority of the City of Gainesville, Georgia.

_____
C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____
Denise O. Jordan, City Clerk



Applicant:

LANIER TECHNICAL COLLEGE

ANNEXATION REQUEST

Request:
Annex 8.154+/- acres with Light Industrial (L-I) zoning for a technical college

Subject Area Address:
0 Howard Road NE

Meeting: 9/12/2017

Prepared: 7/31/2017

Gainesville Community Development Department

Subject Area

N

0 300 600 900 1,200 Feet

1 " = 500 '

Tax Parcel: 15-020-000-068

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0 Howard Road NE

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Gainesville Community Development Department

Subject Area

Aerial from 2015

N

0 300 600 900 1,200 Feet

1 " = 500 '

Tax Parcel: 15-020-000-068

Project Narrative

LOCATION – Lanier Tech Drive at GA 365

ACREAGE – 8.154 acres +/-

APPLICANT - Lanier Technical College

Summary

The accompanying application seeks annexation and zoning district change from AR-IV (Hall County) to L-I (Gainesville) for 8.154 acres of undeveloped property located near Lanier Tech Drive at GA 365 in Hall County. The intent is to add this unincorporated Hall County parcel into the adjacent City property owned by the State of Georgia as a part of the new Lanier Technical College (LTC) campus. The use of the parcel will be consistent with previously approved uses for the balance of the overall property. Completion of development is anticipated by 2019.

Site Description

The parcel is landlocked and bordered on the west and south by the overall LTC property. The northern boundary is formed by a portion of Lake Ramsey and the property to the east is owned by Jill V. Ramsey. The subject parcel was deeded to LTC by Jill Ramsey Mansfield. The parcel is undeveloped and is not known to have been part of any prior zoning or development review. There are no known flood prone areas on or immediately adjacent to the property. Utilities are in proximity to the site and can be extended as needed to serve the property. There are no known impediments to its successful development for the purposes intended.

Adjacent Land Uses

The parcel is adjoined to the south and west by the overall LTC parcel zoned Light Industrial (L-I). The property to the north and west is zoned AR-IV in unincorporated Hall County.

Access

Site access will be internal to the LTC property from the extension of Lanier Tech Drive to serve the overall campus area.

Proximity to Other Uses

Nearest distance to developed commercial property- A RaceTrac convenience store (L-I) is located 750' southwest or the subject parcel.

Nearest distance to undeveloped commercial property – an undeveloped property zoned PUD is located 1300' southeast of the subject parcel.

Nearest distance to a single family home – a single family home is located approximately 2400' northeast of the subject parcel and is apparently owned by the previous owner of the subject parcel

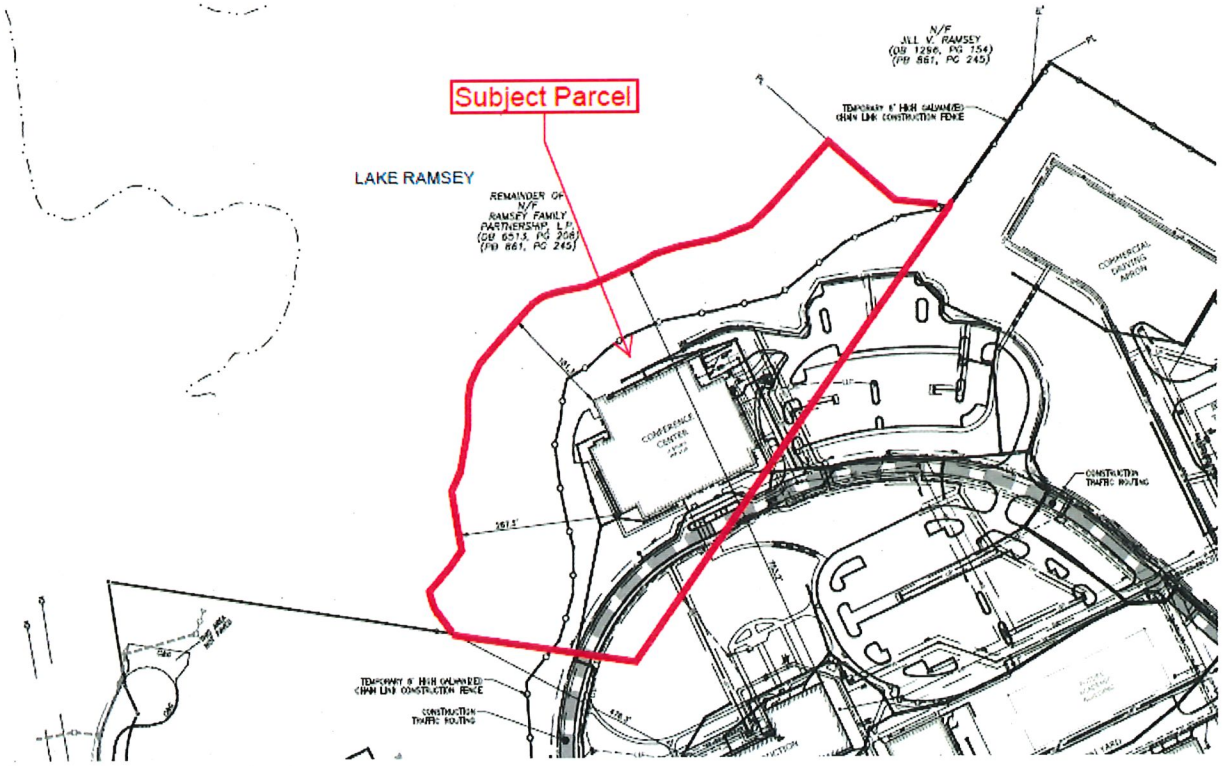
Nearest distance to a subdivision – the Sawyer Mill S/D is located approximately 3400' southeast of the subject parcel

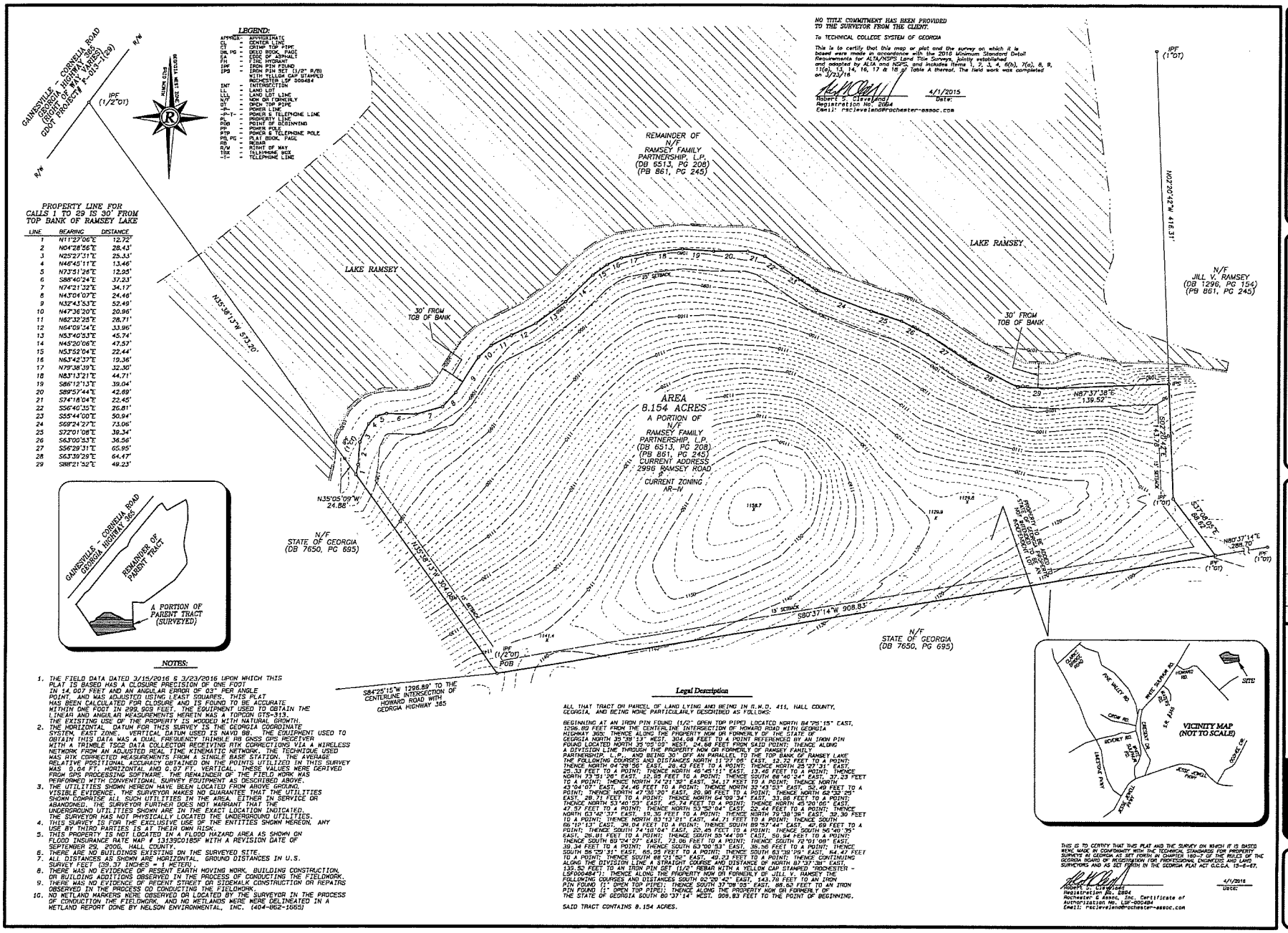
Comprehensive Plan Consistency

The project is consistent with the industrial designation of the Future Land Use Map and numerous Goals, Policies and Objectives of the Comprehensive Plan and is not known or believed to be in conflict with any of the above.

Concept Plan

The overall Site Plan for the LTC property was previously approved.





PROPERTY LINE FOR CALLS 1 TO 29 IS 30' FROM TOP BANK OF RAMSEY LAKE

LINE	BEARING	DISTANCE
1	N11°27'06"E	12.72'
2	N04°28'56"E	28.43'
3	N25°27'11"E	25.33'
4	N46°45'11"E	13.46'
5	N73°51'26"E	12.93'
6	S88°40'24"E	37.23'
7	N74°21'32"E	34.17'
8	N43°04'07"E	24.46'
9	N32°43'53"E	52.49'
10	N47°36'20"E	20.96'
11	N62°32'25"E	28.71'
12	N64°09'24"E	33.96'
13	N53°40'53"E	45.74'
14	N45°20'06"E	47.57'
15	N53°52'04"E	22.44'
16	N63°42'37"E	19.36'
17	N79°38'09"E	32.30'
18	N83°13'21"E	44.71'
19	S86°12'13"E	39.04'
20	S89°57'44"E	42.69'
21	S74°18'04"E	22.45'
22	S56°40'35"E	26.81'
23	S35°44'00"E	50.94'
24	S69°24'27"E	73.06'
25	S72°01'08"E	39.34'
26	S63°00'53"E	36.56'
27	S56°29'31"E	65.95'
28	S63°39'29"E	64.47'
29	S88°21'52"E	49.23'

NOTES:

1. THE FIELD DATA DATED 3/15/2016 & 3/23/2016 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 44,007 FEET AND AN ANGULAR ERROR OF 03" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 299,909 FEET. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS A TOPCON GTS-313. THE EXISTING USE OF THE PROPERTY IS WOODED WITH NATURAL GROWTH.
2. THE HORIZONTAL DATUM FOR THIS SURVEY IS THE GEORGIA COORDINATE SYSTEM, EAST ZONE. VERTICAL DATUM USED IS NAVD 88. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE R8 GNSS GPS RECEIVER WITH A TRIMBLE TSC2 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM AN ADJUSTED REAL TIME KINEMATIC NETWORK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM A SINGLE BASE STATION. THE AVERAGE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED IN THIS SURVEY WAS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL. THESE VALUES WERE DERIVED FROM GPS PROCESSING SOFTWARE. THE REMAINDER OF THE FIELD WORK WAS PERFORMED WITH CONVENTIONAL SURVEY EQUIPMENT AS DESCRIBED ABOVE.
3. THE UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM ABOVE GROUND, VISIBLE EVIDENCE. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
5. THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP # 13139C0185F WITH A REVISION DATE OF SEPTEMBER 29, 2006, HALL COUNTY.
6. THERE ARE NO BUILDINGS EXISTING ON THE SURVEYED SITE.
7. ALL DISTANCES AS SHOWN ARE HORIZONTAL. GROUND DISTANCES IN U.S. SURVEY FEET. (39.37 INCHES = 1 METER).
8. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
9. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS CO CONDUCTING THE FIELDWORK.
10. NO WETLAND MARKERS WERE OBSERVED OR LOCATED BY THE SURVEYOR IN THE PROCESS OF CONDUCTION THE FIELDWORK, AND NO WETLANDS WERE WERE DELINEATED IN A WETLAND REPORT DONE BY NELSON ENVIRONMENTAL, INC. (404-862-1665)

Legal Description

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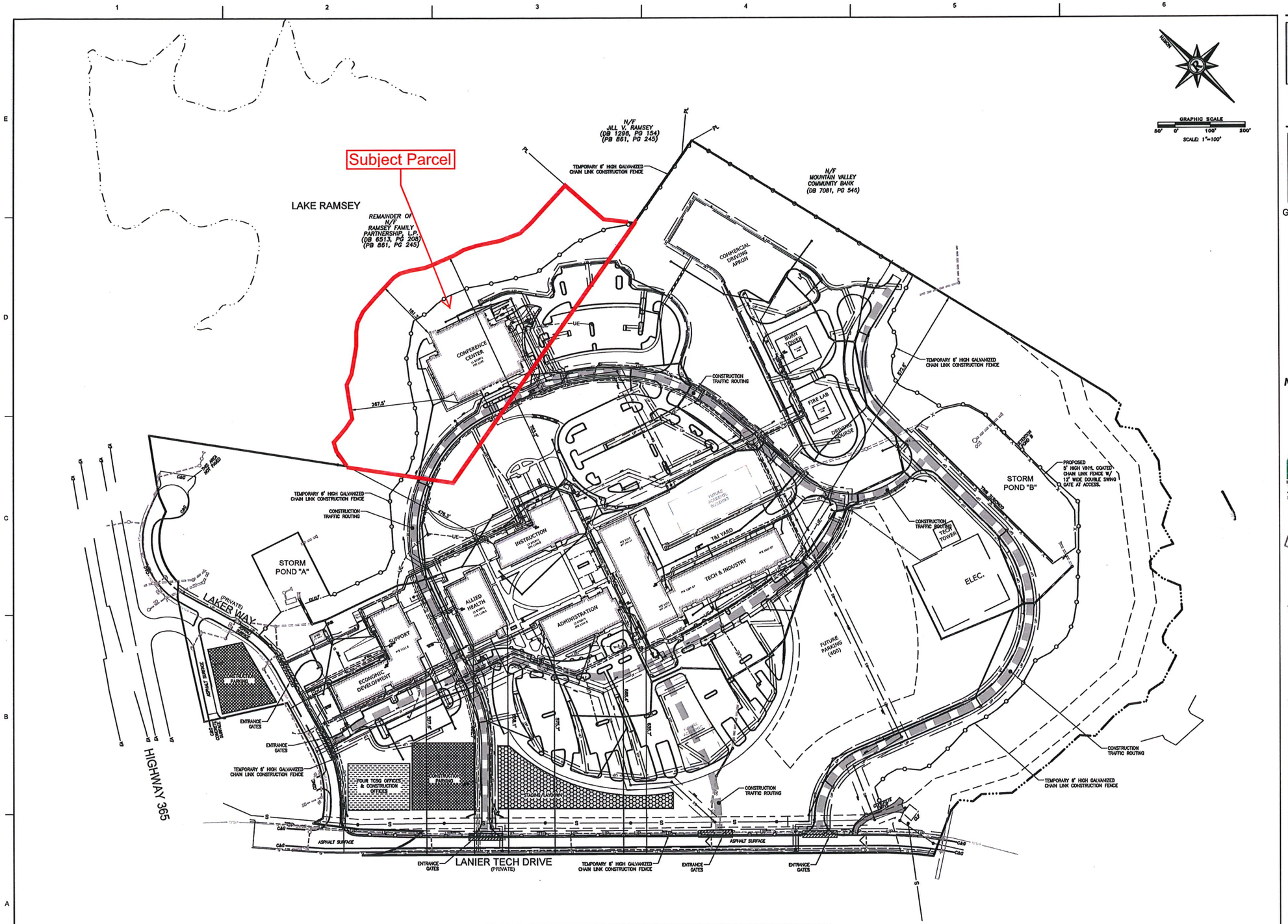
BEGINNING AT AN IRON PIN FOUND (1/2" OPEN TOP PIPE) LOCATED NORTH 84°25'15" EAST, 1296.89 FEET FROM THE CENTERLINE INTERSECTION OF HOWARD ROAD WITH GEORGIA HIGHWAY 365; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF THE STATE OF GEORGIA NORTH 35°38'13" WEST, 304.08 FEET TO A POINT REFERENCED BY AN IRON PIN FOUND LOCATED NORTH 35°05'09" WEST, 24.88 FEET FROM SAID POINT; THENCE ALONG A DIVISION LINE THROUGH THE PROPERTY NOW OR FORMERLY OF RAMSEY FAMILY PARTNERSHIP, L.P., AND BEING 30' OFF AND PARALLEL TO THE TOP BANK OF RAMSEY LAKE THE FOLLOWING COURSES AND DISTANCES NORTH 11°27'06" EAST, 12.72 FEET TO A POINT; THENCE NORTH 04°28'56" EAST, 28.43 FEET TO A POINT; THENCE NORTH 25°27'11" EAST, 25.33 FEET TO A POINT; THENCE NORTH 46°45'11" EAST, 13.46 FEET TO A POINT; THENCE NORTH 73°51'26" EAST, 12.93 FEET TO A POINT; THENCE SOUTH 88°40'24" EAST, 37.23 FEET TO A POINT; THENCE NORTH 74°21'32" EAST, 34.17 FEET TO A POINT; THENCE NORTH 43°04'07" EAST, 24.46 FEET TO A POINT; THENCE NORTH 32°43'53" EAST, 52.49 FEET TO A POINT; THENCE NORTH 47°36'20" EAST, 20.96 FEET TO A POINT; THENCE NORTH 62°32'25" EAST, 28.71 FEET TO A POINT; THENCE NORTH 64°09'24" EAST, 33.96 FEET TO A POINT; THENCE NORTH 53°40'53" EAST, 45.74 FEET TO A POINT; THENCE NORTH 45°20'06" EAST, 47.57 FEET TO A POINT; THENCE NORTH 53°52'04" EAST, 22.44 FEET TO A POINT; THENCE NORTH 63°42'37" EAST, 19.36 FEET TO A POINT; THENCE NORTH 79°38'09" EAST, 32.30 FEET TO A POINT; THENCE NORTH 83°13'21" EAST, 44.71 FEET TO A POINT; THENCE SOUTH 86°12'13" EAST, 39.04 FEET TO A POINT; THENCE SOUTH 89°57'44" EAST, 42.69 FEET TO A POINT; THENCE SOUTH 74°18'04" EAST, 22.45 FEET TO A POINT; THENCE SOUTH 56°40'35" EAST, 26.81 FEET TO A POINT; THENCE SOUTH 35°44'00" EAST, 50.94 FEET TO A POINT; THENCE SOUTH 69°24'27" EAST, 73.06 FEET TO A POINT; THENCE SOUTH 72°01'08" EAST, 39.34 FEET TO A POINT; THENCE SOUTH 63°00'53" EAST, 36.56 FEET TO A POINT; THENCE SOUTH 56°29'31" EAST, 65.95 FEET TO A POINT; THENCE SOUTH 63°39'29" EAST, 64.47 FEET TO A POINT; THENCE SOUTH 88°21'52" EAST, 49.23 FEET TO A POINT; THENCE CONTINUING ALONG THE DIVISION LINE A STRAIGHT COURSE AND DISTANCE OF NORTH 87°37'38" EAST, 139.52 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW CAP STAMPED "ROCHESTER - LSF000484"); THENCE ALONG THE PROPERTY NOW OR FORMERLY OF JILL V. RAMSEY THE FOLLOWING COURSES AND DISTANCES SOUTH 02°20'42" EAST, 143.78 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE); THENCE SOUTH 37°08'03" EAST, 88.65 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE); THENCE ALONG THE PROPERTY NOW OR FORMERLY OF THE STATE OF GEORGIA SOUTH 80°37'14" WEST, 908.83 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 8.154 ACRES.



NOTE:
ALL STREETS THROUGHOUT THE PROPOSED DEVELOPMENT AND STORM SEWER LINES WILL BE PRIVATE AND PRIVATELY MAINTAINED.

POND & S&W ARCHITECTURE ENGINEERING INTERIORS
3500 Parkway Lane
Suite 600
Norcross, GA 30092
Phone (678) 336-7740

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TECHNICAL COLLEGE TCSG SYSTEM OF GEORGIA

GSFIC

GEORGIA STATE FINANCING AND INVESTMENT COMMISSION
270 Washington Street
Atlanta Ga 30334

LANIER Technical College

TCSG 327
NEW HALL COUNTY CAMPUS

TCSG-327
NEW HALL COUNTY CAMPUS
LANIER TECHNICAL COLLEGE

GEORGIA MILITIA DISTRICT 411
HALL COUNTY, GEORGIA

Rochester
LAND SURVEYING • CIVIL ENGINEERING • PROJECT MANAGEMENT
www.rochester-assoc.com

KEY PLAN

SEAL

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 31411 09.23.16 ERIC H. CURTIS

DRAWING ISSUE

MARK	DESCRIPTION	DATE	APPR.
10	COL RANGE	04/26/17	
9	GMP - BC#1	03/31/17	
8	ROAD & WALL REMOVAL	02/08/17	
7	EPD REVISIONS	01/26/17	
6	CCO#3	01/20/17	
5	RFI#5	11/28/16	
4	RFI#6	11/23/16	
3	CCO#1 - BC#2	10/14/16	
2	CCO#1 - BACK CHECK	09/26/16	
1	ISSUED FOR PERMIT	09/22/16	

DESIGNED BY:	EMC
DWN BY:	MPP
CKD BY:	JDF
SUBMITTED BY:	EMC
DATE:	09.23.16
PROJECT #:	#G215108.LTC

SHEET TITLE

OVERALL SITE & UTILIES PLAN

BLD3

SHEET NUMBER
C-103

RELEASED FOR CONSTRUCTION

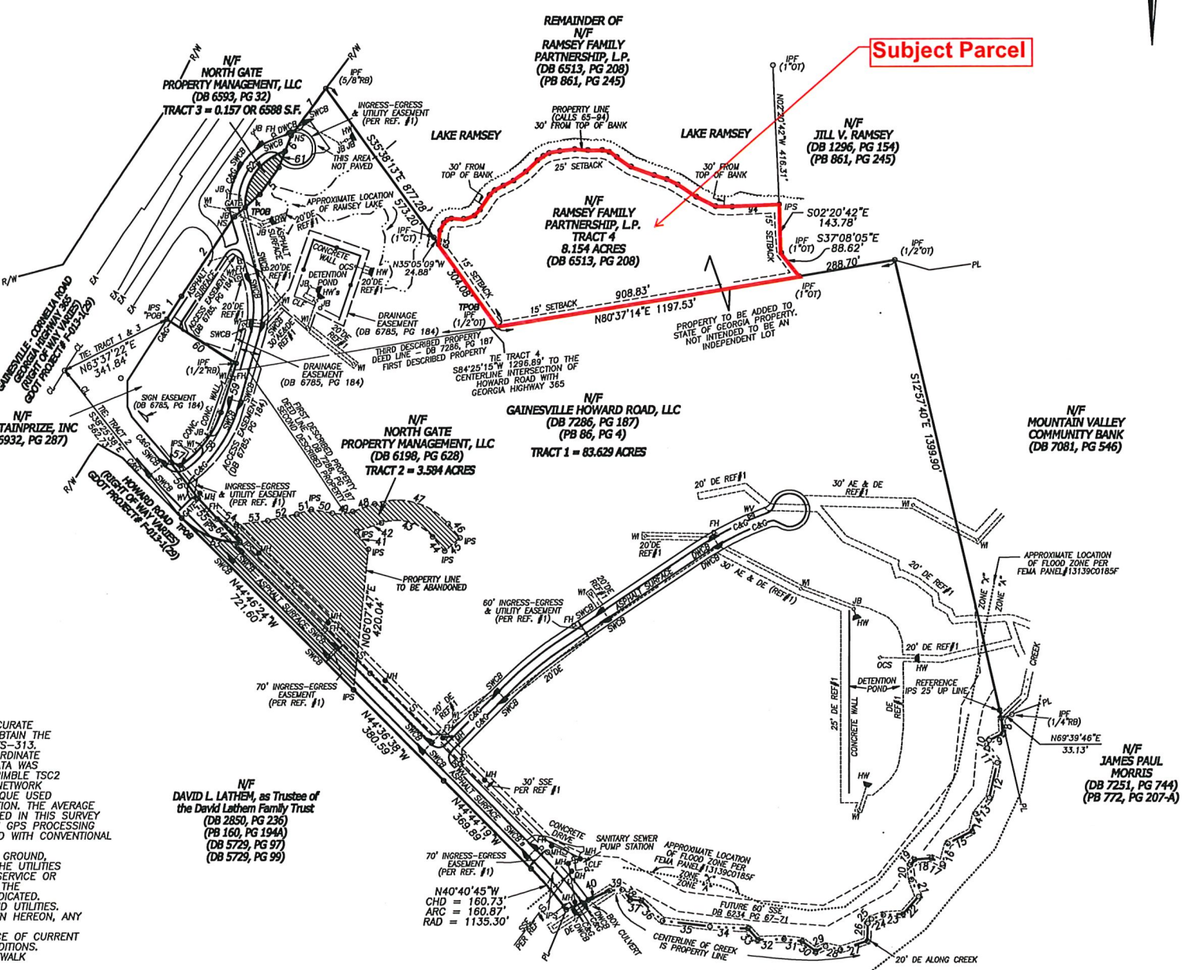
G215108.LTC.SITE.DWG
6/5/2017 3:54 PM

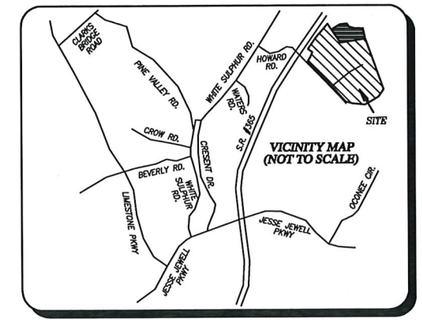
TRACT 1 = 83.629 ACRES
TRACT 2 = 3.584 ACRES
TRACT 3 = 0.157 ACRES
TRACT 4 = 8.154 ACRES
TOTAL AREA AFTER TRANSFER
95.524 ACRES

*** THIS BOUNDARY SURVEY INCLUDES TAX PARCELS 15020 C000006, 15021 000084, 15021 000178 AND A PORTION OF 15021 000085. ***

LEGEND:

AE	-	ACCESS EASEMENT
APPROX	-	APPROXIMATE
BP	-	BRADFORD PEAR
BL	-	BUILDING SETBACK LINE
C&G	-	CURB & GUTTER
CL	-	CENTER LINE
CLF	-	CHAIN LINK FENCE
CMF	-	CONCRETE MONUMENT FOUND
CMP	-	CORRUGATED METAL PIPE
CO	-	CLEAN OUT
CONC	-	CONCRETE
DB,PG	-	DEED BOOK, PAGE
DIP	-	DUCTILE IRON PIPE
DE	-	DRAINAGE EASEMENT
DI	-	DROP INLET
EASE	-	EASEMENT
EA	-	EDGE OF ASPHALT
EC	-	EDGE OF CONCRETE
FES	-	FLARED ENDSECTION
FFE	-	FINISH FLOOR ELEVATION
FH	-	FIRE HYDRANT
-G-	-	GAS LINE
GW	-	GUY WIRE
GP	-	GUY POLE
HC	-	HANDICAP PARKING SPACE
HW	-	HEADWALL
HWF	-	HOG WIRE FENCE
ICV	-	IRRIGATION CONTROL VALVE
INV	-	INVERT ELEVATION
IPF	-	IRON PIN FOUND
IPS	-	IRON PIN SET (1/2" R/B) WITH YELLOW CAP STAMPED ROCHESTER LSF 000484
INT	-	INTERSECTION
JB	-	JUNCTION BOX
LL	-	LAND LOT
LLL	-	LAND LOT LINE
LP	-	LIGHT POLE
LO	-	LIVE OAK
MH	-	MANHOLE
MP	-	METER POLE
MON	-	MONUMENT
N/F	-	NOW OR FORMERLY
OCS	-	OUTLET CONTROL STRUCTURE
OT	-	OPEN TOP PIPE
-P-	-	POWER LINE
-P-T-	-	POWER & TELEPHONE LINE
PS	-	POWER STUB
PBX	-	POWER BOX
PL	-	PROPERTY LINE
PM	-	POWER METER
POB	-	POINT OF BEGINNING
PTLP	-	POWER, TELEPHONE, LIGHT POLE
PP	-	POWER POLE
PTP	-	POWER & TELEPHONE POLE
PB, PG	-	PLAT BOOK, PAGE
PVC	-	POLYVINYL CHLORIDE PIPE
R	-	RADIUS
REF	-	REFERENCE
RB	-	REBAR
RCP	-	REINFORCED CONCRETE PIPE
R/W	-	RIGHT OF WAY
SD	-	STORM DRAIN FLOW
-S-	-	SANITARY SEWER LINE FLOW
SSE	-	SANITARY SEWER EASEMENT
SW	-	SIDEWALK
SWCB	-	SINGLE-WING CATCH BASIN
TBM	-	TEMPORARY BENCHMARK
TBX	-	TELEPHONE BOX
TCP	-	TRASH COMPACTOR PAD
TP	-	TELEPHONE POLE
TMH	-	TELEPHONE MANHOLE
TSP	-	TRAFFIC SIGNAL POLE
TPOB	-	TRUE POINT OF BEGINNING
-T-	-	TELEPHONE LINE
UP	-	UNDERGROUND POWER
UT	-	UNDERGROUND COMMUNICATION
WI	-	WEIR INLET
WF	-	WOOD FENCE
-W-	-	WATER LINE
WM	-	WATER METER
WVT	-	WATER VAULT
WV	-	WATER VALVE
WMH	-	WATER MANHOLE
	-	AREAS TO BE TRANSFERED





CALL TABLE

LINE	CHORD BEARING	CHORD	ARC	RADIUS
1	N32°49'49"E	80.98'		
2	N33°33'07"E	283.68'	283.99'	11273.65'
3	N48°47'04"E	42.42'		
4	N48°47'04"E	59.07'		
5	N35°01'28"E	98.25'		
6	N21°15'52"E	49.92'		
7	N36°13'04"E	174.24'	174.24'	11273.65'
8	S03°59'48"E	45.85'		
9	S64°04'52"W	44.44'		
10	S13°40'12"W	23.61'		
11	S34°09'14"E	52.84'		
12	S12°58'17"W	106.42'		
13	S40°14'05"W	62.97'		
14	S12°44'09"W	52.88'		
15	S62°54'30"W	80.36'		
16	S15°41'43"W	62.26'		
17	N63°53'32"W	37.42'		
18	S85°43'27"W	49.38'		
19	S38°33'01"W	20.17'		
20	S04°28'14"E	43.94'		
21	S21°47'41"E	54.92'		
22	S41°21'16"W	69.26'		
23	S87°12'51"W	58.80'		
24	S71°53'09"W	37.22'		
25	S39°17'09"W	16.67'		
26	S01°44'45"W	52.46'		
27	S72°24'52"W	83.85'		
28	N77°50'07"W	45.68'		
29	S63°25'41"W	32.21'		
30	N53°53'53"W	50.16'		
31	N82°43'46"W	54.70'		
32	S88°49'55"W	77.20'		
33	N41°39'36"W	44.46'		
34	N86°52'30"W	113.60'		
35	N82°51'07"W	141.80'		
36	N46°42'57"W	88.22'		
37	N83°26'11"W	32.02'		
38	N39°57'45"W	38.56'		
39	S86°19'11"W	36.86'		
40	S66°36'46"W	141.46'		
41	N33°09'30"W	63.49'		
42	N70°54'56"E	77.92'		
43	S74°34'26"E	157.73'	167.69'	139.20'
44	S40°16'53"E	55.30'		
45	N49°43'07"E	60.00'		
46	N40°16'53"W	55.30'		
47	N74°35'30"W	225.61'	239.84'	199.20'
48	S70°54'56"W	69.25'		
49	S85°34'39"W	61.28'	61.95'	121.04'
50	N79°45'38"W	63.61'		
51	S72°18'41"W	44.56'		
52	S76°56'10"W	88.50'		
53	S82°55'47"W	93.80'		
54	N72°57'48"W	58.63'		
55	N42°42'57"W	84.08'		
56	N37°13'38"W	134.78'		
57	S72°26'58"E	31.01'		
58	N37°24'04"E	198.54'	201.98'	315.19'
59	N16°43'58"E	152.91'		
60	N57°07'43"W	243.28'		
61	N21°15'52"E	51.57'		
62	N35°31'17"E	205.72'	220.95'	170.00'
63	S66°41'05"E	164.94'	189.49'	248.63'
64	N42°42'57"W	95.23'		
65	N11°27'06"E	12.72'		
66	N04°28'56"E	28.43'		
67	N25°27'31"E	25.33'		
68	N46°45'11"E	13.46'		
69	N73°51'26"E	12.95'		
70	S88°40'24"E	37.23'		
71	N74°21'32"E	34.17'		
72	N43°04'07"E	24.46'		
73	N32°43'53"E	52.49'		
74	N47°36'20"E	20.96'		
75	N82°32'25"E	28.71'		
76	N64°09'34"E	33.96'		
77	N53°40'53"E	45.74'		
78	N45°20'06"E	47.57'		
79	N53°52'04"E	22.44'		
80	N63°42'37"E	18.36'		
81	N79°36'39"E	32.30'		
82	N83°13'21"E	44.71'		
83	S86°12'13"E	39.04'		
84	S89°57'44"E	42.69'		
85	S74°18'04"E	22.45'		
86	S56°40'35"E	26.81'		
87	S55°44'00"E	50.94'		
88	S69°24'27"E	73.06'		
89	S72°01'08"E	39.34'		
90	S63°00'53"E	36.56'		
91	S56°29'31"E	65.95'		
92	S53°39'29"E	64.47'		
93	S86°21'52"E	49.23'		
94	N87°37'36"E	139.52'		

NOTES:

1. THE FIELD DATA DATED 11/20/2015 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 12,319 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 725,286 FEET. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS A TOPCON GTS-313.
2. THE HORIZONTAL DATUM FOR THIS SURVEY IS THE GEORGIA COORDINATE SYSTEM, WEST ZONE. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE R8 GNSS GPS RECEIVER WITH A TRIMBLE TSC2 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM AN ADJUSTED REAL TIME KINEMATIC NETWORK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM A SINGLE BASE STATION. THE AVERAGE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED IN THIS SURVEY WAS 0.04 FT. HORIZONTAL. THESE VALUES WERE DERIVED FROM GPS PROCESSING SOFTWARE. THE REMAINDER OF THE FIELD WORK WAS PERFORMED WITH CONVENTIONAL SURVEY EQUIPMENT AS DESCRIBED ABOVE.
3. THE UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM ABOVE GROUND, VISIBLE EVIDENCE. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON, ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
5. AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
6. THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
7. AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVED EVIDENCE THAT THIS SITE WAS USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
8. A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP # 13139C0185F WITH A REVISION DATE OF SEPTEMBER 29, 2006, HALL COUNTY.
9. THERE ARE NO BUILDINGS EXISTING ON THE SURVEYED SITE.

REFERENCES:

1. TOPOGRAPHIC / AS-BUILT SURVEY FOR NORTH GATE INDUSTRIAL PARK BY FLOYD & ASSOCIATES, INC. DATED - 7/30/2007, JOB# JN27079TOPO
2. ALTA/ACSM LAND TITLE SURVEY FOR TECHNICAL COLLEGE SYSTEM OF GEORGIA PREPARDED BY ROCHESTER & ASSOCIATES, INC. DATED 11/23/2015.
3. ALTA/ACSM LAND TITLE SURVEY FOR TECHNICAL COLLEGE SYSTEM OF GEORGIA PREPARDED BY ROCHESTER & ASSOCIATES, INC. DATED 4/1/16.

THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

DRAFT

Date: 5/12/16

Robert S. Cleveland
Registration No. 2894
Rochester & Assoc. Inc. Certificate of Authorization No. LSF-000484
Email: rscleveland@rochester-assoc.com

Rochester & Associates, Inc.
425 Oak Street N.W. • Gainesville, Georgia 30501
(770)718.0600 (770)718.9090 Fax • www.rochester-assoc.com

RETRACEMENT SURVEY FOR :

TECHNICAL COLLEGE SYSTEM OF GEORGIA

LOCATED IN G.M.D. 411 THE CITY OF GAINESVILLE HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION
		REVISIONS

THIS PLAT IS NOT VALID UNLESS BEARING THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL

GRAPHIC SCALE 100' 0' 200' 400'

GEORGIA REGISTERED DRAFT LAND SURVEYOR Robert S. Cleveland

SHEET 1 OF 2

DATE : 5/12/16
SCALE : 1" = 200'
JOB NO : G215106.LTC
FILE NO. BURT03
DRAWN BY: WDC

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 10/24/2017

Presenter: Matt Tate

Item of Business: **Public Hearing Item for the November 7, 2017 Council Meeting**
Request from **The 5 MCS, LLC** to rezone a 5.24± acre tract located on the southwest side of the intersection of Enota Avenue and Yonah Avenue (a/k/a **1012 Enota Avenue NE**) from Planned Unit Development (P-U-D) and Residential-I (R-I) to Planned Unit Development (P-U-D). **Ward Number: Two.** Tax Parcel Number(s): 01-075-001-024. **Request: Assisted living facility, townhome cottages and single-family home.**

Meeting Date: 11/2/2017

Purpose of Request:
The applicant is proposing to rezone the subject property in order to construct up to 15 cottage style townhomes and to consolidate the zoning as Planned Unit Development (P-U-D). The townhomes are proposed to be located between the existing 65-room Ashton assisted living facility and the single-family home owned by the applicant. The townhome units will be rented with services available from the assisted living facility including cafeteria meal plans, emergency nursing assistance, housekeeping and social gathering areas. Each townhome unit will be one story with 800 square feet of heated space, and will contain a full kitchen, single-bedroom and bathroom. Exterior finishes are to include brick, stone, stucco and masonry consistent with the assisted living facility. Access will be provided from the existing two driveways serving the assisted living facility off of Yonah Avenue and Enota Avenue, and approximately 38 additional parking spaces and sidewalk connectivity will be provided to accommodate residents and visitors. Adjacent uses to the property include single-family homes, apartments, condominiums, and Riverside Park.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:
Planning staff recommended approval with five conditions.

PAB recommended approval with five conditions.

See the PAB Recommendation Report for details and excerpts from the PAB meeting minutes.

SAMPLE MOTIONS

Approve Rezoning
I move to hold first reading on an ordinance to rezone the subject property from Planned Unit Development and Residential-I to Planned Unit Development with the five conditions as proposed.

Deny
I move to deny the rezoning request.

Department Director:
Rusty Ligon

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Legal Ad	Legal Ad
PAB Recommendation Report	Report
Proposed Rezoning Ordinance	Ordinance
Location Maps	Backup Material
Narrative	Backup Material
Survey	Backup Material
Site Plan	Backup Material
Pictures	Backup Material

COMBINED LEGAL AD
Gainesville Planning and Appeals Board
Gainesville City Council

Publish Sunday, September 24, 2017
THE TIMES

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING

Notice is hereby given that the **Gainesville Planning and Appeals Board** will conduct a public hearing on **Tuesday, October 10, 2017** at **5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

1) Request from **David Dell** to vary the front yard setback requirements for a sign on a 0.74± acre tract located on the southwest side of the intersection of Dawsonville Highway and Lake Ranch Court (a/k/a **2197 Dawsonville Highway NW**), having a zoning classification of General Business (G-B).
   Ward Number: One
   Tax Parcel Number(s): 10-094-000-010
   Request: Monument Sign

2) Request from **Lanier Technical College** to annex an 8.154± acres tract having no road frontage and located east of State Route 365 (Cornelia Highway), north of Lanier Tech Drive and Howard Road (a/k/a **0 Howard Road**) and to establish zoning as Light Industrial (L-I).
   Ward Number: Two
   Tax Parcel Number(s): 15-020-000-068
   Request: Technical College

3) Request from **The 5 MCS, LLC** to rezone a 5.24± acre tract located on the southwest side of the intersection of Enota Avenue and Yonah Avenue (a/k/a **1012 Enota Avenue NE**) from Planned Unit Development (P-U-D) and Residential-I (R-I) to Planned Unit Development (P-U-D).
   Ward Number: Two
   Tax Parcel Number(s): 01-075-001-024
   Request: Assisted living facility, townhome cottages and single-family home

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE GAINESVILLE ZONING MAP

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, November 7, 2017** at **5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

1) Request from **Lanier Technical College** to annex an 8.154± acres tract having no road frontage and located east of State Route 365 (Cornelia Highway), north of Lanier Tech Drive and Howard Road (a/k/a **0 Howard Road**) and to establish zoning as Light Industrial (L-I).
   Ward Number: Two
   Tax Parcel Number(s): 15-020-000-068
   Request: Technical College

2) Request from **The 5 MCS, LLC** to rezone a 5.24± acre tract located on the southwest side of the intersection of Enota Avenue and Yonah Avenue (a/k/a **1012 Enota Avenue NE**) from Planned Unit Development (P-U-D) and Residential-I (R-I) to Planned Unit Development (P-U-D).
   Ward Number: Two
   Tax Parcel Number(s): 01-075-001-024
   Request: Assisted living facility, townhome cottages and single-family home

Additional information is available from the Community Development Department, Planning Division, by calling 770-531-6570.

NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating $250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 3 {c})

GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION

Applicant and Property Owner..... The 5 MCS, LLC

Location..... 1012 Enota Avenue

Request..... Rezone from R-I and P-U-D to P-U-D

Size ..... 5.24± acres

Ward..... Two

Proposed Use..... Assisted living facility, townhome cottages and single-family home

Planning Division Staff Recommendation ..... **Approval, with conditions**

Planning and Appeals Board Recommendation.... **Approval, with conditions**

Date..... October 10, 2017

- ***Applicant's Proposal and Background Information***

The subject property is zoned Residential-I (R-I) and Planned Unit Development (P-U-D) and contains an established two-story, single-family home and the 65-room Ashton assisted living facility that was rezoned in 2013 and later constructed in 2015. The purpose of the request is to consolidate the zoning as Planned Unit Development (P-U-D) in order to construct up to 15 cottage style townhomes. The townhomes are proposed to be located between the existing assisted living facility and the single-family home which are both owned by the applicant. For financing reasons, it is the intent of the applicant to create a total of 3 lots including the home, assisted living facility and proposed townhome cottages.

The townhome units will be rented with services available from the assisted living facility including cafeteria meal plans, emergency nursing assistance, housekeeping and social gathering areas. Each townhome unit will be one story with 800 square feet of heated space, and will contain a full kitchen, single-bedroom and bathroom. Exterior finishes are to include brick, stone, stucco and masonry consistent with the assisted living facility. No buffers are proposed due to the adjacent multi-family uses. The proposed setbacks include 15-feet from Yonah Avenue and the southerly property line, 25-feet from the westerly property line and 0-feet between interior property lines.

Access will be provided from the existing two driveways serving the assisted living facility off of Yonah Avenue and Enota Avenue. Approximately 38 additional parking spaces and sidewalk connectivity will be provided to accommodate residents and visitors. The existing driveway serving the single-family home will be relocated to better serve the property.

- ***Adjacent Land Use and Zoning***

Location	Use	Zoning
North / East	Single-family homes; Riverside Park	Residential-I (R-I)
South	Apartments; Condominiums	Residential-II (R-II); Planned Unit Development (P-U-D)
West	Apartments; Single-family homes; Offices	Residential-I (R-II) Office and Institutional (O-I)

- ***Zoning History***

The following zoning actions have taken place in the immediate area during the last ten years:

2017 - A request by Adams & Copeland, LLC for a special use for a hair salon and office within the Office and Institutional (O-I) zoning district located at 1665 Thompson Bridge Road was approved with conditions.

2017 - A request by Montecito Development for a special use for a convenience store with fuel pumps within the Neighborhood Business (N-B) zoning district located at 1281 Thompson Bridge Road was denied.

2017 - A request by Montecito Development to rezone a 0.48± acres tract located at 149 Enota Avenue from Office and Institutional (O-I) to Neighborhood Business (N-B) zoning district with a special use was denied.

2016 - A request by Jack Bailey to rezone a 0.61± acre tract located at 1665 Thompson Bridge Road NW from Residential-I (R-I) to Office and Institutional (O-I) was approved with conditions for an insurance office.

2016 - A request by Teresa Vickers for a special use for a hair salon within the Office and Institutional (O-I) zoning district located at 977 and 983 Enota Avenue was approved with conditions.

2015 - A request by David P. Johnson to rezone a 1.458± acres tract located at 1537 and 1551 Thompson Bridge Road; and 135 Virginia Circle from Residential-I (R-I) to Neighborhood Business (N-B) with a special use for restaurant with drive-thru and retail was denied.

2014 – A request by Polestar Development, LLC to rezone a 1.741± acres tract located at 1435 Thompson Bridge Road from Residential-II (R-II) to Regional Business (R-B) for a grocery store and fuel service station was approved with conditions.

2013 - A request by Michael Slate to rezone a 0.67± acre tract located at 971 Lanier Avenue NE from Residential-I (R-I) to Residential and Office (R-O) for a professional office was approved with conditions.

2012 - A request by WAG Properties, Inc. to annex a 0.68± acre tract located at 1868 Thompson Bridge Road for a transportation logistics brokerage was approved with General Business (G-B) zoning.

2011 - A request by Greg Loyd for a special use for a Dunkin Donut restaurant with a drive thru within the Neighborhood Business (N-B) zoning district located at 1151 Thompson Bridge Road was approved with conditions.

2011 - A request by Jamie Collins to rezone a 1.149± acres tract located at 1452, 1464 and 1472 Thompson Bridge Road NE from Residential-I (R-I) and Neighborhood Business (N-B) to General Business (G-B) for a Taco Bell restaurant was approved with conditions.

2011 - A request by One Eleven, LLC for a special use for the Little Yellow Coffee House with a drive-thru within the Neighborhood Business (N-B) zoning district located at 996 Thompson Bridge Road was approved with conditions.

2010 - A request by Pam Abernathy for a special use for a single-family residence within the Office and Institutional (O-I) zoning district located at 1745 Thompson Bridge Road was approved with conditions.

2010 - A request by Yonah Burger for a special use for a restaurant with a drive-thru within the Neighborhood Business (N-B) zoning district located at 1191 and 1195 Thompson Bridge Road was approved with conditions.

2009 - A request by Lakewood Baptist Church to rezone a 39.53± acres tract located at 2235 Thompson Bridge Road from Residential-I (R-I), Residential-II (R-II) and General Business (G-B) to Planned Unit Development (P-U-D) for future expansion of the church was approved with conditions.

2008 - A request by Danny Allen to rezone a 0.77± acre tract located at 1770 and 1786 Thompson Bridge Road from Residential-I (R-I) to Residential and Office (R-O) for residential and office uses was approved with conditions.

2007 - A request by Mike Weaver to rezone a 0.6± acre tract located at 1750 Thompson Bridge Road from Residential-I (R-I) to Residential and Office (R-O) for an attorney's office was approved with conditions. This request was approved after two previous attempts to rezone the subject property were denied.

2007 - A request by Ken Selzer to rezone 0.814± acre from Residential-I (R-I) to Residential and Office (R-O) for residential and office uses at 1143, 1153, and 1167 Green Street Circle was denied by the Planning and Appeals Board and the request was withdrawn during City Council first reading.

- ***Staff Analysis***

(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The proposed use appears to be compatible with the surrounding properties and will serve as a transitional use between the adjacent multi-family and single-family properties. The surrounding uses include a mixture of single-family detached homes, multi-family apartments, condominiums and professional office uses which are zoned Residential-I (R-I), Residential-II (R-II), Planned Unit Development (P-U-D) and Office and Institutional (O-I). Located to the west along Thompson Bridge Road are non-residential uses that include various office, service, restaurant and retail commercial businesses, including banks, medical offices, restaurants, and the Publix shopping center.

(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

The proposed use should have minimal impacts to the surrounding area as it will be positioned between the existing assisted living facility and the single-family home owned by the applicant. The adjacent condominium development would be most visually impacted by the proposal; however, existing and new vegetation should provide for sufficient buffer. Other effects from the development will include additional traffic to the existing road network. However, this should be minimal given the scale of the proposed addition and the minimal impacts created by the assisted living facility.

(3) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

The proposed use is compatible with the Comprehensive Plan. The subject property is located within the *Medium-High Density Residential* land use category of the Future Land Use Map and the *Traditional Neighborhoods* Character Area. These areas primarily support residential uses but do allow for neighborhood serving business development that respect and mirror the scale of the surrounding neighborhood. The proposed use is residential / institutional in nature and appears to promote a transitional balance between the existing single-family, multi-family and nearby commercial uses. Land uses allowed in the Northern Neighborhoods include low-density and medium-density residential, mixed-use / commercial (expand to Enota Drive, Park Hill Drive, Thompson Bridge Road, MLK Boulevard, and Downey Boulevard), public / institutional, and parks / recreation / conservation.

(4) Are there substantial reasons why the property cannot or should not be used as currently zoned?

The subject property is currently zoned Residential-I (R-I) and Planned Unit Development (P-U-D). The property is required to be rezoned due to the proposed townhome cottages addition. The property could continue to function as is; however, there is sufficient land for the townhome cottages which appear to complement the existing assisted living facility.

(5) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

The property currently utilizes various city services include water, sewer, roads and public safety which are adequate to serve the proposal. According to the applicant solid waste pick up will continue to be served by the existing private dumpster facility that is used for the assisted living facility. The Fire and Police Departments currently respond to adjacent and nearby properties. Gainesville Fire Station No. 2 is approximately 1.0 mile from the subject property.

Additional ingress and egress traffic movements are expected to be produced by the proposed development along Enota Avenue and Yonah Avenue. According to the Institute of Transportation Engineers 9th Edition Trip Generation Manual, the existing assisted living facility, existing single-family home and proposed 15 townhome cottages combined are expected to generate approximately 265 trips per weekday and approximately 21 trips per AM peak hour and 32 trips per PM peak hour. The proposed townhome cottages account for 33% of the total weekday trips. This project was not large enough to require a traffic impact study be performed.

Given the proposed use, there will be no adverse impacts on the school system.

(6) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties?

The Future Land Use Map of the Comprehensive Land Use Plan supports residential development at moderate to high densities for the subject property. This suggests the surrounding area could consist of a mixture of residential uses or possibly small scale office/business uses in the future. Infill development provides an opportunity for housing alternatives in the urban area while reducing the need for outward expansion of the community.

The subject property is adjacent to a mixture of uses and is located in close proximity to a commercial node (intersection of Thompson Bridge Road and Enota Avenue). As well, the subject property is located within a transitional area along Enota Avenue which is a heavily traveled connector road that provides access to significant uses such as Enota Elementary school and Northeast Georgia Medical Center. It appears the proposed use could serve as a transitional use which is encouraged when appropriately scaled and presents minimal impact to the adjacent neighborhoods.

(7) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

The proposed use is similar in size and scale to what is currently approved for the property. Due to the fact that the property is surrounded by residential and non-residential zoning districts and uses, it appears the proposal promotes a reasonable balance between the public health, safety, morality, or general welfare and the right to unrestricted use of property.

- ***Staff Recommendation***

The Planning Division staff is recommending **conditional approval** of this rezoning request, based on the Comprehensive Land Use Plan and the adjacent residential and non-residential uses.

Conditions

1. **The proposal shall meet or exceed the development standards as depicted within the narrative, concept plan and pictures submitted with the application and are subject to Community Development Department Director approval.**
2. **The existing trees located within the subject property shall remain except for what is only necessary to be removed for the development. The required tree/landscape plan shall provide for additional evergreen trees and deciduous trees planted between the proposed townhome cottages and the southerly property line and Yonah Avenue. The number, location, spacing, size and type of trees planted shall be subject to Community Development Department Director approval.**
3. **Access point design and sidewalk location and design along Yonah Avenue must be reviewed and approved by the Gainesville Public Works Department. All road and sidewalk improvements associated with access to the subject property shall be at the full expense of the developer.**
4. **The subject property shall be limited to the two existing monument signs located along Enota Avenue which are limited to a height of six (6) feet and thirty-two (32) square feet in size with indirect lighting.**
5. **An updated as-built boundary survey/plat shall be recorded prior to obtaining a Certificate of Occupancy for the proposed use.**

Excerpts from October 10, 2017 PAB Meeting Minutes

Applicant Presentation: Ed Myers, Myers and Company, 752 Chattahoochee Place, stated the proposal is similar to projects the applicant has completed in Gwinnett County which provides independent living for elderly residents with access to some services from the assisted living facility such as meals, laundry and cleaning.

FAVOR: None

OPPOSE: Anne Chenault, 1256 Riverside Drive, stated she lives next door to the Mormon Church and close to several condominiums and apartment complexes all of which used to be single-family residences and questioned why we have zoning if it is constantly changed. As a resident, she felt she had no protections. She stated she was opposed to the original rezoning in which Vice-Chair Fleming was involved in the sale of the subject property. Ms. Chenault stated they were told then that nothing else would be added but now the applicant is requesting to expand to townhomes. She understood the business aspect of why the applicant is requesting the townhomes but felt it was not the surrounding property owner's responsibility to guarantee him a profit. She stated the neighborhood was being chipped away and asked the Board to deny the rezoning because once the property is rezoned to Planned Unit Development, there was nothing to stop the applicant from demolishing the existing single-family home for expansion again in the future.

Mary Carden, 1354 Riverside Drive, stated that people who reside in assisted living facilities typically do not drive; however, with the expansion of the development into townhomes, the applicant is proposing 38 additional parking spaces, which is over two parking spaces per unit. She was concerned about the additional traffic this would create on Enota Avenue, noting no one wants to live on a busy street and she was afraid of losing the neighborhood. Ms. Carden stated she moved to the area because it was a stable neighborhood and has moved two other times in the past to avoid such development. She asked the Board to consider the impact the development would have on the whole neighborhood.

Planning and Appeals Board Comments: Vice-Chair Fleming addressed a comment made by Anne Chenault and clarified that she was the listing agent for the subject property when it was sold to Curtis McGill and noted she recused herself from the public hearing when action was taken on the request.

Upon inquiry by Chairman Carter, Planning Manager Matt Tate clarified that the proposed Planned Unit Development (P-U-D) zoning is site specific and would define what is permitted within the subject property. He stated the maximum number of townhomes allowed on the property is 15 and could ultimately be less. Any amendments to the P-U-D zoning would require the request to come back before the Planning and Appeals Board and City Council for consideration.

REBUTTAL: Curtis McGill, 1253 Yonah Avenue, stated he currently lives in the single-family home which had to be renovated. He stated the subject property was deteriorating and there were some deplorable housing in the area and he felt the area has improved with the completion of Ashton Senior Living. Mr. McGill stated Enota Avenue has always been a cut through to get across town and it will continue to get worse and there is nothing he could do about it. He explained the proposed cottages are like small, upscale and modern homes and is an alternative for spouses of residents who are in the assisted living facility. He felt they are helping senior citizens with the proposal.

There was a motion to recommend conditional approval of the request to rezone the subject property from Planned Unit Development (P-U-D) and Residential-I (R-I) to Planned Unit Development (P-U-D) with the following conditions:

<u>Conditions</u>

1. **The proposal shall meet or exceed the development standards as depicted within the narrative, concept plan and pictures submitted with the application and are subject to Community Development Department Director approval.**

2. **The existing trees located within the subject property shall remain except for what is only necessary to be removed for the development. The required tree/landscape plan shall provide for additional evergreen trees and deciduous trees planted between the proposed townhome cottages and the southerly property line and Yonah Avenue. The number, location, spacing, size and type of trees planted shall be subject to Community Development Department Director approval.**
3. **Access point design and sidewalk location and design along Yonah Avenue must be reviewed and approved by the Gainesville Public Works Department. All road and sidewalk improvements associated with access to the subject property shall be at the full expense of the developer.**
4. **The subject property shall be limited to the two existing monument signs located along Enota Avenue which are limited to a height of six (6) feet and thirty-two (32) square feet in size with indirect lighting.**
5. **An updated as-built boundary survey/plat shall be recorded prior to obtaining a Certificate of Occupancy for the proposed use.**

Motion made by Board Member White
Motion seconded by Board Member Delgado
Vote – 5 favor, 1 opposed (Martin), 1 absent (Rucker)

First Reading: _____
Passed: _____

AN ORDINANCE

No. 2017-

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY CHANGING THE ZONING ON A 5.24± ACRES TRACT LOCATED ON THE SOUTHWEST SIDE OF THE INTERSECTION OF ENOTA AVENUE AND YONAH AVENUE (A/K/A 1012 ENOTA AVENUE NE) FROM PLANNED UNIT DEVELOPMENT (P-U-D) AND RESIDENTIAL-I (R-I) TO PLANNED UNIT DEVELOPMENT, WITH CONDITIONS (P-U-D-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to Zoning Map)

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I.

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Planned Unit Development, with conditions (P-U-D-c):**

Conditions

1. **The proposal shall meet or exceed the development standards as depicted within the narrative, concept plan and pictures submitted with the application and are subject to Community Development Department Director approval.**
2. **The existing trees located within the subject property shall remain except for what is only necessary to be removed for the development. The required tree/landscape plan shall provide for additional evergreen trees and deciduous trees planted between the proposed townhome cottages and the southerly property line and Yonah Avenue. The number, location, spacing, size and type of trees planted shall be subject to Community Development Department Director approval.**
3. **Access point design and sidewalk location and design along Yonah Avenue must be reviewed and approved by the Gainesville Public Works Department. All road and sidewalk improvements associated with access to the subject property shall be at the full expense of the developer.**
4. **The subject property shall be limited to the two existing monument signs located along Enota Avenue which are limited to a height of six (6) feet and thirty-two (32) square feet in size with indirect lighting.**
5. **An updated as-built boundary survey/plat shall be recorded prior to obtaining a Certificate of Occupancy for the proposed use.**

Legal Description

All that tract or parcel of land lying and being in Land Lot 139, 9th Land District, City of Gainesville, Hall County, Georgia as shown on a plat prepared by Patton Land Surveying, LLC, for The 5 MC'S, LLC, Ashton Senior Living, Gainesville, Inc., Touchmark National Bank, Small Business Access Partners, Inc., U.S. Small Business Administration, Chicago Title Insurance Company, last revised April 25th, 2016 and being more particularly described as follows:

Beginning at a PK Nail set at the intersection of the Southerly right-of-way line of East Enota Drive (40' wide r/w) with the Westerly right-of-way line of Yonah Avenue (40' wide r/w), located at Georgia State Plane Coordinate Northing 1571978.82, Easting 2398560.71, Georgia West Zone, North American Datum of 1983/2007 adjustment;

Thence following the Westerly right-of-way line of said Yonah Avenue the following courses:
Thence South 74 degrees 31 minutes 35 seconds East for a distance of 396.19 feet to a 1/2" rebar pin found; Thence South 74 degrees 36 minutes 03 seconds East for a distance of 174.40 feet to a 1/2" rebar pin set;

Thence leaving Yonah Avenue the following courses:
Thence South 59 degrees 44 minutes 36 seconds West for a distance of 759.64 feet to a 1/2" crimp top pin found; Thence North 30 degrees 51 minutes 26 seconds West for a distance of 98.69 feet to a 3/4" crimp top pin found; Thence North 30 degrees 47 minutes 48 seconds West for a distance of 100.02 feet to a 1-1/2" open top pin found; Thence North 30 degrees 48 minutes 02 seconds West for a distance of 201.94 feet to a 1/2" rebar pin set on the Southerly right-of-way line of said East Enota Drive;

Thence following East Enota Drive the following course:
Thence North 58 degrees 31 minutes 16 seconds East for a distance of 365.17 feet to a point; and said point being the POINT OF BEGINNING.

SECTION II.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION IV.

This Ordinance is enacted as an amendment to the Code of the City of Gainesville, Georgia, and is to be codified as a part of Section 9-1-1-5.

SECTION V.

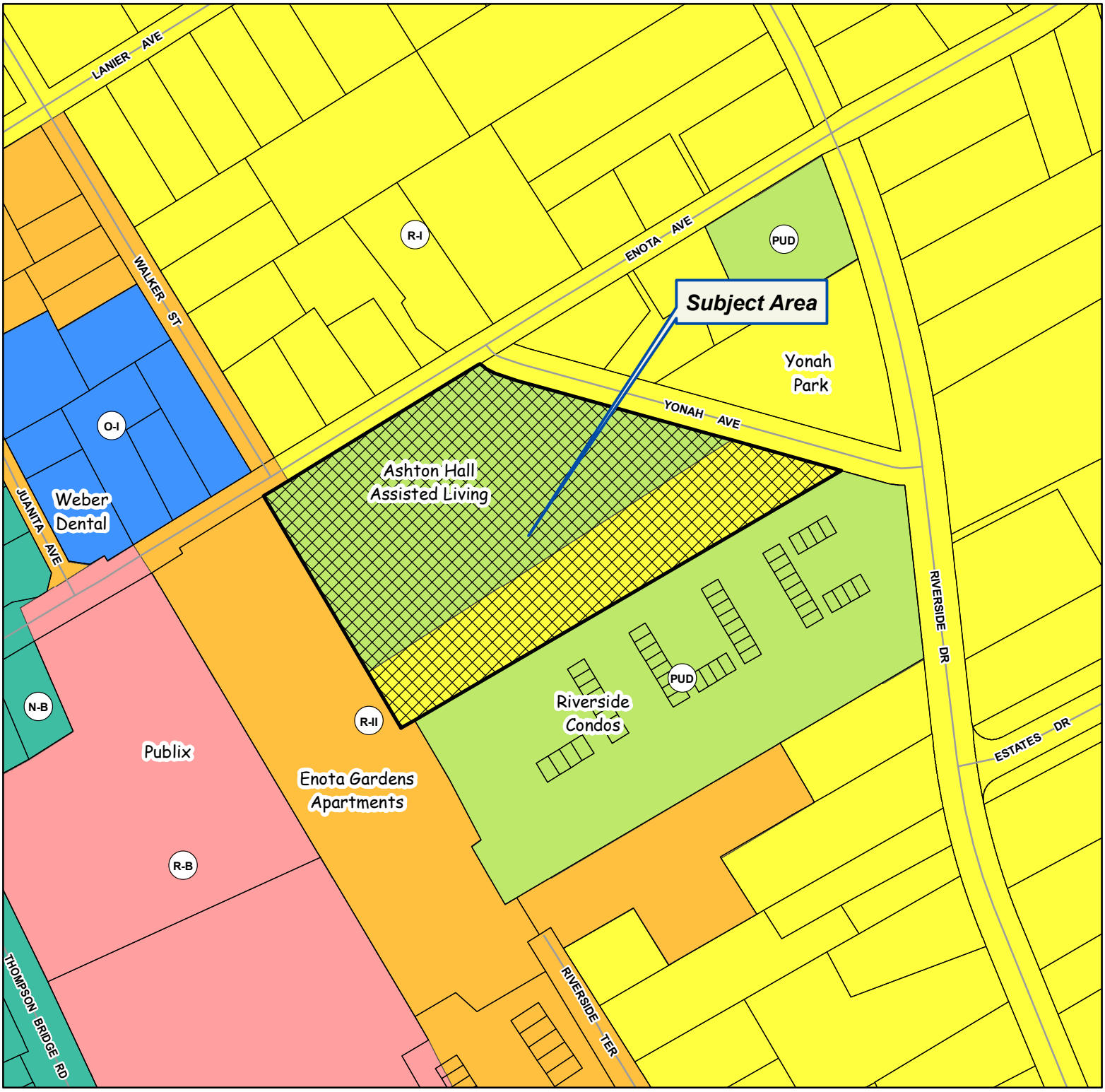
The effective date of this Ordinance shall be upon approval by the governing body of the City of Gainesville, Georgia.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk



Applicant:

THE 5 MCS, LLC

REZONING REQUEST

Request:
Rezone 5.24+/- acres from P-U-D and R-I to P-U-D for an assisted living facility, townhome cottages and single family home

Subject Area Address:
1012 Enota Ave

Meeting: 10/10/2017

Prepared: 9/5/2017

Gainesville Community Development Department

Subject Area

N

0 120 240 360 480 Feet

1 " = 200 '

Tax Parcel: 01-075-001-024

Applicant:

THE 5 MCS, LLC

REZONING REQUEST

Request:
Rezone 5.24+/- acres from P-U-D and R-I to P-U-D for an assisted living facility, townhome cottages and single family home

Subject Area Address:
1012 Enota Ave

Meeting: 10/10/2017

Prepared: 9/5/2017

Gainesville Community Development Department

Subject Area

Aerial from 2015

N

0 120 240 360 480 Feet

1 " = 200 '

Tax Parcel: 01-075-001-024

REZONING APPLICATION NARRITIVE

ASHTON SENIOR LIVING

PUD DEVELOPMENT

The 5MC's, LLC

Introduction

The applicant is requesting rezoning for a PUD zoned commercial development at the corner of Enota Ave and Yonah Dr. The property is currently an assisted living facility with a single family home. The development covers 5.23 acres. This proposal will incorporate the existing single family home into development, which is used by the owner of the facility, and add several townhome cottages for expanded services.

Existing Site Description

The site is located on the southern corner of Enota Ave and Yonah Ave. The property to the southeast is a PUD condominium development and to the southwest is an apartment complex.

Currently the site is a 65 room assisted living facility that was constructed in 2014. The existing single family house facing Yonah Ave was renovated at the same time and is the home for the owner of the facility.

Proposed Site Description

To further expand Ashton Senior Living's services, townhome cottages are being proposed behind the assisted living building and the single family house. This strip of land was originally a long shotgun lot for the single family home. The cottages will be rental units with services available from the main assisted living facility. Services may include meal plans in the cafeteria, emergency nursing assistance, housekeeping and a social gathering area. The target customer is for aging people who are still able to live independently, but would like to have help close by, if needed.

The buildings shall be brick, stone, stucco or masonry finish and will have parking off of the rear access drive. The total development will consist of 3 lots for financing reasons. The main assisted living building will be a lot, the townhome cottages will be on another lot and the single family home will be on the third lot.

The driveway for the single family home will be relocated to straighten up a difficult skew that currently exists. This new access drive will also provide parking for some of the cottage units. There will be access easements for all the uses across the various properties to prevent access issues in the future.

The maximum number of proposed cottages will be 15. The target size will be around 800 square feet of heated floor space all on one level. The vision that Mr. McGill has is to provide a top quality living space for his clients, just as he has done with the assisted living facility. He is currently working on the design for the units using the latest 3D modeling to provide a truly up to date look for the units. It will provide an independent living home with a full kitchen, single bedroom and bathroom. They will be leased and it is anticipated that two buildings will begin construction in the next 12 to 18 months. The market will dictate the construction for the remaining units. The applicant has had great success in his Gwinnett facility with rental cottages. It has provided a valuable service as a transition for his clients.

Buffers and Landscaping

No buffers are proposed for this development because the adjacent properties are various multi-family developments. A 15-foot building setback is proposed along the street frontages and with the adjacent PUD development to the southeast. A 25-foot setback is proposed for the southwestern property line. The interior lot line setback will be 0 feet as the various sections all work together.

Water, Sewer, Storm Water

The site is currently served by city water and sewer. The existing assisted living building is sprinkled and the proposed townhome cottages will also be sprinkled for safety reasons. Two existing storm water ponds currently serve the property. These ponds may be modified for additional capacity along with gravel infiltration for the proposed cottages. The infiltration trenches will comply with the latest storm water methods to provide infiltration and a reduction in the storm water runoff from the development.

Comprehensive Land Use Plan

The Comprehensive Land Use Plan calls for these parcels to Medium-High Density Residential. This is what is proposed for this development.

Conclusion

It is therefore concluded that this development is in keeping with the comprehensive plan, is an asset to the community, and has been conceived and planned with compatibility to the neighborhood. The 5 MC's, LLC. respectfully requests that this development be approved as submitted.

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WEST ZONE, NORTH AMERICAN DATUM OF 1983\2007 ADJUSTMENT. THE SCALE FACTOR FOR THIS SITE IS: 0.999991190. (GRID DISTANCE\SCALE FACTOR=GROUND DISTANCE). ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES UNLESS OTHERWISE STATED.

2. CONVENTIONAL EQUIPMENT USED FOR MEASUREMENT WAS A TOPCON PS 103. GPS EQUIPMENT USED FOR MEASUREMENT WAS A CHAMPION TRO GNSS RECEIVER USING REALTIME KINEMATIC OBSERVATIONS PROCESSED THROUGH THE EGPS NETWORK.

3. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 23,115 FEET AND AN ANGULAR CLOSURE OF 00°00'02" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. FIELD PARTY 41.

4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE AS FOLLOWS:

TRACT 1 – WITHIN ONE FOOT IN 112,781 FEET.
TRACT 2 – WITHIN ONE FOOT IN 97,122 FEET.
TRACT 3 – WITHIN ONE FOOT IN 82,684 FEET.

5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

6. THIS PLAT OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED UNDER THE CAPTION "SURVEY FOR" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.

7. THE FIELD SURVEY WAS CONDUCTED ON DECEMBER 21ST & 22ND, 2015.

REFERENCES:

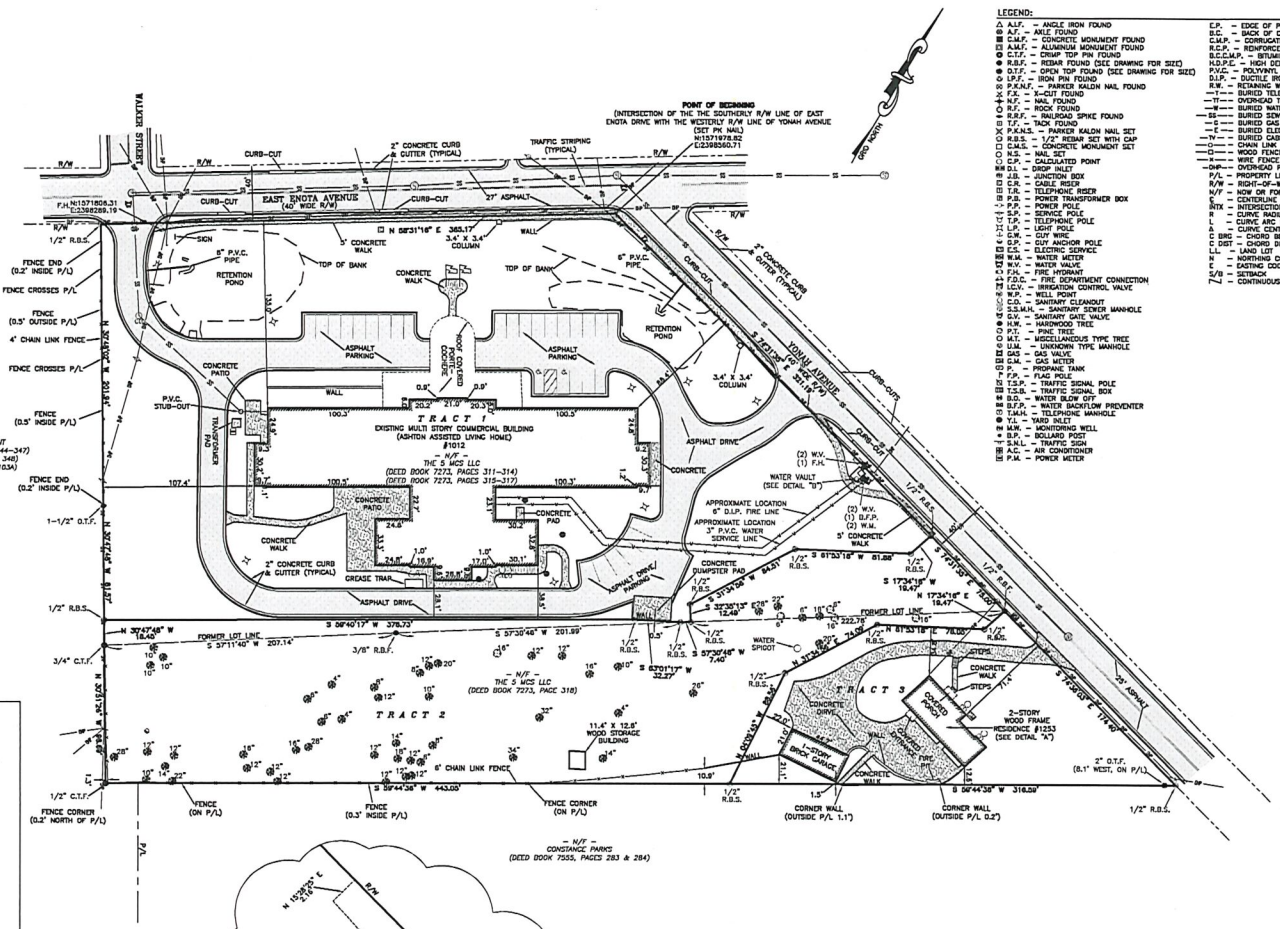
1. DEED BOOK 7273, PAGES 311–314
2. DEED BOOK 7273, PAGES 315–317
3. DEED BOOK 7273, PAGES 318
4. DEED BOOK 5948, PAGES 344–347
5. DEED BOOK 5948, PAGE 348
6. DEED BOOK 5948, PAGE 348
7. DEED BOOK 7555, PAGES 283 & 284
8. PLAT SLIDE 577, PAGE 103A

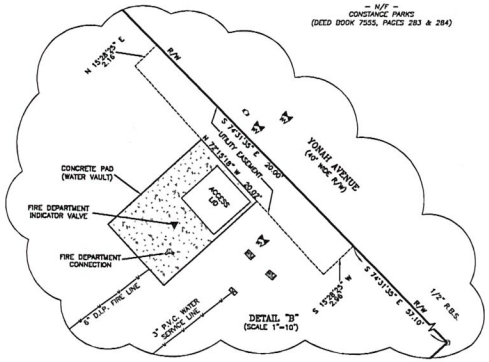
STATE WATERS BUFFER:

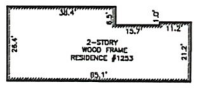
AN UNDISTURBED VEGETATIVE BUFFER MEETING CITY AND STATE REGULATIONS WILL BE PRESERVED ADJACENT TO ALL STREAMS AND LAKES. BUFFER IS TO BE MEASURED HORIZONTALLY FROM POINT WHERE VEGETATION HAS BEEN WHESTED BY NORMAL STREAM FLOW OR WAVE ACTION.

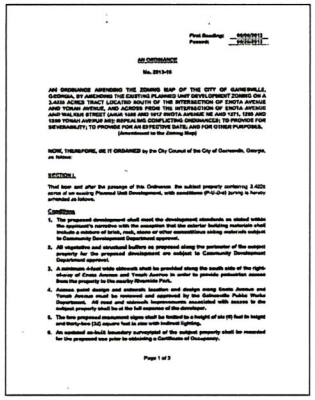
AREAS:

TRACT 1 – 3.14 ACRES
TRACT 2 – 1.51 ACRES
TRACT 3 – 0.59 ACRES









AN ORDINANCE

No. 2013-05

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY AMENDING THE EXISTING PLANNED UNIT DEVELOPMENT ZONING ON A 3.4424 ACRE TRACT LOCATED SOUTH OF THE INTERSECTION OF ENOTA AVENUE AND YONAH AVENUE, AND ACROSS FROM THE INTERSECTION OF ENOTA AVENUE AND WALKER STREET (JAMA YARD AND 1012 ENOTA AVENUE NE AND 1271, 1295 AND 1299 YONAH AVENUE) AND REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to the Zoning Map)

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Gainesville, Georgia, as follows:

SECTION 1.

That now and after the passage of this Ordinance, the subject property containing 3.4424 acres of an existing Planned Unit Development, with conditions (P-U-2-4) zoning is hereby amended as follows.

Conditions

1. The proposed development shall meet the development standards as stated within the applicant's narrative with the exception that the exterior building materials shall include a mixture of brick, rock, stone or other cementitious siding materials subject to Community Development Department approval.
2. All vegetative and structural buffers as proposed along the perimeter of the subject property for the proposed development are subject to Community Development Department approval.
3. A minimum 6-foot wide sidewalk shall be provided along the south side of the right-of-way of Enota Avenue and Yonah Avenue in order to provide pedestrian access from the property to the nearby Riverside Park.
4. Access point design and sidewalk location and design along Enota Avenue and Yonah Avenue shall be reviewed and approved by the Gainesville Public Works Department. All road and sidewalk improvements associated with access to the subject property shall be at the full expense of the developer.
5. The two proposed monument signs shall be limited to a height of six (6) feet in height and twenty-four (24) square feet in size with indirect lighting.
6. An updated as-built boundary surveyplat of the subject property shall be recorded for the proposed use prior to obtaining a Certificate of Occupancy.

Page 1 of 3

LEGEND:

A.I.F. – ANGLE IRON FOUND
A.I.S. – ANLE FOUND
C.M.F. – CONCRETE MONUMENT FOUND
A.M.F. – ALUMINUM MONUMENT FOUND
C.T.F. – CRIMP TOP PIN FOUND
R.B.F. – REBAR FOUND (SEE DRAWING FOR SIZE)
O.T.F. – OPEN TOP FOUND (SEE DRAWING FOR SIZE)
I.P.F. – IRON PIN FOUND
P.K.N.F. – PARKER KALON NAIL FOUND
F.X. – X-CUT FOUND
N.F. – NAIL FOUND
R.F. – ROCK FOUND
R.R.F. – RAILROAD SPIKE FOUND
T.F. – TACK FOUND
P.K.N.S. – PARKER KALON NAIL SET
R.B.S. – 1/2" REBAR SET WITH CAP
C.M.S. – CONCRETE MONUMENT SET
N.S. – NAIL SET
C.P. – CALCULATED POINT
D.I. – DROP INLET
J.B. – JUNCTION BOX
C.R. – CABLE RISER
T.R. – TELEPHONE RISER
P.B. – POWER TRANSFORMER BOX
P.P. – POWER POLE
S.P. – SERVICE POLE
T.P. – TELEPHONE POLE
L.P. – LIGHT POLE
C.P. – CUT WIRE
G.P. – GUY ANCHOR POLE
E.R. – ELECTRIC SERVICE
W.M. – WATER METER
W.V. – WATER VALVE
F.H. – FIRE HYDRANT
F.D.C. – FIRE DEPARTMENT CONNECTION
I.C.V. – IRRIGATION CONTROL VALVE
W.P. – WELL POINT
C.O. – SANITARY CLEANOUT
S.S.M.H. – SANITARY SEWER MANHOLE
G.V. – SANITARY GATE VALVE
H.W. – HARDWOOD TREE
P.T. – PINE TREE
M.T. – MISCELLANEOUS TYPE TREE
U.M. – UNKNOWN TYPE MANHOLE
GAS – GAS VALVE
G.M. – GAS METER
P. – PROPANE TANK
F.P. – FLAG POLE
T.S.P. – TRAFFIC SIGNAL POLE
T.S.B. – TRAFFIC SIGNAL BOX
B.O. – WATER BLOW OFF
B.F.P. – WATER BACKFLOW PREVENTER
T.M.H. – TELEPHONE MANHOLE
Y.I. – YARD INLET
M.W. – MONITORING WELL
B.P. – BOLLARD POST
S.N.L. – TRAFFIC SIGN
A.C. – AIR CONDITIONER
P.M. – POWER METER
E.P. – EDGE OF PAVEMENT
B.C. – BACK OF CURB
C.M.P. – CORRUGATED METAL PIPE
R.C.P. – REINFORCED CONCRETE PIPE
B.C.C.M.P. – BITUMINOUS COATED CORRUGATED PIPE
H.D.P.E. – HIGH DENSITY POLYETHYLENE PIPE
P.V.C. – POLYVINYL CHLORIDE PIPE
D.I.P. – DUCTILE IRON PIPE
R.W. – RETAINING WALL
—T— – BURIED TELEPHONE LINE
—TT— – OVERHEAD TELEPHONE LINE
—W— – BURIED WATER MAIN
—SS— – BURIED SEWER LINE
—G— – BURIED GAS LINE
—E— – BURIED ELECTRIC LINE
—TV— – BURIED CABLE TV
—CO— – CHAIN LINK FENCE
—O— – WOOD FENCE
—I— – WIRE FENCE
—OHP— – OVERHEAD POWER LINES
P/L – PROPERTY LINE
R/W – RIGHT-OF-WAY
N/F – NOW OR FORMERLY
℄ – CENTERLINE
INTX – INTERSECTION
R – CURVE RADIUS
L – CURVE ARC LENGTH
Δ – CURVE CENTRAL ANGLE
C BRG – CHORD BEARING
C DIST – CHORD DISTANCE
LL – LAND LOT
N – NORTHING COORDINATE
E – EASTING COORDINATE
S/B – SETBACK
– CONTINUOUS OWNERSHIP

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

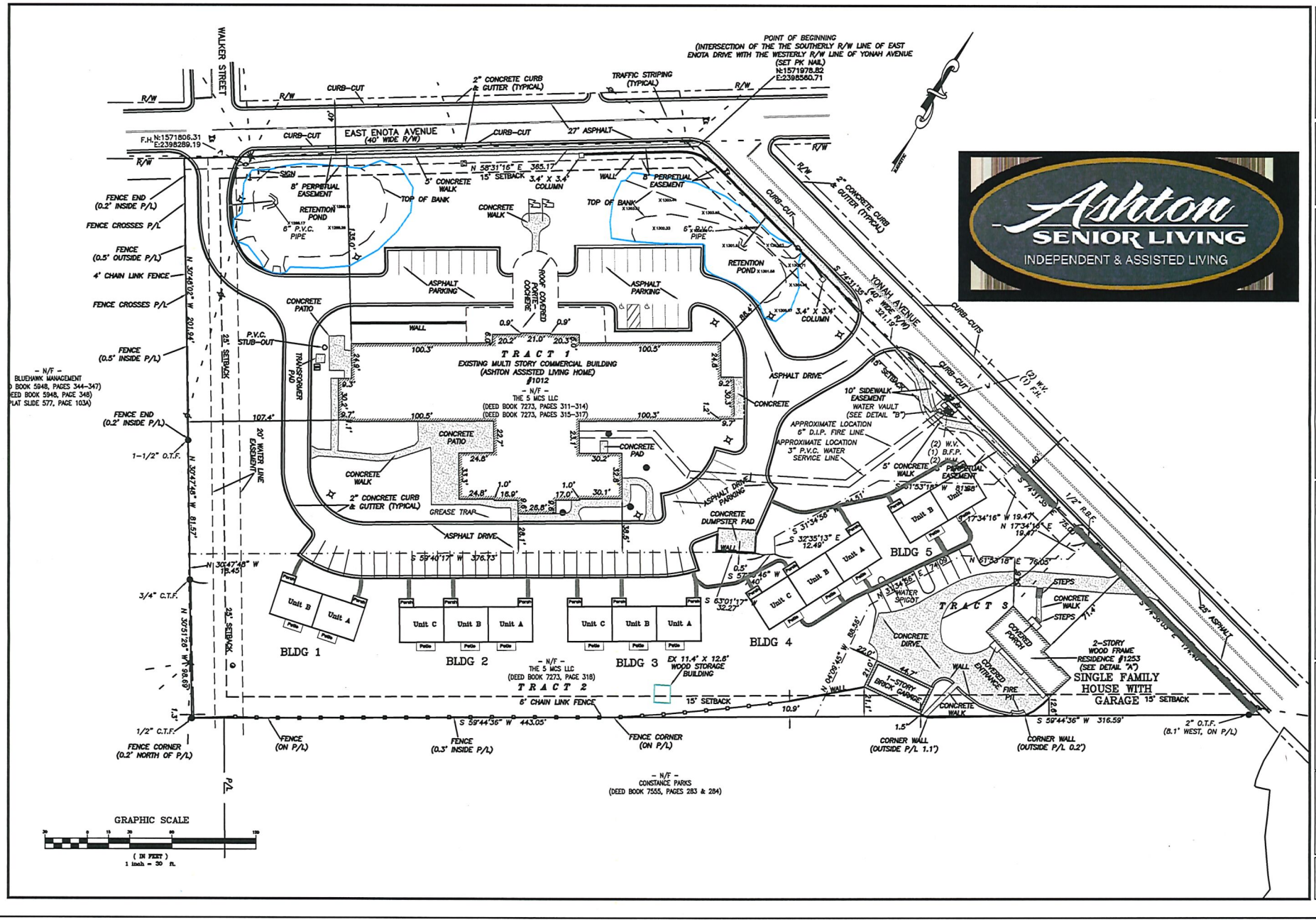
REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 255
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
FAX: (770) 532-1995
www.pattonsurveying.com
PATTON LAND SURVEYING, LLC
GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR No. 2647
CURTIS W. PATTON

RETRACEMENT/SUBDIVIDE SURVEY FOR:
THE 5 MC'S, LLC
(A GEORGIA LIMITED LIABILITY COMPANY)
– LOCATED IN –
LAND LOT 139
9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

REVISIONS

No.	DATE	DESCRIPTION

SHEET NUMBER:
1 of 1
SCALE: 1" = 40'
SURVEY DATE: 12/22/2015
PLAT DATE: 12/29/2015
14-041.01.dwg
JN. 14-041



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MYERS & CO.
civil engineers
P.O. BOX 634
GAINESVILLE, GA 30503
770-297-9793
ed@myers-and-co.com

Project Description
ASHTON SENIOR LIVING
LAND LOT 139 - 9TH DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

DATE 8-23-17
JOB NO. 17-28
Sheet Title REZONING PLAN

Revisions

SHEET 1

Existing Assisted Living Facility

Existing Single Family Home

4095

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 10/25/2017

Presenter: Angela Sheppard / Abb Hayes

Item of Business: Resolution: Federal Courthouse Easement Agreement

Meeting Date: 11/2/2017

Purpose of Request:
Consideration of an easement agreement between the City of Gainesville and the U.S. Government through the General Services Administration (GSA). GSA is requesting to install an identification sign in front of the Federal Courthouse on Spring Street, as shown in Exhibit A. Since the sidewalk is public property, an easement for the location of the sign is required.

History/Background:
The identification sign is being installed to reflect the recent renaming of the Federal Courthouse to the Sidney Oslin Smith Jr. Federal Building. Since the Federal Courthouse is historic, the sign cannot be attached to the building. Therefore, a stand alone sign is required.

Facts & Issues for Consideration:
This agreement will convey a permanent easement to the GSA. The GSA will construct, install, operate, maintain, repair and replace the sign as necessary. The GSA will repair any damages to the sidewalk, curb, gutter, pavement and/or utilities if damages occur during installation of the sign.

In the event the sign is damaged by a third party, the GSA will repair or replace the sign.

In the event the sign is damaged by the City or its contractors, the City will repair the sign.

Department Recommendation:
To approve the resolution authorizing the easement agreement.

Department Director:
Bryan Lackey

If funding is involved, are funds approved within the current budget?
N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Federal Courthouse Easement Agreement	Resolution
Federal Courthouse Easement Agreement	Contract/Agreement/MOU
Exhibit A	Attachments/Exhibits

RESOLUTION BR-2017 - ___

Identification Sign Easement Agreement for the
Sidney Oslin Smith Jr. Federal Building and United States Courthouse

WHEREAS, the City is the fee simple owner of certain property consisting of public sidewalk within a right-of-way known as Spring Street; and

WHEREAS, the said sidewalk is adjacent to the historic Federal Building and United States Courthouse (the "Federal Building") that is located on Federally-owned land with an address of 123 Washington Street, Gainesville, Georgia; and

WHEREAS, the historic nature of the Federal Building prevents the attachment of an identification sign to the Federal Building exterior; and

WHEREAS, the United States of America, acting by and through the Administrator of General Services ("GSA") seeks to install, construct and operate, an identification sign for the Federal Building within a portion of the Grantor's sidewalk in front of the Federal Building; and

WHEREAS, to that end, the Grantee seeks to acquire a perpetual easement as defined in the "Easement Agreement" attached hereto and made a part hereof, on, over and under a portion of the City's sidewalk defined as the "Easement Area" and legally described and depicted on Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager and/or City Attorney to execute the attached Easement Agreement and any other documents necessary for the installation of the identification sign.

Adopted this _____ day of _____, 2017.

_____
C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____
Denise O. Jordan, City Clerk

This instrument prepared by and to be returned to:

Sandra L. Balmer

Sandra Balmer
Assistant Regional Counsel
GSA, Office of General Counsel (LD4)
77 Forsyth Street S.W.
Atlanta, GA 30303

EASEMENT AGREEMENT

This Easement Agreement ("Agreement"), made as of this _____ day of _____, 20___, between the City of Gainesville, Georgia, a political subdivision of the State of Georgia, hereinafter called "Grantor," under the power and authority contained in City Council Resolution _____ of the City of Gainesville, Georgia, and the United States of America, acting by and through the Administrator of General Services ("GSA"), whose mailing address is 77 Forsyth Street, Suite 600, Atlanta, Georgia 30303, hereinafter called "Grantee".* The Grantor and Grantee are hereinafter called the "Parties."

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* Wherever in this instrument a pronoun is used, it shall be construed to represent either singular or plural, as the case or context may demand. In addition, the singular shall include the plural and the plural the singular where context shall so require throughout this document. The United States of America includes where context requires, the "Federal Government," "GSA," and any other agencies or departments of the

Recitals

WHEREAS, the Grantor is the fee simple owner of certain Property consisting of public sidewalk within a right-of-way known as Spring Street.

WHEREAS, the said sidewalk is adjacent to the historic Federal Building and United States Courthouse (the "Federal Building") that is located on Federally-owned land with an address of 121 Spring Street S.E., Gainesville, Georgia.

WHEREAS, the historic nature of the Federal Building prevents the GSA from attaching an identification sign to the Federal Building exterior.

WHEREAS, the Grantee seeks to install, construct and operate, an identification sign for the Federal Building within a portion of the Grantor's sidewalk in front of the Federal Building.

WHEREAS, to that end, the Grantee seeks to acquire a perpetual easement on, over and under a portion of the Grantor's sidewalk defined as the "Easement Area" and legally described and depicted on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the Grantor is willing to grant the requested easement and is authorized to do so pursuant to City Council Resolution _____; and

WHEREAS, the Grantor and the Grantee have found that the issuance of the easement identified and granted herein will not be against the public interest.

NOW THEREFORE, in consideration of TEN and NO/100 Dollars, of the foregoing recitals which are incorporated herein by this reference, and other good and

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United States referred to herein. The terms "land," "Property" or "Premises," "Facilities," and the real estate described in Exhibits shall be referred to interchangeably. The parcels, tracts, lands or areas of real estate in any exhibits shall be specifically indicated and referred to where the context so demands. The terms "right of way", "public street", and "roadway" may be referred to interchangeably; also, the terms "walkways", and "sidewalks".

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Easement. The Grantor does hereby grant, bargain and convey unto the Grantee an exclusive and permanent easement (the "Easement") over, under, across, and upon the Easement Area as shown in Exhibit "A." Grantee agrees that the identification sign will be constructed such that the nearest edge of any part of the sign and/or the base of the sign is no closer than five feet six inches (5'6") from the edge of the curb adjacent to the sidewalk upon which the identification sign will be constructed.
2. Purpose. The purpose of the Easement is to construct, install, operate, maintain, repair, and replace an identification sign for the Federal Building.
3. Easement Maintenance. The Grantee agrees to construct, install, maintain, repair and replace the identification sign as necessary within the Easement Area. Grantee further agrees to take such action and pay such sums as are necessary to repair any damages to the sidewalk, curb, gutter, pavement, and utilities, to the reasonable satisfaction of the Grantor, if such damages are caused by Grantee's construction, installation, maintenance, repair, and/or replacement of the identification sign. In the event that Grantor has to take action to repair and/or maintain the sidewalk, curb, gutter, pavement, and/or utilities in the immediate vicinity of the identification sign, Grantee agrees to take such action as necessary to remove, repair, replace, install, and maintain the identification sign, such that Grantor can take such action as necessary to repair and/or maintain the sidewalk, curb, gutter, pavement, and/or utilities in the immediate

vicinity of the identification sign. In the event that the identification sign is damaged by any third party, Grantee agrees to take action as necessary to remove, repair, replace, install, and maintain the identification sign. Notwithstanding the foregoing, in the event that damage to the identification sign is caused by the Grantor or its contractors, Grantor agrees to take action as necessary to cause the repair of the identification sign to the Grantee's reasonable satisfaction.

4. Liability. The Grantee, an agency of the Federal Government, is prohibited by law from indemnifying any party. Accordingly, the Grantee agrees that it will require any contractors who perform any work contemplated herein to indemnify and hold the Grantor harmless from all claims arising out of the use of the Easement Area and the construction, maintenance, repair or removal of the work in the Easement Area.
5. Parties Bound. This Agreement will be binding upon and inure to the benefit of the Grantor and the Grantee and their respective permitted successors and assigns.
6. Governing Law. This Agreement will be construed under Federal and Georgia Law as applicable.
7. Counterparts. This Agreement may be executed in multiple counterparts, each of which so executed and delivered shall be deemed an original, but all of which together constitute one and the same document.
8. Severability. If any term of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and

each remaining term shall be valid and enforceable to the extent permitted by law.

9. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and no representations or agreements, oral or otherwise, which are not set forth in the Agreement, will be of any force or effect.

IN WITNESS WHEREOF, the City of Gainesville, Georgia, has executed this Agreement.

APPROVED AS TO FORM

_____
Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
City Attorney

CITY OF GAINESVILLE, GEORGIA

By: _____
C. Danny Dunagan, Jr.
Mayor

Signed, sealed and delivered in my presence
this ___day of _____, 20___

_____
Notary Public
My Commission Expires:
_____

Attest: _____
Denise O. Jordan, City Clerk

CITY SEAL

Witness:

_____

Print name: _____

AFFIX NOTARY SEAL

IN WITNESS WHEREOF, the United States of America has executed this Agreement.

UNITED STATES OF AMERICA
Acting by and through Administrator
of General Services

By: _____
Mike Goodwin
Regional Commissioner
Public Buildings Service
General Services Administration
Region IV
Atlanta, Georgia

WITNESS:

Sign: _____

NAME: _____
Print

WITNESS:

Sign: _____

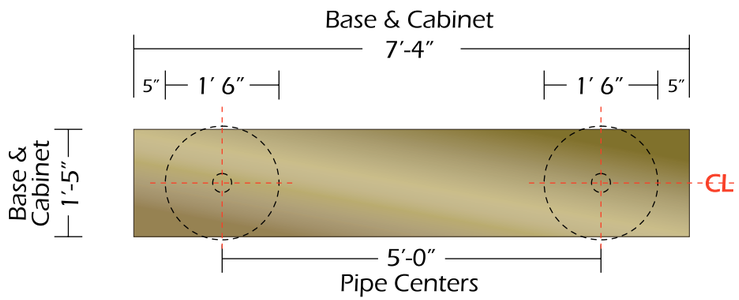
NAME: _____
Print

STATE OF GEORGIA)
)
COUNTY OF _____)

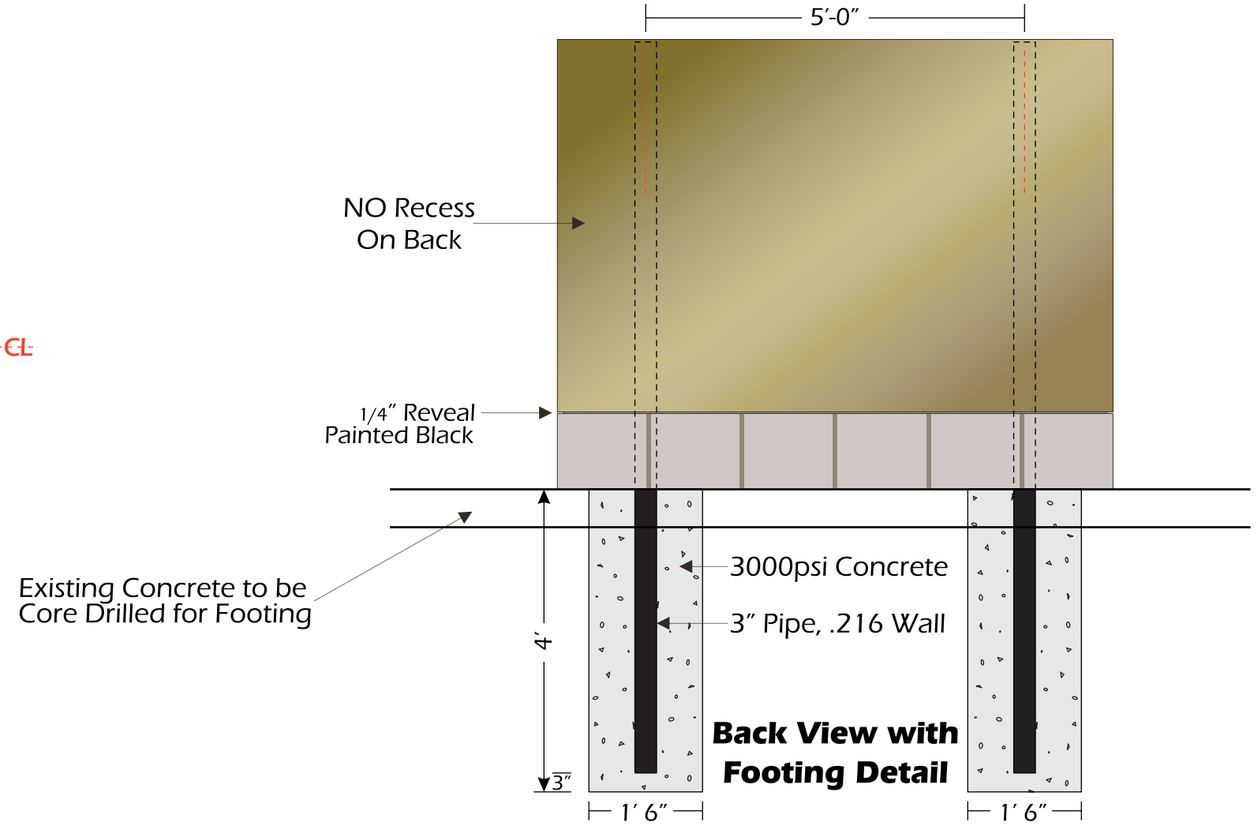
I, the undersigned, a Notary Public in and for the State of Georgia, do hereby certify that this day personally appeared before me in the state and county aforesaid, Mike Goodwin, Regional Commissioner, Public Buildings Service, General Services Administration, Region IV, Atlanta, Georgia, with whom I am personally acquainted, for and on behalf of the UNITED STATES OF AMERICA, whose name is signed to the foregoing document dated to be effective the ____ day of _____, _____.

Given under my hand and seal this ___ day of _____, _____.

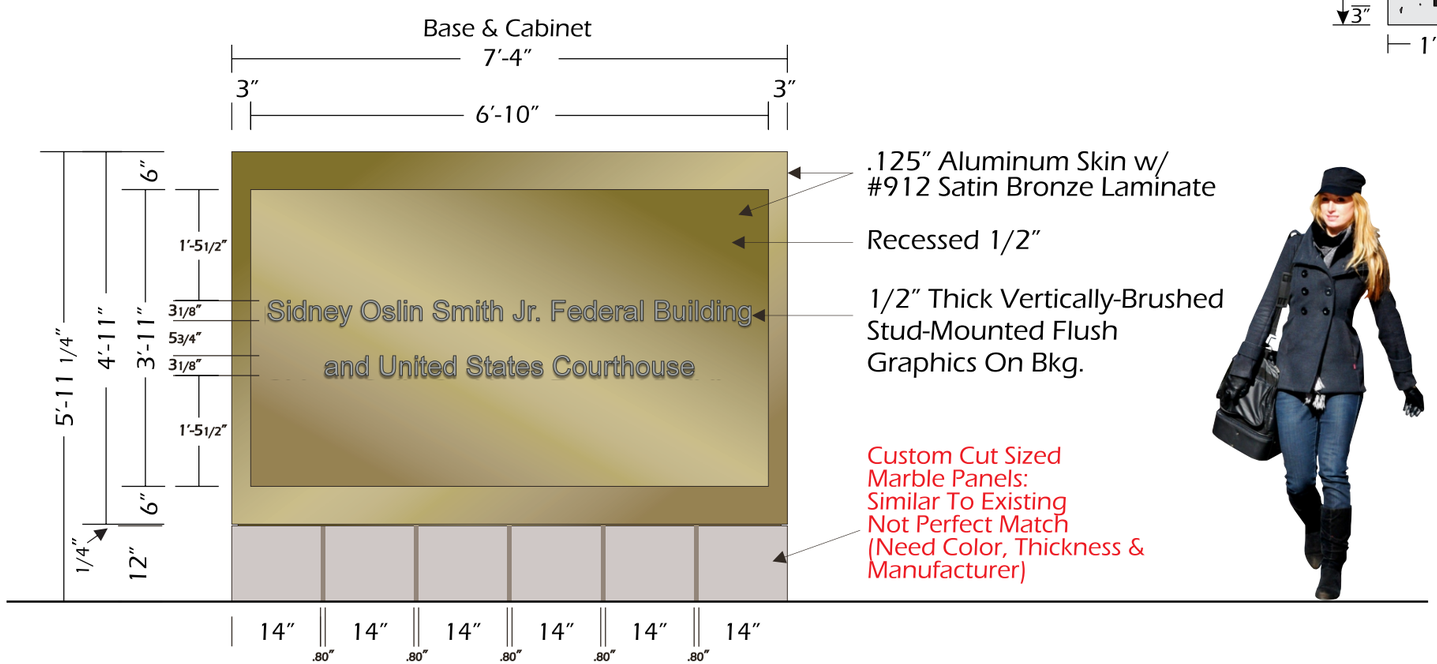
_____
Notary Public
State of Georgia
My commission expires:
(Notary Seal)



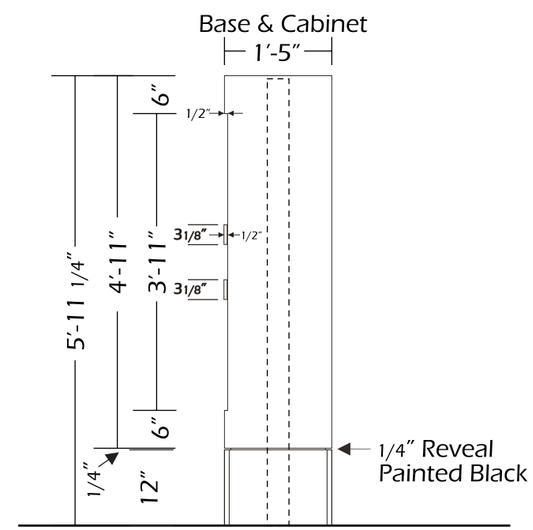
Top View



Back View with Footing Detail



Front View



Section View Showing Recessed Face & Letter Depth

1A Monument Sign

Qty. One (1)

Scale: 1/2″=1′-0″

Single-Face Non-Illuminated Monument Sign with 1/2″ Thick Brushed Aluminum, Stud-Mounted Letters. Base is Marble Tile on an Angle Frame.

HENRY INCORPORATED

2285 Park Central Blvd.
Decatur, GA 30035
770.593.1234 Phone
770.593.1533 Fax
www.henryincorporated.com

Job Name
GSA- Greenway

Issued For I.F.A. Approval 09-29-2017

ST.1A

Project Address
Gainesville, GA

Project Number
77164

Account Manager
Aaron Snow

Drawn By
Bruce Bernhardt

Date
04-10-2017

Revision 3
5-01-17 JAG
5-09-17 JAG
09-29-17 BB

Customer Approval

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Description
Monument Sign

17-09-29 IFA GSA ST1A - Monu Sign - 77164
1 of 2

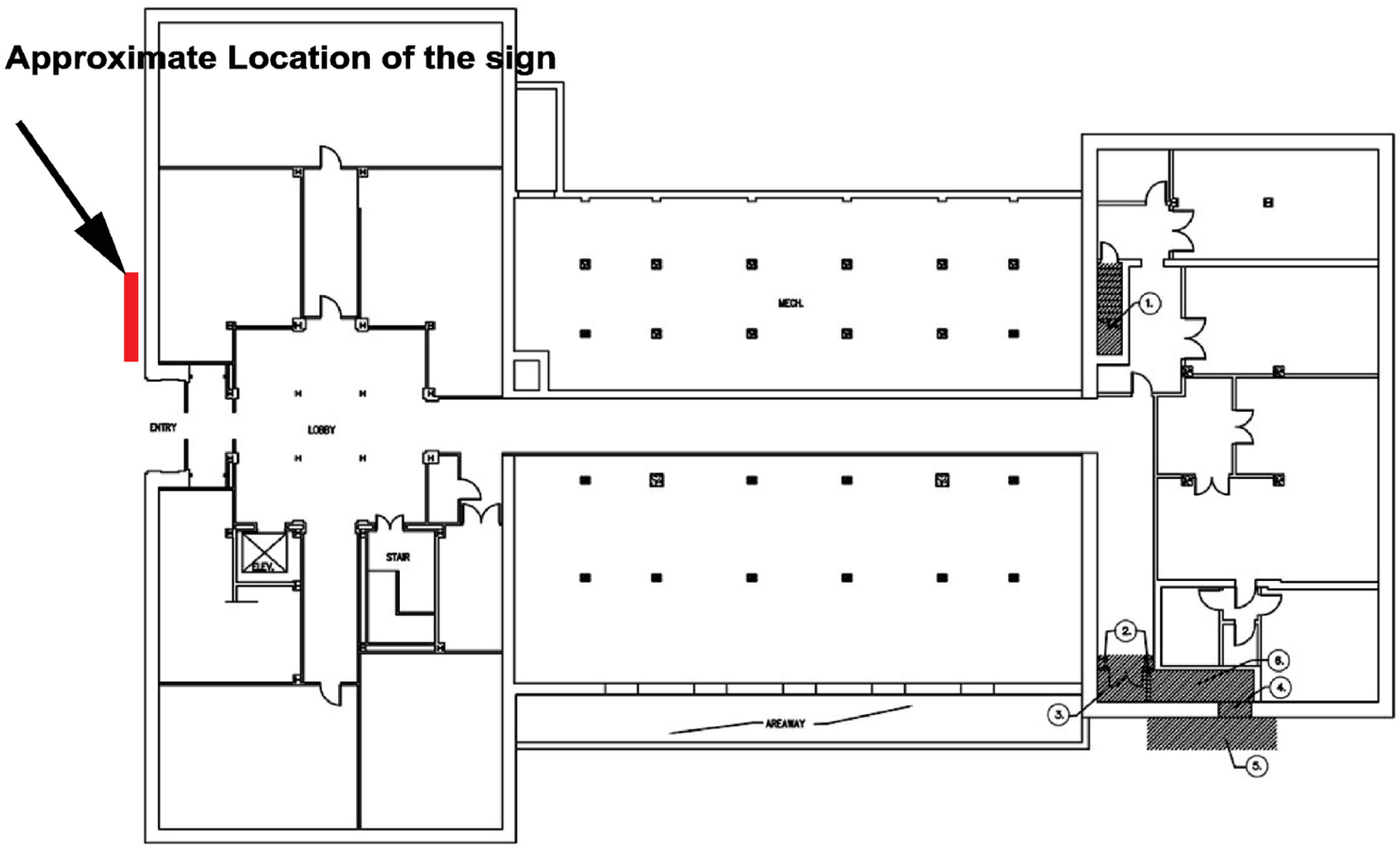
GENERAL NOTES:

INDICATES MATERIAL TO BE REMOVED UNLESS INDICATED ELSEWHERE

SEE PROJECT No. RGA90093, SHEETS AS-1, L-1, & D-1 FOR OTHER DEMOLITION WORK NOT SHOWN ON THIS SHEET AND FOR SPACE DESIGNATIONS.

DEMOLITION NOTES: NOTE SYMBOL INDICATION = (3.)

1. REMOVE EXISTING SECTION OF CONCRETE STAIRS AS REQUIRED FOR PLACEMENT OF NEW STRUCTURAL FLOOR @ FIRST FLOOR LEVEL. REMOVE EXISTING HANDRAILS. SEE DETAIL 10 /A-6 .
2. REMOVE EXISTING GYP. BOARD WALLS FROM FINISH FLOOR TO DECK ABOVE. MAKE EXISTING CEILING READY FOR NEW CEILING MATERIAL TO MATCH EXISTING.
3. REMOVE EXISTING DOOR, FRAME AND HARDWARE. TURN-OVER ALL DOOR HARDWARE TO BUILDING MANAGER. SALVAGE AND RE-USE ANY EXISTING MARBLE PLINTH MATERIAL.
4. REMOVE EXISTING MASONRY WALL MATERIAL FROM AROUND PREVIOUS OPENING AND MAKE READY FOR NEW DOOR. (SEE NEW BASEMENT FLOOR PLAN FOR SIZE AND LOCATION).
5. SEE NEW BASEMENT AND FIRST FLOOR PLANS FOR AREA OF EARTH MATERIAL REMOVAL AT NEW EMERGENCY EXIT STAIRS.
6. REMOVE EXISTING CONCRETE STAIRS COMPLETE. EXISTING CONCRETE WALLS AROUND STAIRS ARE TO REMAIN. PREPARE CONC. FLOOR SLAB FOR NEW TERRAZZO FLOORING MATERIAL.



NORTH

BASEMENT FLOOR PLAN– EXISTING CONDITIONS & DEMOLITION

Scale: Not To Scale

1A Install Location

Scale: As Shown

HENRY® INCORPORATED

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Decatur, GA 30035
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Job Name
GSA- Greenway

Issued For I.F.A. Approval 09-29-2017

ST.1A

Project Address
Gainesville, GA

Project Number
77164

Account Manager
Aaron Snow

Drawn By
Bruce Bernhardt

Date
04-10-2017

Revision
3
5-01-17 JAG
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Description
Monument Sign