COUNTY AGENDA REQUEST

Department:	Fire and Emergency Services	Presenter(s):	Jeffrey W. Hill, Fire Chief
Meeting Date:	Thursday, January 22, 2026	Type of Request:	Consent #13

Wording for the Agenda:

Approval to adopt Resolution 2026-02; Updated 2025 Fayette County Hazard Mitigation Plan as required by the Federal Emergency Management Agency's Disaster Mitigation Act of 2000.

Background/History/Details:

Hazard Mitigation is any sustained action taken to reduce or eliminate the long-term risk to human life and property from future disasters. Mitigation plans identify natural and/or man-made hazards that could impact Fayette County, identify actions to reduce losses from those hazards, and establish a coordinated process to implement the plan (44 CFR §201.1(b). Hazard mitigation activities may be implemented prior to, during, or after an event. However, it has been demonstrated that hazard mitigation is most effective when based on an inclusive, comprehensive, long-term plan that is developed before a disaster occurs. The 2025 Fayette County Hazard Mitigation Plan encompasses all of Fayette County and its five municipalities.

The current plan was developed in 2005 and must be revised every five years. Staff, the municipalities, and numerous community stakeholders have invested many hours to complete this revision based on past plans and revisions. Federal Emergency Management Agency (FEMA) and Georgia Emergency Management Agency (GEMA) provided funding for the update of this plan in the form of a 75% / 25% matching grant.

A federally approved and compliant plan is required for Fayette County and its municipalities to remain eligible for future Federal Emergency Management grant funding.

What action are you seeking from the Board of Commissioners?

Approval to adopt Resolution 2026-02; Updated 2025 Fayette County Hazard Mitigation Plan as required by the Federal Emergency Management Agency's Disaster Mitigation Act of 2000.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.

Approved by Finance	Yes	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

The Hazard Mitigation Plan is several hundred pages long and is not practicable for inclusion with the Agenda Package. The plan is available to be viewed on the County's website at: https://fayettecountyga.gov/departments/fire_emergency_services/services/emergency_management_agency.php , and click on Hazard Mitigation Plan.

DRAFT

FAYETTE COUNTY, GEORGIA 2025 UPDATE

HAZARD MITIGATION PLAN

PARTICIPATING JURISDICTIONS:

FAYETTE COUNTY
TOWN OF BROOKS
CITY OF FAYETTEVILLE
CITY OF PEACHTREE CITY
TOWN OF TYRONE
TOWN OF WOOLSEY

FAYETTE COUNTY, GA

Acknowledgements

This document was funded in part by the Hazard Mitigation Planning Grant awarded to the Fayette County Emergency Management Agency by the Georgia Emergency Management Agency (GEMA) to fulfill the requirements of the Federal Disaster Mitigation Act of 2000 (DMA 2000). Fayette County's Hazard Mitigation Plan 2020 was updated by the Fayette County Local Hazard Mitigation Planning Committee and was prepared by iParametrics. For additional information, please contact Fayette County Emergency Management Agency.

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Local Hazard Mitigation Planning Committee

Brian Davis, Assistant Chief, Community Affairs and EMA Director, Fayette County Fire and Emergency Services

Consultant Team

iParametrics

Preface

Mitigation Vision for the Future

Emergency managers succeed or fail based on 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. To reduce, minimize, or eliminate hazards in their communities, emergency management agencies adopt and implement mitigation practices. The Federal DMA 2000 sets the benchmark and outlines the criteria for communities with the vision to implement hazard mitigation practices in their communities.

Fayette County and its municipalities realize the benefits achieved by the development and implementation of mitigation plans and strategies in their community. Fayette 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, they can reduce the loss of life and property in their communities.

The jurisdictions covered by this plan include the following:
Fayette County
Town of Brooks
City of Fayetteville
City of Peachtree City
Town of Tyrone
Town of Woolsey

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Acronyms

Acronym	Full Word
AWIA	America's Water Infrastructure Act
CDC	Center for Disease Control and Prevention
DMA 2000	Federal Disaster Mitigation Act of 2000
DR	Major Disaster Declaration
EM	Emergency Declaration
EMAP	Emergency Management Accreditation Program
EMS | MC	EMS Management and Consultants
EPA	Environmental Protection Agency
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FIS	Fire Intensity Scale
GDOT	Georgia Department of Transportation
GEMA	Georgia Emergency Management Agency
GFC	Georgia Forestry Commission
GIS	Geographic Informaton Systems
HAZMAT	Hazardous Materials
HMGP	Hazard Mitigation Grant Program
LHMPC	Local Hazard Mitigation Planning Committee
MMI	Modified Mercalli Intensity
NCEI	National Centers for Environmental Information
NFIP	National Flood Insurance Program
NOAA	National Oceanic and Atmospheric Administration
NPS	National Park Service
NRC	National Response Center
NWS	National Weather Service
PA	Public Assistance Grant Program
RCRAInfo	Resource Conservation and Recovery Act Information
SD	Substantial Damage
SFHA	Special Flood Hazard Area
SGSF	Southern Group of State Foresters
SI	Substantial Improvement
SPC	Storm Prediction Center
SPLOST	Special Purpose Local Option Sales Tax
THIRA	Threat and Hazard Identification and Risk Assessment
USDM	United States Drought Monitor
USGS	United States Geologic Survey
WUI	Wildland-Urban Interface

Resolution – Fayette County, Georgia

Fayette County Hazard Mitigation Plan 2025 to 2030

WHEREAS, Fayette County and its municipalities recognize that it is threatened by several 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 Fayette County Hazard Mitigation Plan 2025 to 2030 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 Fayette County, Georgia, that:

Fayette County, Georgia, has adopted the Fayette County Hazard Mitigation Plan 2025 to 2030; and

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 Fayette County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Fayette County Board of Commissioners in regular session this _____ day of _____, 2025.

_____

Chairperson

_____

County Clerk

Resolution – Town of Brooks, Georgia

Fayette County Hazard Mitigation Plan 2025 to 2030

WHEREAS, Fayette County and its municipalities recognize that it is threatened by several 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 Fayette County Hazard Mitigation Plan 2025 to 2030 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 Town Council of Brooks, Georgia, that:

The Town of Brooks, Georgia, has adopted the Fayette County Hazard Mitigation Plan 2025 to 2030; and

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 Fayette County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Mayor and Town Council of Brooks, Georgia in regular session this _____ day of _____, 2025.

_____

Mayor

_____

Town Clerk

Resolution – City of Fayetteville, Georgia

Fayette County Hazard Mitigation Plan 2025 to 2030

WHEREAS, Fayette County and its municipalities recognize that it is threatened by several 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 Fayette County Hazard Mitigation Plan 2025 to 2030 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 City Council of Fayetteville, Georgia, that:

The City of Fayetteville, Georgia, has adopted the Fayette County Hazard Mitigation Plan 2025 to 2030; and

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 Fayette County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of Fayetteville, Georgia in regular session this _____ day of _____, 2025.

_____

Mayor

_____

City Clerk

Resolution – City of Peachtree City, Georgia

Fayette County Hazard Mitigation Plan 2025 to 2030

WHEREAS, Fayette County and its municipalities recognize that it is threatened by several 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 Fayette County Hazard Mitigation Plan 2025 to 2030 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 City Council of Peachtree City, Georgia, that:

The City of Peachtree City, Georgia, has adopted the Fayette County Hazard Mitigation Plan 2025 to 2030; and

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 Fayette County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of Peachtree City, Georgia in regular session this _____ day of _____, 2025.

_____

Mayor

_____

City Clerk

Resolution – Town of Tyrone, Georgia

Fayette County Hazard Mitigation Plan 2025 to 2030

WHEREAS, Fayette County and its municipalities recognize that it is threatened by several 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 Fayette County Hazard Mitigation Plan 2025 to 2030 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 Town Council of Tyrone, Georgia, that:

The Town of Tyrone, Georgia, has adopted the Fayette County Hazard Mitigation Plan 2025 to 2030; and

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 Fayette County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Mayor and Town Council of Tyrone, Georgia in regular session this _____ day of _____, 2025.

_____

Mayor

_____

Town Clerk

Resolution – Town of Woolsey, Georgia

Fayette County Hazard Mitigation Plan 2025 to 2030

WHEREAS, Fayette County and its municipalities recognize that it is threatened by several 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 Fayette County Hazard Mitigation Plan 2025 to 2030 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 Town Council of Woolsey, Georgia, that:

The Town of Woolsey, Georgia, has adopted the Fayette County Hazard Mitigation Plan 2025 to 2030; and

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 Fayette County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Mayor and Town Council of Woolsey, Georgia in regular session this _____ day of _____, 2025.

_____

Mayor

_____

Town Clerk

Chapter 1 Introduction

1.1 Summary of Updates for Chapter 1

The following table provides a description of each section of this chapter and a summary of the changes that have been made to the Fayette County Hazard Mitigation Plan 2020.

Chapter 1 Section	Updates
Introduction	Identification of mitigation goals
Authority	Verbiage updated
Funding	Verbiage updated
Scope	Verbiage updated
Purpose	No changes
Consistency with Federal and State Mitigation Policies	No changes
Planning Process	Restructured section (previous sections included “Plan Review”, “Hazard Mitigation Plan Update Committee”, “Public Participation”) Updated to match the 2025 planning process
Multi-Jurisdictional Considerations	No changes
Incorporation of Existing Plans, Studies, and Resources	Updated with new plan, study, and resource incorporations

1.2 Introduction

The Fayette 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 DMA 2000. DMA 2000 provides federal assistance to state and local emergency management agencies and other disaster response organizations to reduce damage from disasters. The Act is administered by the Georgis 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. Fayette County’s Local Hazard Mitigation Planning Committee (LHMPC) adopted 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 technological hazard events
- GOAL 3: Reduce loss and damage to private property and public infrastructure resulting from natural or technological 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 technological hazards

This plan complies with all requirements and scope of work as described in Fayette County’s

Hazard Mitigation Grant application.

1.3 Authority

In the past, federal legislation has provided funding for disaster relief, recovery, and some hazard mitigation planning. The Federal Disaster Mitigation Act of 2000 (DMA 2000) is the latest legislation to improve the planning aspect of that process; it reinforces the importance of mitigation planning and emphasizes planning for disasters before they occur. The DMA 2000 creates the framework for state, local, tribal and territorial governments to engage in hazard mitigation planning and to receive certain types of non-emergency disaster assistance.

State and local communities must have an approved mitigation plan in place prior to receiving certain mitigation grants, including the Hazard Mitigation Grant Program (HMGP) and Public Assistance Grant Program (PA). 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, 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, Fayette County's Updated Hazard Mitigation Plan will be brought forth to each participating jurisdiction in Fayette 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.

1.4 Funding

Fayette County was awarded a Hazard Mitigation Planning Grant by FEMA through GEMA for the update of Fayette County's 2025 Hazard Mitigation Plan.

1.5 Scope

The scope of the Fayette County Hazard Mitigation Plan encompasses all areas of Fayette County, including municipalities. The Plan identifies all natural and technological hazards that could threaten life and property in Fayette County. The scope of this Plan includes both short and long-term mitigation strategies with implementation and possible sources of project funding.

1.6 Purpose

The purpose of the Fayette County Hazard Mitigation Plan 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 Fayette County safer places to live, work, and play;
- Qualify for grant funding in both the pre-disaster and post-disaster environments;
- Speed the recovery and redevelopment process 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.

1.7 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 greater public awareness about the need for individual preparedness and about the need to build 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.

FEMA publishes several guidance documents for local governments on mitigating natural disasters. The updated Fayette County Hazard Mitigation Plan recognizes, adopts, incorporates, and endorses the following principles:

- Develop a strategic mitigation plan for Fayette 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 and following a disaster; and
- Partner with local businesses to educate customers about potential hazards in the community and possible mitigation ideas.

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 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 Fayette County Hazard Mitigation Plan supports the following FEMA recommendations regarding individual citizens:

- Become educated on the hazards that may impact your community;
- 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.

1.8 Planning Process

Requirement §201.6(c)(1)

The development of this Plan was guided by a collaborative, inclusive planning process that prioritizes broad community engagement and interagency coordination. Hazard mitigation planning is most effective when it reflects the diverse needs, capacities, and insights of the entire community, including local government staff and emergency managers, neighboring jurisdictions, private sector partners, nonprofit organizations, and the public.

This Plan recognizes that successful mitigation depends on understanding local risks, identifying shared vulnerabilities, and building partnerships that can carry mitigation actions forward before, during, and after disasters. To that end, the planning team made deliberate efforts to include a wide range of stakeholders in the planning process, drawing on local expertise and promoting transparency and trust. The contractor, iParametrics, had the primary responsibility for organizing and managing the Plan update as well as incorporating updates into the Plan document. The insights and content were primarily gathered through a series of meetings with the Fayette County project management team, the LHMPC, and the public.

1.8.1 Project Kick-Off Meeting

On January 28, 2025, the consultant, iParametrics, met with the Fayette County project management team to initiate the project kick-off. During the meeting, the attendees formally introduced themselves, reviewed the project scope, and discussed the project plan and timeline. A Hazard Mitigation Planning Specialist, Lucy Herring, from GEMA also attended as a resource for State requirements and expectations. The attendees also discussed the formulation of the LHMPC.

1.8.2 Local Hazard Mitigation Planning Committee

Requirement §201.6(b)(2)

The LHMPC served as the core advisory body responsible for guiding the development of this Plan update. Comprised of representatives various organizations, the committee brought together a diverse set of expertise and perspectives. Members provided valuable input on hazard identification, vulnerability assessments, and the selection and prioritization of mitigation actions. The LHMPC played a critical role in ensuring that the planning process was inclusive, data-driven, and aligned with the community's goals and regulatory frameworks. Appendix A includes the email invitation sent to stakeholders invited to participate on the LHMPC. Table 1-1 below lists the members that served on the 2025 Fayette County LHMPC.

Table 1-1. Members of the 2025 Fayette County Local Hazard Mitigation Planning Committee

Name	Organization	Title
Alan Jones	City of Fayetteville	Assistant City Manager
Anita Godbee	Fayette County Parks and Recreation Department	Director
Audrey Toney	Fayette County Public Schools	Assistant Superintendent, Operations
Beverlyn Ming	Georgia Department of Public Health, District 4	Nurse Manager
Brian Davis	Fayette County Fire and Emergency Services	Assistant Chief, Community Affairs and EMA Director
Brian Eubanks	Fayette County Sheriff's Office	Director, Field Operations Division
Bryan Clanton	Fayette County Marshal's Office	Deputy Marshal

Bryan D. Keller	Fayette County Environmental Management Department	Director
Caitlin Reul	Fayette County Department of Building Safety	Assistant Building Official
Cajen Rhodes	City of Fayetteville Public Services	Assistant Director
Chet Ripka	Fayette County 911 Communications	Operations Manager
Chris Hindman	City of Fayetteville Public Services	Director
Chris Peacock	City of Fayetteville Fire Department	Deputy Chief
Courtney Hassenzahl	Fayette County Environmental Management Department	Assistant Director
Deborah L Bell	Fayette County Board of Commissioners	Director, Planning and Zoning
Glenn Polk	Spalding County Office of Homeland Security and Emergency Management	Director
Janet Moon	Peachtree City Police Department	Chief of Police
Jeffrey Hill	Fayette County Fire and Emergency Services	Fire Chief
Katye Vogt	Fayette County 911 Communications	Director
Kenny Wright	Town of Woolsey	Councilman
Kim Toal	University of Georgia	Fayette County Extension Coordinator and ANR Agent
Lee Ann Bartlett	Fayette County Board of Assessors	Chief Appraiser
Lem Miller	Fayette County Marshal's Office	Chief Marshal
Leslie Nieber	Fayette County Department of Building Safety	Building Official/Director
Linda Black	City of Fayetteville Fire Department	Fire Chief
Matthew Scott Bergen	Fayette County Environmental Management Department	Utility Manager
Maurice Ungaro	Town of Brooks	Town Manager
Michael Jones	Fayette County Sheriff's Office	Assistant Director, Field Operations Division
Philip Mallon	Fayette County Public Works	County Engineer
Randy Mundy	Town of Tyrone Police Department	Chief of Police
Rob McCool	Fayette County Information Technology	Director
Sam Anglin	Peachtree City Fire Rescue	Division Chief
Scott Gray	City of Fayetteville Police Department	Chief of Police
Sheri Russo	Georgia Emergency Management Agency	Field Coordinator
Ted Lombard	Fayette County Public Schools	Coordinator for Safety, Athletics and Discipline
Terri Collins	Spalding County Fire Department	Fire and Emergency Management Planner
Tracy H. Thompson	Fayette County Animal Shelter	Animal Control Director
Van Brock	Town of Tyrone Police Department	Major
Vanessa Tigert	Fayette County Water System	Director
Vicky Chapman	Piedmont Fayette Hospital	Environment of Care and Safety Coordinator

The LHMPC met regularly throughout the planning process to provide input, review materials, and ensure alignment with local priorities. Key meetings and topics included (sign-in sheets are provided in Appendix A):

- April 2, 2025: The first LHMPC meeting was conducted to introduce the hazard mitigation planning process, discuss the list of hazards applicable to the planning area,

review the community profile and discuss changes since the last Update, and develop a plan for the public involvement strategy.
- June 4, 2025: The second LHMPC meeting was conducted to review the risk assessment and complete the vulnerability summary, discuss the capability assessment, and begin to review the mitigation actions from the previous Plan.
- July 10, 2025: The third LHMPC meeting was conducted to review the mitigation actions from the previous Plan, discuss the current Plan's mitigation strategy, including the mitigation goals and new mitigation actions, and discuss the Plan's implementation and maintenance.

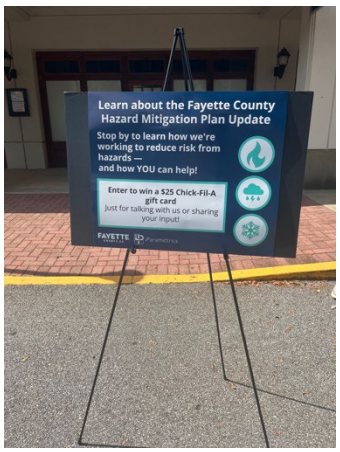
1.8.3 Public Participation and Additional Stakeholders

Requirement §201.6(b)(1)

Public awareness is a key component of any community's overall mitigation strategy. As citizens become more involved in decisions that affect their safety, they may develop a greater respect for the natural hazards present in their community, and thus, may take the steps necessary to reduce potential impacts of those hazards.

A list of public outreach initiatives and engagement with additional stakeholders is listed below:
- July 19, 2025: The LHMPC arranged for participation at the Fayette County Parks and Recreation's Cruisin' with Cars and Coffee event. The community event was hosted at the County's Administrative Complex, where participants could gather to see classic and new cars, while enjoying coffee from a local business. As part of the event, the project consultant and Fayette County EMA Director set up an informational table to educate participants on the Plan update and solicit feedback on the community's hazards of concerns and desired mitigation actions. All hazards that the public were concerned with, including wind and hazardous material release, were incorporated into the Plan. The public did not provide any additional mitigation actions during this event.

Figure 1-1. Pictures from the County's Cruisin' with Cars and Coffee event



- July 22, 2025: The Plan's project team virtually met with the president of the Fayette County Chamber of Commerce, Leonardo McClarty, CCE. The meeting introduced the Fayette County Chamber of Commerce to the purpose and planning process of the Plan and discussed how the Chamber of Commerce could become involved through the public comment period.

- August 1, 2025 to August 29, 2025: After completion of the initial draft, the Plan was opened for public comment. The Plan was posted to the Fayette County website with an overview of hazard mitigation planning and a solicitation for feedback (Figure 1-2). A flyer was also created to market the public comment period and was distributed in the following ways:
    - Fayette County Fire and EMS Instagram Profile
    - Fayette County Fire and EMS Facebook Page
    - Fayette County Fire and EMS Mobile Application
    - Fayette County Chamber of Commerce Email

  Associated materials are included in Appendix A.

- August 1, 2025: During the public comment period, the draft Plan was also forwarded to neighboring jurisdictions for comment with an example email provided in Appendix A:
    - Clayton County: David Vazquez, Chief Resilience Officer and Director of Emergency Management, Clayton County Emergency Management Agency
    - Coweta County: Michael Terrell, Director, Coweta County Emergency Management Agency
    - Fulton County: Joseph Barasoain, Director, Atlanta-Fulton County Emergency Management Agency
    - Spalding County: Glenn Polk, Fire Chief, Administration and Emergency Management, Spalding County Fire Department, Director, Spalding County Office of Homeland Security and Emergency Management

  Comments were received from a representative from a neighboring jurisdiction, who commented that the plan is very thorough and builds cooperation across communities.

Figure 1-2. Draft Plan posted on the Fayette County website during the public comment period

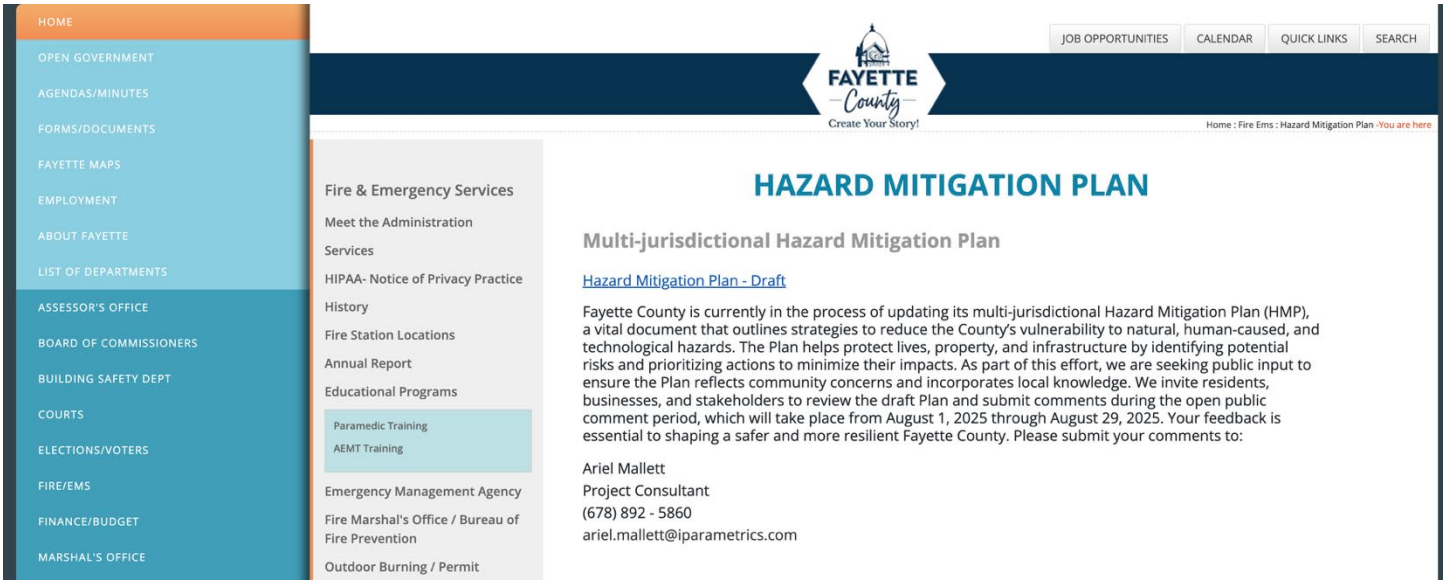


Figure 1-3. Flyer marketing the public comment period for the draft Plan

1.9 Multi-Jurisdictional Considerations

Requirement §201.6(c)(1)

FEMA does not require cities and towns to adopt a local hazard mitigation plan. However, the Federal DMA 2000 requires that all municipalities, wishing to be eligible to receive Hazard Mitigation Grants through FEMA, must adopt a local multi-hazard mitigation plan and must update that plan every 5 years. Fayette County's most recent Hazard Mitigation Plan was developed in 2020 and approved by FEMA in 2021. The 2025 Mitigation Plan is the fourth 5-year update. This FEMA-approved 2025 Hazard Mitigation Plan makes Fayette County, City of Fayetteville, City of Peachtree City, Town of Brooks, Town of Tyrone and Town of Woolsey eligible for additional FEMA hazard mitigation grant opportunities.

As set forth by Georgia House Bill 489, the Emergency Management Agency is the implementing agency for projects pertaining to hazard mitigation. Fayette County is dedicated to work in the best interests of the County, as well as, its municipalities. A few mitigation strategies in Fayette County's 2025 Plan apply to a specific municipality. Unless noted otherwise, mitigation strategies apply equally to all jurisdictions. During the creation and update of this Plan, Fayette County Emergency Management Agency solicited and received participation from the following Fayette County municipalities: City of Fayetteville, City of Peachtree City, Town of Brooks, Town of Tyrone, and Town of Woolsey.

1.10 Incorporation of Existing Plans, Studies, and Resources

Requirement §201.6(b)(3)
State Requirement Element F3

Throughout the planning process, this Plan was informed by existing plans, studies, reports, and technical information. The planning team reviewed the resources outlined in Table 1-2. Note that the "Area of Incorporation" column within the table lists the initial area of incorporations that may also inform subsequent sections of the Plan; for example, the INSERT was reviewed and documented during the capability assessment, which then helped inform the mitigation actions.

Table 1-2. Resources reviewed during the planning process to inform the Plan

Type	Name	Area of Incorporation
Handbook	Federal Emergency Management Agency Local Mitigation Planning Handbook	Entirety of Plan
Plan	2020 Fayette County Hazard Mitigation Plan	Entirety of Plan (baseline for the 2025 Plan)
Plan	State of Georgia 2024 Georgia Hazard Mitigation Strategy	Entirety of Plan
Dataset	Federal Emergency Management Agency National Flood Hazard Layer National Flood Insurance Program OpenFEMA Disaster Declarations Summaries OpenFEMA Public Assistance Projects Details	Community Profile (historic declarations and obligations data) Risk Assessment
Dataset	United States Census Bureau Decennial Census American Community Survey	Community Profile
Dataset	Atlanta Regional Commission County Data Profiles	Community Profile
Dataset	Georgia Department of Labor Area Labor Profile	Community Profile
Dataset	Iowa State University Iowa Environmental Mesonet NWS Watch, Warning, and Advisories	Risk Assessment
Dataset	National Oceanic and Atmospheric Administration Historical Hurricane Tracks National Center for Environmental Information Storm Events Database	Risk Assessment
Report	University of Georgia Hazard Risk Analyses Supplement to the Fayette County Joint Hazard Mitigation Plan	Risk Assessment
Dataset	United States Drought Monitor	Risk Assessment
Dataset	Southern Group of State Foresters Southern Wildfire Risk Explorer	Risk Assessment
Dataset	Georgia Forestry Commission Georgia Historical State Wildfires Dashboard	Risk Assessment
Dataset	United States Geologic Survey Earthquake Catalog National Seismic Hazard Maps	Risk Assessment
Dataset	Centers for Disease Control and Prevention	Risk Assessment

	National Environmental Public Health Tracking Network	
Dataset	United States Coast Guard National Response Center	Risk Assessment
Dataset	United States Environmental Protection Agency RCRAInfo Database	Risk Assessment
Dataset; Report	State of Georgia Environmental Protection Division Safe Dams Program	Risk Assessment
Dataset	Georgia Department of Transportation Crash Reporting	Risk Assessment
Plan	Fayette County Comprehensive Plan	Capability Assessment
Plan	Fayette County Local Emergency Operations Plan	Capability Assessment

Chapter 2 Fayette County Profile

2.1 Summary of Updates for Chapter 2

The following table provides a description of each section of this chapter and a summary of the changes that have been made to the Fayette County Hazard Mitigation Plan 2020.

Chapter 2 Section	Updates
Past Hazards and Notable Events	Previous information was carried over to Chapter 3 Table of FEMA-declared disasters was added This section was combined with "Past Notable Events" from last update
History	Verbiage updated
Demographics	Updated section to include additional data and updated data Added narrative to accompany visualizations and data tables
Economy	Updated section to include additional data and updated data Added narrative to accompany visualizations and data tables
Government	Verbiage updated
Transportation	No changes
Climate	No changes
Utilities	No changes
Municipalities	Verbiage updated
Community Changes	New section – not in 2020 Plan

2.2 Past Hazards and Notable Events

Fayette County, Georgia, has faced many and a diversity of natural hazards in its long history, including, but not limited to, severe thunderstorms, flooding, winter weather, tornadoes, hurricanes, and drought. Chapter 3 details the types of hazards relevant to Fayette County and includes an assessment of the location, extent, previous occurrences, and probability of each hazard type.

Since 1964, Fayette County has received 13 Presidential Disaster Declarations (Federal Emergency Management Agency (FEMA)-declared emergency and major disasters). The Emergency Declarations (EM) and Major Disaster Declarations (DR) are listed in Table 2-1.

Table 2-1. EM and DR Declarations for Fayette County (source: FEMA)

Disaster Number	Declaration Type	Declaration Date	Incident Type	Declaration Name
3616	EM	September 26, 2024	Tropical Storm	HURRICANE HELENE
4501	DR	March 29, 2020	Biological	COVID-19 PANDEMIC
3464	EM	March 13, 2020	Biological	COVID-19
4338	DR	September 15, 2017	Hurricane	HURRICANE IRMA
3387	EM	September 8, 2017	Hurricane	HURRICANE IRMA

Disaster Number	Declaration Type	Declaration Date	Incident Type	Declaration Name
4259	DR	February 26, 2016	Severe Storm	SEVERE STORMS AND FLOODING
4165	DR	March 6, 2014	Severe Ice Storm	SEVERE WINTER STORM
3368	EM	February 11, 2014	Severe Ice Storm	SEVERE WINTER STORM
3218	EM	September 5, 2005	Hurricane	HURRICANE KATRINA EVACUATION
1071	DR	October 10, 1995	Hurricane	HURRICANE OPAL
1033	DR	July 7, 1994	Tornado	TORNADOES, FLOODING TORRENTIAL RAIN (TROP STORM ALBERTO)
3097	EM	March 15, 1993	Snowstorm	SEVERE SNOWFALL, WINTER STORM
3044	EM	July 20, 1977	Drought	DROUGHT

2.3 History

Fayette County was enacted as a result of the Land Lottery Draw of 1821. The land was ceded from the Creek Indian Nation and 5 new counties were created: Fayette, Henry, Houston, Dooly, Monroe. Fayette is therefore an original county (not created from other counties) and the 49th county in Georgia. At its inception, Fayette County extended north to what is now Atlanta and east past the present-day location of Jonesboro. Over time, 4 counties were formed in part from its original boundaries: Campbell (now part of Fulton), DeKalb, Clayton, and Spalding. It is presumed that some of the early settlers, being veterans of the Revolutionary War, played a pivotal role in naming the county in honor of the Marquis de LaFayette, a French nobleman who fought alongside General George Washington during the war.

Fayetteville was named as the county seat in 1823 and the present-day courthouse in the town square was built in 1825. It remains the oldest courthouse in Georgia and is still in municipal use. Although there were a few small, named communities, Fayetteville remained the only city until the 1900s.

Fayette County holds historical significance in that during the Civil War, cavalry activity took place in the middle of the county. A Confederate wagon supply train comprising several hundred wagons was burned just two miles west of Fayetteville. The following day, one of the final cavalry skirmishes of the war took place nearby. These events were indirectly linked to the larger context of the Battle of Atlanta.

In addition, Fayette County has literary connections. In the 1930s, Margaret Mitchell spent time in Fayette County researching facts for her novel, *Gone with the Wind*. Her great-grandfather, Phillip Fitzgerald, came to Fayette County in the 1830s and the Fitzgeralds were the prototypes for the O'Hara in the book. They are buried in the Fayetteville City Cemetery. The Holliday family also hailed from Fayette County. Notably, one of John Henry "Doc" Holliday's cousins married into the Fitzgerald family, making the legendary figure of the Old West a "kissin' cousin" of Margaret Mitchell.

Peachtree City was officially incorporated in 1959 and is recognized as the only successful pre-planned city in the southeastern United States. A notable feature of its City Plaza is a water fountain, gifted by the Japanese companies that have established a presence in Peachtree City. Today, Fayette County encompasses 5 incorporated municipalities: Fayetteville, Peachtree City, Tyrone, Brooks, and Woolsey.

2.4 Demographics

Fayette County has a population of approximately 120,000 residents. Table 2-2 presents data on Fayette County's demographics and its changes between 2010 and 2023, while Figure 2-1 focuses on the changes that happened since the last Plan update in 2020. Table 2-3 compares the demographics of Fayette County to the demographics of the State of Georgia. Table 2-4 presents the population and changes within the incorporated municipalities in Fayette County.

Table 2-2. Demographic changes in Fayette County between 2010 and 2023 (source: Atlanta Regional Commission)

	2010	2023	Change
Total Population	105,344	120,689	15,345
Non-Hispanic White	69.6%	56.9%	-12.8%
Non-Hispanic Black or African American	18.9%	25.2%	6.3%
Non-Hispanic Asian	3.9%	4.7%	0.8%
Hispanic or Latino (any race)	5.7%	8.3%	2.6%
Median Age	41.2%	43.3	2.1
High School Graduate or Higher	93.6%	95.0%	1.4%
Bachelor's Degree or Higher	41.5%	48.1%	6.6%
Unemployment Rate	5.6%	3.7%	-1.9%
People Below Poverty	4.7%	5.5%	0.8%
Total Housing Units	40,205	45,896	5,691
Occupied Housing Units	93.7%	95.1%	1.4%
Owner-Occupied	84.5%	81.0%	-3.5%
Renter-Occupied	15.5%	19.0%	3.5%

Table 2-3. Demographic comparison between Fayette County and the State of Georgia (source: Atlanta Regional Commission)

	2019 to 2023		
	Fayette County	State of Georgia	Difference
Total Population	120,689	10,822,590	
Non-Hispanic White	56.9%	49.8%	7.1%
Non-Hispanic Black or African American	25.2%	31.0%	-5.8%
Non-Hispanic Asian	4.7%	4.3%	0.4%
Hispanic or Latino (any race)	8.3%	10.7%	-2.4%
Median Age	43.3	37.4	5.9
High School Graduate or Higher	95.0%	89.0%	6.0%
Bachelor's Degree or Higher	48.1%	34.2%	13.9%
Unemployment Rate	3.7%	5.1%	-1.4%
People Below Poverty	5.5%	13.5%	-8.0%
Total Housing Units	45,896	4,483,873	
Occupied Housing Units	95.1%	89.4%	5.7%
Owner-Occupied	81.0%	65.4%	15.6%
Renter-Occupied	19.0%	34.6%	-15.6%

Figure 2-1. Demographic changes in Fayette County since the last plan update in 2020 (source: American Community Survey)

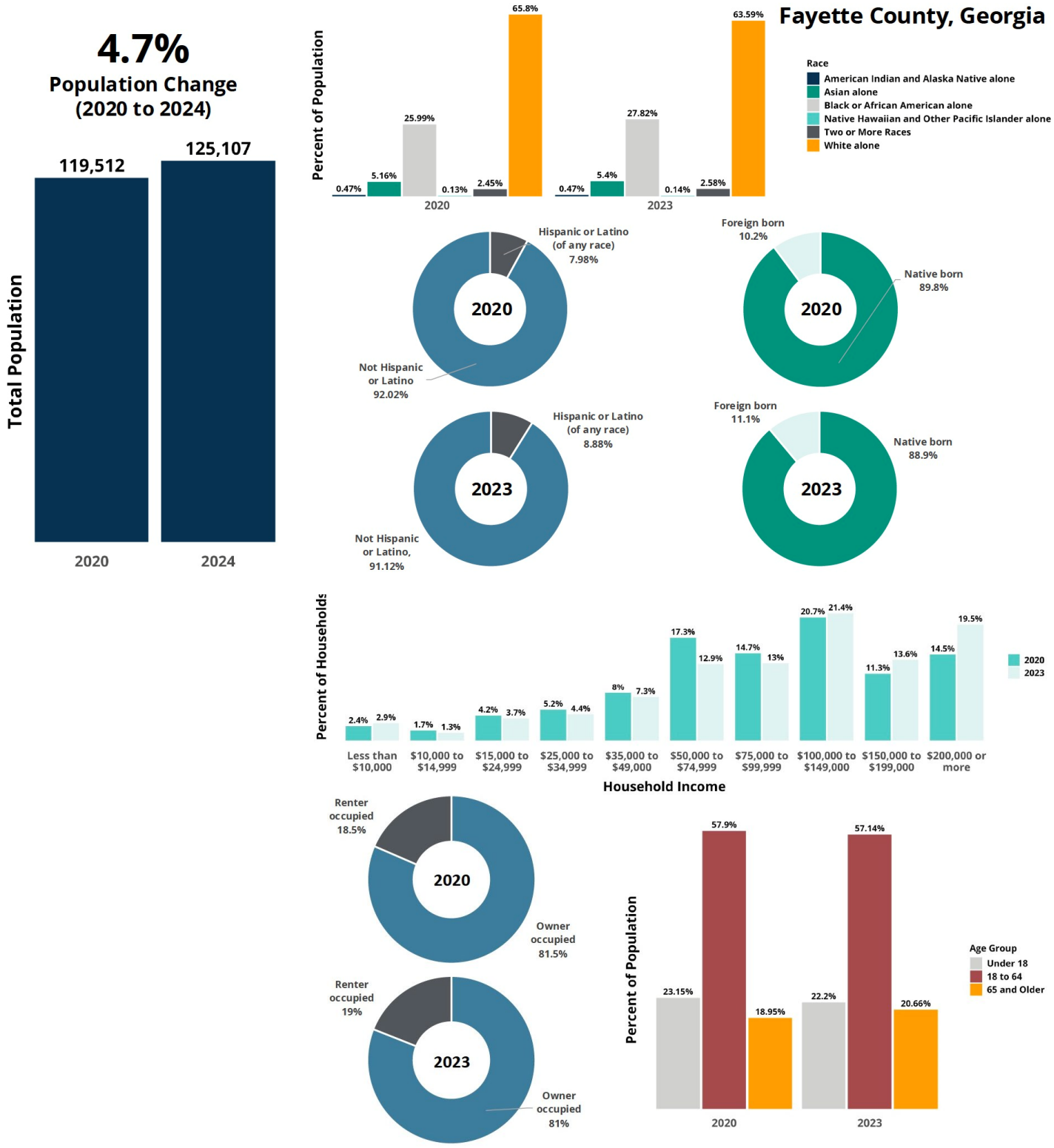


Table 2-4. Population changes in incorporated municipalities in Fayette County (source: US Census Bureau and American Community Survey)

	2000 Census	2010 Census	2020 American Community Survey	2023 American Community Survey	Population Change (2020 to 2023)
Brooks	553	524	507	693	36.7%
Fayetteville	11,148	15,945	17,902	19,364	8.2%
Peachtree City	31,580	34,364	35,844	38,977	8.7%
Tyrone	3,916	6,879	7,427	7,803	5.1%
Woolsey	175	158	195	253	29.7%

Fayette County has experienced steady growth and demographic shifts over the past decade, with a population increase of over 15,000 residents from 2010 to 2023. As of 2023, the county's total population stands at approximately 120,689, reflecting a 14.6% growth since 2010 and 4.7% growth since 2020. This growth has been accompanied by increased racial and ethnic diversity. While Non-Hispanic White residents remain the majority, their proportion has declined by nearly 13% since 2010. In contrast, the Non-Hispanic Black or African American population has grown by over 6%, and the Hispanic or Latino population has increased by 2.6% in that same period.

Educational attainment in Fayette County is notably high. 95.0% of adults have completed high school, and nearly half (48.1%) hold a bachelor's degree or higher - both significantly above the state averages. The county also boasts a relatively low unemployment rate of 3.7%, well below the state average, and a modest poverty rate of 5.5%, which is nearly 8% lower than the state's.

Housing growth has kept pace with the population, with 45,896 housing units reported in 2023, up from 40,205 in 2010. The vast majority (81.0%) of occupied housing units are owner-occupied, but the percentage of owner-occupied housing units over the past decade has decreased with renting becoming more prevalent.

When compared with the State of Georgia, Fayette County tends to skew older (median age of 43.3 versus 37.4 statewide). Further, the percentage of residents in Fayette County that are 65 and older has increased by about 2% between 2020 and 2023.

At the municipal level, all 5 incorporated areas of Fayette County have seen population growth since 2020. Between 2020 and 2023 almost all the county's population growth occurred in the incorporated areas of the county. Notably, Brooks and Woolsey have experienced significant percentage increases at 36.7% and 29.7%, respectively, highlighting changing development patterns even in the county's less densely populated areas.

2.5 Economy

Fayette County exhibits a dynamic and diversified economy, with significant contributions from both goods-producing and service-providing sectors. As analyzed above, the unemployment rate in Fayette County in 2023 was 3.7%, which is 1.9% less than the county's rate in 2010 and 1.4% below the State average of 5.1%. Based on 3rd quarter data from 2024, the economy has a higher dominance of service-producing industries, which is characteristic of many suburban counties with proximity to major metropolitan areas. However, goods-producing sectors still maintain a substantial presence and contribute meaningfully to employment and business diversity.

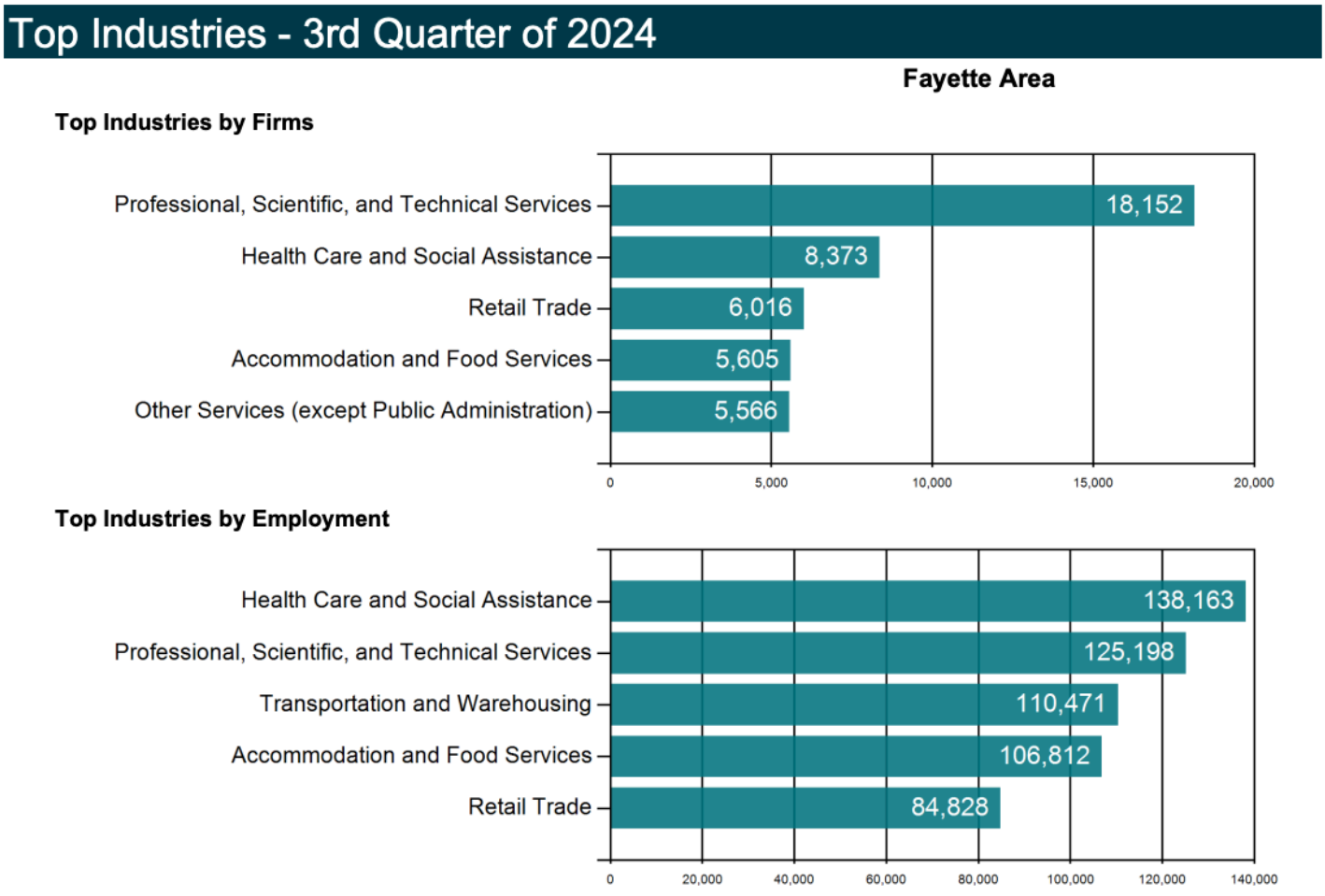
The service-producing sector constitutes the vast majority of employment and business activity in Fayette County, comprising industries that cater to both individual and commercial needs.

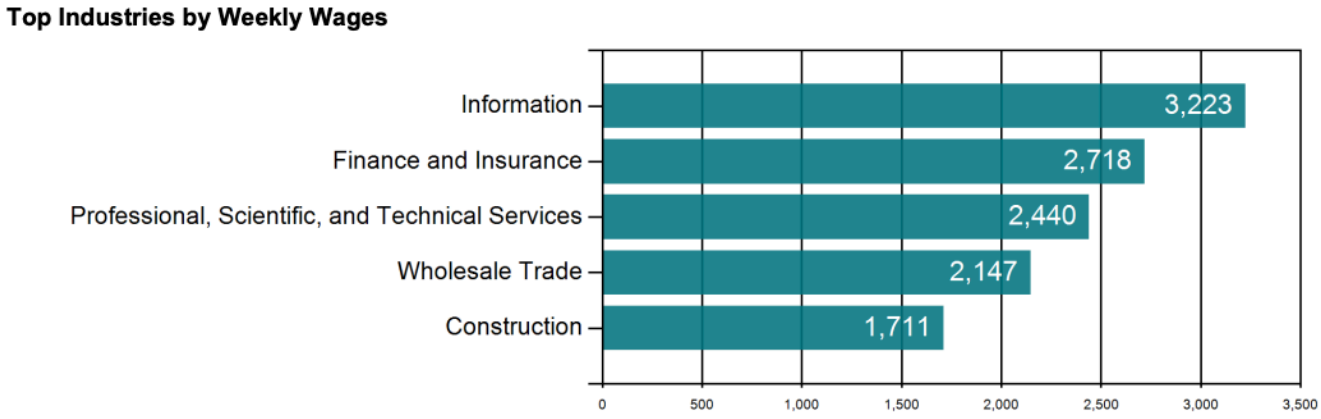
- Health Care and Social Assistance is the largest employer, with 6,580 employees across 611 establishments, reflecting the county's aging population and the demand for medical and care services.
- Accommodation and Food Services and Retail Trade also play pivotal roles, employing 6,781 and 6,666 people, respectively. These sectors support local consumption and tourism, particularly in hubs like Peachtree City and Fayetteville.
- Educational Services, Professional, Scientific, and Technical Services, and Finance and Insurance are also key service-oriented industries, with the latter two offering some of the highest average weekly wages (over $1,500), indicating their role in supporting a higher-income, skilled labor force.

While smaller in scale, the goods-producing sector remains vital to Fayette County's economy, particularly in construction and manufacturing.

- Construction is the largest goods-producing industry, with 3,038 employees spread across 399 firms. This reflects ongoing residential and commercial development within the county, driven by population growth and infrastructure needs.
- Manufacturing, while more limited in employment (1,759 employees), provides essential industrial output and contributes to economic diversity. The relatively smaller number of 93 manufacturing firms indicates a concentrated but stable industrial base.

Figure 2-2. Top industries in Fayette Area for 3rd quarter of 2024 (source: Georgia Department of Labor)





The ten largest private employers, in alphabetical order, in Fayette County include:

- Administaff Companies, Inc.
- Cooper Lighting, LLC
- Cornerstone Building Brands Service
- Gerresheimer Peachtree City US
- Hoshizaki America, Inc.
- Matsushita Electric Corp Of America
- Publix Super Markets, Inc.
- Rinnai America Corporation
- The Kroger Company
- Walmart

2.6 Government

Fayette County operates under a Commission-Administrator form of government, as defined in the County Charter. This structure includes a 5-member Board of Commissioners, with each commissioner elected from 1 of 5 geographic districts. Commissioners serve staggered 4-year terms, ensuring continuity in governance. While each commissioner is elected by their district, all serve the broader interests of the entire county. The daily operations of the county are managed by a County Administrator, who is appointed by the Board.

The Board of Commissioners holds legislative authority at the county level. Their primary responsibilities include:

- Enacting local laws (ordinances) to safeguard public health, safety, and welfare.
- Adopting an annual balanced budget that funds both county operations and allocates resources to the constitutional officers, other elected officials, the judiciary, and state-mandated programs funded at the local level.
- Ensuring the delivery of essential public services to residents.
- Setting the county millage rate annually, which partially funds the county budget. The Board also accepts the school district's millage rate and a state assessment, which is submitted to the Georgia Department of Revenue.

The Board introduces, deliberates, and enacts new ordinances while frequently updating existing ones to address evolving community needs. All ordinances require a public hearing, typically conducted during regular Commission meetings. The Board also passes numerous resolutions and proclamations throughout the year.

Generally, the Board is empowered to enact any local legislation deemed necessary for the well-being of the county, provided it does not conflict with state or federal laws, or infringe upon constitutional rights. All proposals are reviewed by legal counsel to ensure compliance before being brought to a public forum.

The Board of Commissioners provide many services that citizens expect through the revenues that are raised annually. These include:

- Emergency Services: Fire and ambulance services, E-911 dispatch, and emergency management.
- Community Services: Zoning and planning, code enforcement, building and vehicle maintenance, animal control, and public libraries.
- Infrastructure: Road maintenance and public works.
- State-Mandated Functions: Law enforcement, jail operations, Superior, Probate, Magistrate, and Juvenile Courts, tax assessment and collection, elections management, and the District Attorney's office (in partnership with neighboring counties).

2.7 Transportation

Fayette County's transportation system consists primarily of state highways and county-maintained roads. State highways 54, 74, 85, 92, 279, and 314 are major transportation routes that carry the majority of passenger and commercial traffic in and out of Fayette County. Congestion in these transportation corridors create traffic problems, primarily because of population growth. There are no interstate, federal highway, or mass transit systems servicing Fayette County.

Atlanta Regional Airport, near Peachtree City, has one paved 5000-foot runway that services charter and private aircraft. There are no commercial flights into or out of Atlanta Regional Airport. Additionally, Fayette County has five private airfields.

2.8 Climate

Fayette County, like much of Georgia, enjoys a temperate climate with 4 well-defined seasons: warm to hot summers; brisk fall temperatures; relatively brief, cool winters; and a warm spring season.

Table 2-5. Average monthly temperatures in the State of Georgia and Fayette County (Fahrenheit)

Month	State of Georgia Average Temperature	Fayette County Average Temperature
January	46	43
February	49	45
March	56	54
April	63	62
May	70	69
June	77	77
July	80	78
August	79	78
September	74	72
October	64	61
November	56	51
December	48	47

2.9 Utilities

Fayette County's utility needs are met by a variety of public and private entities.

Electrical power in Fayette County is provided by the Coweta-Fayette Electric Membership Corporate, which provides approximately 70% of the county's electrical service, and Georgia Power, which provides the remaining 30%.

Propane and natural gas are the primary sources of heating and cooking fuel for Fayette County's residents. Atlanta Gas Light is the primary natural gas provider in Fayette County. Some areas of Fayette County remain reliant on the delivery of propane as a fuel source for heat and cooking.

Fayette County has both private and public water systems. The Fayette County Water System is a public utility and is the largest water provider in the county. The system provides drinking water and water for fire protection for part of unincorporated Fayette County, Tyrone, Brooks, Woolsey, and Peachtree City. This system has a pumping capacity of 18 million gallons per day. The City of Fayetteville provides water and sewage services for their jurisdiction. Peachtree City Water and Sewer Authority provides sewage services to Peachtree City. Fayette County has 4 large reservoirs which serve as the main water sources for the Fayette County Water System. Additionally, the City of Fayetteville has 1 reservoir and a variety of wells that serve as the main water sources for the city's water system. Approximately 60% of Fayette County residents are connected either to a public or private pressurized water system. The remainder of citizens rely on wells located on their private property.

2.10 Municipalities

2.10.1 City of Fayetteville

Founded on March 28, 1823, Fayetteville became the county seat of Fayette County, which had been established two years earlier in 1821. Its location was selected by the county's first grand jury, and later that same year, it was incorporated by the Georgia State Legislature. Both the city and county were named in honor of the Marquis de Lafayette, a French hero of the American Revolutionary War.

Fayetteville experienced significant growth leading up to the Civil War and rebounded after Reconstruction. A key milestone occurred in 1888, when the Atlanta-Fort Valley railroad began operations through the city. That same year, Fayetteville was reincorporated as a city, with its boundaries extended to a one-mile radius from the historic courthouse.

Throughout its history, Fayetteville has been impacted by multiple natural disasters, including tornadoes, blizzards, ice storms, and flooding. Despite these challenges, the city has preserved much of its historical architecture, particularly around the historic courthouse square.

Today, Fayetteville serves as the administrative center of Fayette County, housing many county government offices. Notable attractions include the Historic Fayette County Courthouse, Southern Ground Amphitheater, Holliday-Dorsey-Fife House Museum, and the Historic Train Depot. The city is governed by a Mayor and a 5-member City Council, elected by residents. Municipal services include administrative operations, community and economic development, building inspections, fire and police protection, public works, solid waste, stormwater, and water and sewer services.

2.10.2 City of Peachtree City

Peachtree City's origins trace back to Woodland Era Indigenous peoples more than 12,000 years ago. The area later became historically significant through Chief William McIntosh, a Creek leader who, in 1821, ceded land – including future Fayette County territory – to the federal government. McIntosh's legacy is honored throughout the region, notably with the naming of McIntosh High School.

In the 1950s, real estate developers assembled over 12,000 acres to create a master-planned city. Chartered on March 9, 1959, Peachtree City was designed around distinct village centers, Aberdeen, Braelinn, Glenloch, Kedron, and Wilksmoor, each with dedicated amenities such as schools, shopping centers, and recreational spaces. Although originally envisioned to host 75,000 to 80,000 residents, the city's land use plan was revised in the 1970s to support 40,000 to 50,000.

Peachtree City is now recognized for its golf cart-friendly infrastructure, boasting over 100 miles of multi-use paths. It has become a hub for film and television productions, with credits including The Walking Dead and Sweet Home Alabama. Popular destinations include The Fred Amphitheater, Lake McIntosh Park, and the Commemorative Air Force Dixie Wing Museum.

The city is governed by a Mayor and 4 City Councilmembers, and provides comprehensive services including administration, engineering, planning and development, code enforcement, public safety (fire, EMS, and police), solid waste management, recreation, and library services.

2.10.3 Town of Brooks

Located in southern Fayette County, Brooks occupies land once traversed by Creek Nation trade routes. Originally known as Haistentown and later Sharon Grove, the community saw growth in the late 1800s with the arrival of the railroad. In 1871, local planter Hillery Brooks donated land for a train depot, lending his name to the settlement, which became known as Brooks Station, later shortened to Brooks in 1905.

By the early 20th century, Brooks had a thriving downtown supported by agriculture (primarily cotton). The town suffered economic hardship during the Depression and a devastating hailstorm in 1933, but rebounded over time. Growth resumed after World War II, fueled by proximity to Atlanta's aviation industry.

The town charter was reactivated in 1964, and today Brooks is governed by a Mayor and 5 Councilmembers. It provides administrative, sewer, and solid waste services. The town maintains a rural character, with a close-knit community and preserved historical charm.

2.10.4 Town of Tyrone

Tyrone's early roots lie in Creek Indian territory, with Scottish and Irish settlers arriving in the late 1800s, drawn by the landscape's resemblance to County Tyrone in Northern Ireland. The name "Tyrone" was adopted by the Birmingham and Atlantic Railroad in 1907, and the town was officially incorporated in 1911.

Today, Tyrone is a growing municipality that blends historical heritage with modern amenities. The town is governed by a Mayor and 4 Councilmembers, with a Town Manager overseeing daily operations. Services include administration, public safety, public works, planning and zoning, library services, sanitation, and environmental services.

2.10.5 Town of Woolsey

Established in 1893 and originally known as Woolseyville, the Town of Woolsey was founded by Dr. I.G. Woolsey, a physician, minister, and Civil War surgeon. The town emerged as an agricultural center in the late 1800s, with corn and cotton as staple crops. By the 1920s, Woolsey featured a variety of community establishments, including a bank, post office, library, general store, and one-room schoolhouse.

Though small, Woolsey has retained its rural and pastoral identity. The town celebrated its centennial in 1993, and today offers residents a peaceful lifestyle with modest commercial amenities, local small businesses, a fire station, and community institutions like Woolsey Baptist Church and the Masonic Lodge.

Woolsey is governed by a Mayor and 3 Councilmembers, who are elected by residents.

2.11 Community Changes

Requirement 201.6(d)(3)

Since the last Plan update, Fayette County has experienced or anticipates notable demographic, economic, and land use transformations, all of which have important implications for the county's vulnerability to natural and human-caused hazards.

2.11.1 Population Growth and Urbanization

Fayette County's population has continued to grow steadily, with particularly marked increases in its incorporated municipalities. As more people move into the county, the density of residential development increases, particularly in formerly low-density or rural zones. This change increases the county's vulnerability as it places added stress on transportation networks, utility systems, and emergency response capabilities. Further, population growth also leads to increased development in areas that may previously have served as natural buffers or open space, potentially exacerbating hazard risks and vulnerability.

2.11.2 Demographic Diversification and Housing Shifts

Fayette County's population has become increasingly diverse, with notable growth in communities of color and immigrant populations. This demographic shift brings both cultural vibrancy and new considerations for language access, culturally competent outreach, and equitable hazard communication in emergency preparedness efforts.

Simultaneously, there has been a measurable increase in the number of renter-occupied households, particularly in urbanizing nodes and near commercial hubs. Renters often face higher vulnerability in disaster scenarios due to limited control over building conditions, reduced access to insurance, and potential barriers to evacuation or recovery resources.

2.11.3 Land Use Changes and Development Trends

Major development projects are reshaping the land use landscape of Fayette County and introducing increased vulnerabilities:

- Data Center Construction: The emergence of data centers, constructed on land that was previously agricultural, residential, or vacant, marks a significant economic and infrastructure shift. These facilities are highly sensitive to power loss, flooding, and cyber-related hazards, and their presence introduces critical infrastructure risks not previously

dominant in the county. The growth of this sector will also likely contribute to increased population growth to meet employment demands with vulnerabilities detailed above.

- Future U.S. Soccer National Training Center: Fayette County is set to become the future home of the U.S. Soccer National Training Center, a nationally significant development that will increase tourism, traffic, and regional visibility. While the facility presents major economic and cultural benefits, it also creates new demands on transportation infrastructure, emergency services, and mass gathering safety protocols, especially during peak events and national programming.
- Trilith Development: The continued expansion of Trilith, a mixed-use development anchored by a major film studio, further transforms the county's profile. With its combination of residential neighborhoods, creative industry facilities, and commercial amenities, Trilith introduces urban-scale density and energy needs to what was once a more rural setting. The development intensifies vulnerability to service disruptions, transportation bottlenecks, and resource strain during emergencies.
- Fayetteville Town Center Development: The proposed 38-acre Town Center development along Grady Avenue aims to transform land into a mixed-use civic and residential hub featuring greenspace, municipal facilities, housing, and commercial amenities. As a central node for community engagement and urban revitalization, the development introduces increased population density and infrastructure demand. This shift presents vulnerabilities related to stormwater runoff, traffic congestion, and emergency access. Additionally, with expanded public gathering areas and event programming likely, the development will require enhanced public safety planning and hazard mitigation for mass gatherings and critical infrastructure resilience.

Chapter 3 Hazard Profiles

3.1 Summary of Updates for Chapter 3

The following table provides a description of each section of this chapter and a summary of the changes that have been made to the Fayette County Hazard Mitigation Plan 2020.

Chapter 3 Section	Updates
Risk Assessment	Chapter structure and THIRA process was updated to better reflect current Plan requirements, which is reflected in this section
Natural Hazard: Thunderstorm	Structure updated to reflect updated THIRA process described in "Risk Assessment" Content revised and data updated
Natural Hazard: Winter Storm	Structure updated to reflect updated THIRA process described in "Risk Assessment" Content revised and data updated
Natural Hazard: Flooding	Structure updated to reflect updated THIRA process described in "Risk Assessment" Content revised and data updated
Natural Hazard: Tornado	Structure updated to reflect updated THIRA process described in "Risk Assessment" Content revised and data updated
Natural Hazard: Drought	Structure updated to reflect updated THIRA process described in "Risk Assessment" Content revised and data updated
Natural Hazard: Wildfire	Structure updated to reflect updated THIRA process described in "Risk Assessment" Content revised and data updated
Natural Hazard: Earthquake	Structure updated to reflect updated THIRA process described in "Risk Assessment" Content revised and data updated
Natural Hazard: Tropical Cyclone	Structure updated to reflect updated THIRA process described in "Risk Assessment" Content revised and data updated
Natural Hazard: Extreme Temperature	Structure updated to reflect updated THIRA process described in "Risk Assessment" Content revised and data updated
Technological Hazard: Hazardous Material	Structure updated to reflect updated THIRA process described in "Risk Assessment" Content revised and data updated

Technological Hazard: Dam Failure	Structure updated to reflect updated THIRA process described in "Risk Assessment" Content revised and data updated
Technological Hazard: Transportation Incident	Structure updated to reflect updated THIRA process described in "Risk Assessment" Content revised and data updated
Technological Hazard: Terrorism	Structure updated to reflect updated THIRA process described in "Risk Assessment" Content revised and data updated
Technological Hazard: Infrastructure Failure	Structure updated to reflect updated THIRA process described in "Risk Assessment" Content revised and data updated
Technological Hazard: Emergent Infectious Disease	Structure updated to reflect updated THIRA process described in "Risk Assessment" Content revised and data updated
Technological Hazard: Cyberattack	New section – not in 2020 Plan
Vulnerability Summary	New section – not in 2020 Plan

3.2 Risk Assessment

Requirement 201.6(c)(2)(i)

The Fayette County Local Hazard Mitigation Planning Committee (LHMPC) conducted a comprehensive Threat and Hazard Identification and Risk Assessment (THIRA) for Fayette County and all municipalities. This assessment developed the hazard basis for this plan. The assessment includes the following components for each hazard:

- Hazard Identification: The LHMPC undertook a comprehensive review to identify hazards considered relevant and impactful to Fayette County. The LHMPC grounded their selections in a combination of local knowledge, past hazard events, existing planning documents, and state-level guidance. The LHMPC identified 9 natural hazards and 7 technological hazards for this Hazard Mitigation Plan.

  The 9 natural hazards remain consistent with the 2020 Plan. In comparing the hazard inventory to the inventory in the 2024 Georgia Hazard Mitigation Strategy, Fayette County omitted the following hazards:
  - Coastal Hazards (storm surge, coastal flooding): Fayette County is an inland jurisdiction with no exposure to risks such as storm surge, saltwater intrusion, or coastal erosion.
  - Geologic Hazards (sinkhole, landslide): The LHMPC based the omission on the 2024 Georgia Hazard Mitigation Strategy's hazard maps (Figure 2.92 and Figure 2.93), which show low potential for such hazards in Fayette County. Historical occurrence and local geological assessments corroborated this conclusion.

  However, 1 technological hazard, cyberattack, was added. The inclusion of cyberattack acknowledges the growing risk posed by the hazard to local government systems, public infrastructure, and community services. The LHMPC recognized that as Fayette County

continues to digitize its operations and rely more heavily on interconnected technologies, it must also prepare for potential disruptions caused by malicious cyber activity.

- Hazard Profile: Each hazard was profiled with the following sections:
  - Hazard Description: This section defines the hazard type and introduces any scales that may be used to classify the severity of the hazard.
  - Location and Extent: This section details the geographic area within the county that could be affected by the hazard and the expected range of intensity.
  - Previous Occurrences: This section lists any historical occurrences recorded in Fayette County.
  - Probability: This section evaluates the probability of each hazard using historical data as well as future condition data (e.g. land use change, population change, etc.). In some cases, probability levels were determined using the following scale:
    - Unlikely: Occurring every 50 years or less
    - Somewhat Likely: Occurring every 20 to 50 years
    - Likely: Occurring every 5 to 20 years
    - Highly Likely: Occurring every 1 to 5 years
    - Extremely Likely: Occurring every 1 year or more
  - Impacts: This section details the likely impacts (e.g. to people, infrastructure, economy, etc.) given a hazard occurrence and addresses how impacts may change with future conditions (e.g. land use change, population change, etc.).
  - Multi-Jurisdictional Considerations: Each jurisdiction was considered when determining the potential hazard impact.

- Vulnerability Summary: The above sections in the risk assessment evaluate the hazards, vulnerable assets and potential impacts and losses. This section summarizes the information through a series of problem statements to help the community understand its most significant risks and vulnerabilities. This section is key in informing the mitigation strategy.

3.3 Natural Hazards

3.3.1 Thunderstorm

3.3.1.1 Hazard Description

This section focuses on thunderstorms, including high wind, lightning, and hail. Other elements of thunderstorms, such as tornadoes and flooding, are addressed in their own sections later in this Plan.

Thunderstorms

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 can 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.

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.

High Wind
Straight-line winds are powerful outflow winds that emanate from a thunderstorm, moving in a straight path at the surface, distinct from the rotational winds of a tornado. These winds result from the rapid downward movement of cool air hitting the ground and spreading out in all directions. The Beaufort Scale is commonly used to measure wind speed and potential damage correlations.

Table 3-1. Beaufort scale (source: National Oceanic and Atmospheric Administration (NOAA))

Beaufort Number	Wind Speed (mph)	Effects on Land	Effects on Water
0	Under 1	Calm, smoke rises vertically	Sea surface smooth and mirror-like
1	1-3	Smoke drift indicates wind direction, vanes do not move	Scaly ripples, no foam crests
2	4-7	Wind felt on face, leaves rustle, vanes begin to move	Small wavelets, crests glassy, no breaking
3	8-12	Leaves, small twigs in constant motion. Light flags extended.	Large wavelets, crests begin to break, scattered whitecaps
4	13-18	Dust, leaves, and loose paper raised up; small branches move	Small waves (1-4 feet) becoming longer, numerous whitecaps
5	19-24	Small trees begin to sway	Moderate waves (4-8 feet) taking longer form, many whitecaps, some spray
6	25-31	Large branches of trees in motion, whistling heard in wires	Larger waves (8-13 feet), whitecaps common, more spray
7	32-38	While trees in motion, resistance felt in walking against the wind	Sea heaps up, waves 13-19 feet, white foam streaks off breakers
8	39-46	Twigs and small branches broken off trees	Moderately high (18-25 feet) waves of greater length, edges of crests begin to break into spindrift, foam blown in streaks
9	47-54	Slight structural damage occurs, slate blown from roofs	High waves (23-32 feet), sea begins to roll, dense streaks of foam, spray reduces visibility
10	55-63	Seldom experienced on land, trees broken, structural damage occurs	Very high waves (29-41 feet) with overhanging crests, sea white with densely blown foam, heavy rolling, lowered visibility

Beaufort Number	Wind Speed (mph)	Effects on Land	Effects on Water
11	64-72	Very rarely experienced on land, usually with widespread damage	Exceptionally high (37-52 feet) waves, foam patches cover sea, visibility more reduced
12	73 or higher	Violence and destruction	Air filled with foam, waves over 45 feet, sea completely white with driving spray, visibility greatly reduced

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. There is currently no scale to measure the severity of lightning strikes.

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.

Table 3-2. Typical damage experienced with varying hailstone sizes (source: Tornado and Storm Research Organization)

Intensity Category	Diameter (inches)	Size Description	Typical Damage Impacts
Hard Hail	0.2-0.4	Pea	No damage
Potentially Damaging	0.4-0.6	Mothball	Slight general damage to plants, crops
Significant	0.6-0.8	Grape	Significant damage to crops and vegetation
Severe	0.8-1.2	Walnut	Severe damage to crops, damage to glass and plastic, paint and wood scored
Severe	1.2-1.6	Ping pong ball	Widespread glass damage, vehicle bodywork damage
Destructive	1.6-2.0	Golf ball	Wholesale destruction of glass, damage to tiled roofs, significant risk of injuries
Destructive	2.0-2.4	Hen's egg	Bodywork of grounded aircraft dented, brick walls pitted
Destructive	2.4-3.0	Baseball	Severe roof damage, risk of serious injuries
Super Hailstorms	3.6-3.9	Large orange	Extensive structural damage. Risk of severe or even fatal injuries to persons caught in the open
Super Hailstorms	4.0+	Grapefruit	Extensive structural damage. Risk of severe or even fatal injuries to persons caught in the open

In terms of magnitude, the National Weather Service (NWS) 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 NWS chose these measures of severity as parameters more capable of producing considerable damage. Therefore, these are measures of magnitude that may project intensity.

3.3.1.2 Location and Extent

Severe thunderstorms are not spatially confined to any location in Fayette County; therefore, the entire county is equally at risk of severe thunderstorms. Thunderstorms have occurred during all parts of the day and night and in every month in Fayette County. Severe thunderstorms are the most frequently occurring natural hazard in Fayette County. Many of these storms include high winds, lightning, and hail. Hail up to 4.5 inches was recorded in Fayette County on several occasions, most recently in 1988. Thunderstorm winds of 85 mph have been reported on many occasions in Fayette County, with the most recent occurring in 2015. According to 2024 Georgia Hazard Mitigation Strateg, Fayette County has an average hazard wind score of 1 (<90 mph gust) and wind speed gust 50 year return interval of 60 to 68 mph.

3.3.1.3 Previous Occurrences

While there have been dozens of documented thunderstorm events affecting Fayette 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 1970 and 1990, likely a vast underestimation of actual events.

Between 1985 and 2024, 249 thunderstorm events were recorded in the NOAA National Centers for Environmental Information (NCEI) Storm Events Database in Fayette County (Figure 3-1). This number includes 66 hail events and 48 lightning events. Table 3-3 lists the events from the Database that occurred since the last Plan update in 2020.

Figure 3-1. Previous occurrences of thunderstorm events in Fayette County (1985 to 2024) (source: NOAA)

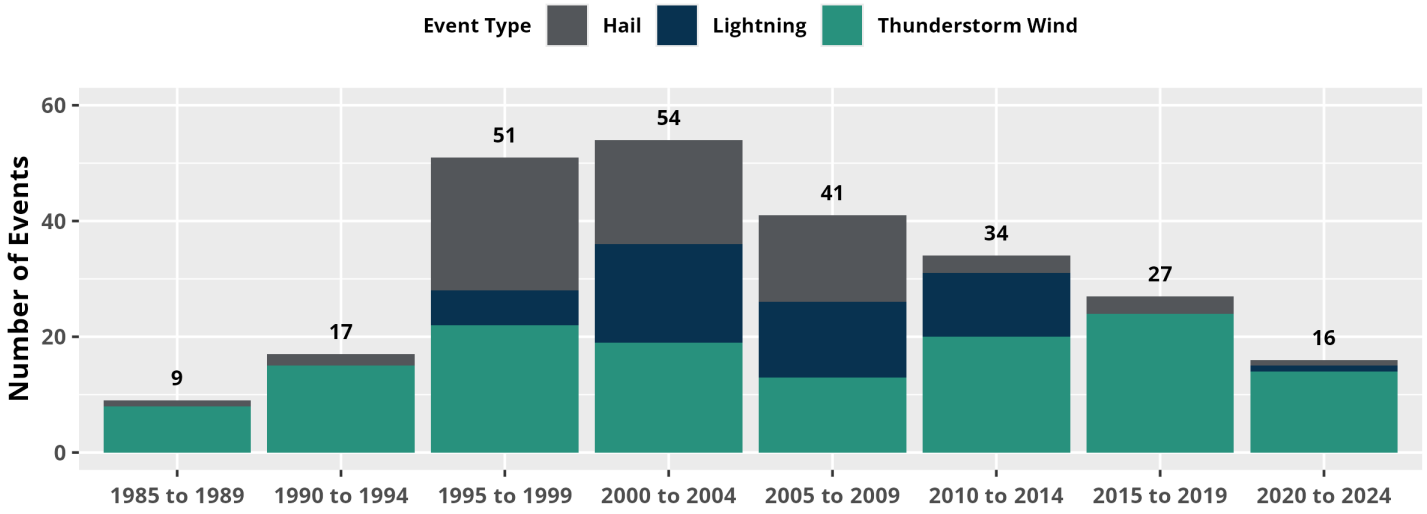


Table 3-3. Previous occurrences of thunderstorm events in Fayette County (2020 to 2024) (source: NOAA)

Location	Begin Date	Begin Time	Event Type	Magnitude (mph for wind; inches for hail)
FAYETTEVILLE	08/17/2024	1915	Thunderstorm Wind	39
SHAKE RAG	08/17/2024	1915	Thunderstorm Wind	39
PEACHTREE CITY	08/17/2024	1932	Thunderstorm Wind	52
LEES MILL	07/30/2024	1950	Thunderstorm Wind	43

Location	Begin Date	Begin Time	Event Type	Magnitude (mph for wind; inches for hail)
KENWOOD	07/30/2024	1950	Thunderstorm Wind	43
KENWOOD	07/30/2024	1955	Thunderstorm Wind	52
KENWOOD	07/30/2024	1959	Thunderstorm Wind	52
WOOLSEY	07/30/2024	2000	Thunderstorm Wind	43
FAYETTEVILLE	07/30/2024	2000	Thunderstorm Wind	48
TYRONE	07/30/2024	2005	Thunderstorm Wind	39
BROOKS	07/30/2024	2020	Thunderstorm Wind	52
TYRONE	05/27/2024	740	Thunderstorm Wind	39
FAYETTEVILLE	05/27/2024	745	Thunderstorm Wind	39
WOOLSEY RUST ARPT	05/27/2024	750	Thunderstorm Wind	39
FAYETTEVILLE	05/27/2024	750	Thunderstorm Wind	39
BROOKS	05/27/2024	1725	Thunderstorm Wind	39
WOOLSEY RUST ARPT	02/28/2024	1620	Thunderstorm Wind	39
FAYETTEVILLE	08/15/2023	1401	Thunderstorm Wind	43
LEES MILL	08/15/2023	1339	Lightning	
STARRS MILL	08/07/2023	435	Thunderstorm Wind	52
CLOVER	08/07/2023	1625	Thunderstorm Wind	52
SHAKE RAG	08/07/2023	1630	Thunderstorm Wind	52
FAYETTEVILLE	08/07/2023	1645	Thunderstorm Wind	52
LEES MILL	08/07/2023	1700	Thunderstorm Wind	4
KENWOOD	08/07/2023	1700	Thunderstorm Wind	52
KENWOOD	08/07/2023	1705	Thunderstorm Wind	52
LEES MILL	08/06/2023	1340	Thunderstorm Wind	43
FAYETTEVILLE	08/06/2023	1412	Thunderstorm Wind	43
STARRS MILL	08/06/2023	1422	Thunderstorm Wind	43
TYRONE	06/25/2023	1810	Thunderstorm Wind	52
ABERDEEN	06/11/2023	1700	Thunderstorm Wind	52
SHAKE RAG	06/11/2023	1706	Thunderstorm Wind	52
PEACHTREE CITY	06/11/2023	1706	Thunderstorm Wind	52
LEES MILL	01/12/2023	1606	Thunderstorm Wind	52
CLOVER	01/12/2023	1606	Thunderstorm Wind	56
ABERDEEN	01/12/2023	1607	Thunderstorm Wind	61
SHAKE RAG	01/12/2023	1608	Thunderstorm Wind	52
STARRS MILL	01/12/2023	1613	Thunderstorm Wind	52
FAYETTEVILLE	01/12/2023	1613	Thunderstorm Wind	52
WOOLSEY	06/24/2022	2120	Thunderstorm Wind	43
CLOVER	06/15/2022	1716	Thunderstorm Wind	52

Location	Begin Date	Begin Time	Event Type	Magnitude (mph for wind; inches for hail)
ABERDEEN	06/15/2022	1723	Thunderstorm Wind	52
CLOVER	06/15/2022	1710	Hail	1
PEACHTREE CITY	06/15/2022	1716	Hail	1.25
PEACHTREE CITY	12/30/2021	924	Thunderstorm Wind	52
PEACHTREE CITY	12/30/2021	928	Thunderstorm Wind	52
BROOKS	01/26/2021	604	Thunderstorm Wind	50
TYRONE	08/12/2020	1431	Thunderstorm Wind	50
PEACHTREE CITY	07/25/2020	1448	Thunderstorm Wind	50
FAYETTEVILLE	07/15/2020	1532	Thunderstorm Wind	50
HARP	07/09/2020	1746	Thunderstorm Wind	50
FAYETTEVILLE	06/21/2020	1658	Thunderstorm Wind	45
ABERDEEN	03/31/2020	1024	Thunderstorm Wind	55

3.3.1.4 Probability

Severe thunderstorms are the most frequently occurring natural hazard in Fayette County. The probability of severe thunderstorms is extremely likely (occurring every 1 year or more).

3.3.1.5 Impacts

In evaluating assets that are susceptible to severe thunderstorms, the LHMPC determined that all public and private property is at threat by severe thunderstorms, including all critical facilities. This is due to the lack of spatial prejudice of severe thunderstorm events.

Most of the available information relating to severe thunderstorm events in Fayette County fails to describe damage estimates in any detail, and these numbers are thought to be a gross underestimation of actual past damages. 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.

The impacts of thunderstorms can include strong winds, heavy rainfall leading to localized flooding, lightning strikes causing fires and power outages, hail damage to structures and vehicles, and disruptions to critical infrastructure, such as transportation and utilities. Severe thunderstorms may also contribute to cascading hazards, such as fallen trees blocking emergency access routes or secondary flooding from overwhelmed stormwater systems.

Urbanized areas such as Fayetteville and Peachtree City, with dense residential and commercial developments, face heightened risks of property damage and localized flooding. Meanwhile, rural areas, including Brooks and Woolsey, may experience less structural damage but remain vulnerable to agricultural losses and power outages caused by downed trees and utility lines.

Fayette County's population is steadily increasing, particularly within incorporated areas, with projected growth continuing to urbanize previously undeveloped or rural zones. This trend is expected to increase impervious surfaces, such as roadways and rooftops, which will exacerbate stormwater runoff and the potential for flash flooding during thunderstorms. New developments, like the U.S. Soccer National Training Center, the Trilith community, and

proposed Town Center development adjacent to the City of Fayetteville's City Center Park, will introduce additional infrastructure, population densities, and open green space that are vulnerable to lightning strikes, hail damage, and storm-related disruptions. The construction of data centers on former agricultural land further compounds the risks, as these critical facilities are highly sensitive to power disruptions and water damage.

3.3.1.6 Multi-Jurisdictional Considerations

While thunderstorms present a county-wide threat, the specific impacts and vulnerabilities can vary somewhat between Fayette County's jurisdictions due to differing community characteristics

- Fayetteville and Peachtree City: As urban hubs, these cities have a higher density of residential, commercial, and critical infrastructure, making them more susceptible to property damage, stormwater system overload, and traffic disruptions during thunderstorms. Peachtree City's extensive golf cart path network may also face accessibility challenges from debris or flooding.
- Tyrone: Tyrone's mix of residential neighborhoods and expanding commercial areas makes it moderately vulnerable to both infrastructure damage and localized flash flooding. Continued growth will require proactive planning to ensure that stormwater systems can handle increased runoff.
- Brooks and Woolsey: These smaller towns retain a largely rural character. While less dense development reduces overall exposure, widespread power outages due to downed trees and communication disruptions remain major concerns. Agricultural activities in these areas are also highly susceptible to hail and heavy rain damage.

3.3.2 Winter Storm

3.3.2.1 Hazard Description

Winter storm events consist of storm events in which the main types of precipitation are snow, sleet, or freezing rain:

- Snow: Snowflakes are collections of ice crystals that cling to each other as they fall toward the ground. Precipitation continues to fall as snow when the temperature remains at or below 32°F from the cloud base to the ground.
- Sleet: Sleet occurs when snowflakes only partially melt when they fall through a shallow layer of warm air. These slushy drops refreeze as they next fall through a deep layer of freezing air above the surface, and eventually reach the ground as frozen rain drops that bounce on impact.
- Freezing Rain: Freezing rain occurs when snowflakes descend into a warmer layer of air and melt completely. When these liquid water drops fall through another thin layer of freezing air just above the surface, they don't have enough time to refreeze before reaching the ground. Because they are "supercooled," they instantly refreeze upon contact with anything that that is at or below 32°F, creating a glaze of ice on the ground, trees, power lines, or other objects.

The Peachtree City NWS local weather forecast office abides by the following criteria for a winter storm:

- ½ inch or greater of sleet
- ¼ inch of greater of freezing rain
- 2 inches or greater of snow

The Peachtree City NWS local weather forecast office issues the following watches, warnings, and advisories related to winter storm events:

- Winter Storm Watch: When there is a 50% or greater chance of conditions favorable for a winter storm within 12 to 24 hours.
- Winter Weather Advisory: When there is an 80% or greater chance winter precipitation that causes an inconvenience, but does not meet warning criteria within 36 hours.
- Winter Storm Warning: When there is an 80% or greater chance of conditions favorable for a winter storm within 36 hours.
- Ice Storm Warning: When there is an 80% or greater chance of ¼ inch or more of freezing rain within 36 hours.
- Blizzard Warning: When there is an 80% or greater chance of blizzard conditions within 36 hours. Bizzard conditions consist of sustained wind speeds (or gusts) of at least 35 mph, and considerable falling or blowing snow causing a reduction of visibilities to less than ¼ mile for at least 3 hours.

A winter storm watch or warning and ice storm warning can also be issued at forecaster and emergency management discretion when significant impacts are expected but the snow, sleet, or freezing rain criteria are not necessarily met.

The Winter Storm Severity Index is a classification system used to communicate impacts from winter storms using NWS forecast data.

Table 3-4. Winter Storm Severity Index scale (NOAA)

Rating	Potential Impacts
No Impacts	Impacts not expected.
Limited Impacts	Rarely a direct threat to life and property. Typically results in little inconveniences.
Minor Impacts	Rarely a direct threat to life and property. Typically results in an inconvenience to daily life.
Moderate Impacts	Often threatening to life and property, some damage unavoidable. Typically results in disruptions to daily life.
Major Impacts	Extensive property damage likely, life saving actions needed. Will likely result in major disruptions to daily life.
Extreme Impacts	Extensive and widespread severe property damage, life saving actions will be needed. Results in extreme disruptions to daily life.

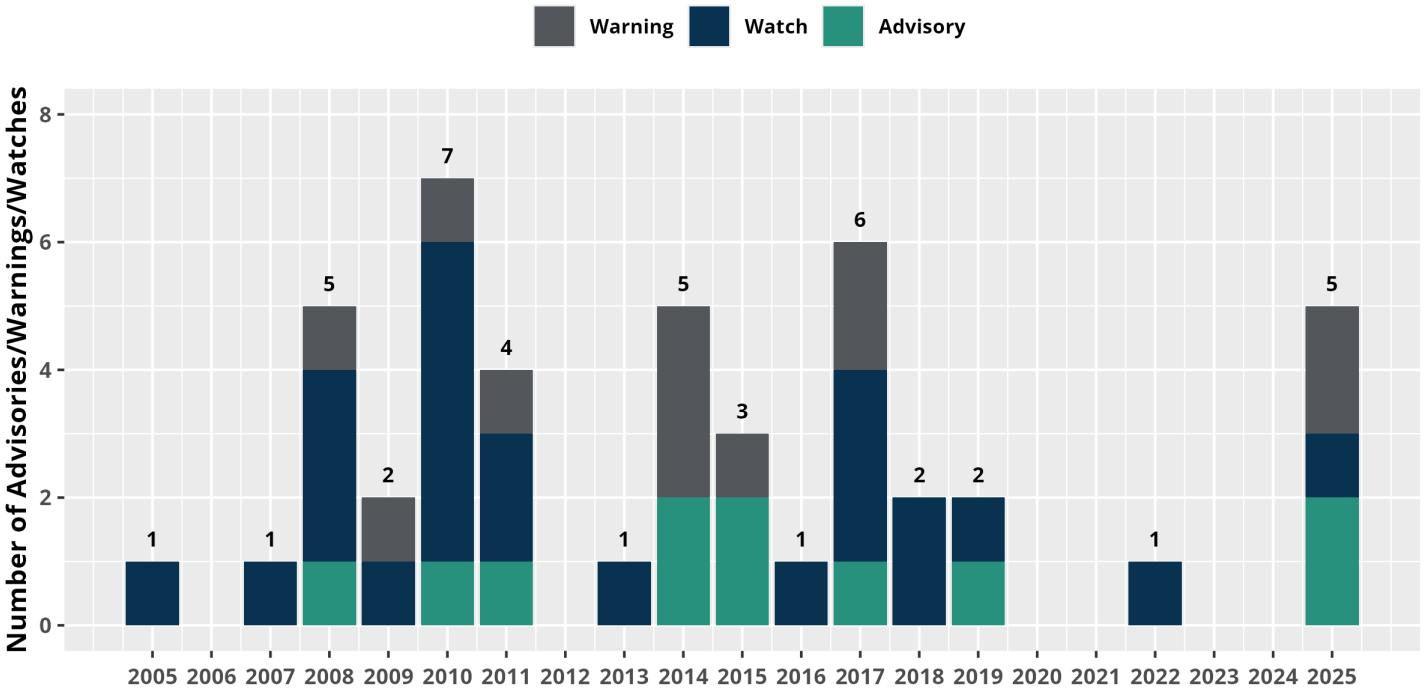
3.3.2.2 Location and Extent

Winter storms are a county-wide hazard and are not spatially confined within Fayette County. 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. While not common, winter storms in Fayette County can reach extreme levels.

3.3.2.3 Previous Occurrences

Individual events of winter storms 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. Figure 3-2 below shows the number of winter storm-related watches, advisories, and warnings issued to Fayette County between 2005 and April 2025.

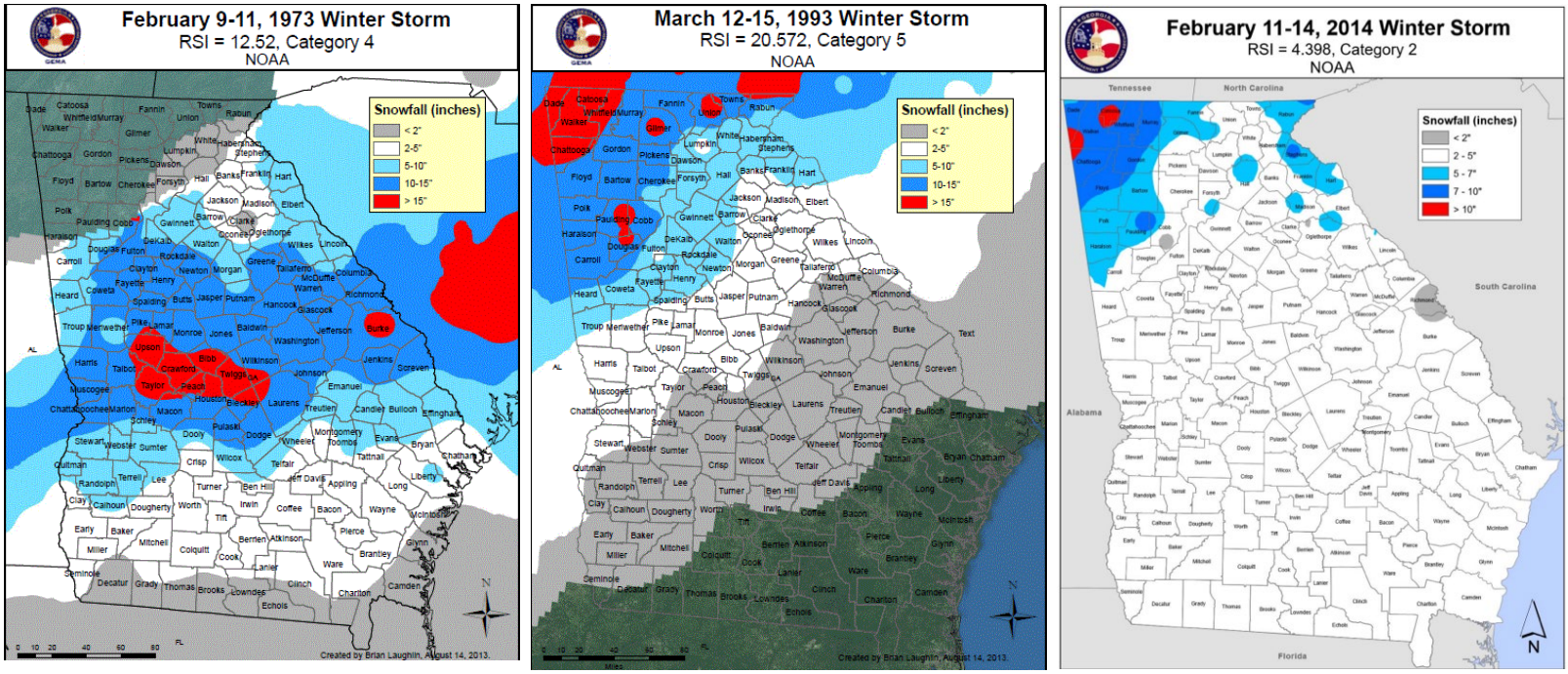
Figure 3-2. Winter storm-related watches, advisories, and warnings issued to Fayette County's forecast zone between 2005 and April 2025 (source: Iowa State University Environmental Mesonet)



The following lists the notable winter storm events that have impacted Fayette County:

- February 1973: In February 1973, a rare and powerful winter storm, known as "The Great Southeastern Snowstorm," blanketed central Georgia, including Fayette County, with significant snowfall. While the heaviest accumulations were recorded in areas like Macon (16.5 inches) and Thomaston (19.3 inches), Fayette County experienced substantial snow (10 to 15 inches) that disrupted transportation and daily activities. The storm's intensity led to widespread road closures and power outages, prompting the Georgia National Guard to assist in relief efforts across affected regions.
- March 1993: Known as the "Storm of the Century," this massive storm impacted much of the eastern United States, including Fayette County. The storm brought heavy snowfall, with areas in north Georgia receiving up to 35 inches. Fayette County faced significant disruptions due to snow-covered roads and power outages. The storm's severity led to the mobilization of emergency services and highlighted the region's vulnerability to rare but impactful winter weather events.
- January 2014: A sudden snowstorm in January 2014, known as "Snowmageddon," led to widespread chaos across metro Atlanta and surrounding areas, including Fayette County. Though snowfall totals were modest, the timing during peak travel hours resulted in massive traffic gridlocks, with many commuters stranded for hours. The event underscored the challenges of responding to unexpected winter weather in regions unaccustomed to such conditions.

Figure 3-3. Snowfall estimates for notable winter storms in Fayette County (source: 2024 Georgia Hazard Mitigation Strategy)



3.3.2.4 Probability

Winter storms in Fayette County are highly likely (occurring every 1 to 5 years). Notable and more severe winter storms though are likely (occurring every 5 to 20 years).

3.3.2.5 Impacts

Since winter storms are indiscriminate regarding location, the LHMPC determined that all public and private property, including all critical infrastructure, are susceptible to impacts from winter storms.

Winter storms, though relatively infrequent in Fayette County, have historically caused significant disruptions when they do occur. Destructiveness in the southern states is often amplified due to the lack of preparedness and response measures. Previous events demonstrate that even a few inches of snow or ice can critically impact infrastructure, transportation, utilities, and public safety across the county.

Winter storms in Fayette County can cause major impacts, including, hazardous road conditions leading to vehicle accidents and traffic standstills, power outages caused by downed trees and ice-laden power lines, disruption of emergency services, school and business closures, and increased risks to vulnerable populations, particularly older adults and those with mobility challenges. Given the county's transportation network, which relies heavily on state highways and local roads without mass transit options, even minor icing events can severely restrict mobility. Further, 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 Fayette 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.

Additionally, the county's utility infrastructure, while robust, faces heightened vulnerability during severe winter storms due to overhead power lines and the prevalence of large, mature trees. Rural areas with lower redundancy in power grids can experience prolonged outages following storm events.

Fayette County is experiencing steady population growth, particularly within its incorporated municipalities. Increased development is replacing rural or open land with denser residential and commercial construction, potentially compounding vulnerabilities:

- Demographic shifts, including an aging population, may lead to greater numbers of residents who are particularly vulnerable to cold temperatures and power outages.
- Land use changes, such as the construction of data centers and major development projects, introduce critical infrastructure that is highly sensitive to utility disruptions caused by winter weather.
- Tourism and mass gathering risks will grow with projects like the U.S. Soccer National Training Center, requiring enhanced emergency planning for winter weather events that coincide with large events.

3.3.2.6 Multi-Jurisdiction Considerations

Winter storms present a county-wide threat, but the extent and nature of impacts can vary across Fayette County's municipalities based on factors such as development patterns, infrastructure resilience, and population density.

- Fayetteville and Peachtree: As the most urbanized jurisdictions, Peachtree City and Fayetteville face heightened risks from transportation disruptions due to their concentration of commercial centers, government offices, and schools. Peachtree City's extensive golf cart path network, while beneficial for mobility in normal conditions, can be dangerous during icy events. These cities also host critical facilities (e.g., hospitals, emergency services) that require uninterrupted access during winter storms.
- Tyrone: Tyrone's mix of suburban development and open land suggests moderate vulnerability. Road closures and utility disruptions could isolate neighborhoods, especially newer residential developments built without redundant road connections.
- Brooks and Woolsey: The rural nature of Brooks and Woolsey offers some resilience against traffic-related issues but increases risks related to prolonged power outages and access to emergency services. Sparse road networks and older housing stock, which may lack modern insulation or heating systems, elevate vulnerability for residents.

3.3.3 Flooding

3.3.3.1 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.

Floods can be classified as 1 of 3 types: upstream floods, downstream floods, or coastal floods:

- Upstream floods, also called flash floods, occur in the upper parts of drainage basins and are generally characterized by periods of intense rainfall over a short duration. These floods arise with very little warning. Urban flooding is a type of upstream flood. Urban flooding involves the overflow of storm drain systems and can be the result of inadequate drainage combined with heavy rainfall or rapid snowmelt. Upstream or flash floods can

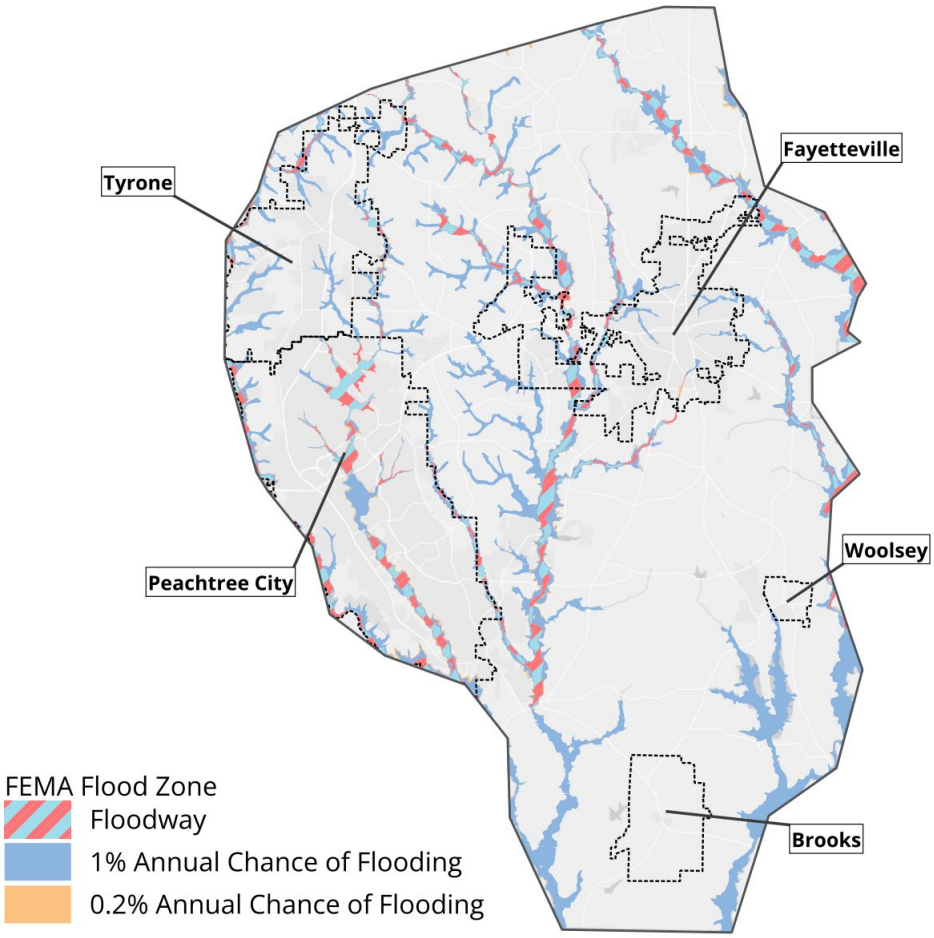
occur at any time of the year in Georgia, but they are most common in the spring and summer months.

- Downstream floods, also called riverine floods, refer to floods on large rivers at locations with large upstream catchments. Downstream floods are typically associated with precipitation events that are of relatively long duration and occur over large areas. Flooding on small tributary streams may be limited, but the contribution of increased runoff may result in a large flood downstream. The lag time between precipitation and time of the flood peak is much longer for downstream floods than for upstream floods, generally providing ample warning for people to move to safe locations and, to some extent, secure some property against damage
- Coastal floods occurring on the Atlantic and Gulf coasts may be related to hurricanes or other combined offshore, nearshore, and shoreline processes. The effects of these complex interrelationships vary significantly across coastal settings.

3.3.3.2 Location and Extent

Flood events within Fayette 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 (FEMA). The flood maps delineate areas of high, moderate, and low flood risk by indicating areas of inundation under different flooding return periods (e.g. 100-year, 500-year floods). Fayette County is within the 100-year and 500-year floodplains depending on the location, as shown in Figure 3-4.

Figure 3-4. FEMA flood zones in Fayette County (source: FEMA)



The extent of flooding within Fayette County can also be presented using depth of flood information. NOAA provides historical crest (when available), flood stage category levels, and flood impacts for 6 gauges within the county. The below figures provide this information for the following gauges:

- Flat Creek below Lake Kedron Dam (Peachtree City)
- Line Creek below GA 54 near Peachtree City (Peachtree City)
- Flat Creek at Lake Peachtree Tailrace (Peachtree City)
- Line Creek below Lake McIntosh (Peachtree City)
- Horton Creek below Lake Horton Dam (Fayette County)
- Flint River at Woolsey Road near Woolsey (Fayette County)

Figure 3-5. Flood stage category levels, and impacts for the Flat Creek below Lake Kedron Dam gauge (source: NOAA)

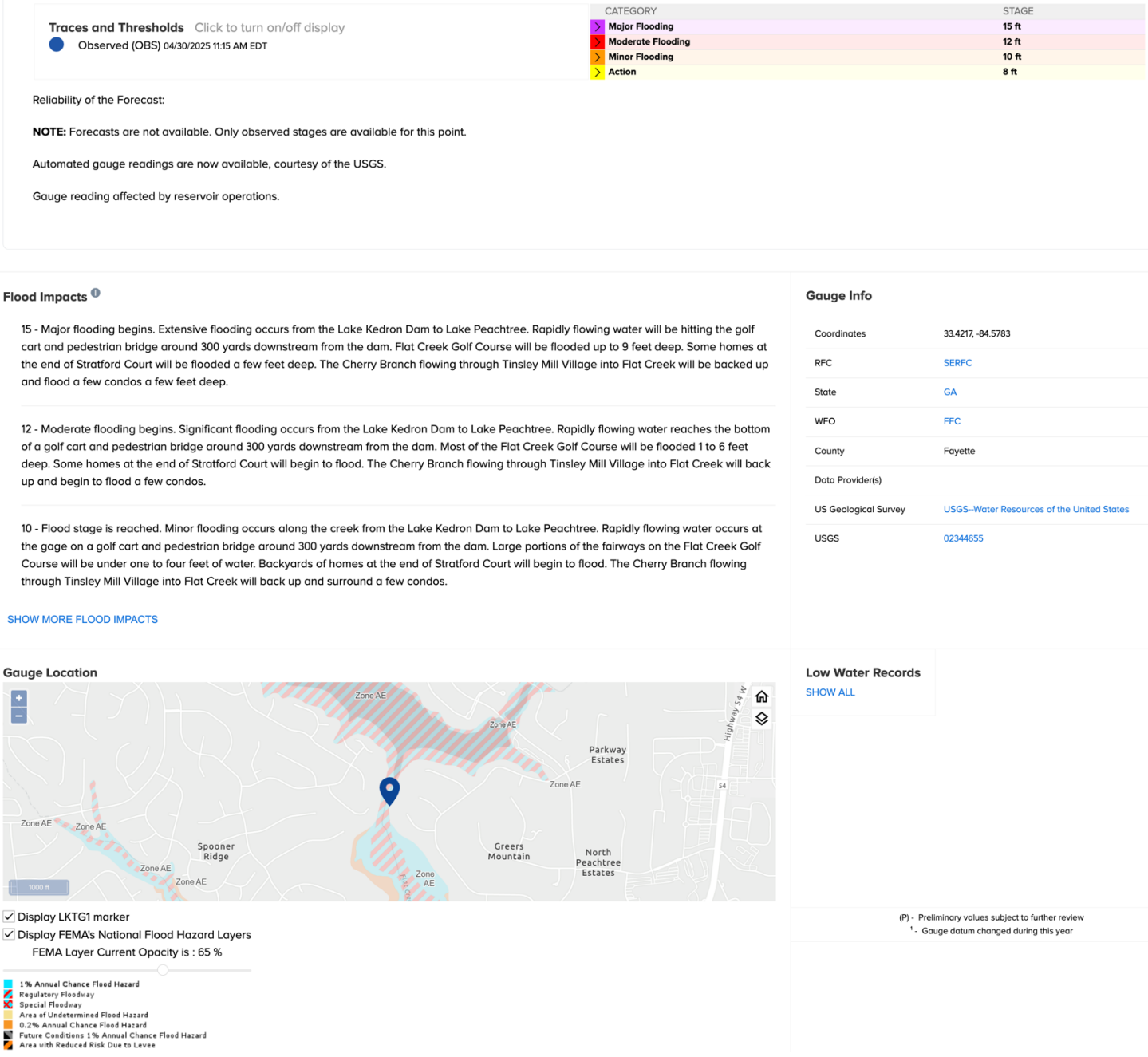


Figure 3-6. Historic crest, flood stage category levels, and impacts for the Line Creek below GA 54 near Peachtree City gauge (source: NOAA)

Traces and Thresholds Click to turn on/off display

Observed (OBS) 04/30/2025 11:00 AM EDT

CATEGORY	STAGE
Major Flooding	18 ft
Moderate Flooding	15 ft
Minor Flooding	12 ft
Action	10 ft

Reliability of the Forecast:

NOTE: Forecasts are not available. Only observed stages are available for this point.

Automated gauge readings are now available, courtesy of the USGS.

Flood Impacts

18 - Major flooding begins. Widespread inundation flooding occurs in the woodlands along the creek upstream and downstream from the gage just below Georgia Highway 54. Residential yards on Wynnmeade Parkway around Wynns Pond will be flooded up to 6 feet deep. The flood waters will be a few feet deep in several of the homes. The significant flow into Lake McIntosh causes large portions of the Planterra Ridge Golf Course to be flooded several feet deep.

15 - Moderate flooding begins. Significant flooding occurs in the woodlands along the creek upstream and downstream from the gage just below Georgia Highway 54. Residential yards on Wynnmeade Parkway around Wynns Pond will be flooded up to 3 feet deep. The flood waters will be reach the foundations of a few homes. The significant flow into Lake McIntosh causes large portions of the Planterra Ridge Golf Course to flood.

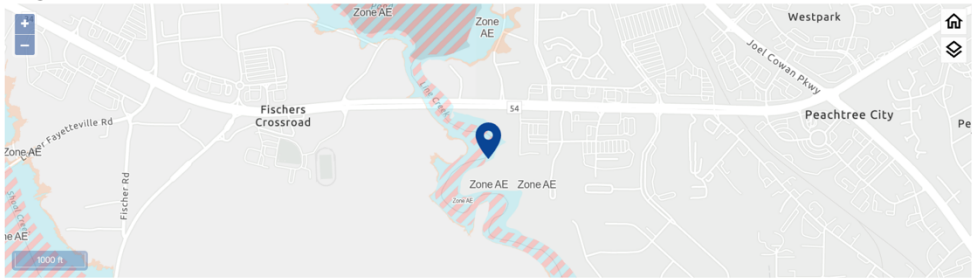
14 - Minor flooding continues to expand into the woodlands along the creek upstream and downstream from the gage just below Georgia Highway 54. This includes the residential yards on Wynnmeade Parkway around Wynns Pond just north of the highway. The flood waters will be up to two feet deep and be approaching the foundations of a few homes. The significant flow into Lake McIntosh causes portions of the Planterra Ridge Golf Course to flood.

SHOW MORE FLOOD IMPACTS

Gauge Info

Coordinates	33.3956, -84.6069
RFC	SERFC
State	GA
WFO	FFC
County	Fayette
Data Provider(s)	
US Geological Survey	USGS–Water Resources of the United States
USGS	02344605

Gauge Location



Display PHCG1 marker

Display FEMA's National Flood Hazard Layers

FEMA Layer Current Opacity is : 65 %

1% Annual Chance Flood Hazard
Regulatory Floodway
Special Floodway
Area of Undetermined Flood Hazard
0.2% Annual Chance Flood Hazard
Future Conditions 1% Annual Chance Flood Hazard
Area with Reduced Risk Due to Levee

Recent Crests

1. 12.82 ft on 09-27-2024
2. 12.54 ft on 04-19-2019
3. 15.03 ft on 12-28-2018
4. 13.09 ft on 08-03-2018
5. 13.62 ft on 12-25-2015

SHOW ALL

Historic Crests

1. 15.03 ft on 12-28-2018
2. 13.62 ft on 12-25-2015
3. 13.09 ft on 08-03-2018
4. 12.82 ft on 09-27-2024
5. 12.54 ft on 04-19-2019

SHOW ALL

Low Water Records

SHOW ALL

(P) - Preliminary values subject to further review

[1] - Gauge datum changed during this year

Figure 3-7. Flood stage category levels for the Flat Creek at Lake Peachtree Tailrace gauge (source: NOAA)

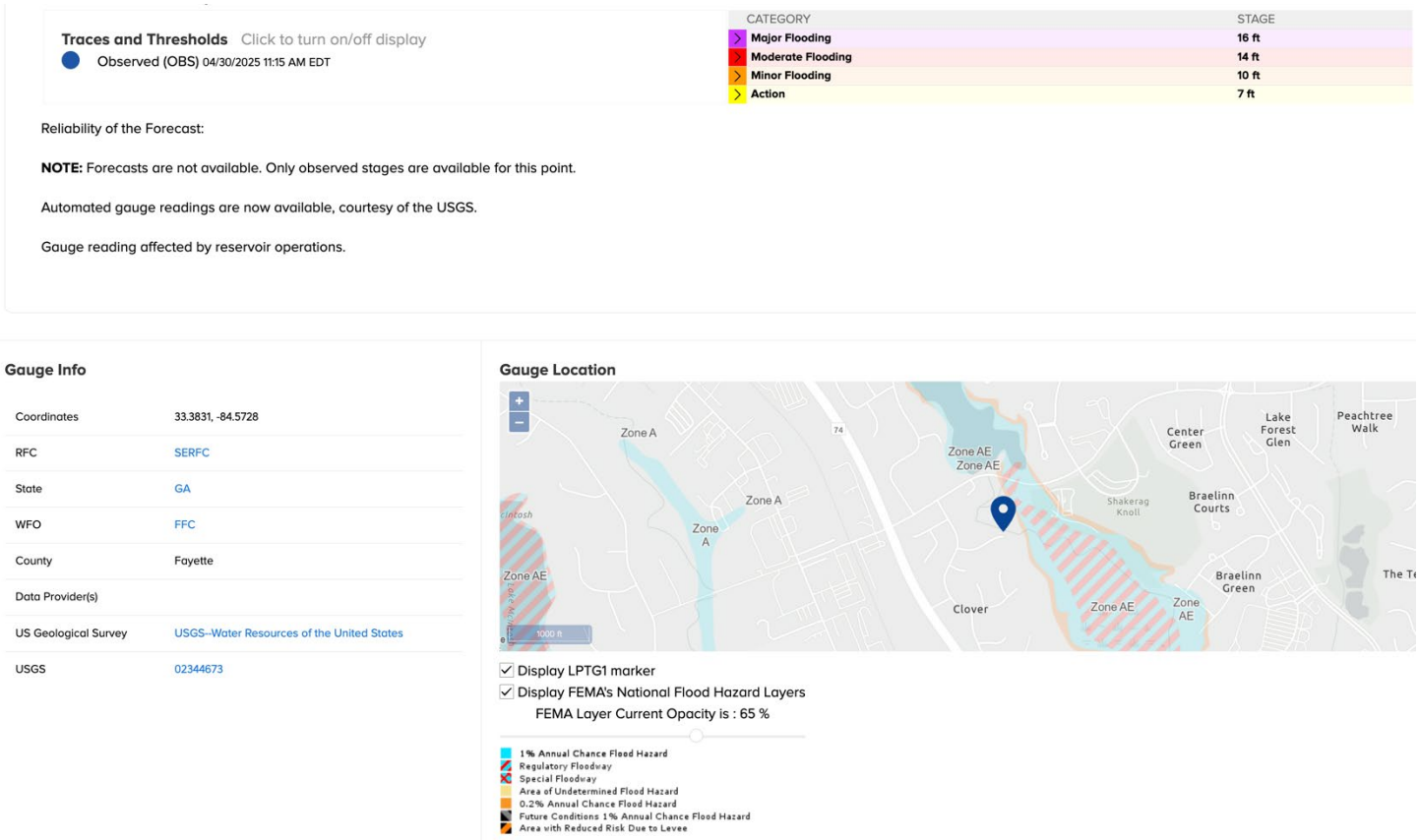


Figure 3-8. Historic crest, flood stage category levels, and impacts for the Line Creek below Lake McIntosh gauge (source: NOAA)

Traces and Thresholds Click to turn on/off display

Observed (OBS) 04/30/2025 12:00 PM EDT

CATEGORY	STAGE
Major Flooding	17 ft
Moderate Flooding	14 ft
Minor Flooding	10 ft
Action	8 ft

Reliability of the Forecast:

NOTE: Forecasts are not available. Only observed stages are available for this point.

Automated gauge readings are now available, courtesy of the USGS.

Gauge reading affected by reservoir operations.

Flood Impacts

12 - Minor flooding continues to expand into the woodlands along the creek downstream from the gage on the tailwater side of Lake McIntosh Dam. Portions on the west side of the Falcon Field Airport property will be flooded. Portions of baseball fields will begin to flood on the south end of the Baseball and Soccer Complex off of Georgia Highway 74. A portion of the Fayette County Water Treatment Plant near the fields will begin to flood also.

10 - Flood stage is reached. Minor flooding begins in the woodlands along the creek downstream from the gage on the tailwater side of Lake McIntosh Dam. Low lying portions on the west side of the Falcon Field Airport property will begin to flood.

8 - Bankfull conditions occur along the creek downstream from the gage on the tailwater side of Lake McIntosh Dam.

Gauge Info

Coordinates	33.3573, -84.5826
RFC	SERFC
State	GA
WFO	FFC
County	Fayette
Data Provider(s)	
US Geological Survey	USGS--Water Resources of the United States
USGS	02344630

Gauge Location

Display LMCG1 marker

Display FEMA's National Flood Hazard Layers

FEMA Layer Current Opacity is : 65 %

1% Annual Chance Flood Hazard
Regulatory Floodway
Special Floodway
Area of Undetermined Flood Hazard
0.2% Annual Chance Flood Hazard
Future Conditions 1% Annual Chance Flood Hazard
Area with Reduced Risk Due to Levee

Recent Crests

1. 10.13 ft on 02-13-2025
2. 11.82 ft on 09-27-2024
3. 10.07 ft on 03-09-2024
4. 10.67 ft on 02-12-2024
5. 10.41 ft on 02-19-2020

SHOW ALL

Historic Crests

1. 12.36 ft on 12-28-2018
2. 11.82 ft on 09-27-2024
3. 11.35 ft on 12-25-2015
4. 11.30 ft on 08-03-2018
5. 10.77 ft on 04-19-2019

SHOW ALL

Low Water Records

SHOW ALL

(P) - Preliminary values subject to further review

[1] - Gauge datum changed during this year

Figure 3-9. Flood stage category levels, and impacts for the Horton Creek below Lake Horton Dam gauge (source: NOAA)

Traces and Thresholds Click to turn on/off display

Observed (OBS) 04/30/2025 11:15 AM EDT

CATEGORY	STAGE
Major Flooding	758 ft
Moderate Flooding	756 ft
Minor Flooding	753 ft
Action	751 ft

Reliability of the Forecast:

NOTE: Forecasts are not available. Only observed stages are available for this point.

Automated gauge readings are now available, courtesy of the USGS.

Gauge reading affected by reservoir operations.

Flood Impacts

758 - Major flooding begins. Extensive flooding occurs along the creek downstream from the Lake Horton Dam to the Flint River. The dirt service road next to the USGS tailwater gage will be under 7 feet of water. The flood waters will have topped the Lowery Road bridge and county officials will have it closed. The USGS gage house will be under two feet of water with a loss of data transmission. A home at the end of Cheshire Circle will be flooded.

757 - Significant flooding expands along the creek downstream from the Lake Horton Dam to the Flint River. The dirt service road next to the USGS tailwater gage will be under 6 feet of water. The flood waters will be hitting the Lowery Road bridge with possible erosion to the sides. The road will begin to flood and county officials will likely have it closed. The USGS gage house will be under a foot of water with a loss of data transmission. A home at the end of Cheshire Circle will begin to flood.

756 - Moderate flooding begins. Significant flooding occurs along the creek downstream from the Lake Horton Dam to the Flint River. The dirt service road next to the USGS tailwater gage will be under 5 feet of water. The water level will reach the bottom of the Lowery Road bridge and county officials may have it closed. Flood waters will have submerged the USGS gage house with a loss of data transmission. A large portion of the yard of a home at the end of Cheshire Circle will be flooded.

SHOW MORE FLOOD IMPACTS

Gauge Info

Coordinates	33.3186, -84.4186
RFC	SERFC
State	GA
WFO	FFC
County	Fayette
Data Provider(s)	
US Geological Survey	USGS--Water Resources of the United States
USGS	02344423

Gauge Location

Display LHBG1 marker

Display FEMA's National Flood Hazard Layers

FEMA Layer Current Opacity is : 65 %

1% Annual Chance Flood Hazard
Regulatory Floodway
Special Floodway
Area of Undetermined Flood Hazard
0.2% Annual Chance Flood Hazard
Future Conditions 1% Annual Chance Flood Hazard
Area with Reduced Risk Due to Levee

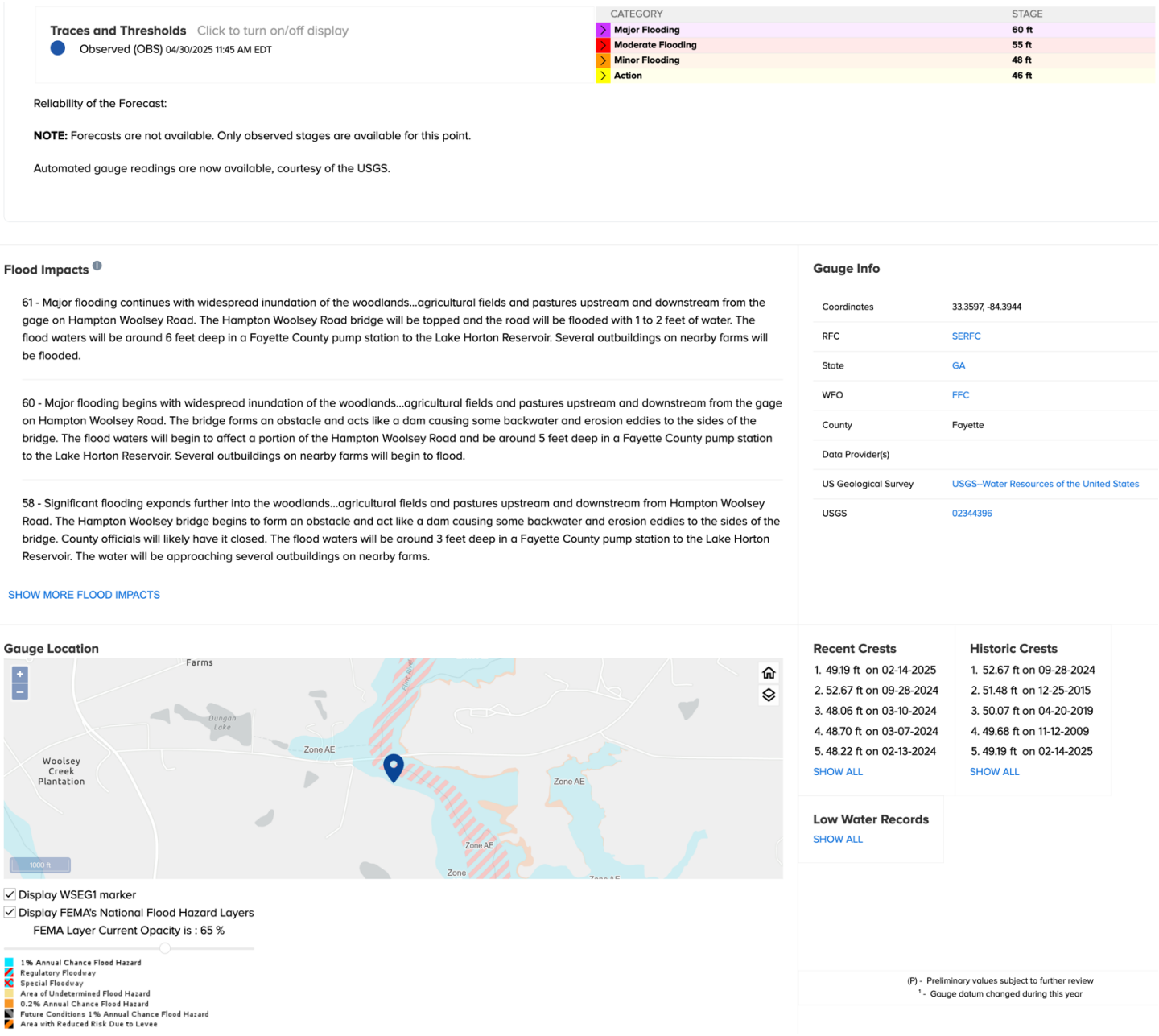
Low Water Records

SHOW ALL

(P) - Preliminary values subject to further review

[1] - Gauge datum changed during this year

Figure 3-10. Historic crest, flood stage category levels, and impacts for the Flint River at Woolsey Road near Woolsey gauge (source: NOAA)



3.3.3.3 Previous Occurrences

Between 1975 and 2024, 24 flood and flash flood events were recorded in the NOAA NCEI Storm Events Database in Fayette County (Table 3-5).

Table 3-5. Previous occurrences of flooding events in Fayette County (1975 to 2024) (source: NOAA)

Location	Begin Date	Begin Time	Event Type
COUNTYWIDE	01/27/1996	30	Flash Flood
FAYETTE (ZONE)	02/27/1997	2200	Flood
PEACHTREE CITY	06/03/1999	900	Flood

Location	Begin Date	Begin Time	Event Type
COUNTYWIDE	07/31/2000	1630	Flood
FAYETTEVILLE	10/06/2002	2245	Flood
COUNTYWIDE	03/20/2003	200	Flash Flood
COUNTYWIDE	05/07/2003	1915	Flash Flood
FAYETTEVILLE	06/17/2003	345	Flash Flood
FAYETTE (ZONE)	09/07/2004	200	Flood
COUNTYWIDE	09/16/2004	1546	Flash Flood
FAYETTE (ZONE)	03/27/2005	1600	Flood
FAYETTE (ZONE)	06/05/2005	1650	Flood
FAYETTE (ZONE)	07/06/2005	2000	Flood
PEACHTREE CITY	07/06/2005	2000	Flash Flood
FAYETTE (ZONE)	07/11/2005	0	Flood
COUNTYWIDE	07/11/2005	300	Flash Flood
PEACHTREE CITY	01/24/2010	1800	Flood
ABERDEEN	09/22/2011	1615	Flash Flood
HARP	06/05/2013	2130	Flash Flood
ABERDEEN	12/24/2015	1050	Flash Flood
CLOVER	12/30/2015	1420	Flash Flood
ABERDEEN	06/08/2019	1130	Flash Flood
PEACHTREE CITY	12/30/2021	1100	Flash Flood
LEES MILL	12/30/2021	1100	Flash Flood

Specific flood details and damages are limited, but the following lists notable flooding events within Fayette County:

- 1994: In July 1994, the remnants of Tropical Storm Alberto stalled over Georgia, producing widespread and prolonged rainfall across the state, including Fayette County. The county experienced an estimated 10 to 14 inches of rainfall, contributing to severe overbank flooding, road closures, and culvert washouts. This event was part of a larger regional disaster, during which 31 flood-related deaths were recorded across Georgia, primarily from drowning in vehicles. The scale and severity of the 1994 flooding remain among the most impactful in Georgia's recorded history.
- 2002: In 2002, a heavy rainfall event led to flooding at the Stonewall Village Complex. 2 apartments had approximately 1 foot of water inside the apartment at the flood's peak. A car was also flooded in downtown Fayetteville as a result of this flood. Flood gage information just outside the city limits of Fayetteville indicate that flood waters would be at least 1 foot deep in Brookshire Drive and Sherwood Road due to flooding from Whitewater Creek when Major flood stage is reached (25 feet). This depth would lead to some homes on those roadways being inundated with up to 3 feet of water.
- 2009: In September 2009, Fayette County experienced significant rainfall as part of the historic Georgia floods, which brought record-breaking precipitation across the Atlanta region. Parts of the county received 6 to 10 inches of rain over a 48-hour period,

overwhelming drainage systems and resulting in localized flash flooding, road closures, and several reports of water entering homes and businesses.

- 2015: This flooding event caused over $1 million in reported damages. Most of the damages associated with this event were related to Whitewater Creek. The flood gage on Whitewater Creek at Starr's Mill hit 15.9 feet, which is nearly 6 feet above flood stage. Most of the Starr's Mill Park was flooded and several roads and culverts were washed out.
- 2021: On December 30, 2021, Fayette County along with much of North Georgia experienced a line of severe storms that caused flooded roads, downed trees and power lines. The closest University of Georgia weather station to Fayette County, located in Jonesboro, recorded 4.06 inches in the 24-hour period.
- 2024: In March 2024, Fayette County experienced significant rainfall leading to flash flooding conditions. On March 13, a 14-year-old boy was rescued by firefighters after becoming trapped in floodwaters at Line Creek Nature Area in Peachtree City. The incident occurred during a torrential downpour, and flood warnings were issued by the National Weather Service for Fayette County. The swift response by emergency services prevented potential tragedy.

3.3.3.4 Probability

Based on historical data, the probability of flooding Fayette County is highly likely (occurring every 1 to 5 years).

3.3.3.5 Impacts

Impacts to Fayette County from flooding (riverine flooding) were analyzed using FEMA's Hazus-MH software, a powerful disaster risk assessment tool based on geographic information systems (GIS). The full report from the analysis can be found in Appendix B.

Buildings in Fayette County are vulnerable to flooding from events equivalent to the 1% riverine flood. The economic and social impacts from a flood of this magnitude can be significant. Table 3-6 provides a summary of the potential flood-related building damage in Fayette County by jurisdiction that might be experienced from the 1% flood.
Figure 3-11 maps the potential loss ratios of total building exposure to losses sustained to buildings from the 1% flood by 2010 census block and Figure 3-12 illustrates the relationship of building locations to the 1% flood inundation boundary.

Table 3-6. Fayette County riverine flooding 1% building losses

Occupancy	Total Buildings in the Jurisdiction	Total Buildings Damaged in the Jurisdiction	Total Building Exposure in the Jurisdiction	Total Losses to Buildings in the Jurisdiction	Loss Ratio of Exposed Buildings to Damaged Buildings in the Jurisdiction
Fayetteville					
Residential	6,304	119	$1,800,709,650	$8,144,562	0.45%
Commercial	953	11	$715,032,101	$421,337	0.06%
Industrial	147	3	$61,567,601	$349,253	0.57%
Peachtree City					
Residential	13,329	249	$3,739,456,597	$16,240,115	0.43%

Industrial	259	21	$279,937,433	$620,639	0.22%
Commercial	678	5	$468,069,073	$965,416	0.21%
Tyrone					
Commercial	220	8	$100,358,088	$874,845	0.87%
Residential	2,742	121	$828,758,879	$11,060,720	1.33%
Industrial	93	2	$36,966,886	$1,192,378	3.23%
Unincorporated					
Commercial	348	21	$270,110,159	$9,467,556	3.51%
Industrial	196	15	$72,717,986	$2,207,361	3.04%
Residential	19,664	544	$5,713,157,958	$51,918,990	0.91%
County Total					
	44,933	1,119	$14,086,842,412	$103,463,172	

Figure 3-11. Fayette County potential loss ratios of total building exposure to losses sustained to buildings from the 1% riverine flood by 2010 census block

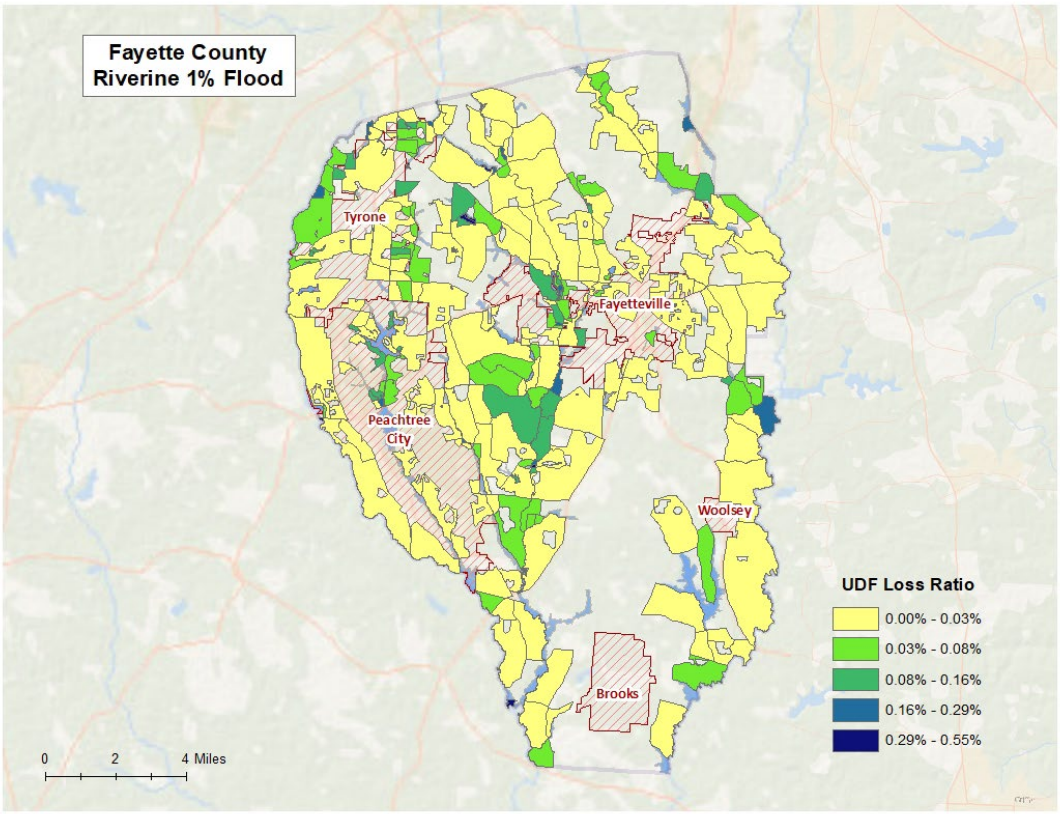
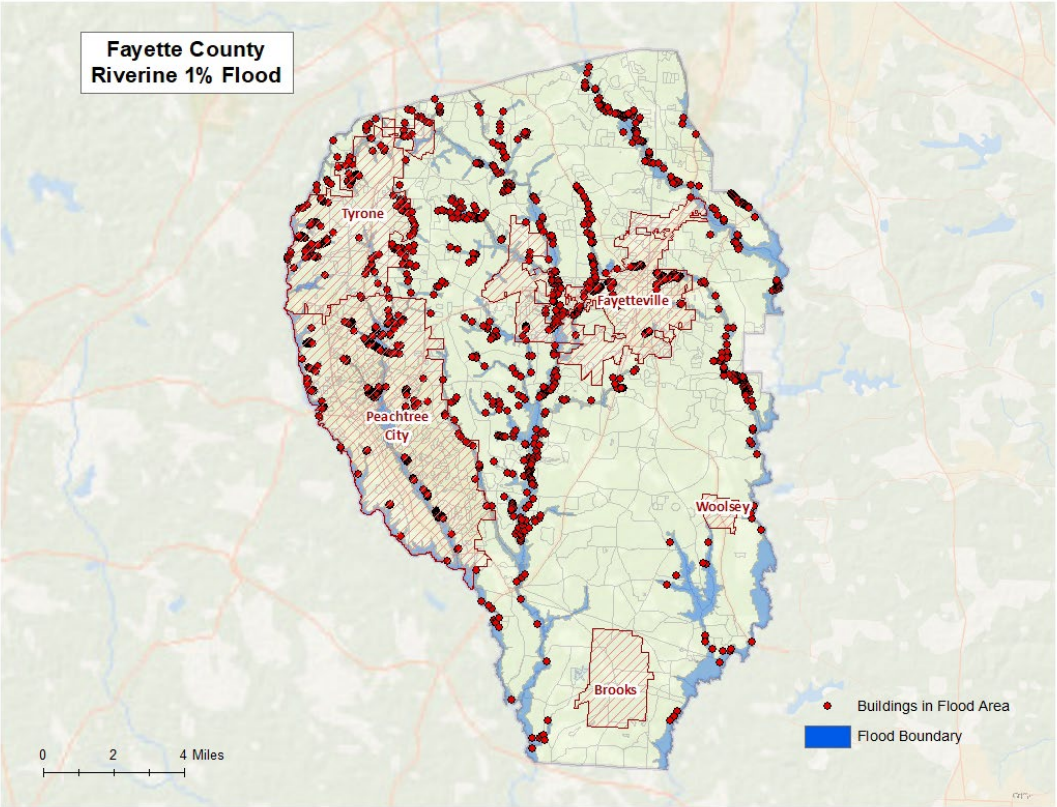


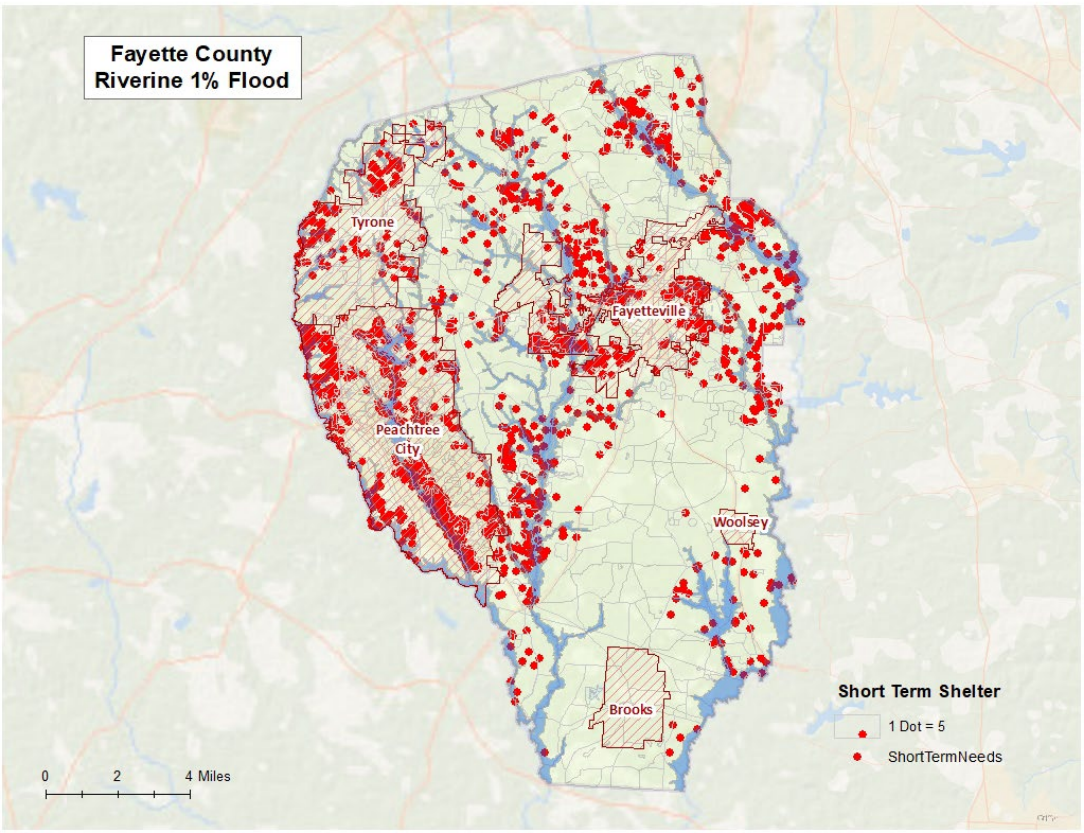
Figure 3-12. Fayette County damaged buildings in riverine floodplain (1% flood)



An essential facility may encounter many of the same impacts as other buildings within the flood boundary. These impacts can include structural failure, extensive water damage to the facility and loss of facility functionality (e.g. a damaged police station will no longer be able to serve the community). The analysis identified no essential facility that were subject to damage in the Fayette County riverine 1% probability floodplain.

Hazus-MH estimates that the number of households that are expected to be displaced from their homes due to riverine flooding and the associated potential evacuation. The model estimates 3,115 households might be displaced due to the flood. Displacement includes households evacuated within or very near to the inundated area. Displaced households represent 9,345 individuals, of which 7,664 may require short term publicly provided shelter. The results are mapped in Figure 3-13.

Figure 3-13. Riverine 1% estimated flood shelter requirements in Fayette County



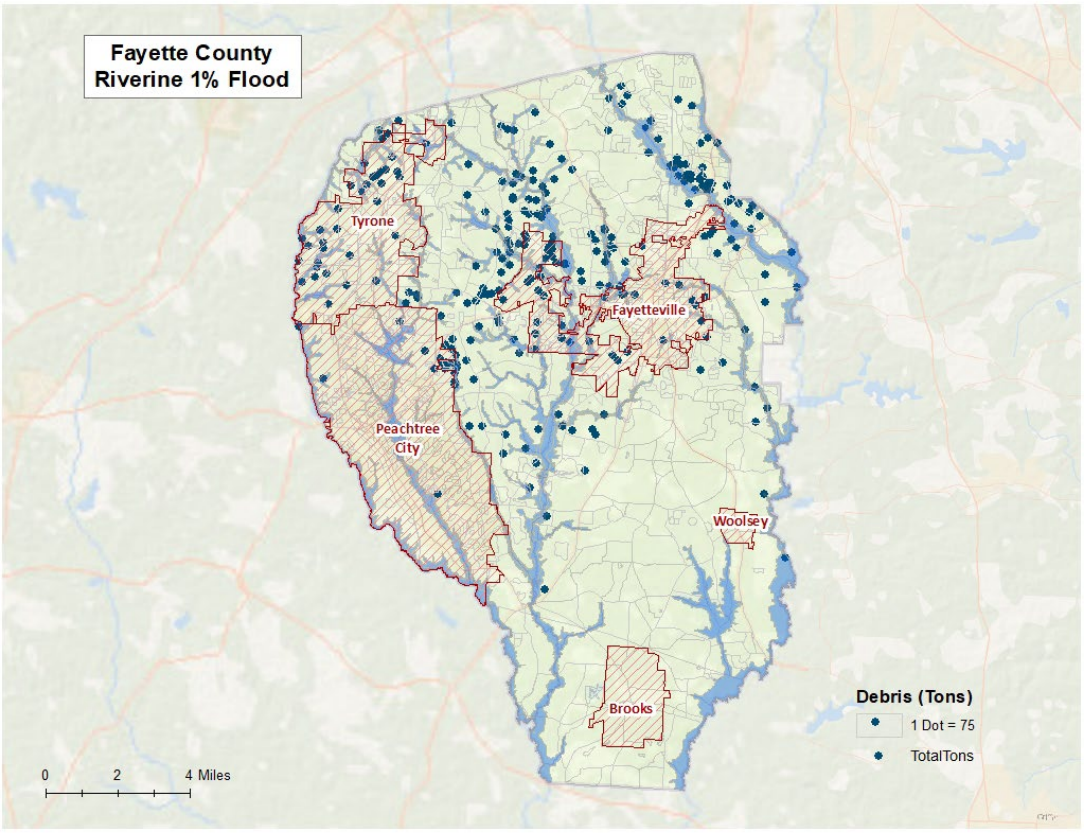
Hazus-MH estimates the amount of debris that will be generated by the flood. The model breaks debris into three general categories:

- Finishes (dry wall, insulation, etc.)
- Structural (wood, brick, etc.)
- Foundations (concrete slab, concrete block, rebar, etc.)

Different types of material handling equipment will be required for each category. Debris definitions applied in Hazus-MH are unique to the Hazus-MH model and so do not necessarily conform to other definitions that may be employed in other models or guidelines.

The analysis estimates that an approximate total of 22,063 tons of debris might be generated (Finishes: 7,334 tons; Structural: 7,279 tons; Foundations: 7,450 tons). The results are mapped in Figure 3-14.

Figure 3-14. Riverine 1% flood debris weight (tons) in Fayette County



With a growing population and ongoing development, especially in incorporated areas and commercial corridors, the county's exposure to flood risk is expected to rise:

- Increased development in previously undeveloped areas will likely exacerbate runoff volumes and stress drainage systems.
- Land use changes, such as the construction of the Trilith development and the U.S. Soccer National Training Center, create large impervious footprints that accelerate stormwater runoff.
- Shifts toward denser housing, including multifamily or mixed-use developments, concentrate risk and increase the number of structures potentially impacted in a single flood event.

3.3.3.6 Multi-Jurisdictional Considerations

During a large-scale flood event, many portions of Fayette 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 – particularly those areas along Line Creek, Whitewater Creek, Morning Creek, and the Flint River and their tributaries and distributaries.

Flood risk and impacts vary across Fayette County's municipalities, in part due to topography, development patterns, and the extent of FEMA-designated floodplains.

- Fayetteville and Peachtree City: Both cities have significant development in areas adjacent to streams and low-lying land, which increases vulnerability to localized flooding. Peachtree City's extensive lake and pond systems can act as temporary buffers but also pose overflow risks if upstream infrastructure is overwhelmed. Fayetteville has several neighborhoods and facilities near mapped flood zones, requiring close attention to

drainage capacity and emergency evacuation planning. FEMA flood zones traverse these areas, and new development near these zones necessitates strict compliance with floodplain ordinances.

- Tyrone: The Town has FEMA 1% annual chance flood zones mapped within its jurisdiction, especially in areas where stream corridors are bordered by recent or ongoing development.
- Brooks and Woolsey: These towns are more rural and have no or very limited FEMA 1% annual chance flood zones, but they still face flood risks from localized drainage issues.

3.3.3.7 NFIP Compliance

Requirement 201.6(c)(2)(ii)
Requirement 201.6(c)(3)(ii)

Fayette County and all jurisdictions within this Plan participate in the National Flood Insurance Program (NFIP) and follow the program's guidelines to ensure future development is carried out in the best interests of the public. The county (CID No. 130432) first entered the NFIP on July 5, 1983. Table 3-7 lists the participation dates for the remaining jurisdictions within this Plan. All jurisdictions within this Plan have adopted the latest effective FIRM dated September 26, 2008.

Table 3-7. NFIP participation statuses and dates for Fayette County and its municipalities

Jurisdiction	Participating?	Participation Date	Responsible Designee or Agency
Fayette County	Yes	7/5/1983	Environmental Management Department
Brooks	Yes	6/27/2000	Town Manager
Fayetteville	Yes	8/4/1988	City Manager
Peachtree City	Yes	12/1/1977	City Engineer
Tyrone	Yes	3/1/1984	Town Manager
Woolsey	Yes	4/10/1997	Fayette County Environmental Management Department

Fayette County implements and enforces its floodplain management regulations through a robust framework outlined in its Floodplain Management Ordinance. The county regulates and permits development in Special Flood Hazard Areas (SFHAs) through the following:

- Administered by Environmental Management Department: The Fayette County Environmental Management Department is designated as the authority responsible for administering and enforcing floodplain regulations. The department reviews permit applications, conducts inspections, ensures compliance with construction and floodproofing standards, and maintains records of development within SFHAs.
- Permit Requirements: No development activity is permitted within the floodplain without prior approval and an approved Floodplain Management Plan. This plan must include detailed site plans, base flood and future-conditions elevations, floodplain boundaries, and design certifications from registered professionals.
- Construction and Design Standards: All new construction and substantial improvements within SFHAs must meet strict elevation and structural criteria. For example, new

buildings must be elevated at least three feet above the Base Flood Elevation (BFE) or one foot above the future-conditions flood elevation, whichever is higher. Flood-resistant materials and methods are required, and enclosures below the lowest floor must be designed to allow the passage of floodwaters.

- Inspections and Compliance Monitoring: During and after construction, applicants must submit certified Elevation or Floodproofing Certificates to confirm that elevations and design requirements have been met. Any deficiencies result in stop-work orders until corrected. Failure to comply may result in revocation of permits or penalties.
- Prohibited and Conditional Activities: Certain activities such as encroachments in the regulatory floodway are generally prohibited unless it can be demonstrated through engineering analysis that they will not raise flood elevations. Subdivisions must be designed to minimize flood risks and provide adequate drainage and stormwater management.
- Enforcement Tools: Enforcement mechanisms include stop work orders, withholding of certificates of occupancy, permit suspension or revocation, and civil or criminal penalties. These ensure that all development complies with the ordinance's standards.

Table 3-7 identifies the designee or agency that implements the addressed commitments and requirements of the NFIP for each jurisdiction.

Fayette County also administers and oversees the process of substantial improvement (SI)/substantial damage (SD) regulations post disaster. Assessment of damages after a disaster helps in community resiliency and future mitigation strategies. Implementing existing guidelines and local regulations such as building codes, zoning ordinances, and disaster management plans continues to help these communities recover from natural disasters. These SI/SD regulations are administered by:

- Performing damage assessments after each hazard event; informing property owners of how to apply for permits for repairs and determining if the damage that has occurred qualifies as substantial damage.
- Reviewing permit applications for buildings located within the special flood hazard area to determine if the work being requested constitutes SI or SD repairs, and ensuring all requirements are addressed.
- Reviewing cost estimates of the proposed work to ensure they are reasonable using current market value of the structure and its characteristics, while excluding land value. Using the market value to determine if the proposed improvements meet SI requirements or using market value prior to the damage to determine if repairs meet SD requirements.
- Conducting field inspections during construction to ensure it complies with issued permits and work with owners to correct any violations found.
- Retaining all FIRMs and maintaining all SFHA permits. Both accessible by the general public.
- Coordinating with property owners and insurance adjusters on all NFIP flood insurance claims and Increased Cost of Compliance coverage.

There are 12 repetitive loss residential properties identified in Fayette County (3 in the City of Fayetteville, 6 in the City of Peachtree City, 1 in the Town of Tyrone, 2 in unincorporated Fayette County). 11 of the properties are single-family homes, while 1 property is a multi-family unit (2 to 4 family unit).

3.3.4 Tornado

3.3.4.1 Hazard Description

A tornado is a violently rotating column of air in contact with the ground, typically visible only when it picks up condensation, dust, or debris. While many tornadoes exhibit the classic funnel-shaped appearance, exceptionally large tornadoes may not. Instead, they can appear as a broad, turbulent cloud base or a heavy rain shaft extending from a thunderstorm.

Most significant tornadoes, those that are stronger and longer-lived, form in the right rear quadrant of large thunderstorm systems. These tornadoes originate at high altitudes, between 15,000 and 30,000 feet, and descend toward the surface as funnel clouds or rotating columns of air. In contrast, weaker and shorter-lived tornadoes may form along the leading edge of a single thunderstorm and generally cause more limited damage.

Compared to other meteorological hazards like tropical cyclones or winter storms, tornadoes are relatively localized events. The area of impact typically ranges from a few hundred yards to 1 or 2 miles wide, making their spatial footprint much smaller than other widespread storm systems.

There is no defined tornado season, but the majority of tornadoes in Fayette County and surrounding regions occur between February and June, spanning from early spring to mid-summer. Tornadoes have a rapid onset, with minimal warning time. In many cases, the first visible indicator is a descending funnel cloud, which may only appear minutes before touchdown. This short lead time poses significant challenges for evacuation and sheltering, though modern meteorological warning systems strive to improve early detection and alerting.

Tornadoes also vary widely in duration. While the time a tornado impacts a specific location may last only a few minutes, the full event (from formation to dissipation) can last up to several hours. The frequency and intensity of tornadoes are highly variable and lack a consistent pattern, making them difficult to predict on a seasonal or annual basis.

Tornadoes are classified according to the Fujita tornado intensity scale. Originally introduced in 1971, the scale was modified in 2006 to better define the damage and estimated wind scale. The Enhanced Fujita Scale ranges from low intensity EF0 with effective wind speeds of 65 to 85 miles per hour, to EF5 tornadoes with effective wind speeds of over 200 miles per hour. The Enhanced Fujita intensity scale is included in Table 3-8.

Table 3-8. Enhanced Fujita tornado rating (source: NOAA Storm Prediction Center (SPC))

Scale	Wind Speed (mph)	Relative Frequency	Potential Damage
EF0	65 to 85	53.5%	Light. Peels surface off some roofs; some damage to gutters or siding; branches broken off trees; shallow-rooted trees pushed over. Confirmed tornadoes with no reported damage.
EF1	86 to 110	31.6%	Moderate. Roofs severely stripped; mobile homes overturned or badly damaged; loss of exterior doors; windows and other glass broken.
EF2	111 to 135	10.7%	Considerable. Roofs torn off well-constructed houses; foundations of frame homes shifted; mobile homes complete destroyed; large trees snapped or uprooted; light object missiles generated; cars lifted off ground.

EF3	136 to 165	3.4%	Severe. Entire stores of well-constructed houses destroyed; severe damage to large buildings such as shopping malls; trains overturned; trees debarked; heavy cars lifted off the ground and thrown; structures with weak foundations blown away some distance.
EF4	166 to 200	0.7%	Devastating. Well-constructed houses and whole frame houses completely leveled; cars thrown, and small missiles generated.
EF5	> 200	< 0.1%	Explosive. Strong frame houses leveled off foundations and swept away; automobile-sized missiles fly through the air in excess of 300 ft.; steel reinforced concrete structure badly damaged; high rise buildings have significant structural deformation.

3.3.4.2 Location and Extent

All areas within Fayette 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. Historically, Fayette County has experienced a tornado that reached EF4 intensity on the Enhanced Fujita Scale, and while such high-end events are rare, tornadoes of any intensity (from EF0 to EF5) are possible.

3.3.4.3 Previous Occurrences

NOAA's SPC maintains a severe report database, which maps tornado paths from 1950 to 2023. Figure 3-15 and Table 3-9 map and list the tornado events that intersected the county between 1950 and 2023. The 12 events ranged in intensity from EF0 to EF4.

Figure 3-15. Tornado paths in and around Fayette County (1950 to 2023) (source: NOAA SPC)

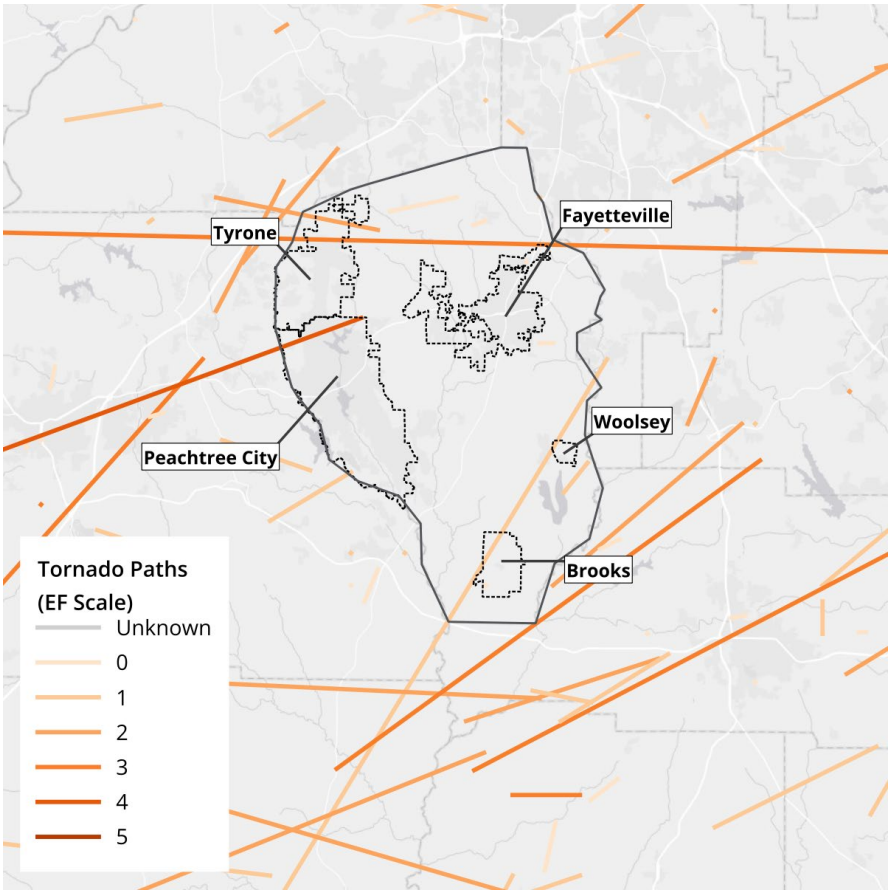


Table 3-9. Tornado events within Fayette County (1950 to 2023) (source: NOAA SPC)

Date	EF Scale (F before 2007)	Length (miles)	Width (yards)
12/24/1964	3	75.4	400
03/13/1975	1	1	100
04/13/1980	1	50.7	100
11/20/1983	1	5	100
04/22/1984	0	0.3	10
07/06/2005	0	1	440
01/02/2006	2	7	440
10/08/2008	0	0.05	50
12/22/2011	1	1.64	100
12/22/2011	0	2.91	200
02/12/2019	0	0.56	150
03/25/2021	4	38.56	1850

3.3.4.4 Probability

Based on complete historical data, the probability of a tornado in Fayette County is likely (occurring every 5 to 20 years). However, data since 2000 suggest that tornadoes are highly likely (occurring every 1 to 5 years). This probability may be more reliable given the improvements in detection, reporting practices, and population growth.

3.3.4.5 Impacts

Example impacts to Fayette County from tornadoes were analyzed using FEMA's Hazus-MH software, a powerful disaster risk assessment tool based on GIS. The full report from the analysis can be found in Appendix B.

In this analysis, an EF3 tornado was modeled to illustrate the potential impacts of tornadoes of this magnitude in the county. The analysis used a hypothetical path based upon an EF3 tornado event running along the predominant direction of historical tornados. The tornado path was placed to travel through Fayetteville. The selected widths were modeled after a re-creation of the Fujita-Scale guidelines based on conceptual wind speeds, path widths, and path lengths.

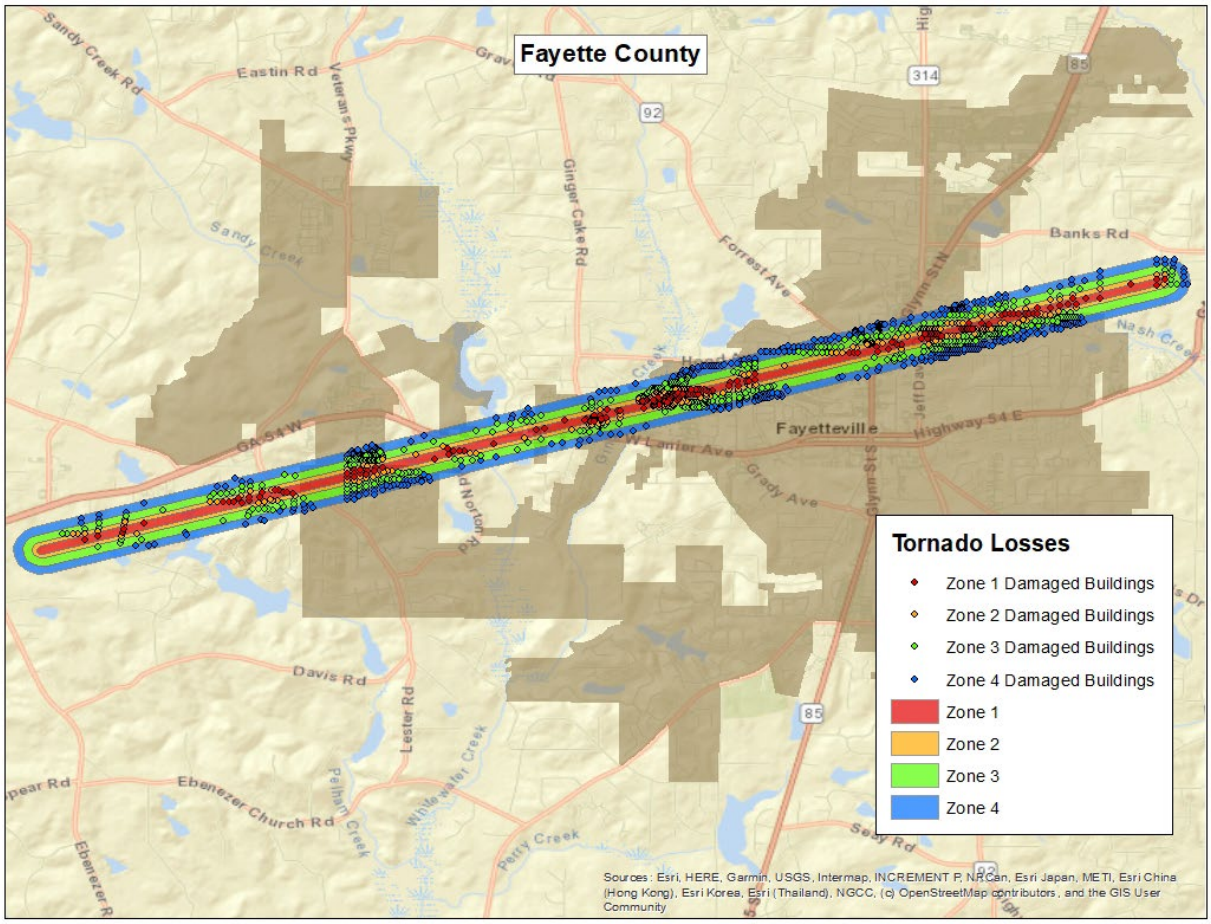
Within any given tornado path, there are degrees of damage. The most intense damage occurs within the center of the damage path, with decreasing amounts of damage away from the center (Table 3-10). After the hypothetical path was digitized on a map, the process was modeled in GIS by adding buffers (damage zones) around the tornado path.
Figure 3-16 shows the modeled EF3 tornado path and damage buffers used in this analysis.

Table 3-10. EF3 tornado zones and damage curves

Zone	Buffer (feet)	Damage Curve
1	0-150	80%
2	150-300	50%
3	300-600	10%

Zone	Buffer (feet)	Damage Curve
4	600-900	0%

Figure 3-16. Modeled EF3 tornado path and damage buffers



The analysis estimated that approximately 1,462 buildings could be damaged, with estimated building losses of $84 million. The building losses are an estimate of building replacement costs multiplied by the percentages of damage. The overlay was performed against parcels provided by Fayette County that were joined with Assessor records showing estimated property replacement costs. The Assessor records often do not distinguish parcels by occupancy class if the parcels are not taxable and thus the number of buildings and replacement costs may be underestimated. The results of the analysis are depicted in Table 3-11.

Table 3-11. Estimated building losses by occupancy type for modeled tornado

Occupancy	Buildings Damaged	Building Losses
Residential	1,242	$58,537,225
Commercial	207	$16,887,780
Industrial	4	$57,339
Religious	3	$92,567
Education	6	$8,062,517
Total	**1,462**	**$83,637,428**

The above impact analysis demonstrates potential damages and losses for a single scenario, but all areas of Fayette County are susceptible to tornado activity. In evaluating assets that are susceptible to tornadoes, the LHMPC 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.

The county's development pattern, which includes both urbanized centers and rural expanses, means that damage can range from widespread destruction in densely built environments to isolated, but severe, impacts in agricultural or low-density areas.

Fayette County is undergoing substantial growth, particularly in its incorporated municipalities. As population density increases, so does the number of people, structures, and infrastructure exposed to tornado risk. Planned developments introduce additional concentration of assets, tourism, and infrastructure that could be severely affected by a tornado strike.

As land use changes continue and urbanization expands into previously undeveloped areas, tornado impacts could become more severe in terms of both economic and human losses. The continued shift toward multifamily housing and mixed-use developments may create settings where more people are exposed in a single location, complicating evacuation, sheltering, and recovery efforts.

3.3.4.6 Multi-Jurisdictional Considerations

Tornado risk is distributed across all jurisdictions in Fayette County; however, the nature of impacts varies based on urban versus rural characteristics, similar to patterns observed for other hazards, like winter storms and thunderstorms.

Urban jurisdictions such as Fayetteville and Peachtree City face greater potential for concentrated structural damage, disruption to critical infrastructure, and higher population exposure due to dense development and larger residential and commercial footprints.

In contrast, Brooks, Woolsey, and much of unincorporated Fayette County represent more rural settings, where impacts may be less concentrated but still severe, particularly for vulnerable housing types, limited emergency shelter access, and longer emergency response times. Infrastructure in these areas may also be more susceptible to prolonged outages and road obstructions.

3.3.5 Drought

3.3.5.1 Hazard Description

A drought refers to a period of unusually persistent dry weather that endures for a significant time, leading to substantial issues like crop harm and/or shortages in water supply. Drought occurs in virtually all climatic zones, but varies significantly from one region to another, due to its relationship to normal precipitation in that specific region.

The United States Drought Monitor (USDM) identifies areas in drought on weekly-basis and labels them by intensity. The levels of intensity range from D0 – Abnormally Dry to D4 – Exceptional Drought. The USDM uses a convergence of evidence approach, blending objective physical indicators with insight from local experts, condition observations and reports of drought impacts – physical indicators incorporated in its analysis include precipitation,

snowpack, humidity, evapotranspiration, lake and reservoir levels, streamflow, vegetation health, and soil moisture and groundwater.
Table 3-12 below provides more information on drought levels and varying degrees of action.

Table 3-12. USDM drought classifications

Category	Description	Example Percentile Range for Most Indicators	Values for Standard Precipitation and Precipitation-Evapotranspiration Indices
None	Normal or wet conditions	30.01 or Above	-0.49 or above
D0	Abnormally Dry	20.01 to 30.00	-0.5 to -0.79
D1	Moderate Drought	10.01 to 20.00	-0.8 to -1.29
D2	Severe Drought	5.01 to 10.00	-1.3 to -1.59
D3	Extreme Drought	2.01 to 5.00	-1.6 to -1.99
D4	Exceptional Drought	0.00 to 2.00	-2.0 or less

Temporal characteristics of droughts are drastically different from other hazards due to the possibility of extremely lengthy durations as well as a sluggish rates of onset. With the slow rate of onset, most populations anticipate that drought conditions are increasingly present. However, barring drastic response measures, most are required to adapt to the changing environment.

3.3.5.2 Location and Extent

Drought typically impacts entire regions rather than isolated parts of a jurisdiction, so the entire county can, and has, experienced drought. Based on historical data from the USDM, the county can expect to experience droughts up to D4 – Exceptional Drought intensities.

3.3.5.3 Previous Occurrences

Fayette County has experienced drought in 24 of the 25 years between 2000 and 2024. The severity of drought has reached D3 – Extreme Drought levels in 9 of the 25 years and D4 – Exception Drought in 4 of the 25 years.

Figure 3-17. Time series graph for drought monitor conditions in Fayette County (source: USDM)

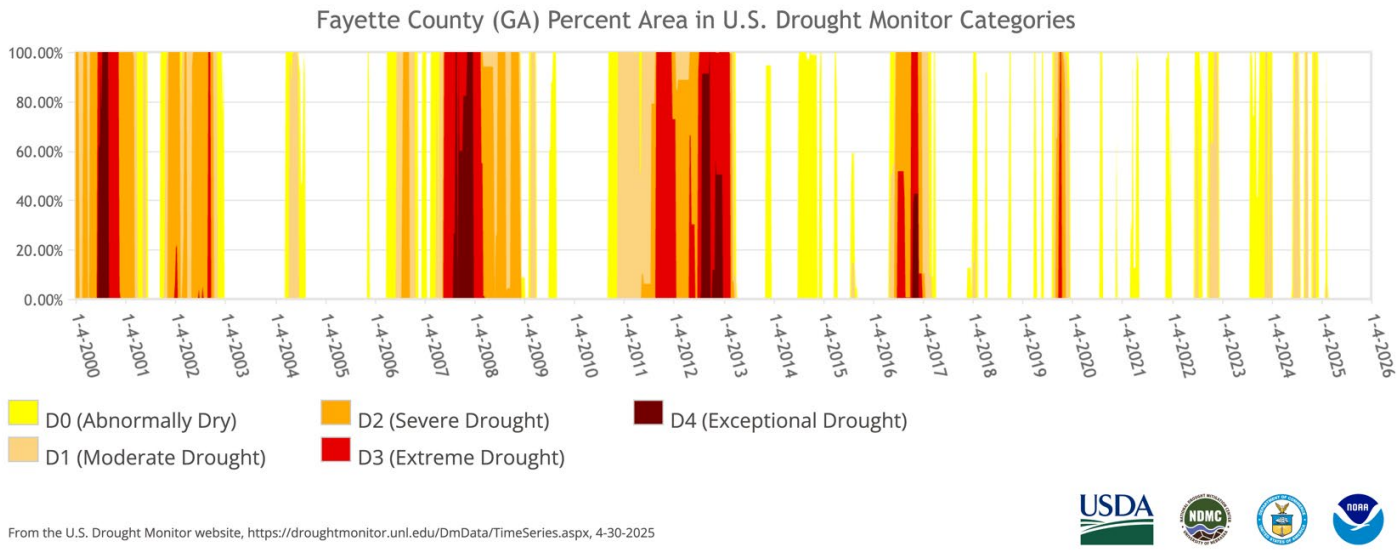


Table 3-13. Number of weeks in drought conditions by year for Fayette County (source: USDM)

	Weeks with Area in Drought Conditions				
Year	D0	D1	D2	D3	D4
2000	52	52	46	24	11
2001	39	28	17	0	0
2002	52	45	34	8	0
2003	0	0	0	0	0
2004	21	10	0	0	0
2005	2	0	0	0	0
2006	35	20	10	0	0
2007	52	38	32	31	20
2008	53	50	50	12	0
2009	17	5	0	0	0
2010	16	6	0	0	0
2011	52	52	33	18	0
2012	52	52	52	35	21
2013	21	14	12	8	0
2014	23	0	0	0	0
2015	10	4	0	0	0
2016	35	34	29	26	6
2017	18	10	3	0	0
2018	11	3	0	0	0
2019	24	16	10	3	0
2020	4	0	0	0	0
2021	15	0	0	0	0
2022	20	12	0	0	0
2023	23	5	0	0	0
2024	22	12	0	0	0

3.3.5.4 Probability

Drought at any severity in Fayette County is extremely likely (occurring every 1 year or more), but drought at a severity of D3 – Extreme Drought or higher is highly likely (occurring every 1 to 5 years).

3.3.5.5 Impacts

While drought conditions do not typically pose a direct threat to structures, secondary hazards from drought such as increased wildfire threat, do pose a significant threat to all public and private property in Fayette County, including all critical facilities. Drought could directly impact water systems and the agriculture industry.

Fayette County relies on a combination of public and private water systems. These systems depend on surface water from reservoirs and groundwater wells, both of which can be affected by prolonged drought. During drought conditions, water levels in reservoirs may drop significantly, leading to voluntary or mandatory conservation measures and restrictions on outdoor water use.

The agricultural sector, while not the county's largest industry, is still an important part of the economy, particularly in rural areas. According to the 2022 US Department of Agriculture Agriculture Census data, Fayette County's market value of products sold was $1,832,000. $1,404,000 of that total represented crop sales, accounting for 77% of the total. Drought can reduce crop yields, stress livestock operations, and increase costs for irrigation or feed. The impact may be especially pronounced for small-scale farms and operations dependent on well water.

Fayette County is experiencing steady population growth, especially within its incorporated municipalities. Increased residential and commercial development translates into greater water demand, both for consumption and landscaping. New development may significantly increase peak seasonal demand for water, particularly during summer months. Additionally, land use changes, such as the conversion of forested or agricultural land into impervious surfaces, can reduce groundwater recharge and increase reliance on surface water supplies.

3.3.5.6 Multi-Jurisdictional Considerations

While drought affects the entire county, its impacts and vulnerabilities vary across jurisdictions, depending on water infrastructure, land use, and local economies.

- Urbanized jurisdictions. such as Peachtree City and Fayetteville, typically have robust municipal water systems, greater access to alternative sources, and more formal drought response protocols. However, they also experience higher water demand due to concentrated population, business activity, and extensive landscaping.
- Rural areas, including Brooks, Woolsey, and much of unincorporated Fayette County, are more likely to rely on private wells and smaller public systems. These areas may face unique challenges during drought, such as declining well levels and less redundancy in water supply infrastructure. Agricultural operations in these zones are also more vulnerable to drought-related losses.

3.3.6 Wildfire

3.3.6.1 Hazard Description

A wildfire is an uncontained fire that rapidly spreads across vegetation and built environments, posing serious threats to life, property, and natural resources. While flames directly damage ecosystems and structures, the smoke generated by wildfires can travel long distances, posing public health risks, especially for vulnerable populations with respiratory conditions.

Wildfires are driven by the convergence of 3 essential elements: fuel, heat (ignition), and oxygen. Fuel is typically composed of natural vegetation such as grasses, shrubs, and trees. However, as urban and suburban development expands into wildland areas (commonly referred to as the wildland-urban interface (WUI)), buildings and infrastructure can also become sources of combustible material. Lightning is a significant natural ignition source, but human activity is the leading cause of wildfires. Accidental ignitions can result from campfires, fireworks, or machinery, while some fires are deliberately set through arson. Once fuel and ignition are present, oxygen in the atmosphere sustains fire spread.

Wildfires are generally categorized into 3 types, each with different behaviors and consequences:

- Understory Fires: These low-intensity fires burn grasses, shrubs, and deadwood on the forest floor. They are the most common and can play a beneficial role in natural ecosystems by promoting plant regeneration and maintaining habitat health. Often, these fires self-extinguish due to limited fuel or changing weather.
- Crown Fires: These high-intensity fires burn through the upper canopy, consuming entire trees. While less common, they are particularly dangerous because they produce embers that can be carried by wind, igniting spot fires ahead of the main blaze. Crown fires are considered low-probability but high-consequence events.
- Ground Fires: These occur in areas with a high concentration of organic material below the surface. They smolder underground and can persist undetected for extended periods until conditions allow them to surface and spread.

Weather conditions are the most influential and variable factor affecting wildfire behavior. Strong winds can rapidly drive fire across landscapes, while shifting winds contribute to erratic and unpredictable fire behavior, complicating containment efforts. Dry conditions enhance fuel flammability and allow fires to spread more rapidly.

Wildfires can occur in any season, though drier months are more conducive to ignition and rapid spread due to the abundance of quick-burning fuels and favorable weather patterns. The rate of onset varies greatly as some fires can engulf an area within minutes of ignition, while others smolder and advance more slowly. Similarly, the duration depends on fuel availability, terrain, and weather conditions.

Wildfire frequency is difficult to predict or measure statistically because of the unpredictability of human-caused ignitions. Instead, wildfires are typically evaluated by magnitude (total area burned) and intensity (burn severity and heat release).

Wildfires are also known to generate secondary hazards long after flames have been extinguished. The destruction of vegetation reduces the land's ability to absorb rainfall, increasing the risk of flash flooding. Likewise, destabilized slopes may lead to landslides or mudflows, particularly in hilly or mountainous areas.

3.3.6.2 Location and Extent

All of Georgia, including Fayette County, 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 Southern Group of State Foresters (SGSF) calculates and maps Fire Intensity Scale (FIS), which specifically identifies where significant fuel hazards and associated dangerous fire behavior potential exist based on fuel and weighted across a full range of wind and weather conditions. Similar to the Richter scale for earthquakes, FIS provides a standard scale to measure potential wildfire intensity. FIS consist of 5 classes where the order of magnitude between classes is ten-fold. The minimum class, Class 1, represents very low wildfire intensities and the maximum class, Class 5, represents very high wildfire intensities.

- Class 1, Very Low: Very small, discontinuous flames, usually less than 1 foot in length; very low rate of spread; no spotting. Fires are typically easy to suppress by firefighters with basic training and non-specialized equipment.

- Class 2, Low: Small flames, usually less than two feet long; small amount of very short range spotting possible. Fires are easy to suppress by trained firefighters with protective equipment and specialized tools.
- Class 3, Moderate: Flames up to 9 feet in length; short-range spotting is possible. Trained firefighters will find these fires difficult to suppress without support from aircraft or engines, but dozer and plows are generally effective. Increasing potential for harm or damage to life and property.
- Class 4, High: Large Flames, up to 40 feet in length; short-range spotting common; medium range spotting possible. Direct attack by trained firefighters, engines, and dozers is generally ineffective, indirect attack may be effective. Significant potential for harm or damage to life and property.
- Class 5, Very High: Flames exceeding 200 feet in length; expect extreme fire behavior.

Figure 3-18 maps the Characteristic FIS throughout Fayette County. Fayette County has acreage with FIS classes ranging from 0 to 4.5, with the large majority (94%) classified as 3 or lower. Table 3-14 includes the distribution of acreage by FIS class.

Figure 3-18. Characteristic FIS throughout Fayette County (source; SGSF)

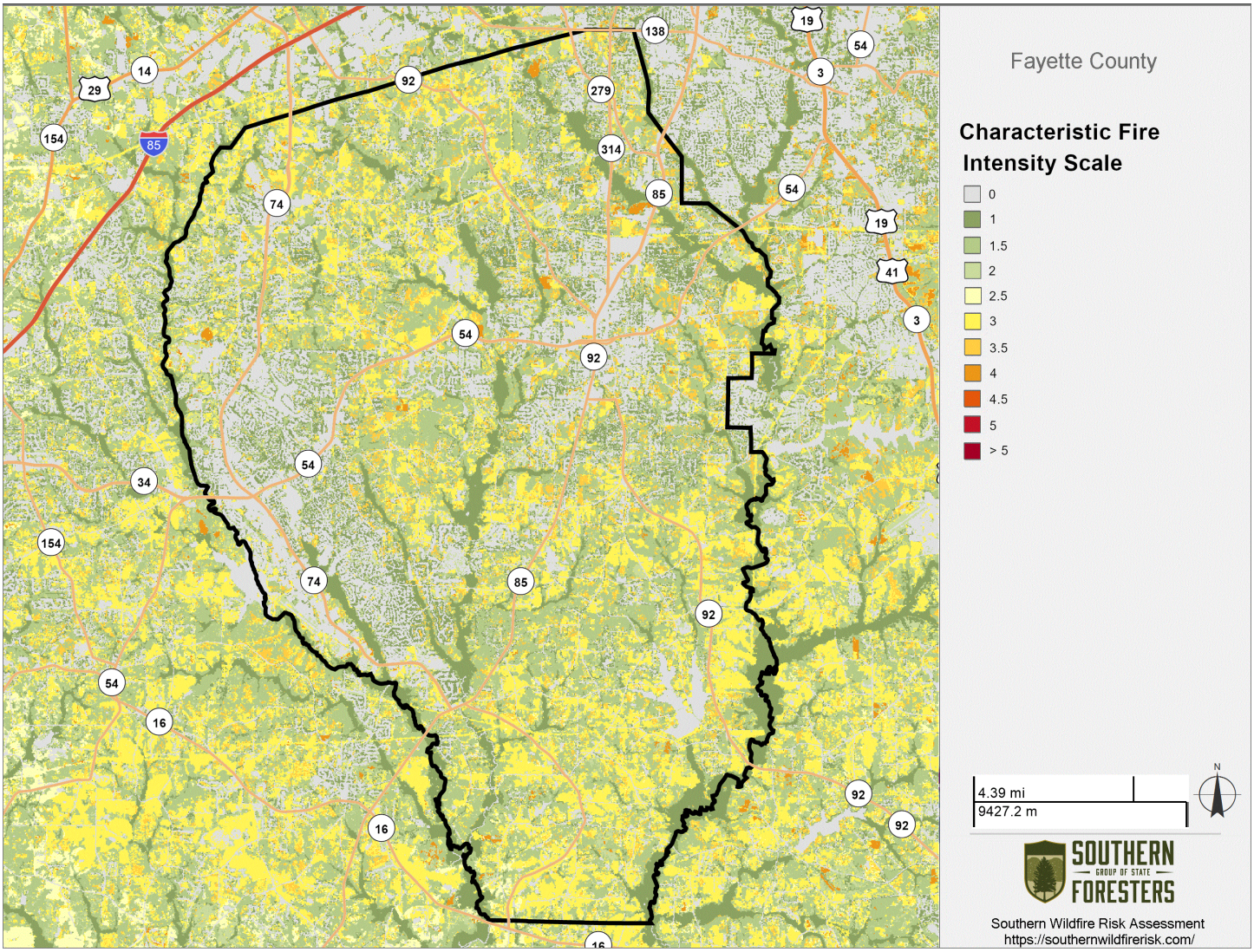


Table 3-14. Distribution of acreage within FIS classes for Fayette County (source: SGSF)

	Characteristic Fire Intensity Scale Category	Acres	Percent
	0	32,095	25 %
	1	22,511	18 %
	1.5	28,996	23 %
	2	10,490	8 %
	2.5	1,126	1 %
	3	23,914	19 %
	3.5	7,804	6 %
	4	584	0 %
	4.5	2	0 %
	5	0	0 %
	> 5	0	0 %
	Total	127,521	100 %

3.3.6.3 Previous Occurrences

The Georgia Forestry Commission's Georgia Historical State Wildfires Dashboard includes 26 wildfires in Fayette County between fiscal year 2012 to 2025. The wildfire incidents are listed below in Table 3-15.

Table 3-15. Previous occurrences of wildfires in Fayette County (fiscal year 2012 to 2025) (source: GFC)

Fire Name	Start Date	Cause	Fuel Type	Size (acres)
Bankstown Fire	11/26/2016	Campfire	Leaves/Needles Mix	0.5
Village Lake Fire	02/17/2013	Campfire	Broom Grass (sedge)	8
Hardy Road Fire	01/19/2014	Machine Use	Pasture Grasses	30
Fayette Crescent Oak	02/28/2025	Children	Leaves/Needles Mix	3
Unnamed	11/10/2011	Campfire	Pasture Grasses	4.54
Fayette Old Farm Road	02/20/2024	Debris: Residential, Leafpiles, Yard, etc.	Pasture Grasses	4.2
Fayette Peeples Road	02/21/2023	Debris: Residential, Leafpiles, Yard, etc.	Pasture Grasses	6
Corinth Road	04/01/2014	Debris: Residential, Leafpiles, Yard, etc.	Leaves/Needles Mix	0.5
Landaulet Path Fire	10/08/2016	Campfire	Leaves/Needles Mix	1
Broken Bow Fire	11/27/2016	Campfire	Leaves/Needles Mix	0.1
Fayette Peachtree Court	04/20/2023	Campfire	Pine Needles	5
Lester Family Fire	08/15/2016	Lightning	Pasture Grasses	0.01
Adams Drive	04/01/2014	Debris: Residential, Leafpiles, Yard, etc.	Leaves/Needles Mix	0.5
Dogwood	06/24/2016	Miscellaneous: Spontaneous Heating/Combustion	Leaves/Needles Mix	0.4

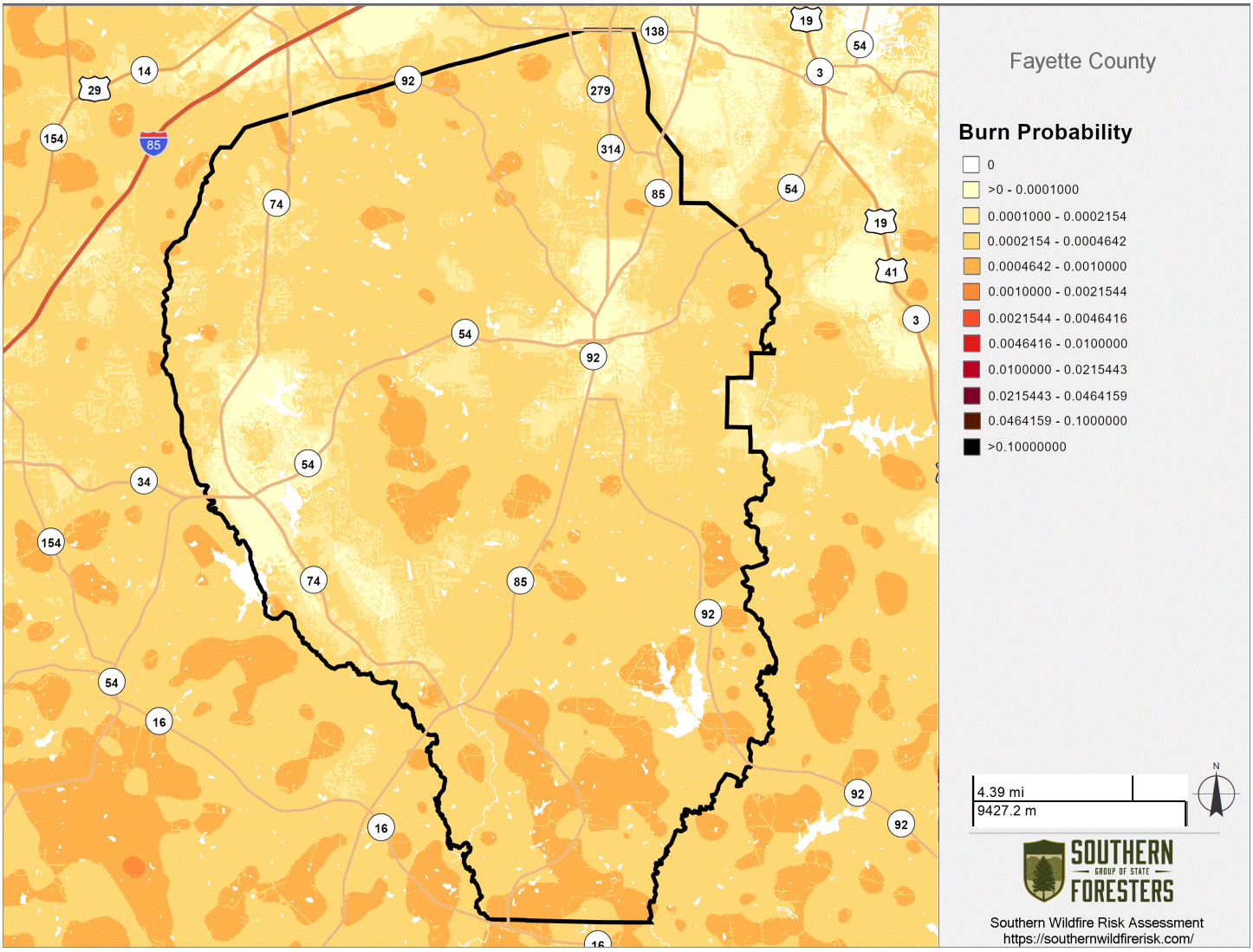
Fire Name	Start Date	Cause	Fuel Type	Size (acres)
Farr Road Fire	01/19/2014	Debris: Residential, Leafpiles, Yard, etc.	Leaves/Needles Mix	43
Unnamed	10/26/2011	Campfire	Leaves/Needles Mix	1.5
Fayette Laurel Circle 455	12/07/2019	Campfire	Hardwood Leaves	0.01
Serenity Place Fire	11/28/2013	Miscellaneous: Spontaneous Heating/Combustion	Residential Grass	2
Concrete Fire	09/11/2014	Lightning	Leaves/Needles Mix	0.01
Unnamed	01/03/2012	Campfire	Leaves/Needles Mix	5
Old Lake Fire	07/22/2012	Lightning	Leaves/Needles Mix	12
Coastline Road	08/15/2012	Railroad	Leaves/Needles Mix	0.25
Fayette Lees Lake Road	03/18/2024	Debris: Residential, Leafpiles, Yard, etc.	Leaves/Needles Mix	10
West Lake Fire	03/14/2018	Debris: Residential, Leafpiles, Yard, etc.	Hardwood Leaves	0.5
Gentle Doe fire	12/12/2014	Debris: Residential, Leafpiles, Yard, etc.	Leaves/Needles Mix	3
Fayette Green Valley Road	09/08/2019	Campfire	Leaves/Needles Mix	1

3.3.6.4 Probability

Burn probability is the likelihood of wildfire burning a specific location within a set time frame and is commonly represented as the chance of burning during 1 calendar year or wildfire season. Burn probability can be expressed as a fraction (0.005) or odds (1-in-200) and is based on fire behavior modeling across thousands of simulations of possible fire seasons. In each simulation, factors contributing to the probability of a fire occurring, including weather and ignition likelihood are varied based on patterns derived from observations in recent decades. It is not predictive and does not reflect any currently forecasted weather or fire danger conditions. Burn probability does not say anything about the intensity of fire if it occurs.

The burn probability within Fayette County ranges from 0 to 0.001 (1-in-1000) with the highest percentage of acres (69% of acres) within the range of 0.0002154 to 0.0004642 (odds of less than a 1-in-2000). The burn probability is mapped in Figure 3-19.

Figure 3-19. Burn probability throughout Fayette County (source: SGSF)



3.3.6.5 Impacts

Fayette County includes large areas of natural vegetation. These areas, combined with periods of drought, elevated temperatures, and high winds, provide ideal conditions for wildfire ignition and spread. While historically most fires in the region have been small in scale, the WUI, where development abuts natural vegetation, has expanded, increasing the risk to people and property. A wildfire in the county could result in the loss of vegetation, damage to structures, transportation disruptions, health risks from smoke exposure, and even secondary hazards, such as post-fire flooding or erosion.

Fayette County is experiencing steady population growth and rapid development, transforming land use patterns and continuing to expand the WUI. As more people move into these transitional zones, the potential for human-caused ignition increases significantly (e.g. from landscaping equipment, outdoor burning, fireworks, or other everyday activities, etc.) contributing to the rising risk of wildfire.

At the same time, increased development produces mixed effects on wildfire impacts. Denser neighborhoods situated near vegetated areas may place more people and structures in hazard zones. However, as development replaces forests and open space with impervious surfaces, the

overall availability of wildfire fuels in certain areas may decrease, potentially limiting fire spread in highly built environments. Despite this, larger populations also mean a greater number of people exposed to smoke, which can travel well beyond the burn area and lead to widespread public health impacts, particularly for individuals with respiratory or cardiovascular conditions.

3.3.6.6 Multi-Jurisdictional Considerations

At this time, no significant multi-jurisdictional differences have been identified with respect to wildfire risk in Fayette County. All jurisdictions share a similar level of baseline exposure to wildfire hazards due to consistent regional climate conditions and the presence of vegetated areas across the county. While specific vulnerabilities may vary based on localized development patterns or land cover characteristics, there are no jurisdiction-specific factors that warrant distinct wildfire risk assessments or mitigation strategies.

3.3.7 Earthquake

3.3.7.1 Hazard Description

Earthquakes are sudden movements of the Earth's surface caused by the abrupt release of accumulated tectonic stress. Their effects may include ground shaking, surface faulting, tectonic uplift or subsidence, ground failures (e.g., liquefaction and landslides), and in rare cases, tsunamis.

- Ground Shaking: Ground shaking is the primary cause of earthquake-related damage in the United States. Seismic waves radiate from the epicenter, traveling at different speeds and frequencies, and can produce horizontal, vertical, or combined motion. Structures not designed for seismic loads are especially vulnerable to this shaking. The behavior of seismic waves also varies with subsurface materials, affecting the severity of shaking at different locations.
- Surface Faulting: Surface faulting is the visible tearing or offset of the Earth's surface due to differential movement along a fault. While it can cause significant structural damage, there are no known active faults in Georgia. Inactive faults exist in the northern part of the state, generally following a northeast-southwest orientation above the Columbus-Macon-Augusta fall line.
- Tectonic Uplift and Subsidence: Tectonic uplift can raise land and shallow waterways, while subsidence can result in localized inundation. Both are typically associated with active fault zones and do not pose a significant threat in Georgia.
- Ground Failures: Earthquakes can trigger ground failures such as liquefaction and landslides. Liquefaction occurs when saturated, sandy soils temporarily lose strength during shaking, causing buildings to tilt or collapse. Landslides or slope failures can result from the destabilization of steep or clay-rich slopes. However, Georgia, including Fayette County, is at very low risk for seismically induced liquefaction or landslides.
- Tsunamis: Tsunamis are large waves generated by the displacement of water during undersea earthquakes. While waves travel rapidly in deep water with minimal height, they can rise dramatically near shorelines, causing sudden inundation and destruction. Successive waves may arrive minutes to hours later, with later waves often being more powerful. Although tsunamis are rare along the eastern U.S. coast, the potential exists for Atlantic and Gulf coast impacts, though the threat to inland areas like Fayette County is negligible.

Two primary scales are utilized to characterize seismic events. The Richter Scale measures the total energy released by an earthquake, while the Modified Mercalli Intensity (MMI) Scale assesses the extent of damage observed.

Table 3-16. Modified Mercalli Scale (United States Geologic Survey (USGS))

Mercalli Intensity	Description
I	Not felt except by very few under especially favorable conditions.
II	Felt only by a few persons at rest, especially on upper floors of buildings.
III	Felt quite noticeably by persons indoors, especially on upper floors of buildings.
IV	Felt indoors by many, outdoors by few during the day. At night some awakened. Dishes, windows, doors disturbed, walls make cracking sounds.
V	Felt by nearly everyone, many awakened. Unstable objects overturned.
VI	Felt by all, many frightened. Some heavy furniture moved. Damage slight.
VII	Damage negligible in buildings of good design and construction, slight to moderate in well-built structures, considerable damage in poorly built.
VIII	Damage slight in specially designed structures, considerable damage and partial collapse in standard buildings. Damage great in poorly built structures.
IX	Damage considerable in specially designed structures. Damage great in substantial buildings with partial collapse. Buildings shifted off foundations.
X	Some well-built wooden structures destroyed, most masonry and frame structures destroyed with foundations. Rails bent.

Table 3-17. Orders of magnitude on the Richter Scale and effects (National Park Service (NPS))

Richter Magnitude	Effects
1 to 3.5	Generally not felt, but recorded
3.5 to 5.4	Often felt, but rarely causes damage
Under 6.0	At most, slight damage to strong buildings
6.1 to 6.9	Destructive over 100km where people live
7.0 to 7.9	Major earthquake causing serious damage
8.0 or greater	Great earthquake causing damage over an area hundreds of kilometers across

3.3.7.2 Location and Extent

Earthquakes have the potential to affect all areas within Fayette County due to the widespread nature of seismic wave propagation. However, Georgia is considered a region of very low seismic activity; further, Fayette County is not included in GMEA's list of 37 Georgia counties with the highest earthquake risk. The underlying geology of the Piedmont Region, which includes Fayette County includes ancient metamorphic and igneous rock formations and is considered structurally stable and not highly susceptible to seismic amplification. Earthquakes that do occur in or near Fayette County typically register below magnitude 3.5 on the Richter Scale and are rarely felt by residents or capable of causing damage.

3.3.7.3 Previous Occurrences

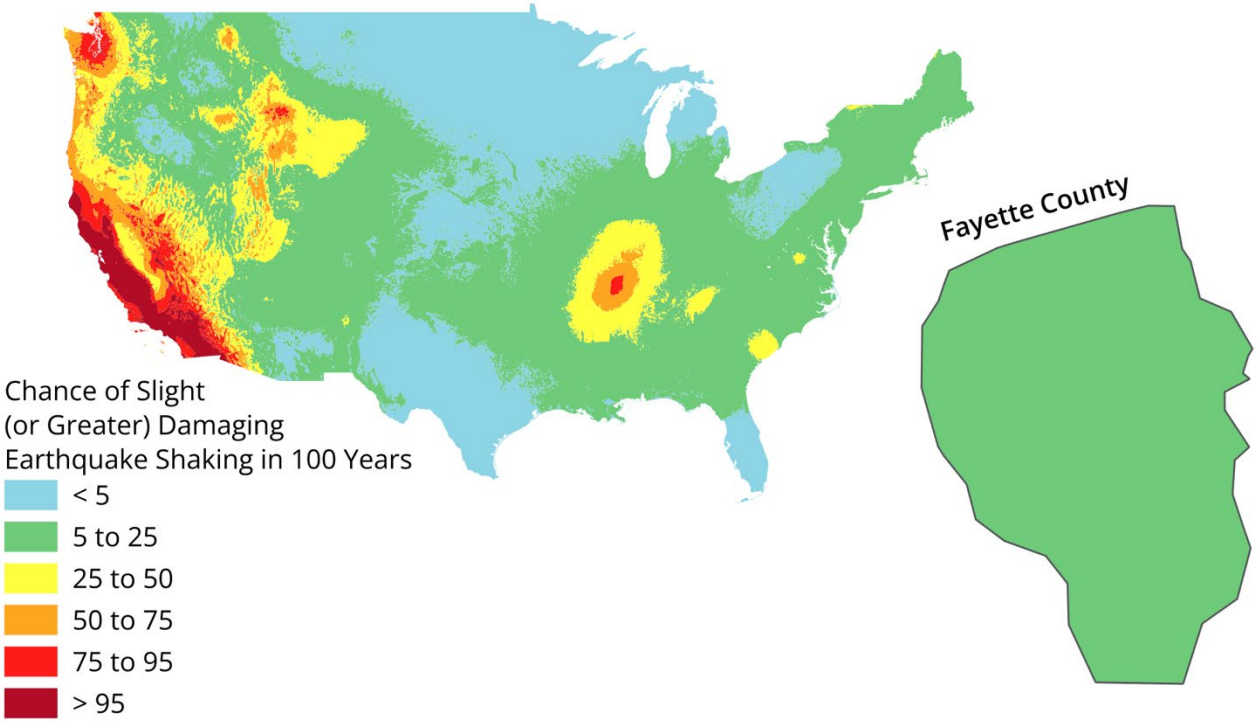
Based on the USGS Earthquake Catalog, over the last 50 years, only 1 earthquake originated from within Fayette County. This earthquake occurred on November 19, 2013, 1 kilometer north of Tyrone and registered as a 2.1 on the Richter Scale. No earthquake with a magnitude greater than a 3.5 has originated within a 50-mile radius of Fayette County.

3.3.7.4 Probability

The USGS developed and mapped the chance of slight or greater damaging earthquake shaking in 100 years for the United States. Based on the 2023 National Seismic Hazard Model, the

shaking is equivalent to MMI VI and higher and is based on the average peak ground acceleration and 1-s horizontal spectral response acceleration. Ground motions are amplified using hybrid VS30 estimates. The map is shown below in Figure 3-20. Fayette County falls within a range of a 5 to 25 percent chance in 100 years.

Figure 3-20. Map illustrating the chance of slight or greater damaging earthquake shaking in 100 years for the United States and Fayette County (source: USGS)



3.3.7.5 Impacts

The LHMPC determined that all critical facilities and all public and private property within Fayette County are susceptible to the impacts of an earthquake, especially given the lower, earthquake-related building code requirements compared to other parts of the United States.

Although Fayette County is in a region of low seismic activity, the potential impacts of an earthquake, though rare, could still be significant, particularly if critical infrastructure or vulnerable structures are affected. Earthquakes have the capacity to cause ground shaking, minor structural damage, infrastructure disruptions. Most existing buildings and infrastructure in Fayette County have not been constructed with seismic design standards, given the historically low probability of damaging events. Older residential structures, critical public facilities, and unreinforced masonry buildings may be particularly susceptible to even modest ground shaking.

Fayette County is experiencing population growth and development expansion, which increase the overall number of people and assets exposed to hazard events. Although seismic risk remains low, these new developments could amplify economic consequences in the event of an earthquake due to higher concentrations of people, critical systems, and high-value infrastructure. Additionally, increased residential and commercial density introduces more lifeline infrastructure, such as power lines, water systems, and telecommunications, that could be disrupted by seismic events.

3.3.7.6 Multi-Jurisdictional Considerations

There are no significant jurisdictional differences in the level of seismic hazard within Fayette County. All municipalities and unincorporated areas lie within the same low-risk seismic zone and share the same underlying geologic characteristics. As a result, the potential impacts of earthquakes are expected to be uniform across the county.

3.3.8 Tropical Cyclone

3.3.8.1 Hazard Description

A tropical cyclone is a rapidly rotating storm system that forms over warm ocean waters near the equator and is characterized by a low-pressure center, strong winds, heavy rain, and thunderstorms.

The NWS describes tropical cyclones systems in the Atlantic Basin, including the Gulf of Mexico and Caribbean Sea, into 4 types based on strength.

- Tropical Disturbance: A discrete tropical weather system of apparently organized thunderstorms, generally 100 to 300 nautical miles in diameter, originating in the tropics or subtropics, and maintaining its identity for 24 hours or more.
- Tropical Depression: An organized system of clouds and thunderstorms with a defined circulation and maximum sustained winds of 38 mph (33 knots) or less.
- Tropical Storm: An organized system of strong thunderstorms with a defined circulation and maximum sustained winds of 39 mph to 73 mph (34-63 knots).
- Hurricane: An intense tropical weather system with a well-defined circulation, producing maximum sustained winds of 74 mph (64 knots) or greater.

Hurricanes are categorized by the Saffir-Simpson Hurricane Wind Scale, which ranges from Category 1 (least severe, with winds 74-95 mph) to Category 5 (most severe, with winds exceeding 157 mph).

Table 3-18. Tropical cyclone classification and Saffir-Simpson Hurricane Wind Scale (source: NOAA)

Category	Wind (mph)	Potential Damage
Tropical Depression	< 38	-
Tropical Storm	39 to 73	-
1	74 to 95	Minimal: Damage is primarily to shrubbery and trees, mobile homes, and some signs. No real damage is done to structures.
2	96 to 110	Moderate: Some trees topple, some roof coverings are damaged, and major damage is done to mobile homes.
3	111 to 130	Extensive: large trees topple, some structural damage is done to roofs, mobile homes are destroyed, and structural damage is done to small homes and utility buildings
4	131 to 155	Extreme: Extensive damage is done to roofs, windows and doors; roof systems on small buildings completely fail; and some curtain walls fail.
5	> 156	Catastrophic: Roof damage is considerable and widespread, window and door damage are severe, there are extensive glass failures, and entire buildings could fail.

Tropical cyclones can cause catastrophic damage to coastlines and areas several hundred miles inland. Tropical cyclones can produce sustained high winds and spawn tornadoes and microbursts. Additionally, tropical cyclones can create storm surges along the coast and cause extensive damage from heavy rainfall. Slow moving tropical cyclones traveling into mountainous regions tend to produce especially heavy rain, which can trigger landslides or mudslides. Further, intense rainfall can cause flash flooding.

Each of these hazards present unique characteristics and challenges; therefore, the following have been separated and analyzed as individual hazards: tropical cyclones, thunderstorms, tornadoes, and flooding. This section will focus on the direct effects of tropical cyclones.

3.3.8.2 Location and Extent

Due to the large spatial extent of the hazard, tropical cyclones are a county-wide hazard for Fayette County. Tropical cyclones have directly impacted Fayette County on an infrequent basis, and while not common, the possibility of a hurricane or tropical storm retaining its wind strength as far inland as Fayette County does exist.

3.3.8.3 Previous Occurrences

Based in NOAA's Historical Hurricane Tracks viewer, only 2 tropical cyclones have directly intersected Fayette County (Figure 3-21) within the last 50 years.

- Hurricane Nicole (2022) with tropical depression strength wind speeds at time of intersection with Fayette County
- Tropical Storm Alberto (1994) with tropical depression strength wind speeds at time of intersection with Fayette County

Since 1859, Fayette County has had 17 tropical storms within 20 miles of its borders though (Table 3-19).

Further, since 1964, Fayette County has received the following Presidential Disaster Declarations from FEMA related to tropical cyclones:

- September 26, 2024: Hurricane Helene Emergency Declaration (3616)
- September 15, 2017: Hurricane Irma Major Disaster Declaration (4338)
- September 8, 2017: Hurricane Irma Emergency Declaration (3387)
- September 5, 2005: Hurricane Katrina Evacuation Emergency Declaration (3218)
- October 10, 1995: Hurricane Opal Major Disaster Declaration (1071)

Figure 3-21. Historical hurricane tracks intersecting Fayette County (source: NOAA)

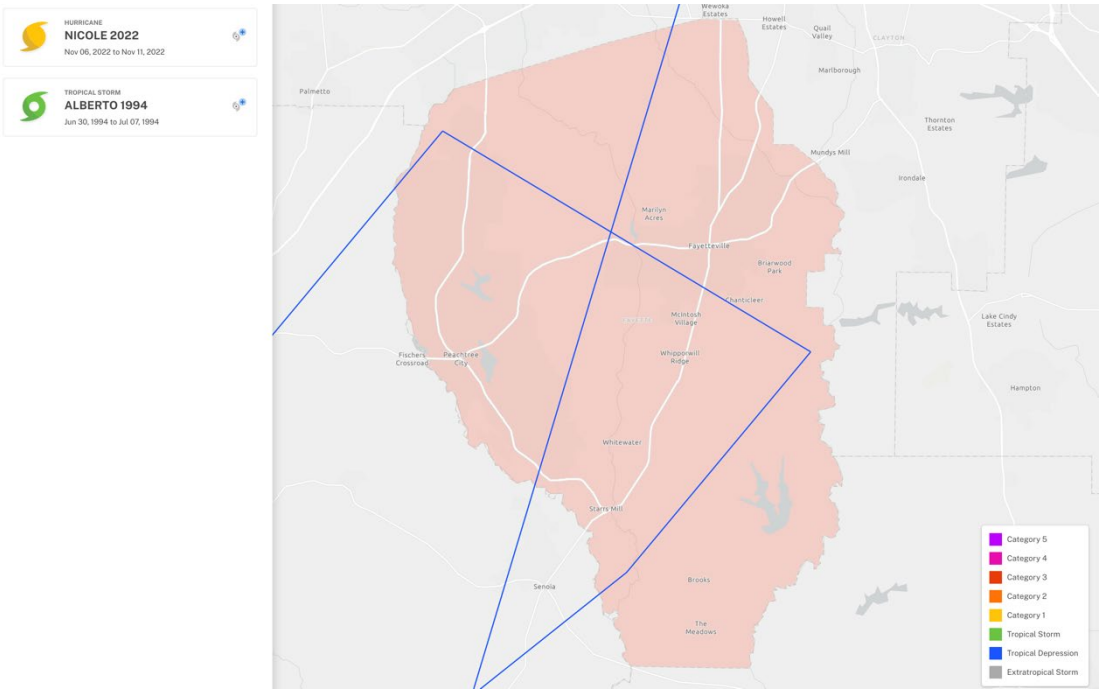


Table 3-19. Previous occurrences of tropical storms within 20 miles of Fayette County (1859 to 2024) (source: NOAA)

Year	Date Range	Name	Max Wind (knots)	Max Pressure	Max Category
1859	September 15 - 18	UNNAMED	70	0	H1
1887	July 20 - 28	UNNAMED	85	0	H2
1893	September 27 - October 05	UNNAMED	115	948	H4
1898	September 25 - October 06	UNNAMED	115	977	H4
1900	September 11 - 15	UNNAMED	45	0	TS
1902	October 03 - 13	UNNAMED	90	970	H2
1903	September 09 - 16	UNNAMED	80	988	H1
1907	September 18 - 23	UNNAMED	40	0	TS
1912	June 07 - 17	UNNAMED	60	0	TS
1940	August 05 - 14	UNNAMED	85	1008	H2
1957	September 07 - 09	DEBBIE	35	1003	TS
1959	May 28 - June 02	ARLENE	55	1002	TS
1994	June 30 - July 07	ALBERTO	55	1014	TS
2004	August 25 - September 10	FRANCES	125	1009	H4
2021	June 17 - 23	CLAUDETTE	40	1008	E
2021	August 09 - 20	FRED	55	1013	TS
2022	November 06 - 11	NICOLE	65	1005	H1

3.3.8.4 Probability

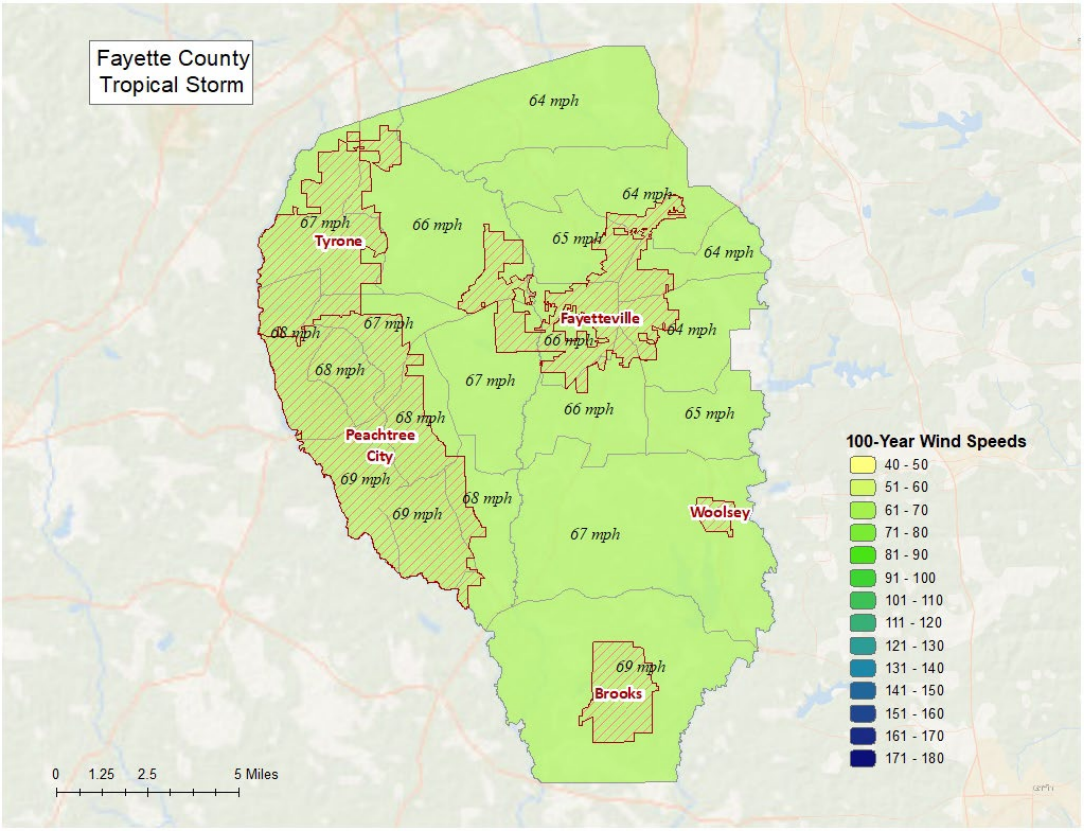
Based on historical data, tropical cyclones are likely (occurring every 5 to 20 years) in Fayette County.

3.3.8.5 Impacts

Impacts to Fayette County from tropical cyclones were analyzed using FEMA's Hazus-MH software, a powerful disaster risk assessment tool based on geographic information systems (GIS). The full report from the analysis can be found in Appendix B.

The wind damage analysis was performed using a probabilistic scenario based on a tropic storm with maximum winds of 69 mph and that equates to the 1% chance storm event. Figure 3-22 shows wind speeds for the modeled storm.

Figure 3-22. Wind speeds used for the modeled storm throughout Fayette County

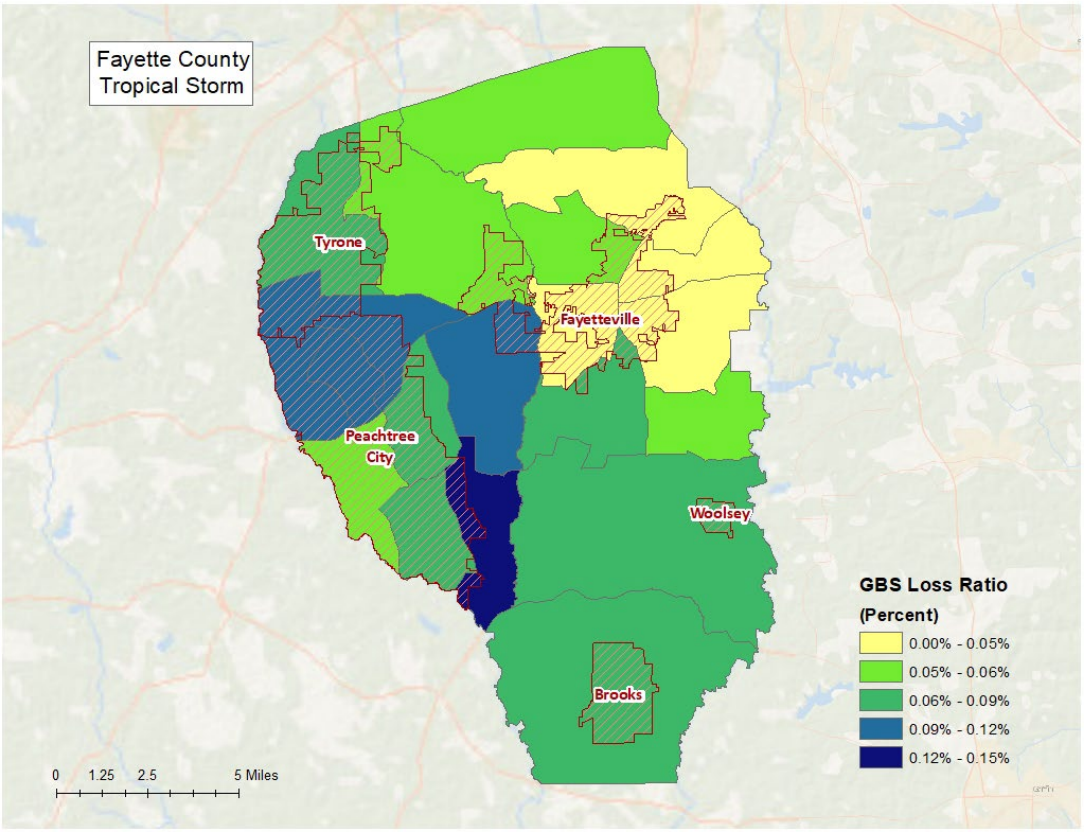


Buildings in Fayette County are vulnerable to storm events, and the cost to rebuild may have significant consequences to the community. Table 3-20 shows a summary of the results of wind-related building damage in Fayette County for the tropical storm (100-year event). The loss ratio expresses building losses as a percentage of total building replacement cost in the county (Figure 3-23).

Table 3-20. Wind building damage based on the modeled storm

Classification	Number of Buildings Damaged	Total Building Damage	Total Economic Loss	Loss Ratio
Tropical Storm	46	$11,277,560	$18,636,500	0.08%

Figure 3-23. Building loss ratios throughout Fayette County based on the modeled storm



Essential facilities are also vulnerable to storm events, and the potential loss of functionality may have significant consequences to the community. Fayette County has 53 essential facilities, including 1 emergency operation center, 17 fire stations, 3 care facilities, 6 police stations, and 26 schools. Hazus-MH identified the essential facilities that may be moderately or severely damaged by winds (Table 3-21).

Table 3-21. Essential facilities damaged or with loss of use based on the modeled storm

Classification	Facilities At Least Moderately Damaged > 50%	Facilities Completely Damaged > 50%	Facilities with Expected Loss of Use (< 1 day)
Tropical Storm	1	0	53

The analysis also estimated the amount of debris generated by high velocity winds from the modeled storm and quantified it into 3 broad categories to determine the material handling equipment needed:

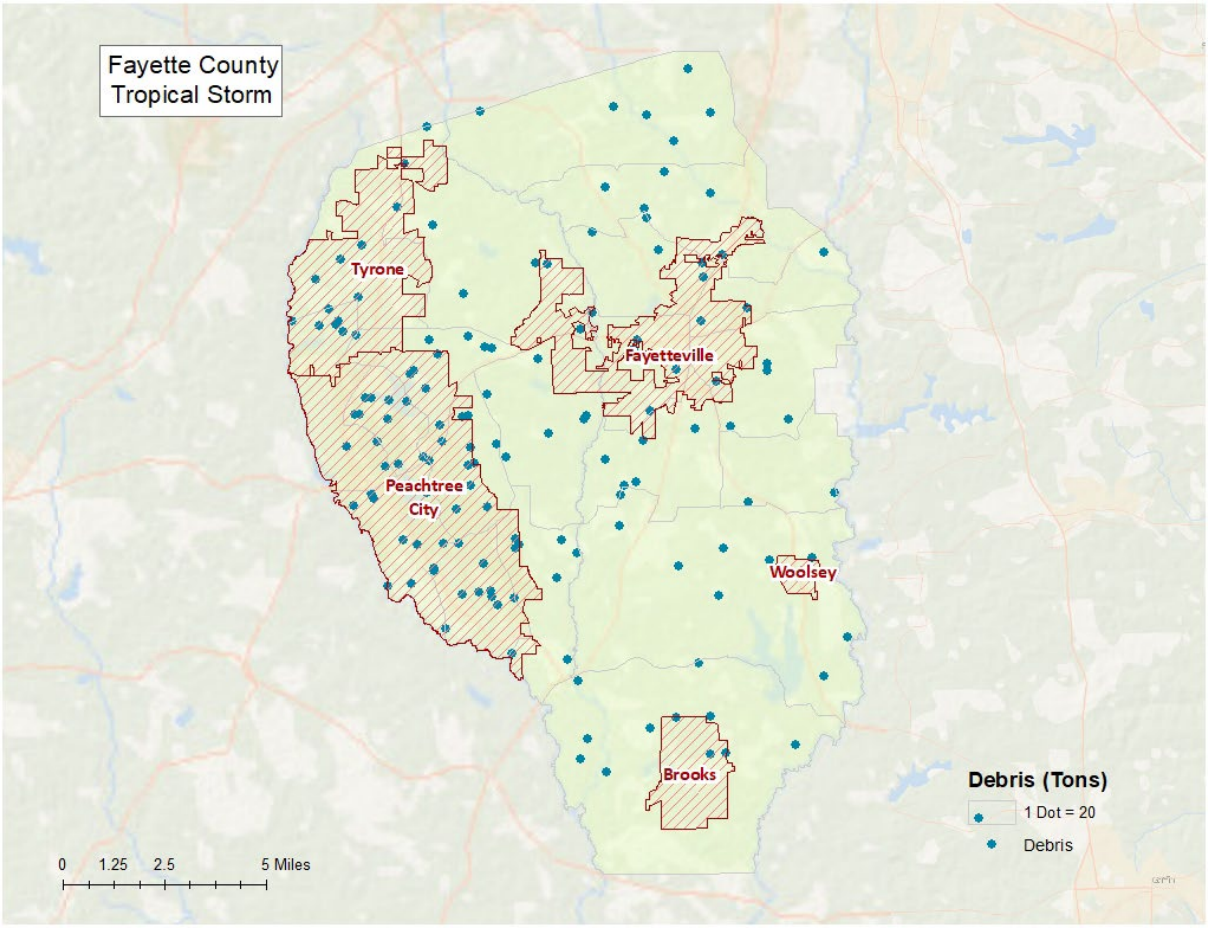
- Reinforced Concrete and Steel Debris
- Brick and Wood and Other Building Debris
- Tree Debris

The estimates of debris for this scenario, including tree debris that the public would be responsible for, are listed in Table 3-22. Figure 3-24 shows the distribution of all wind related debris resulting from the modeled storm. Each dot represents 20 tons of debris within the census tract in which it is located; the dots are randomly distributed within each census tract and therefore do not represent the specific location of debris sites.

Table 3-22. Wind-related debris weights (tons) based on the modeled storm

Classification	Brick, Wood, and Other	Reinforced Concrete and Steel	Eligible Tree Debris	Other Tree Debris	Total
Tropical Storm	388	0	2,441	9,509	12,338

Figure 3-24. Distribution of wind-related debris from the modeled storm throughout Fayette County



Tropical cyclones that impact Fayette County typically arrive as inland remnants of hurricanes or tropical storms, bringing heavy rainfall and strong wind gusts. The L HMPC determined that all critical facilities and all public and private property within Fayette County are susceptible to the direct and indirect impacts of a tropical cyclone.

Tropical cyclones can lead to a wide range of impacts, including flash flooding, downed trees, and extended power outages. High winds may damage roofs, signage, fences, and vehicles, while saturated soils increase the likelihood of tree falls, which can block roads and damage power lines. Flooding may affect homes, basements, and public buildings, particularly in areas with inadequate drainage infrastructure. Roadway closures due to standing water or debris can delay emergency response and disrupt daily commutes. Power outages caused by wind or falling trees can last several days in some areas, impacting residences, businesses, and critical facilities. Tropical cyclones can also result in water contamination from runoff, increased demand on emergency services, and temporary closures of schools and businesses. These disruptions collectively strain public infrastructure and services.

Fayette County's growing population increases the number of people and structures at risk from storm impacts. Residential and commercial development as well as land use changes are replacing natural surfaces with impervious ones, increasing the volume and velocity of stormwater runoff during heavy rainfall events, making low-lying and poorly drained areas more vulnerable to flash flooding.

Large-scale developments may draw more visitors, residents, and energy use to the county, increasing the county's exposure to storm-related disruptions, such as infrastructure failure, road closures, and power loss.

3.3.8.6 Multi-Jurisdictional Considerations

Impacts from tropical cyclones vary across Fayette County's 5 municipalities due to differences in tree cover, development density, infrastructure vulnerability, and emergency access routes.

- Fayetteville and Peachtree City: Both cities are densely developed with mature tree canopies lining roadways, neighborhoods, and public spaces, making them highly susceptible to wind-related damage. Tropical storm winds can bring down trees and large limbs, causing blocked roads, damaged structures, and widespread power outages. Peachtree City's extensive golf cart path network is especially vulnerable to obstruction from debris, limiting mobility during and after storm events. Fayetteville's mix of older and newer infrastructure may also be at higher risk for damage to roofing, siding, and aboveground utility lines, especially in historic or lower-density residential areas.
- Tyrone: Tyrone's blend of newer residential developments and wooded areas presents a dual risk. Homes situated near tree lines are at risk of roof and vehicle damage from falling branches or trees during high-wind events. Newer construction in open areas may be less protected from wind exposure, especially in subdivisions where natural windbreaks have been cleared. Utilities and transportation routes in Tyrone are also exposed to temporary disruptions due to wind-driven debris.
- Brooks and Woolsey: These rural towns are heavily forested and characterized by long stretches of narrow, tree-lined roads. During tropical cyclones, downed trees and power lines can isolate properties for extended periods. Homes on larger lots, many of which are not buffered by nearby structures, may experience direct wind loading on roofs and outbuildings.

3.3.9 Extreme Temperatures

3.3.9.1 Hazard Description

Extreme heat refers to periods of unusually high temperatures that can pose significant health risks and impact various aspects of society and the environment. While definitions may vary based on geographic location and climate norms, extreme heat events are generally characterized by temperatures that are substantially higher than normal for a particular region and time of year. The Peachtree City NWS forecast office issues the following watches, warnings, and advisories related to extreme heat events:

- Heat Advisory: Issued when there is at least an 80 percent chance that daytime heat indices will exceed 104°F for at least 2 consecutive days.
- Excessive Heat Watch: Issued when there is at least a 50 percent chance that daytime heat indices will exceed 109°F for at least 2 consecutive days.
- Excessive Heat Warning: Issued when there is at least an 80 percent chance that daytime heat indices will exceed 109°F for at least 2 consecutive days.

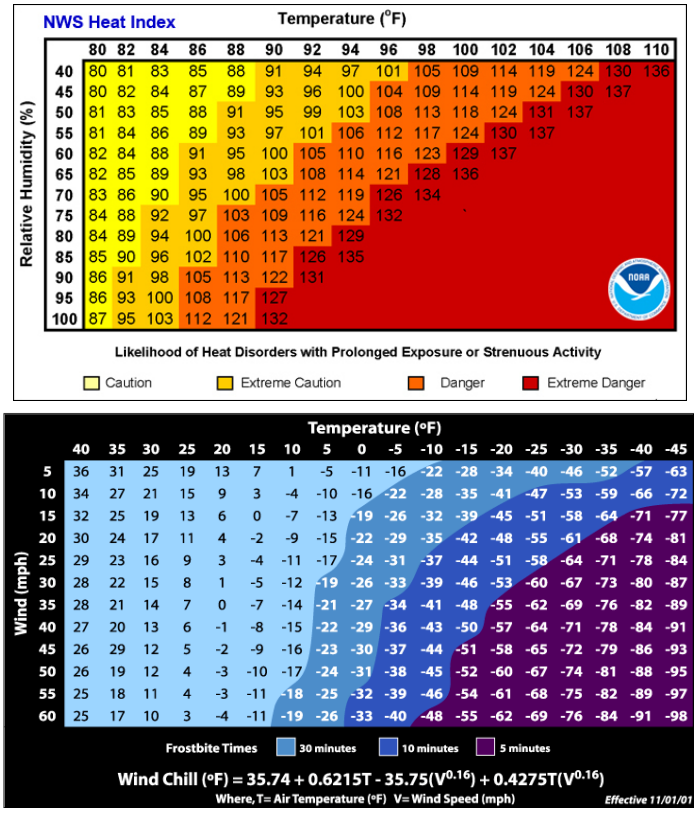
The heat index used as a criteria above is a measure of how hot it really feels when relative humidity is factored in with the actual air temperature. Figure 3-25 below shows the relationship between the temperature, relative humidity, and heat index.

Extreme cold refers to periods of unusually low temperatures that can pose significant health risks and impact various aspects of society and the environment. While definitions may vary based on geographic location and climate norms, extreme cold events are generally characterized by temperatures that are substantially lower than normal for a particular region and time of year. Extreme cold events often accompany or are left in the wake of winter storms, but can also occur without any associated storm activity. The Peachtree City NWS forecast office issues the following watches, warnings, and advisories related to extreme cold events:

- Cold Weather Advisory: Issued when seasonably cold air temperatures or wind chill values, but not extremely cold values, are expected within the next 36 hours.
- Wind Chill Watch: Issued when there is at least a 50 percent chance for wind chill values to drop to 5˚F or lower within the next 36 to 48 hours.
- Wind Chill Warning: Issued when there is at least an 80 percent chance that wind chill values will drop to -10˚F or lower within the next 36 hours.

The wind chill index used as a criteria above is a measure of what the air temperature feels like to the human skin due to the combination of cold temperatures and winds blowing on exposed skin. Figure 3-25 below shows the relationship between the temperature, wind, and index.

Figure 3-25. Heat index and wind chill index charts (source: NOAA)



3.3.9.2 Location and Extent

Extreme temperature events are a county-wide hazard.

Based on historical data, in the event of extreme heat, the severity in Fayette County has the potential to reach a level of "Danger" (heat index ranging from 103°F to 124°F). Figure 3-26 below plots the maximum heat index per day between May and September that Fayette County experienced between 1979 and 2021.

Based on historical data, Fayette County could experience extreme cold events with a wind chill less than or equal to 5°F.

3.3.9.3 Previous Occurrences

Figure 3-27 above details the annual number of extreme heat days for Fayette County from 2000 through 2023. The chart indicates that between 2000 and 2023, with the exclusion of 2003, the county experienced at least 1 day with the heat index at or above 100°F, annually. Further, days with the heat index at or above 90°F and 95°F were frequent with the. The most extreme heat days (heat index at or above 105°F) were not uncommon as at least one day was recorded in over 41% of the years.

Figure 3-28 below shows the annual number of extreme cold-related advisories and watches that were issued to Fayette County's weather forecast zone between 2009 and 2025.

Figure 3-26. Daily maximum heat index (May through September) between 1979 and 2022 (Center for Disease Control and Prevention (CDC) National Environmental Public Health Tracking Network)

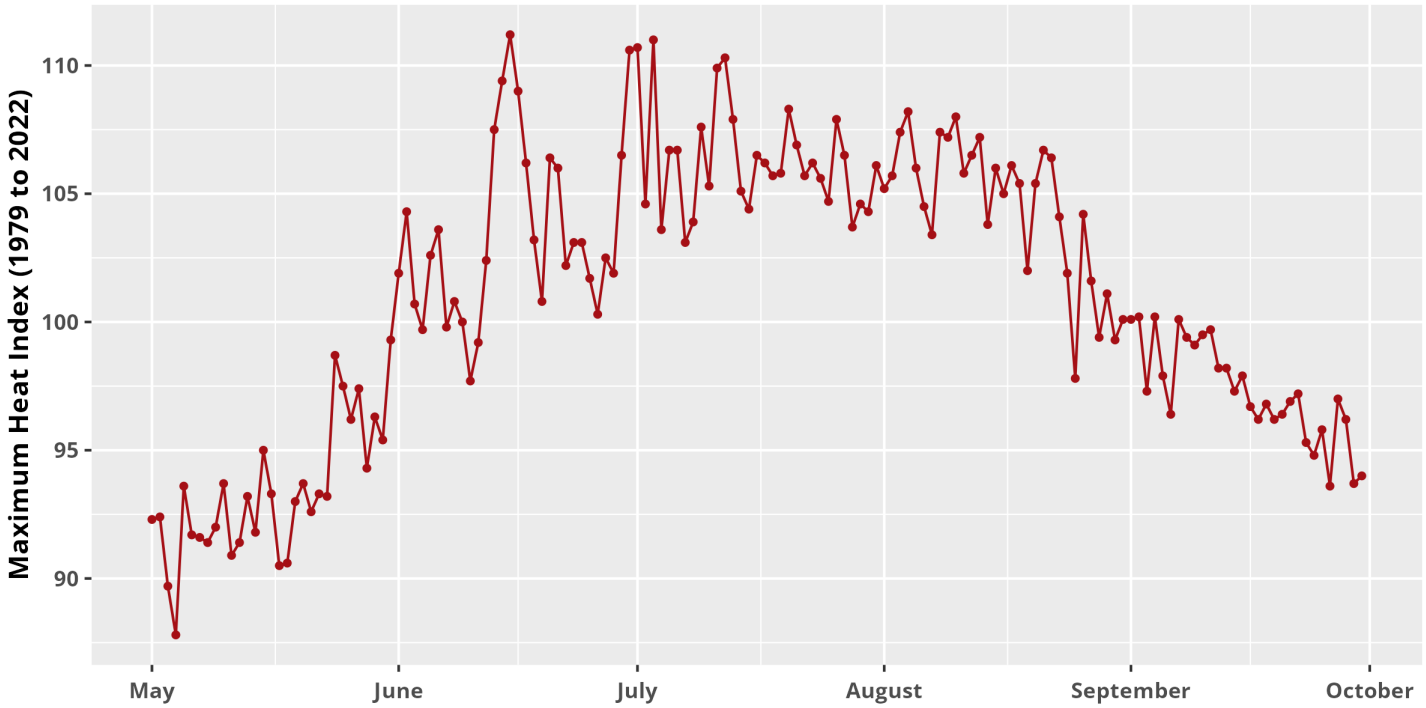


Figure 3-27. Annual number of extreme heat days (May through September) from 2000 through 2023 (CDC National Environmental Public)

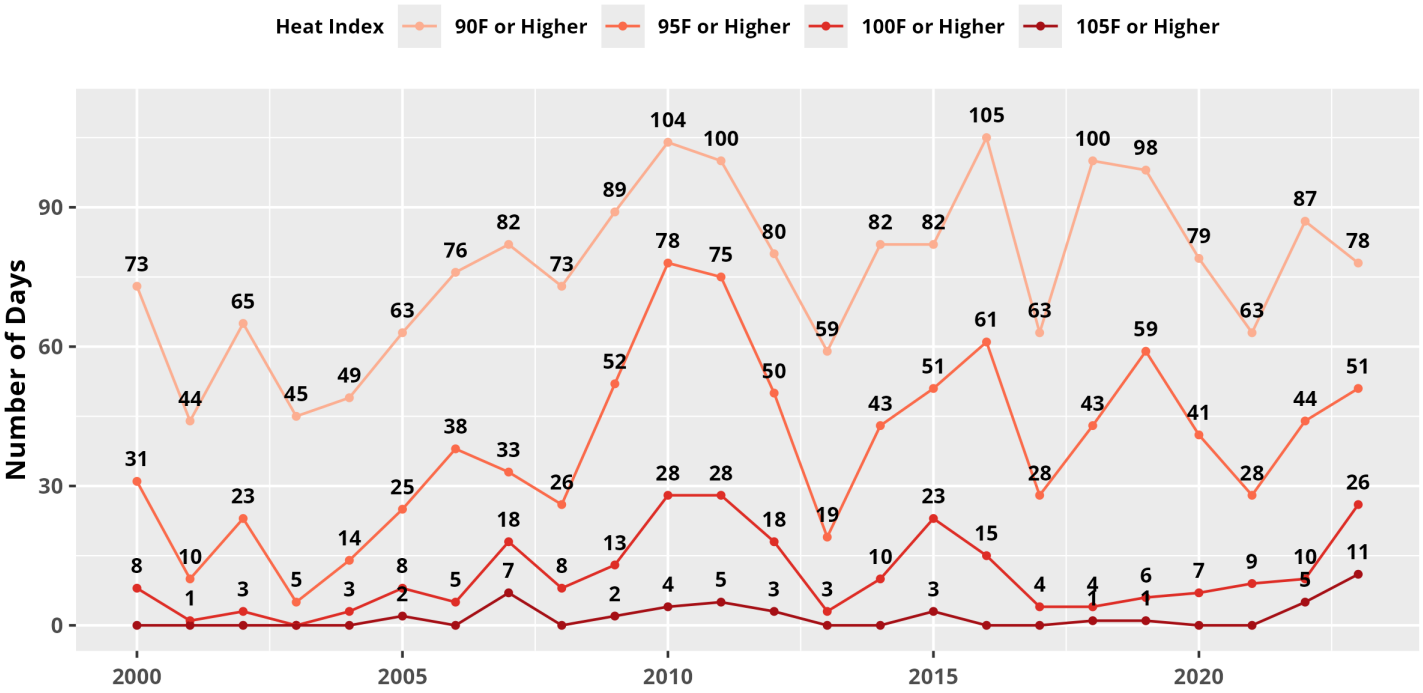
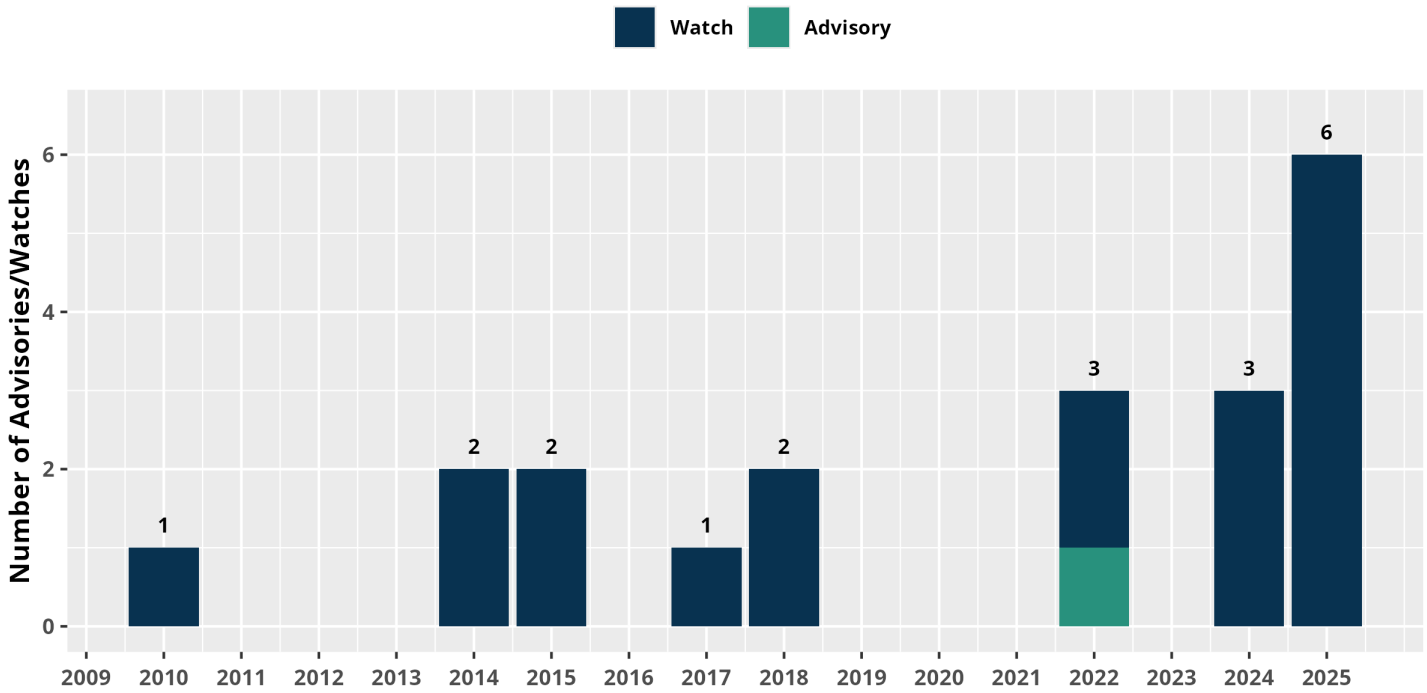


Figure 3-28. Extreme cold-related advisories and watches issued to the Fayette County forecast zone, between 2009 and April 2025 (Iowa State University Iowa Environmental Mesonet)



3.3.9.4 Probability

The probability of having an extreme heat event in Fayette County is extremely likely (occurring every 1 year or more). The probability of having an extreme cold event in Fayette County is highly likely (occurring every 1 to 5 years).

3.3.9.5 Impacts

Fayette County is susceptible to periods of extreme temperatures, including both extreme heat and extreme cold. These events can pose significant risks to public health, critical infrastructure, and economic activity.

High temperatures from extreme heat, especially when sustained over several days, pose a serious threat to public health, especially for vulnerable populations, including older adults, young children, people with chronic illnesses, and those without access to air conditioning. Prolonged heat can lead to heat exhaustion, heatstroke, dehydration, and the worsening of existing health conditions. Outdoor workers, such as construction crews and public works staff, are also at increased risk of heat-related illness. Additionally, extreme heat can stress energy infrastructure as demand for air conditioning spikes, increasing the risk of power outages or rolling blackouts.

High temperatures can also deteriorate road surfaces, warp railroad tracks, and overheat mechanical systems. Urbanized areas may experience the urban heat island effect, where paved surfaces and building materials absorb and retain more heat, intensifying local temperatures.

Extremely low temperatures during extreme cold may result in frozen or burst water pipes, damage to poorly insulated homes, and power outages due to increased heating demand or weather-related impacts on power lines.

Cold weather also poses serious health risks, such as frostbite and hypothermia, especially to residents experiencing homelessness, older adults, and those living in inadequately heated housing. Additionally, prolonged cold can impact agriculture, damaging winter crops or livestock, and can disrupt transportation networks by causing ice accumulation on roads, bridges, and sidewalks, increasing the likelihood of accidents and injuries.

As Fayette County continues to grow, the number of people exposed to extreme temperature risks is likely to increase. Changes in land use, such as reductions in tree cover or increases in impervious surfaces, may also amplify heat retention in developed areas. Moreover, the emergence of new energy-intensive developments, such as data centers, will place additional pressure on energy infrastructure during peak demand periods associated with extreme temperatures.

3.3.9.6 Multi-Jurisdictional Considerations

Extreme temperatures pose a relatively uniform risk across all jurisdictions in Fayette County, with no significant differences in exposure to cold weather events. All areas are susceptible to freezing temperatures, power outages, and health risks associated with inadequate heating or insulation, and emergency preparedness and response efforts can generally be coordinated at the county-wide level.

However, during periods of extreme cold, densely populated areas, especially those with congregate facilities such as personal care homes, senior living centers, and medical facilities,

face unique challenges. Incidents involving burst sprinkler or water lines in such facilities have previously necessitated large-scale evacuations and relocations of vulnerable residents. These events demand significant coordination and resources from local emergency services and can create logistical complications that are less prevalent in the county's more rural areas.

Further, the primary jurisdictional variation during periods of extreme heat stems from the urban heat island effect. More developed areas, particularly Fayetteville and Peachtree City, contain higher concentrations of impervious surfaces such as roads, parking lots, and buildings. These materials absorb and retain heat, leading to locally elevated temperatures compared to surrounding rural zones. When air conditioning systems fail in high-occupancy or medically vulnerable facilities during such events, the risks of heat-related illness and the need for emergency assistance increase significantly.

3.4 Technological Hazards

3.4.1 Hazardous Material

3.4.1.1 Hazard Description

Hazardous materials (HAZMAT) refer to any material that may pose a real hazard to human health or the environment because of its quantity, concentration, 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 hazardous materials 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.

3.4.1.2 Location and Extent

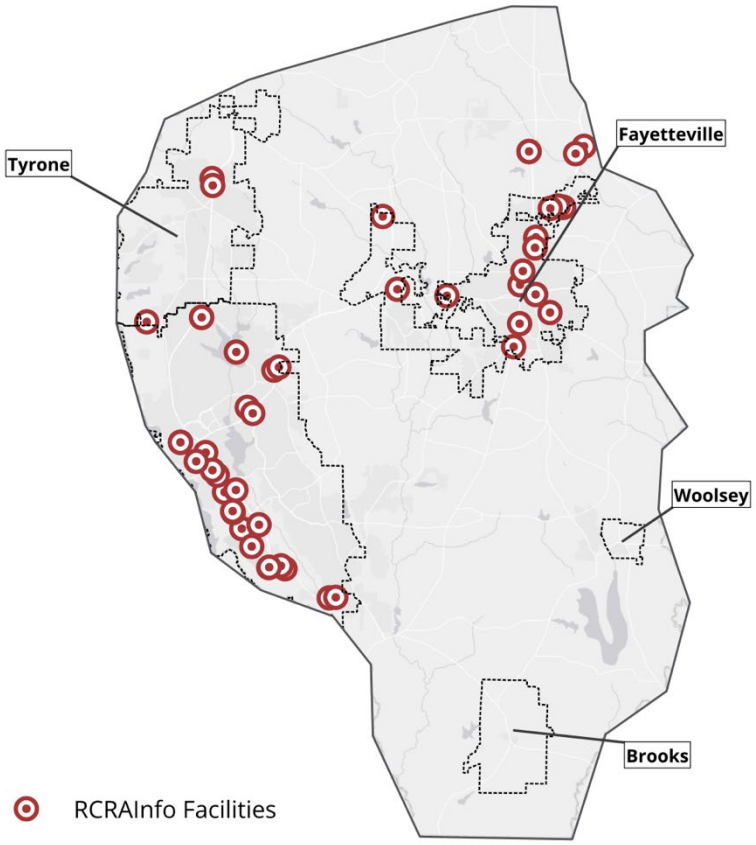
The entire county is at risk of hazardous material release incidents. Areas of heightened concern include:

- Resource Conservation and Recovery Act Information (RCRAInfo) Facilities: RCRAInfo is a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to state environmental agencies. These agencies, in turn pass on the information to regional and national Environmental Protection Agency (EPA) offices. Figure 3-29 maps the RCRAInfo facilities throughout the county.
- Transportation Corridors: For Fayette County, significant threat for a hazardous materials spill comes from the transportation of materials through the county, especially along the Highway 54, 74, and 85 corridors that run through the center of the county. These heavily traveled routes are frequently used by commercial and industrial transporters, including trucks carrying fuel, chemicals, and other regulated materials.
- Water Sources: A hazardous materials release in proximity to drinking water sources or stormwater infrastructure could pose a significant threat to public health and environmental quality. Groundwater wells, particularly in rural and unincorporated areas,

are also susceptible to contamination from surface spills or improper disposal of hazardous substances.

- Rail Infrastructure: There are two rail lines running through Fayette County: Seaboard System and Norfolk Southern. The Seaboard System line runs north/south from Fulton County through Peachtree City to Senoia. Rail service to industrial areas in Peachtree City is provided by CSX Railroad on this line. The Norfolk Southern line runs east/west from Griffin through Brooks to Senoia but is no longer in use.

Figure 3-29. RCRAInfo facility locations throughout Fayette County (source: EPA)



3.4.1.3 Previous Occurrences

The National Response Center (NRC) is a part of the federally established National Response System and staffed 24 hours a day by the US Coast Guard. It is the designated federal point of contact for reporting all oil, chemical, radiological, biological and etiological discharges into the environment, as well as railroad incidents, anywhere in the United States and its territories. Data from the United States Coast Guard National Response Center was reviewed regarding hazardous materials spill history in Fayette County. Between 2000 and 2024, the NRC reported 40 incidents within Fayette County (Table 3-23). Many hazardous materials incidents over the past 25 years likely went unreported or undocumented.

Table 3-23. NRC reported incidents within Fayette County (2000 to 2024) (source: NRC)

Incident Description	Type	Cause	Date and Time	Nearest City
Caller states company breaks hoses on old cars and release freon into atmosphere	Fixed	Dumping	5/8/2000 8:00	Fayetteville

Incident Description	Type	Cause	Date and Time	Nearest City
Car was in lake	Mobile	Other	7/4/2000 13:40	Peachtree City
Asphalt coater hot oil process equipment released material and caught on fire	Fixed	Equipment Failure	1/25/2001 20:00	Peachtree City
The responsible party brings construction materials from the Summerville subdivision construction site to the residence and dumps the material into the back yard.	Fixed	Dumping	5/21/2001 8:00	Brooks
A freight train collided with a passenger truck at a grade crossing.	Railroad	Other	11/6/2001 19:00	Tyrone
The caller reported manhole is overflowing with sewage	Fixed	Unknown	10/23/2002 15:00	Fayetteville
A tanker truck had a minor accident which caused a release.	Mobile	Transport Accident	12/7/2002 9:50	Peachtree City
Caller stated that materials are being dumped on the ground.	Fixed	Dumping	10/13/2003 12:00	Fayetteville
The caller stated that the suspected responsible party is using acid with power washers to wash vehicles and not capturing the runoff. The caller also stated that the SRP is allowing the vehicles' fuel tanks to overflow and is not cleaning up	Fixed	Dumping	10/15/2002 0:01	Fayetteville
Caller stated that the entire area is permeated with a very strong odor in the air. Caller highly suspects that there was a kerosene spill. The smell is coming from a newly developed neighborhood under construction.	Fixed	Unknown	12/2/2003 18:00	Fayetteville
The caller reported release of wingtack 10 and piccotac 1020 (resin from adhesive) from vent pipe of molten resin holding tanks when material was inadvertently pumped through vent system and onto roof top.	Storage Tank	Equipment Failure	12/29/2003 13:00	Peachtree City
The caller stated that mulch is on fire due to automatic ignition.	Fixed	Other	1/20/2004 9:00	Fayetteville
Old equipment and rusty containers of waste oil have been leaking oil into the ground for the past ten years	Storage Tank	Dumping	4/24/2004 11:15	Fayetteville
Caller is reporting a release of hydraulic oil from a broken hydraulic line on a crusher, cause of the broken line is unknown.	Fixed	Equipment Failure	6/7/2006 7:00	Tyrone
The caller stated that due to an air release, there is a respiratory distress to residents in the area. The facility is a wastewater treatment facility.	Fixed	Unknown	7/2/2006 19:00	Fairburn
Caller is reporting that 200-300 gallons of diesel fuel spilled from a locomotive onto the ballast and dirt due to a fuel tank that was over filled by operator error.	Railroad	Operator Error	5/15/2007 16:30	Fairburn
Caller is reporting they found a crusher that had leaked about 150 gallons of oil onto the ground. The cause appears to be from a valve that was open that allowed the product to discharge out.	Fixed	Unknown	7/23/2007 7:30	Tyrone

Incident Description	Type	Cause	Date and Time	Nearest City
They do not know if someone left it open or if it was opened over the weekend while operations were shut down.				
Caller is reporting that an unknown blue substance was released from the truck. Caller stated that as the material released sand was placed on top. County board of health arrived on scene and verified the material on the service road.	Mobile	Dumping	3/9/2009 11:00	
The facility has 5 refrigeration units. Employees were moving a table and broke a copper line that caused all of the refrigerant to release into the 75,000 sq ft facility. The amount released is 800 - 1000 lbs. The vapor cloud is hanging at knee level in the store. The fire dept is venting the store. Everyone was evacuated from the facility.	Fixed	Operator Error	5/30/2010 20:25	Fayetteville
The caller is releasing refrigerant (r-22) into the atmosphere from old equipment (compressors). The caller also stated that the RP also releases the oil onto the ground. This has been ongoing for at least 1 month, and it was stated that it will probably be done today.	Fixed	Dumping	10/1/2010 12:00	Tyrone
Caller stated due to a hose that broke on a small tanker truck there was a spill of recycled motor oil that span eight miles on Highway 74 southbound.	Mobile	Equipment Failure	3/30/2011 10:30	Peachtree City
Caller stated there was a spill of copper and an unknown material from 55-gallon steel drums that are leaking and storage tanks that were being pumped out. Caller stated the spill is due to operator error. Caller stated the site location was being demolished when the spill occurred.	Storage Tank	Operator Error	5/22/2012 12:00	Peachtree City
The caller reported that a single engine beach craft went off the runway. No spills or injuries reported. Aircraft is upright.	Aircraft	Unknown	10/21/2012 15:18	Peachtree City
Caller reported a garbage truck broke down in front of the driveway spilling hydraulic oil onto the ground.	Mobile	Equipment Failure	5/1/2014 15:00	Fayetteville
The caller is reporting a locomotive that discharged an unknown amount of lubricating oil onto the ground and into a retention pond.	Railroad	Equipment Failure	7/25/2014 12:00	Tyron
Caller is reporting a discharge of 120 gallons of lube oil when the primary pressure oil line pipe fitting failed.	Fixed	Equipment Failure	11/10/2015 9:00	Tyrone
The caller is reporting a release of an unknown chemical from an unknown source. Caller describes the odor as "really strong" and it causes a burning sensation in the throat. Caller stated they have detected the odor several times while driving through the area.	Fixed	Unknown	3/10/2016 19:00	Peachtree City

Incident Description	Type	Cause	Date and Time	Nearest City
Caller stated that the landscaping company was performing work at the address listed. The truck was leaking an unknown material onto the road. The spill is about 3 to 4 feet wide and leading down the road. An employee of the company also dumped a bucket of an unknown material down the storm drain. The truck drove off appearing to have no intention of remediation.	Mobile	Unknown	4/13/2016 11:25	Peachtree City
Caller stated that there is an unknown sheen from an unknown source on the waters of Lee's Lake.	Unknown Sheen	Unknown	7/26/2016 17:30	Fayetteville
Caller stated the company uses diesel fuel to break asphalt free from the inside of the asphalt trucks. Then the diesel is allowed to release into a local creek. Caller stated that this is a regular occurrence that has been happening for a long time.	Mobile	Dumping	2/8/2017 17:30	Tyrone
Caller is reporting that for about 2 years a company has been dumping junk at the location provided, resulting in oil and unknown materials released on the ground. There is a potential for release into the Nash Creek.	Fixed	Dumping	8/8/2018 15:00	Fayetteville
Caller is reporting that a local business is improperly disposing of refrigerant gases onto the ground and to the atmosphere.	Fixed	Other	9/12/2018 9:00	Fayetteville
Used oil discharged from a rail car that was pulled away while it was being offloaded.	Railroad	Operator Error	10/30/2018 9:20	Peachtree City
Caller is reporting that the company is releasing refrigerant gases directly into the air from air conditioning units.	Fixed	Operator Error	4/7/2019 12:00	Peachtree City
Caller reported a Canadian air force aircraft (snowbirds) was having equipment issues. The pilot self-ejected out of the plane causing the plane to crash into a grassy field. There is a potential release of s34 (jet fuel) among other chemicals. Caller stated some of the indicators may have radioactivity but has not been confirmed.	Aircraft	Other	10/13/2019 13:30	Brooks
Caller reported an unknown green container with unknown contents was dumped at a housing complex entrance.	Storage Tank	Dumping	12/4/2019 16:00	Fayetteville
Caller stated an auto shop is releasing motor oil, coolant, and other oils into the sewer system.	Fixed	Dumping	9/26/2020 12:00	Fayetteville
Caller stated an underground pipeline coming from a tank farm to a pump house ruptured and released gas vapors into the air.	Pipeline	Equipment Failure	1/29/2022 22:00	Peachtree City
Caller reported that personnel working for the HVAC company at the address location are releasing unknown quantity and type of refrigerant gases to the atmosphere and not	Fixed	Other	8/5/2022 12:00	Tyrone

Incident Description	Type	Cause	Date and Time	Nearest City
recovering it from equipment being serviced in the facility.				
The caller stated that a vibratory hammer at a construction site experienced a broken air relief valve, which caused an unknown amount of hydraulic oil to release into Lake Peachtree. Although the amount of material that released is unknown the caller suspects upwards of 3 gallons may have released	Mobile	Equipment Failure	5/16/2024 15:30	Peachtree City

3.4.1.4 Probability

Hazardous materials incidents typically occur multiple times a year in Fayette County, but based on qualitative analyses, majority of incidents are usually small in scale with no significant consequences. The probability of any hazardous materials incident is extremely likely (occurring every 1 year or more), while the probability of a major incident is likely (occurring every 5 to 20 years).

3.4.1.5 Impacts

Hazardous materials incidents can result in a wide range of impacts, depending on the type of material released, the location of the incident, and the surrounding environment. Potential consequences include threats to public health through exposure to toxic substances, contamination of soil and water resources, fire or explosion hazards, and disruption of local infrastructure and services.

Spills near populated areas or critical infrastructure can prompt evacuations, emergency sheltering, or temporary shutdowns of schools, transportation routes, and commercial operations. Incidents affecting surface water bodies or groundwater sources, especially those used for drinking water, may lead to long-term environmental degradation and costly remediation efforts. Public safety personnel responding to hazardous materials incidents also face significant risk of exposure if appropriate containment and protective measures are not in place.

Even relatively small-scale spills can create localized nuisances, including noxious odors, short-term health effects, and neighborhood complaints. More severe events, such as pipeline breaches or tanker rollovers, could result in substantial economic disruption, environmental damage, and long-duration clean-up operations. Additionally, hazardous materials incidents may generate public concern and erode trust in local industry or infrastructure if not managed transparently and effectively.

3.4.1.6 Multi-Jurisdictional Considerations

Hazardous materials risks are distributed across all jurisdictions in Fayette County, though the specific nature and concentration of risk factors vary. Each jurisdiction is potentially affected by the movement of hazardous materials along the county's transportation corridors and the presence of fixed facilities that generate, store, or process such materials.

- Peachtree City and Fayetteville: Both cities contain the largest concentrations of industrial and commercial activity, including RCRAInfo facilities and sites that store fuel, chemicals, and other hazardous substances. These cities are also intersected by major highways and active rail lines, making them more susceptible to transportation-related

incidents. Their denser populations and proximity to critical infrastructure, such as water supply facilities and schools, may elevate the consequences of a release.
- Tyrone: Tyrone also contains RCRAInfo facilities and is traversed by key roads used for freight transport. Though smaller in population, it has experienced several notable incidents and continues to be at risk due to its industrial base and proximity to major transportation routes.
- Brooks and Woolsey: Both towns are more rural with fewer fixed hazardous materials sites; however, transportation-related risks persist, especially in areas near rail lines or highways used for commercial deliveries.

3.4.2 Dam Failure

3.4.2.1 Hazard Description

Under the Georgia Safe Dams Act, the State of Georgia 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. The Safe Dams Program is responsible for developing and maintaining an inventory of dams, classifying dams, and ensuring compliance of all regulated dams.

Dam failure can be a catastrophic type of failure characterized by the sudden, immediate, and uncontrolled release of impounded water, or the likelihood of such an uncontrolled release with secondary impacts to downstream structures within the inundation zone. Dams fail in two ways, a controlled spillway release done to prevent full failure, or the partial or complete collapse of the dam itself. Possible reasons for dam failure include but are not limited to:

- Sub-standard construction materials/techniques
- Geological instability caused by changes to water levels during filling or poor surveying
- Sliding of a mountain into the reservoir
- Poor maintenance, especially of outlet pipes
- Human, computer, or design error
- Internal erosion, especially in earthen dams
- Earthquakes
- Terrorism

The Georgia Safe Dams Program employs a classification system for dams:

- Category I: Category I structures are those where it has been determined, should the dam ever fail, there is a probable loss of life from that failure. Category I dams are regulated under the Safe Dams Act and a permit is required from Environmental Protection Division.
- Category II: Category II are those dams where no occupied structure has been identified to be in the dam failure zone. There are no regulatory requirements for a Category II dam. The Safe Dams Program re-inventories Category II dams at least once every 5 years. The re-inventory involves checking that the dam still exists and evaluating downstream to make sure the dam is properly classified. If modifications to the dam or changes in development downstream indicate the potential for probable loss of life, the dam may be reclassified Category I.

The National Inventory of Dams also provides condition assessments:

- Satisfactory: No existing or potential dam safety deficiencies are recognized. Acceptable performance is expected under all loading conditions (static, hydrologic, seismic) in accordance with the minimum applicable state or federal regulatory criteria or tolerable risk guidelines.
- Fair: No existing dam safety deficiencies are recognized for normal operating conditions. Rare or extreme hydrologic and/or seismic events may result in a dam safety deficiency. Risk may be in the range to take further action.
- Poor: A dam safety deficiency is recognized for normal operating conditions which may realistically occur. Remedial action is necessary. Poor may also be used when uncertainties exist as to critical analysis parameters which identify a potential dam safety deficiency. Investigations and studies are necessary.
- Unsatisfactory: A dam safety deficiency is recognized that requires immediate or emergency remedial action for problem resolution.
- Not Rated: The dam has not been inspected, is not under state or federal jurisdiction, or has been inspected but, for whatever reason, has not been rated.
- Not Available: Dams for which the condition assessment is restricted to approved government users rated according to their condition by the Dam Safety Program during a visual inspection.

3.4.2.2 Location and Extent

Fayette County has 13 Category I dams and 50 Category II dams. The Category I dams are mapped and listed in Figure 3-30 and Table 3-24, respectively. Out of the Category I dams, 6 are rated as "Poor," 6 are rated as "Satisfactory," and 1 is "Not Rated".

Figure 3-30. Category I dams within Fayette County symbolized by condition (source: Safe Dams Program, National Inventory of Dams)

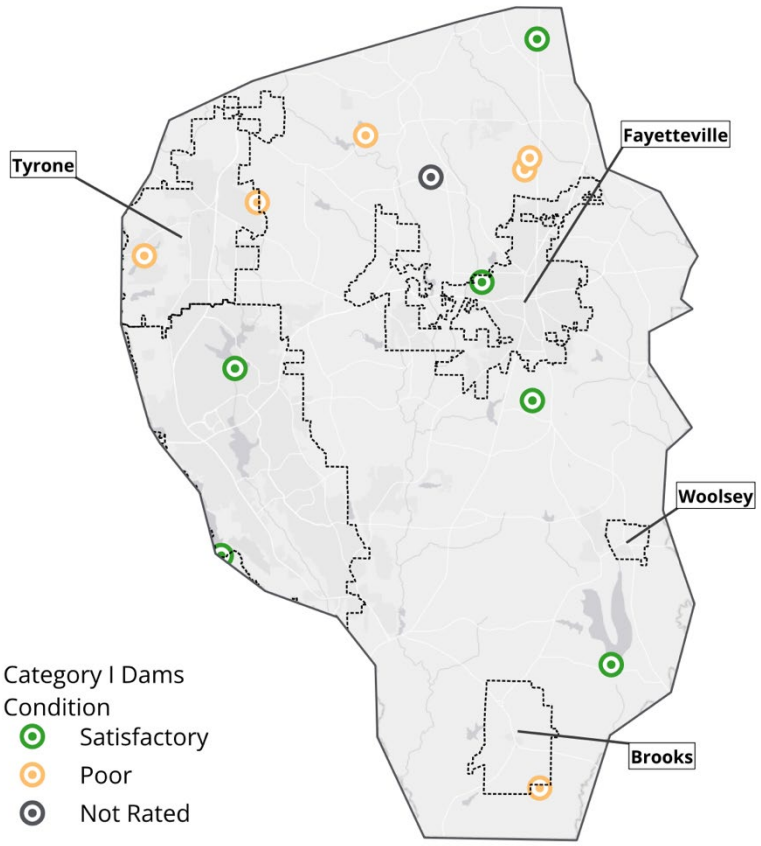


Table 3-24. Category I dams within Fayette County (source: Safe Dams Program, National Inventory of Dams)

Dam Name	Condition	Dam Height	Maximum Storage	Owner Name
Reeves Lake Dam	Not Rated	30.20	126.00	Dorothy Reeves
Bradbury Lake Dam	Poor	20.50	221.00	David and Sandi Borders; Linda McCoy; Mr. & Mrs. Jack Sprayberry
Castle Lake Dam	Poor	29.90	513.00	Wilcox, Guy R.; Bacon, William and Angela; Smith, Jonathan
Graves Lake Dam	Poor	22.00	147.00	Graves, Johnny Mrs.
Kozisek Lake Dam	Poor	27.60	380.00	Kozisek, Darrell J.; Fayette County Board of Commissioners
Margaret Phillips Lake Dam	Poor	16.00	239.00	Fayette County Board of Commissioners; Thomas Concrete of Georgia Inc
Pendleton Lake Dam	Poor	14.60	140.00	The Pendleton HOA; Benjamin Gaxiola; Town of Tyrone
Dickson Lake Dam	Satisfactory	21.40	200.00	Xavier Hill
Ford Lake Dam	Satisfactory	34.00	150.00	Mrs. Nina C. A. Tucker; Ms. Lela Hinds Peterson
Horton Creek Reservoir Dam	Satisfactory	52.00	18160.00	Fayette County Board of Commissioners
Lake Kedron Dam	Satisfactory	54.00	26648.00	Fayette County Board of Commissioners
McIntosh Reservoir Dam	Satisfactory	40.00	20800.00	Fayette County Board of Commissioners
Pye Lake Dam	Satisfactory	16.80	195.50	City of Fayetteville

3.4.2.3 Previous Occurrences

The 2024 Georgia Hazard Mitigation Strategy lists no previous occurrences of dam failure in Fayette County.

3.4.2.4 Probability

The probability of dam failure in Fayette County is unlikely (occurring every 50 years or less). While no previous occurrences of dam failure have occurred in Fayette County, the hazard is still possible, especially given the "Poor" condition of multiple Category I dams.

3.4.2.5 Impacts

Dam failure can have catastrophic consequences, particularly in areas located within downstream inundation zones. The sudden release of water may result in rapid and severe flooding, causing damage or destruction to homes, businesses, roadways, utilities, and critical infrastructure. The velocity and volume of water released during a failure event can lead to the loss of life, particularly where warning times are short and evacuation options are limited.

Beyond the immediate flooding impacts, dam failures can result in long-term environmental degradation, including soil erosion, habitat disruption, and contamination of surface water systems. Dam failures may also interrupt water supply for drinking, irrigation, and industrial use, particularly for those reservoirs owned or managed by public entities. Additionally, damaged or destroyed dams require costly and complex repairs, which can burden local budgets and resources.

3.4.2.6 Multi-Jurisdictional Considerations

While dam failure poses a county-wide hazard, the risks and potential impacts vary by jurisdiction based on the location of the dam, the extent of the downstream inundation area, and population density in affected zones. The county's areas most prone to flooding are those areas located within the 100-year floodplain and downstream from dams. The multi-jurisdictional considerations outlined in the flooding hazard section apply here as well.

3.4.3 Transportation Incident

3.4.3.1 Hazard Description

Transportation incidents refer to accidents or emergencies involving vehicles or systems that move people or goods, including automobiles, trucks, buses, railcars, and aircraft. These incidents can result in injury or loss of life, property damage, hazardous material releases, traffic disruptions, and cascading impacts on emergency response and infrastructure. Incidents of concern include highway crashes, freight train derailments, aviation accidents, and commercial truck spills.

3.4.3.2 Location and Extent

Overall, transportation incidents are a county-wide hazard and concentrated along the major transportation routes.

- Highways and Roads: 6 State Routes serve Fayette County.
    - State Route 85 runs south from I-75, through Clayton County, into Fayette County north of Fayetteville. This 4-lane highway continues south through Fayetteville where it narrows to 2 lanes and continues south into Coweta County. State Route 85 carries a range of 10,900 to 32,100 vehicles a day per various Georgia Department of Transportation (GDOT) traffic locations.
    - State Route 54 is the main east-west highway in the county. It extends from Coweta County on the west, through Peachtree City, eastward through Fayetteville, to Clayton County. All of State Route 54 within Fayette County is a 4-lane, divided highway. State Route 54 carries a range of 14,200 to 43,100 vehicles a day based on various GDOT traffic locations.
    - State Route 74 is a 4-lane highway running south from Interstate 85 south to its end at State Route 85 in unincorporated Fayette County. This major access to Interstate 85 and the Atlanta Metropolitan Area carries a range of 14,000 to 34,600 vehicles a day per various GDOT traffic locations.
    - State Route 314 extends southward from Hartsfield International Airport to its end at State Route 85 in Fayetteville. The southern portion of this highway (State Route 279 to State Route 85) is a 4-lane divided highway. This major commuting route for airport workers carries a range of 12,500 to 20,600 vehicles a day per various GDOT traffic locations.
    - State Route 279 runs south from I-285 in South Fulton County, entering Fayette County at State Route 138. It proceeds southwest across State Route 314 and ends at State Route 85 north of the City of Fayetteville. State Route 279 is a 2-lane highway and carries a range of 6,190 to 18,200 vehicles a day per various GDOT traffic locations.
    - State Route 92 extends southward from Fulton County, running northwest to southeast through Fayetteville and Woolsey, and continuing into Spalding County. It is 2 lanes throughout Fayette County, except for the section with passing lanes on State Route 92 north and the section in the City of Fayetteville where State Routes 85 and 92 merge. This highway carries commuter traffic from Griffin and Spalding

County north to the airport and the Atlanta Metropolitan Area. State Route carries a range of 6,200 to 17,400 vehicles a day per various GDOT traffic locations.

The Fayette County Road Department maintains approximately 535 miles of roads of which 50 miles are unpaved. The county maintains all roads in the unincorporated area, Brooks and Woolsey (these are included in the total of 535 miles). The Town of Tyrone, the City of Fayetteville, and the City of Peachtree City perform maintenance on their roads.

Fayette County's residents are dependent on the automobile as the major mode of transportation. Public transportation does not exist in Fayette County. While carpool and vanpool use is encouraged, its use is minimal at this time.

- Path Systems: Although unconventional, a real and growing option to automobile travel is the use of the path system for short trips. This is especially prevalent in Peachtree City, which has over 90 miles of paths that connect parks, schools, businesses, homes, places of worship, etc.
- Railroads: There are 2 rail lines running through Fayette County, Seaboard System and Norfolk Southern. The Seaboard System line runs north/south from Fulton County through Peachtree City to Senoia. Rail service to industrial areas in Peachtree City is provided by CSX Railroad on this line. The Norfolk Southern line runs east/west from Griffin through Brooks to Senoia. The Norfolk Southern line is no longer in use although the tracks are still in place.
- Airports: Falcon Field in Peachtree City, within the confines of the Peachtree City industrial area, is the county's only general aviation airport. This airport is experiencing an increase in the amount of corporate usage. A 5,768 foot all-weather-lighted runway allows this airport to accommodate corporate jets and smaller commercial airplanes. There are also a number of small private landing fields located in the county.

3.4.3.3 Previous Occurrences

Transportation incidents, especially vehicle crashes, are typically a daily occurrence in Fayette County. According to GDOT's crash data dashboard, between 2020 and 2024, Fayette County experienced:

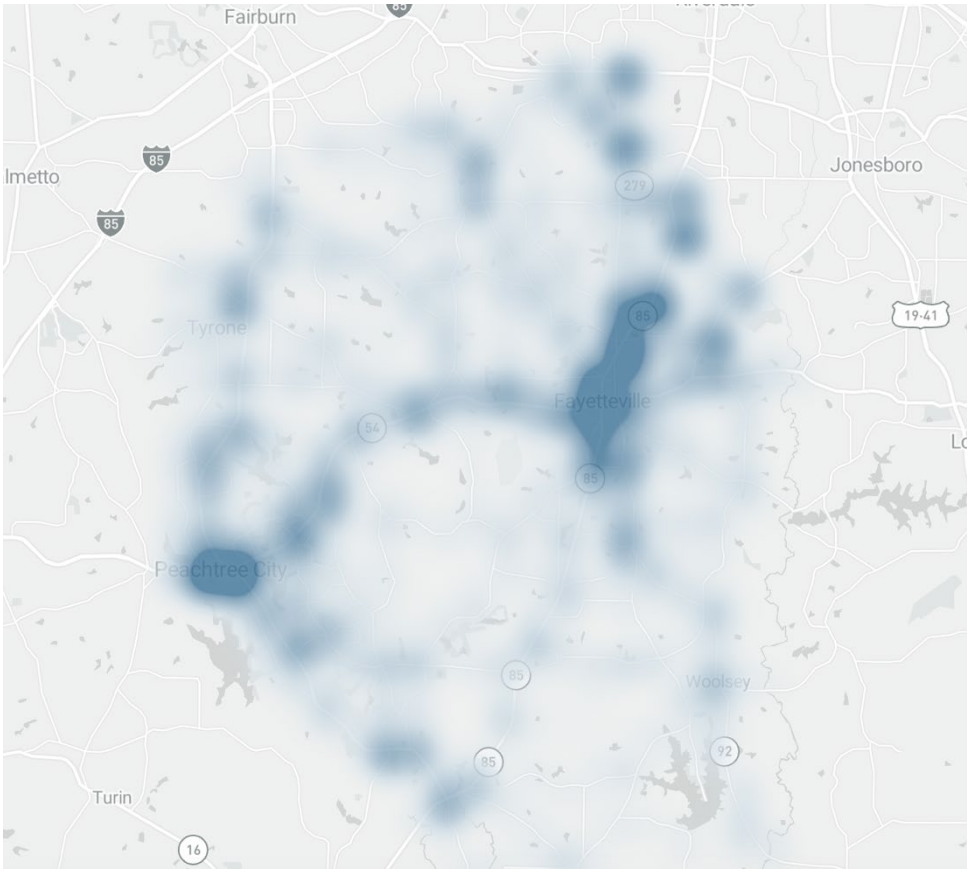
- 17,664 total crashes
  - 65 fatalities and 6,727 injuries
- The top vehicle types involved included Passenger Car, Sports Utility Vehicle, and Pickup Truck.
- The top focus areas for crashes included Intersection-Related, Distracted Driver, and Older Driver.
- The top hours of day included 3 PM, 4 PM, and 5 PM.

Table 3-25 lists the crashes by jurisdiction. Figure 3-31 maps the crashes throughout the county.

Table 3-25. Crashes in Fayette County by jurisdiction (2020 to 2024) (source: GDOT)

Jurisdiction	Number of Crashes	Percent of Total Crashes
Unincorporated Fayette County	7,931	44.9%
Fayetteville	4,435	25.11%
Peachtree City	4,322	24.47%
Tyrone	774	4.38%
Woolsey	110	0.62%
Brooks	71	0.4%

Figure 3-31. Density map of crashes in Fayette County (2020 to 2024) (source: GDOT)



In addition to vehicle crashes, notable transportation incidents that have occurred in Fayette County include:

- 2001 Train-Truck Collision in Tyrone: On November 6, 2001, a freight train collided with a passenger truck at a grade crossing in the Town of Tyrone. No injuries or fatalities were reported. The collision caused minor delays as emergency responders cleared the scene and rail service was temporarily paused.
- 2019 Canadian Snowbirds Aircraft Crash in Brooks: On October 13, 2019, a Canadian Forces Snowbirds demonstration aircraft crashed into a grassy field near Brooks after the pilot ejected from the aircraft. The pilot survived and no injuries or fatalities were reported. The crash prompted a multi-agency emergency response and temporarily restricted access to nearby roads and property during the investigation and cleanup.
- 2025 CSX Train Derailment in Fayette County: In 2025, 6 CSX freight cars derailed in Fayette County. No injuries or fatalities occurred, and no hazardous materials were released. However, the incident resulted in temporary rail service delays and required road closures near the derailment site while crews conducted inspection and recovery operations.

3.4.3.4 Probability

Transportation incidents in Fayette County are extremely likely (occurring every 1 year or more).

As population growth and development continue across the county, particularly in and around transportation corridors, the probability of transportation incidents is expected to increase.

Expanded residential and commercial areas will contribute to higher traffic volumes, greater demand on infrastructure, and increased interactions with freight and service vehicles. While large-scale incidents involving hazardous materials or mass casualties remain less common, they will become an increasingly credible risk as roadway congestion, freight activity, and exposure of people and structures all grow.

3.4.3.5 Impacts

Transportation incidents can cause significant short-term disruption and long-term consequences, depending on severity and location. Immediate impacts include injuries, fatalities, traffic delays, and road closures. More severe events may cause fires, explosions, environmental contamination, or require large-scale evacuations, particularly if hazardous materials are involved. Crashes can damage road infrastructure, utility poles, or pipelines, leading to secondary effects such as power outages or water supply interruptions. In some cases, emergency response operations may be hindered due to blocked access routes or the need for specialized HAZMAT capabilities. Aviation accidents, although rare, pose risks to both occupants and those on the ground, and rail-related incidents can disrupt freight movement, damage property, or impact public health if chemicals are released.

3.4.3.6 Multi-Jurisdictional Considerations

Transportation incident risk is distributed across all jurisdictions in Fayette County; however, the nature and consequences of these incidents vary based on local development patterns and infrastructure characteristics.

Urban jurisdictions such as Fayetteville and Peachtree City face greater potential for frequent incidents due to higher traffic volumes, denser development, and proximity to major transportation corridors such as Highways 54, 74, and 85. These areas also include key intersections, commercial hubs, and rail infrastructure, which increase the likelihood of traffic congestion, hazardous material transport, and response complexities in the event of an incident.

In contrast, Brooks, Woolsey, and large portions of unincorporated Fayette County are more rural in nature. While transportation incidents may occur less frequently, the consequences can be significant due to longer emergency response times, limited road networks, and reduced access to immediate medical or HAZMAT response. Isolated road segments may also be more vulnerable to disruption or extended closures following crashes, spills, or infrastructure damage.

3.4.4 Terrorism

3.4.4.1 Hazard Description

The Federal Bureau of Investigation (FBI) defines terrorism as violent or life-threatening acts that violate federal or state law and are intended to intimidate or coerce a civilian population, influence government policy through mass destruction, assassination, or kidnapping, or retaliate against government actions. Terrorism is usually referenced as being premeditated and politically motivated.

Terrorism is generally divided into two types: domestic terrorism and international terrorism. Domestic terrorism is defined as terroristic acts focused on facilities and populations without foreign direction. International terrorism involves activities that are foreign-based or sponsored by organizations outside of the United States. Terrorism can take many forms, including the following:

- Bombings and Explosive Attacks: The most common terrorist tactics, these involve the detonation of explosive devices intended to cause widespread destruction, casualties, and panic.
- Armed Assaults: Attacks where firearms are used to inflict mass casualties. Active shooter events fall under this category.
- Hijackings: Taking control of a vehicle, such as a plane or bus, often to fulfill a political demand or to use the passengers as hostages.
- Hostage Situations: Seizing and detaining hostages as leverage to negotiate demands or to garner media attention for a cause.
- Cyberterrorism: Attacks on information systems to disrupt critical infrastructure, steal sensitive data, or spread propaganda.
- Chemical and Biological Attacks: Involving the release of toxic chemicals or disease-causing biological agents to cause illness, death, and fear.
- Radiological and Nuclear Attacks: Using radioactive materials to cause contamination, radiation sickness, or in the case of a nuclear blast, massive destruction and long-term environmental damage.
- Vehicle Ramming Attacks: Using a vehicle to run over people in public spaces, causing injury and fatalities.
- Stabbings: Using bladed weapons to attack individuals, often with the intent to cause fear and chaos.
- Suicide Attacks: Perpetrators carry explosives on themselves or use a vehicle loaded with explosives to commit an attack, intending to kill others and themselves in the process.
- Kidnapping and Abductions: Taking someone against their will, often to demand a ransom, make a political statement, or influence government policies.
- Insider Threats: Attacks perpetrated by someone within an organization or community, exploiting their access and knowledge to conduct an attack.
- Ecoterrorism: The destruction of the natural environment or agricultural facilities, often intended to halt development or to draw attention to environmental issues.

An active threat, often referred to as an active shooter situation, is a specific type of terrorist act where an individual or group is actively engaged in killing or attempting to kill people, usually in a confined and populated area. This situation is dynamic and evolves rapidly, demanding immediate deployment of law enforcement and emergency response to stop the threat and mitigate harm to civilians. School shootings and mass shootings fall within active shooter situations.

- School Shooting: A school shooting is an incident in which an individual or group opens fire at an educational institution, such as a primary school, secondary school, or university. School shootings are often carried out by current or former students and can stem from a variety of complex motives, including mental health issues, bullying, retaliation, or ideological beliefs.
- Mass Shooting: A mass shooting is an event where a gunman shoots multiple people (typically defined as 4 or more victims, not including the shooter), usually in a single location, over a short period. The motives behind mass shootings vary and can include mental health issues, ideological extremism, or personal grievances.

3.4.4.2 Location and Extent

Terrorism and active threats are a county-wide hazard. While counterterrorism efforts can help, predicting the exact location of terrorist attacks is not possible. Generally, terrorists target densely populated or high-profile areas, making high profile infrastructure, like government

buildings, schools, tourist hubs, and airports more probable, but any location has the potential to become a target of terrorism.

The severity of terrorist threats can differ widely based on various factors, such as the methods used, the capabilities of the terrorists, and the success of preventive security measures. These methods may range from bombings and shootings to kidnappings, assassinations, and cyberattacks, often in diverse combinations. The scale of terrorism is further influenced by target selection, which can include the general public, government entities, places of worship, or vital infrastructure. The extent of terrorism may also be influenced by public support or sympathy for extremist ideologies, as well as the recruitment and radicalization of individuals into terrorist organizations. Underlying social and economic issues can also create environments that facilitate the spread of terrorist ideologies and activities.

3.4.4.3 Previous Occurrences

Fayette County has experienced several terrorism-related threats in recent decades. While none have resulted in significant violence or loss of life, these incidents underscore the continued potential for targeted attacks or politically motivated actions within the community. Notable events have included:

- March 2025: Around 350 peaceful protesters gathered at the Fayetteville Tesla service center and dealership for a “National Take Down Tesla Day” protest, part of a nationwide protest against Elon Musk's influence and budget priorities. While largely focused on policy statements and disinformation concerns, the protests included some warnings about escalation in tone.
- 2024: Residents in Fayetteville actively protested the development of data centers, including the massive QTS Data Center (now backed by Blackstone), raising concerns over power line expansions, environmental impacts, and use of eminent domain. These efforts included organized rallies such as one at Hopeful Church opposing transmission poles through residential and historic land.
- April 16, 2024: Early in the morning near Piedmont Fayette Hospital, several pieces of heavy construction equipment used by Brasfield & Gorrie (a lead contractor on the Atlanta Public Safety Training Center) were set ablaze. Police characterized it as suspected arson and began investigations in coordination with state and federal agencies. The act was committed in opposition of the training center, which protesters call "Cop City."
- November 15, 2022: A Fayette County high school student was arrested and charged with domestic terrorism and terroristic threats and acts after the student made 2 social media posts that were directed at 2 Fayette County schools.

3.4.4.4 Probability

Based on historic data, the probability of a terrorist incident in Fayette County is classified as unlikely (occurring every 50 years or less). However, the risk of active shooter or targeted violence events is increasing, particularly in schools and public facilities. Given the national increase in mass shootings and the growing accessibility of online extremist content, the likelihood of an active threat scenario occurring locally is higher than that of a large-scale coordinated terrorist attack. Continued population growth and higher-profile infrastructure in the county may increase exposure over time.

3.4.4.5 Impacts

Terrorism and active shooter incidents can result in severe physical, emotional, and psychological impacts. The most immediate consequences include loss of life, serious injuries, psychological trauma, and damage to property. These events can also lead to long-term community disruption, strained emergency response resources, and reduced public confidence in safety and security systems. Active shooter incidents in schools or other public spaces may have particularly devastating impacts on youth, families, and educational continuity. Beyond the physical impacts, terrorism can disrupt critical systems, delay government operations, damage reputations, and generate widespread fear within the community.

3.4.4.6 Multi-Jurisdictional Considerations

Terrorism is a county-wide concern in Fayette County, with potential targets such as schools, government offices, and public spaces present in every jurisdiction. However, urban areas like Peachtree City and Fayetteville are more susceptible due to their higher population densities, and major public venues and critical infrastructure. Further, the development of Trilith, increases potential exposure to targeted threats due to its visibility and workforce traffic. Additionally, the growth of data centers in the region introduces new challenges, as these facilities represent critical infrastructure with high-value digital assets and operational vulnerabilities that may appeal to cyber or physical threat actors. Moreover, private and charter schools within the county often have less integrated emergency coordination with the county's 911 and public safety systems compared to public schools, which could complicate response times and unified crisis communication during an active threat or emergency event.

3.4.5 Infrastructure Failure

3.4.5.1 Hazard Description

Infrastructure failure refers to the breakdown or malfunctioning of essential systems and services that support daily life, including electricity, water supply, sewage treatment, natural gas, telecommunications, and transportation networks. These failures can result from various causes such as:

- Natural Disasters: Events like hurricanes, floods, earthquakes, and wildfires can severely damage infrastructure and utilities, disrupting services due to physical destruction or power outages.
- Aging Infrastructure: Over time, infrastructure elements such as bridges, roads, and water pipes deteriorate, leading to increased risk of failure without adequate maintenance and upgrades.
- Cyber Attacks: Targeted attacks on digital systems that control utilities and infrastructure can lead to shutdowns or malfunctions in essential services like electricity and water supply.
- Technical Failures: Equipment malfunctions or failures within power plants, water treatment facilities, or telecommunications networks can disrupt services due to inherent mechanical or electrical issues.
- Human Error: Mistakes made during the operation, maintenance, or construction of infrastructure can lead to utility failures, such as cutting a major power line or improperly managing a dam.
- Terrorist Attacks: Deliberate attacks aimed at infrastructure targets can cause significant damage, intended to disrupt services and create chaos.
- Overload and Demand Surges: Infrastructure and utilities can fail when demand exceeds the capacity, such as power grids during heatwaves or water systems in drought conditions.

- Poor Planning and Management: Lack of foresight in infrastructure development and inadequate risk management can lead to vulnerabilities, exposing systems to a higher risk of failure.
- Economic Constraints: Financial limitations can lead to deferred maintenance and underinvestment in infrastructure, increasing the likelihood of failures due to outdated or worn-out equipment.

3.4.5.2 Location and Extent

Infrastructure failure is a county-wide hazard that can occur anywhere essential utilities and services are present. Key areas of concern include transportation corridors, electrical substations, water treatment facilities, major roadways and bridges, telecommunication hubs, and public service infrastructure. The extent of a failure can range from localized power outages or water disruptions to widespread system breakdowns affecting multiple jurisdictions.

3.4.5.3 Previous Occurrences

The 2024 Georgia Hazard Mitigation Strategy lists no notable previous occurrences of infrastructure failure in Fayette County While no catastrophic infrastructure failures have been recorded in Fayette County in recent years, intermittent utility service disruptions, such as power outages from severe weather, localized water main breaks, or telecommunications failures, have occurred. For example, ice storms and thunderstorms have caused temporary power loss and flooding has occasionally disrupted transportation infrastructure. These incidents are typically short-term and quickly resolved.

3.4.5.4 Probability

The probability of infrastructure failure in Fayette County is extremely likely (occurring every 1 year or more), but these incidents are usually minor disruptions.

3.4.5.5 Impacts

Infrastructure failure can disrupt essential services such as electricity, water, wastewater, transportation, and communications, leading to significant public safety and economic impacts. Residents may experience loss of heating or cooling, water shortages, or inability to access emergency services. Businesses and healthcare facilities may also face interruptions, affecting commerce and health outcomes. In prolonged cases, failures can lead to public health concerns, especially if sanitation systems are impacted or water becomes unsafe to consume.

3.4.5.6 Multi-Jurisdictional Considerations

Infrastructure failure can affect all jurisdictions in Fayette County, but impacts may differ based on system design, capacity, and location. Urban areas, such as Fayetteville and Peachtree City, typically rely on more complex and interconnected infrastructure systems, increasing their vulnerability to cascading failures. In contrast, rural areas, such as Woolsey and Brooks, may have fewer systems in place, but they also face longer service restoration times and limited backup resources

3.4.6 Emergent Infectious Disease

3.4.6.1 Hazard Description

An infectious disease is an illness caused by pathogens such as bacteria, viruses, fungi, or parasites. Diseases such as influenza, pertussis, tuberculosis, and meningitis are examples of infectious diseases that can pose a threat to a community's population. The spread of these

diseases can occur through multiple pathways, including direct contact between individuals, airborne respiratory droplets, ingestion of contaminated food or water, bites from vector organisms like mosquitoes, or interaction with infected animals.

Emergent infectious diseases are those that are appearing in a population for the first time. Re-emergent infectious diseases are those that may have previously existed in a population, but levels had dropped to the point where it was no longer considered a public health problem until levels once again began increasing.

The extent of an infectious disease can be measured based on the following classification:

- An isolated case of a high-consequence disease: One or more cases of a particularly serious disease (e.g., botulism), whose further spread is unlikely, but place significant strain on the resources required to isolate and provide treatment for the infected.
- Institutional outbreak: Two or more cases of similar illness with a common exposure at an institution (e.g., a school, nursing home, correctional facility).
- Epidemic: An increase, often sudden, in the number of cases of a disease above what is normally expected in that population in that area.
- Pandemic: An epidemic that has spread over several countries or continents, usually affecting many people.

Novel transmissible diseases, diseases caused by newly identified pathogens, pose significant concern due to their ability to emerge and spread within human populations unexpectedly, reaching pandemic levels. The rise of novel transmissible diseases can be attributed to various factors, including shifts in human behaviors, urban development, deforestation, changes in climate, extensive global travel, and human encroachment into previously undisturbed natural areas. Key features of these diseases include:

- Emergence of a New Pathogen or Strain: Often, novel diseases arise from a pathogen or a new strain of a known pathogen that humans have not encountered before. These can emerge through genetic changes, transmission from animals to humans (zoonotic transmission), or when a pathogen enters a new area where it was not previously found.
- Capability for Human-to-Human Transmission: Novel diseases can spread among humans via various means such as direct physical contact, airborne droplets, contact with contaminated objects, and other transmission routes.
- Challenges in Control: The novelty of these diseases means there may be little to no pre-existing immunity in the human population, presenting significant hurdles for public health systems in terms of monitoring, diagnosing, managing, and curbing the spread of the disease.

3.4.6.2 Location and Extent

Emergent infectious diseases represent a county-wide hazard with the potential to affect both human and animal populations. Human disease outbreaks can occur anywhere people live, work, and gather. Locations of heightened concern include schools, long-term care facilities, hospitals, public buildings, and densely populated areas.

In addition to human health risks, animal-borne diseases, such as Avian Influenza or other zoonotic illnesses, pose a significant threat, particularly in rural and agricultural areas. Fayette County's agricultural economy includes numerous poultry, livestock, and equine operations that could be vulnerable to outbreaks. Animal diseases can spread through direct contact, contaminated feed, water sources, or migratory wildlife, and often require aggressive containment measures such as quarantines, mass culling, and transport restrictions.

The extent of disease spread may range from isolated institutional outbreaks to widespread community transmission or even global pandemics, depending on the pathogen and public health response capacity.

3.4.6.3 Previous Occurrences

Fayette County has experienced several significant emergent infectious disease events in recent decades with notable events including:

- H1N1 Swine Flu: The 2009 to 2010 H1N1 Swine Flu pandemic affected the Central Georgia region, with 1,286 confirmed cases and 33 deaths statewide. The disease primarily impacted individuals between the ages of 5 and 29, resulting in a mortality rate of approximately 2.5%, slightly below that of the 1918 to 1919 Spanish Flu pandemic.
- COVID-19: The 2019 to 2020 COVID-19 pandemic, caused by the novel coronavirus SARS-CoV-2, spread rapidly across the globe. As of March 27, 2024, the Georgia Department of Public Health reported 24,275 confirmed cases in Fayette County with 344 confirmed deaths and an additional 58 probable deaths.

3.4.6.4 Probability

The probability of future emergent infectious disease outbreaks in Fayette County is likely (occurring every 5 to 20 years). Given the continued global movement of people and urban development, the conditions that lead to novel disease emergence are expected to persist.

3.4.6.5 Impacts

Unlike other most other hazards, infectious disease events have limited impacts on infrastructure, but the hazard has significant short-term and long-term effects on people, animals, the economy, and operations. Major impacts include:

- Immediate health consequences, including widespread illness and increased mortality rates.
- Post-recovery health issues such as long-term organ damage or chronic conditions.
- Mental health challenges including post-traumatic stress disorder (PTSD), depression, and anxiety disorders.
- Social disruption due to isolation and quarantine measures, as well as the need for social distancing.
- Economic slowdown due to decreased consumer spending, mandated business closures, and disrupted workforce participation.
- Strains on healthcare resources such as hospital beds, medical staff, and emergency services.
- Immediate closures of educational institutions and shifts to online learning with potential long-term educational gaps.
- Loss of livestock or poultry due to disease outbreaks, including required culling or quarantining of affected populations.
- Disruption to agricultural supply chains, including feed, labor, and product distribution.
- Significant financial losses to local farmers and agriculture businesses.
- Increased burden on animal health systems, including veterinary services and regulatory oversight.

3.4.6.6 Multi-Jurisdictional Considerations

Emergent infectious disease risk is distributed across all jurisdictions in Fayette County; however, the nature and scale of potential impacts vary based on population density, available healthcare infrastructure, and economic activity.

Urban jurisdictions such as Fayetteville and Peachtree City face greater potential for widespread transmission due to higher population densities, large school systems, long-term care facilities, and concentrations of commercial and public gathering spaces. These areas also host key healthcare infrastructure, which plays a critical role in detection, treatment, and containment but can become quickly overwhelmed during a widespread outbreak.

In contrast, Brooks, Woolsey, and rural portions of unincorporated Fayette County may experience fewer cases due to lower population density but face other challenges such as limited access to medical services, longer response times, and reduced public health staffing. These areas also contain much of the county's agricultural activity, making them more susceptible to economic disruption in the event of an animal disease outbreak.

3.4.7 Cyberattack

3.4.7.1 Hazard Description

A cyberattack is an offensive action that targets computer information systems, infrastructures, computer networks, or personal computer devices, using various methods to steal, alter, or destroy data or information systems. These attacks can be launched by individuals or groups with malicious intent to exploit vulnerabilities for various reasons, such as financial gain, espionage, personal grudges, or to disrupt services. Cyberattacks can take many forms, including viruses, worms, trojan horses, ransomware, phishing, Denial of Service attacks, and Advanced Persistent Threats. Although cybersecurity incidents occur almost daily, the efficacy of the "threat actors" or type of attacks, can vary significantly and be classified into three categories:

- Hacktivists and Petty Criminals: Constitute most cyber-attacks on the internet, typically conducted by single individuals or small unaffiliated groups. These unstructured attacks exploit unprotected targets with known vulnerabilities and can be completely automated, using little technical skill and sophistication.
- Organized Crime and Cyberterrorists: Target a specific person or entity for financial gain, intellectual property, or blackmail. These structured attacks, for instance a Distributed Denial-of-Service or intellectual property theft, tend to be more organized and planned, and often rely on insider knowledge.
- Sophisticated Nation States: Although fewest in number, these adversaries conduct reconnaissance over long periods of time, with extreme preparation and organization. These highly structured attackers use multiple methods of reconnaissance and multiple attack techniques to achieve their goal that may combine a physical attack with a cyber incident.

3.4.7.2 Location and Extent

The entirety of Fayette County is vulnerable to cyberattacks, especially given the pervasive use of the internet and connected devices in individual, business, and government capacities. The severity of cyberattacks can range widely with some attacks affecting an individual to other attacks spanning the entire county or broader region.

3.4.7.3 Previous Occurrences

The 2024 Georgia Hazard Mitigation Strategy provides a subset of notable cyberattacks that occurred in the State. The list does not specify the affected jurisdictions, but includes the following for the entire State:

- Colonial Pipeline Attack (April 2021): Shut down the largest fuel pipeline in the US for 5 days, causing panic buying of fuel, leading to fuel shortages and outages in many areas. The supply chain took several weeks to recover.
- 15 Ransomware Attacks
- 5 Office 365 Compromises
- 3 Website Defacements
- 2 Network Compromises
- 2 Supply Chain Attacks
- 1 Third Party Vendor
- 1 End Point Compromise
- 1 Typo Squatting

Within Fayette County, in July 2023, Fayette County Fire and Emergency Services experienced a data breach involving its billing services provider, EMS Management and Consultants (EMS | MC). The breach was linked to a zero-day vulnerability in the MOVEit Transfer software by Progress Software Corp., which EMS | MC utilized. An unauthorized actor exploited this vulnerability on May 30, 2023, accessing a server and extracting data. Subsequent investigations revealed that 94 files containing sensitive information of 2,625 individuals associated with Fayette County Fire and Emergency Services were compromised. While there was no evidence of misuse of the compromised information, EMS | MC notified affected individuals.

3.4.7.4 Probability

Cyberattacks are extremely likely (occurring every 1 year or more), but are most prevalent on the individual-level. While cyber security is advancing, cyberattacks are still expected to persist at the same or an increased rate because of the combination of (1) the continued evolution of cyber criminals and advancement in sophisticated techniques and (2) the increased reliance on computers, devices, email, the internet, and other technologies.

3.4.7.5 Impacts

Cyberattacks can have significant operational and financial impacts. At any level, a breach in cybersecurity could lead to the exposure of sensitive data, affecting not only operations but also privacy and security – this is especially concerning for governmental, medical, and financial institutions. For instance, a successful attack on municipal databases could reveal personal information, financial records, or confidential communications, jeopardizing the integrity of the county's data systems and eroding public trust in the county's ability to safeguard information. Additionally, a cyberattack could disrupt the delivery of critical services such as emergency response and utility management.

The economic impact of a cyberattack on Fayette County's economy could be substantial, particularly if it affects the service sector, which includes education, healthcare, and financial services. Businesses may suffer due to compromised data, theft of intellectual property, or operational downtime. The costs associated with responding to a cyberattack, including mitigation, increased cybersecurity measures, and reputational damage control, can be significant. For small businesses, which may lack the resources for sophisticated cybersecurity defenses, the impact can be devastating, potentially leading to closure and job losses.

3.4.7.6 Multi-Jurisdictional Considerations

Cybersecurity threats span all jurisdictions within Fayette County equally due to the interconnected nature of digital systems and internet-based services. Government agencies, school districts, utilities, emergency services, and individuals in each jurisdiction rely on networked platforms for communication, operations, and service delivery, making them vulnerable to a wide range of cyber threats. Because cyber threats are not constrained by geographic or jurisdictional boundaries and can target systems regardless of physical location, there are no meaningful multi-jurisdictional considerations in terms of varying exposure or vulnerability.

3.5 Vulnerability Assessment

Requirement 201.6(c)(2)(ii)

The goal of profiling the location, extent, previous occurrences, probability, and impacts of each of the above hazards is to be able to summarize the vulnerabilities of Fayette County, so the planning team can develop a strategy to increase the county's resiliency. Based on the analysis above, the LHMPC identified the vulnerabilities, written as problem statements, in Table 3-26.

Table 3-26. Vulnerability assessment results performed by the LHMPC

Hazard(s)	Vulnerability Problem Statement
Thunderstorm	Residents may be caught outdoors with little warning of approaching storms. Residents may be unfamiliar with available early warning systems and weather apps.
Thunderstorm; Winter Storm; Tornado; Tropical Cyclone; Infrastructure Failure	Prolonged power outages can present significant problems, such as impacting essential services, local business, and the well-being of individuals.
Thunderstorm; Winter Storm; Tornado; Tropical Cyclone	Downed trees pose significant problems due to safety hazards, property damage, power lines, economic impacts, and possible environmental impacts. Furthermore, some tree removal on right-of-way areas may require strategic aerial cutting.
Winter Storm	Winter storms could pose problems due to accumulation of snow, sleet, or rain causing significant hazards to road safety and mobility, leading to increased traffic accidents and road maintenance issues.
Flooding	Some culverts throughout Fayette County are undersized, resulting in frequent localized flooding, posing risks to transportation access, public safety, and adjacent properties.
Flooding	Critical facilities, including the water intake at Flint River and the City of Fayetteville's wastewater treatment plant, are located within the 100-year floodplain.
Tornado	All residents do not have access to a suitable shelter location, particularly those in vulnerable housing, from tornadic activity.
Drought; Wildfire	Wildfires can place significant demands on staff resources while essential services must continue uninterrupted; access to wildfires could endanger emergency responders and residents.
Drought	Decreased water availability under drought conditions could force local jurisdictions to rely on alternate water sources, such as wells.
Wildfire	Livestock owners may lack the resources or infrastructure needed to safely relocate animals during a wildfire event.

Earthquake	Earthquakes can damage underground infrastructure, which can disrupt essential services, creating safety and health issues for the public.
Earthquake	Earthquakes can cause structural damage to critical facilities, disrupting delivery of essential services.
Earthquake	Earthquakes can damage safety systems in industrial facilities, increasing potential for hazardous conditions or releases.
Extreme Temperature	Vulnerable populations, such as older adults, residents without adequate warming and cooling systems, and residents with underlying health conditions, may be more susceptible to temperature extremes due to increased risk of heat- or cold-related illness, hospitalization, or mortality.
Extreme Temperature	During extreme temperatures, pets are vulnerable to serious health risks, such as heatstroke, dehydration, hypothermia, and frostbite. Pets can also suffer from burned paw pads, ingestion of harmful substances, like ice melt products, and overexertion.
Hazardous Material	Hazardous material incidents, including releases during railroad derailments, require coordinated, multi-jurisdictional responses to prevent significant consequences.
Hazardous Material; Transportation Incident	Transportation incidents involved hazardous material can cause significant short and long-term environmental and health consequences to the community.
Dam Failure	Multiple dams located in Fayette County are vulnerable to failure based on “poor” condition ratings, including Kozisek Lake Dam and Margaret Phillips Lake Dam.
Dam Failure	Multiple dams located throughout the county are under private ownership, making mitigation activity and enforcement difficult.
Transportation Incident	Transportation incidents can cause a significant increase in traffic congestion.
Terrorism	A terrorist attack has the potential to completely overwhelm emergency and medical services so that effective assistance is unable to be provided until the incident is stabilized.
Terrorism	A terrorist impact may cause significant disruption of infrastructure and services well past the initial incident. This disruption may hinder recovery.
Terrorism	Private schools and charter schools within the county often have less integrated emergency coordination with the county’s 911 and public safety systems compared to public schools, which could complicate response times and unified crisis communication during an active threat or emergency event.
Infrastructure Failure	An infrastructure failure event could result in the simultaneous loss of essential services such as water and sewer, flooding of critical systems, and limited access for emergency response and residents, severely disrupting daily operations and public health across affected areas.
Emergent Infectious Disease	Fayette County is located near Hartsfield-Jackson Atlanta International Airport, making the county vulnerable to transmissions from foreign sources.
Emergent Infectious Disease	In the event of a large-scale infectious disease outbreak, local healthcare resources are likely to be overwhelmed, and regional mutual aid may be limited or unavailable, hindering the ability to provide both immediate and long-term care for affected individuals.
Emergent Infectious Disease	A major outbreak could significantly disrupt the local economy by limiting workforce availability, supply chains, and transportation,

	ultimately restricting community access to essential services, employment, and food security.
Cyberattack	Fayette County utilizes outdated systems, often unsupported by vendors, creating easily exploitable security vulnerabilities.
Cyberattack	Fayette County employees are frequently susceptible to social engineering, acting as easy entry points for attackers.
Cyberattack	County governments, including Fayette County, hold high-value sensitive data and maintain critical services, making them prime targets for cyberattacks.

Chapter 4 Hazard Mitigation Strategies

4.1 Summary of Updates for Chapter 4

The following table provides a description of each section of this chapter and a summary of the changes that have been made to the Fayette County Hazard Mitigation Plan 2020.

Chapter 4 Section	Updates
Capability Assessment	New section – not in 2020 Plan
Goals and Objectives	Verbiage updated
Identification and Analysis of Mitigation Techniques	Verbiage updated Updated mitigation action tables to reflect changes since the 2020 Plan and new actions for this Plan

4.2 Capability Assessment

Requirement 201.6(c)(3)

Each participant in Fayette County brings a diverse and robust set of tools to support mitigation planning and implementation. These tools include established regulations, staffing structures, planning documents, and funding mechanisms. Together, they create a framework of institutional knowledge and operational readiness that enables each jurisdiction to take proactive steps toward risk reduction.

This capability assessment serves not only as a record of what is currently in place but also as a strategic guide for aligning mitigation goals with available resources. For example, all jurisdictions implement land use planning tools such as zoning ordinances, subdivision regulations, and stormwater management requirements, which provide a legal basis for regulating development in flood-prone or otherwise hazardous areas. Building codes adopted across the County are based on Georgia's state minimum codes, ensuring new construction and substantial improvements meet minimum safety standards related to structural integrity, fire resistance, and flood resilience. These building codes and development ordinances are enforced locally by staff and supported by technical personnel.

Table 4-1 documents the existing capabilities within Fayette County with notes, as applicable. The assessment illustrates that most jurisdictions also have access to specialized plans, such as Capital Improvement Plans and Comprehensive Plans, that directly support hazard mitigation by guiding infrastructure investments, managing growth, and sustaining critical services during disasters. Moreover, enforcement and planning duties are supplemented by qualified staff across jurisdictions, including emergency managers, civil engineers, and geographic information systems (GIS) specialists – roles essential for both long-range planning and real-time disaster response. Finally, the availability of financial resources, including general funds, Special Purpose Local Option Sales Tax (SPLOST) revenues, federal mitigation grants, and capital improvement funds, ensures jurisdictions can finance mitigation priorities. Education and outreach capabilities, through social media, school programs, and public safety apps, further strengthen community engagement in hazard awareness and preparedness.

Taken together, these capabilities demonstrate that each participating jurisdiction is well-positioned to support and implement mitigation strategies, particularly through the use of existing regulatory, administrative, and technical infrastructure, but the following section

expands on this table by describing keyways the County and its municipalities can expand and improve the identified capabilities to achieve mitigation.

Table 4-1. Capability assessment for Fayette County

Capability Type	In Place	Notes
Plans		
Capital Improvements Plan	Yes	
Comprehensive/Master Plan	Yes	
Continuity of Operations Plan	Yes	Plan is more departmental based, not centralized
Economic Development Plan	Yes	
Land Use Plan	Yes	
Local Emergency Operations Plan	Yes	
Stormwater Management Plan	Yes	
Transportation Plan	Yes	On county-level with input from all municipalities – Safety Action Plan
Land Use Planning and Ordinances		
Building Code	Yes	Based on state minimum codes
Flood Insurance Rate Maps	Yes	
Floodplain Ordinance	Yes	
Substantial Damage Plan	Yes	
Stormwater Ordinance	Yes	
Subdivision Ordinance	Yes	
Zoning Ordinance	Yes	
Administrative		
Chief Building Official	Yes	Position exists for all jurisdictions or covered by Fayette County Some jurisdictions use contractors
Civil Engineer	Yes	Position exists for all jurisdictions or covered by Fayette County
Community Planner	Yes	Position exists for all jurisdictions or covered by Fayette County
Emergency Manager	Yes	Position exists for all jurisdictions or covered by Fayette County
Floodplain Administrator	Yes	Position exists for all jurisdictions or covered by Fayette County
GIS Coordinator	Yes	Position exists for all jurisdictions or covered by Fayette County
Planning Commission	Yes	Recommending body
Technical		
Grant Writing	Yes	Done internally – no dedicated grant writers
GIS Analysis	Yes	
Financial		
Capital Improvements Project Funding	Yes	
General Fund	Yes	
Special Purpose Local Option Sales Tax (SPLOST)	Yes	
Federal Funding Programs	Yes	Most frequent use of FEMA grants

Capability Type	In Place	Notes
Impact Fees for New Development	Yes	Restricted to fire services at county-level (not available for hazard mitigation use) Restricted to use for fire services, transportation, police, and parks and recreation for Fayetteville and Peachtree City
Stormwater Utility Fee	Yes	Only available for Fayetteville and Peachtree City
Education and Outreach		
Community Newsletters	Yes	
Hazard Awareness Campaigns	Yes	Storm Ready through 2027 Fayette County Fire, EMS, EMA app
Social Media	Yes	
School Programs	Yes	Local law enforcement works with schools to run drills

4.2.1 Expansion and Improvement of Capabilities

While the County's current capabilities are extensive and varied, the mitigation process includes continual expansion and improvement of mitigation capabilities to better protect residents, infrastructure, and natural resources from the increasing threats posed by hazards.

The County and its municipalities can expand and improve the identified capabilities for achieving mitigation as follows:

- Enhance Planning and Regulatory Capabilities
  - Work to strengthen the collaboration and consistency of planning documents across jurisdictions by promoting regional planning workshops and joint mitigation exercises.
  - Explore the adoption of building codes that exceed the state minimums, while acknowledging the current resistance from developers and builders. This may involve education campaigns to communicate the long-term cost savings and safety benefits of more stringent codes.
- Strengthen Administrative and Technical Capabilities
  - Work toward a more centralized and coordinated GIS capability across all jurisdictions to streamline hazard mapping, vulnerability analysis, and data-sharing for emergency planning and response.
  - Increase staffing in key technical and administrative roles, especially within the Building Official's Office, to enhance the enforcement of codes and timely review of development applications in high-risk areas.
- Increase Financial Capabilities
  - Encourage the Board of Commissioners to shift from a reactive to a proactive funding model by identifying long-term investment strategies for resilience.
  - Place a greater emphasis on prioritizing and funding stormwater improvements, acknowledging that current resources are insufficient to address the backlog of drainage and infrastructure concerns.

4.3 Goals and Objectives

Requirement 201.6(c)(3)(i)

Ensuring that state and local governments, public-private partnerships, and residents can recognize the results of mitigation efforts requires setting goals and strategies that are both realistic and achievable. The mitigation goals and objectives along with the risk assessment 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 Fayette County have largely remained the same since the last Plan update in 2025; however, the Plan now includes a greater emphasis on addressing technological hazards, particularly cyberattacks, in response to increasing reliance on digital infrastructure and recent incidents that have exposed new vulnerabilities. This expanded focus ensures that the County's mitigation strategy reflects evolving threats alongside traditional hazards.

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
GOAL 5: Respond promptly, appropriately, and efficiently in the event of natural or technological hazards

The below objectives state a more specific outcome that Fayette County strives to accomplish over the next 5 years. Action steps are the specific steps necessary to achieve these objectives. Objectives are not listed in order of importance.

OBJECTIVE 1: Reduce damage to property and loss of life through the utilization of preventative activities
OBJECTIVE 2: Minimize the damage to property and loss of life through property protection measures
OBJECTIVE 3: Minimize the damage to property and loss of life through natural resource protection activities
OBJECTIVE 4: Reduce damage to property and loss of life through the utilization of structural mitigation projects
OBJECTIVE 5: Increase the ability of Fayette County, its municipalities, and its citizens to respond to natural and manmade hazards through emergency service measures
OBJECTIVE 6: Increase public education and awareness of natural hazards
OBJECTIVE 7: Minimize the impacts on local citizens, industry, and infrastructure of a technological hazard
OBJECTIVE 8: Implement additional protective measures and capabilities in response to human-caused incidents
OBJECTIVE 9: Increase public awareness of local human-caused hazards and proper response to those hazards

4.4 Identification and Analysis of Mitigation Techniques

Requirement 201.6(c)(3)(ii)

In updating Fayette County's mitigation strategy, a wide range of activities were considered to help achieve the mitigation goals and objectives. This includes the following activities as by the Emergency Management Accreditation Program (EMAP):

- The use of applicable building construction standards;
- Hazard avoidance through appropriate land-use practices;
- Relocation, retrofitting, or removal of structures at risk;
- Removal or elimination of the hazard;
- Reduction or limitation of the amount or size of the hazard;
- Segregation of the hazard from that which is to be protected;
- Modification of the basic characteristics of the hazard;
- Control of the rate of release of the hazard;
- Provision of protective systems or equipment for both cyber and/or physical risks;
- Establishment of hazard warning and communication procedures; and
- Redundancy or duplication of essential personnel, critical systems, equipment, and information materials.

4.4.1 Review of Previous Mitigation Actions

Requirement 201.6(d)(3)

For this Plan update, the Local Hazard Mitigation Planning Committee (LHMPC) was provided with a complete list of previously identified mitigation actions and asked to review the status of the actions. Each action was assigned one of the following status values:

- Completed: The action has been fully completed.
- Delete: The action has not been completed and has been removed from consideration (reasoning provided in table).
- In progress, carry over: The action is in progress, but has not been fully completed and will be carried over to this Plan.
- Not completed, carry over: The action was not started and will be carried over to this Plan.
- Not completed, carry over and modify: The action was not started and will be carried over to this Plan, but with modifications (reasoning provided in table).
- Ongoing, carry over: The action is completed and has become an ongoing activity or capability.

Table 4-2 lists the mitigation actions from the 2020 Plan with their current statuses.

4.4.2 Mitigation Actions

Requirement 201.6(c)(3)(iv)
Requirement 201.6(c)(3)(iii)

An updated list of mitigation actions (Table 4-3) was developed by combining "In progress, carry over", "Not completed, carry over", "Not completed, carry over and modify" (after applicable revisions), and "Ongoing, carry over" actions from the 2020 Plan with newly identified mitigation actions.

Table 4-3 provides specific details concerning each identified mitigation action, including the expected time frame, cost, assigned lead agency, assigned support agency (if applicable), and potential funding sources. The priority of each mitigation action was determined 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.

Table 4-2. Mitigation actions included in the 2020 Plan with current statuses

2020 ID	Mitigation Action	Lead and Supporting Agency, Department, Organization *Jurisdiction*	Progress and Status (for 2025 Plan)	Notes
OBJECTIVE 1: Reduce damage to property and loss of life through the utilization of preventative activities				
1.a	Develop a strategy for the reduction of flooding in the Tinsley Mill Condominium Complex	Peachtree City Engineering *Fayette County and City of Peachtree City*	Not completed, carry over	
1.b	Acquire flood prone property in Fayette County, Peachtree City, Fayetteville, and Tyrone	Fayette County, Peachtree City, Fayetteville, and Tyrone Environmental Management *Fayette County, City of Peachtree City, City of Fayetteville, and Town of Tyrone*	Ongoing, carry over	Progress has been completed since the last Plan, including acquisitions on Honeysuckle Lane, Emerald Lake
1.c	Continue to enforce floodplain management requirements, including regulating new construction in SFHA	Fayette County and Municipal Environmental Management *All Jurisdictions*	Ongoing, carry over	
1.d	Waterproof homes in the City of Fayetteville that collect water and cause moisture problems for residents	Property Owners and City of Fayetteville *City of Fayetteville*	Delete	Delete as not within Jurisdiction's authority
1.e	Implement drainage project at Stonewall Apartments in Fayetteville	Property Owner *City of Fayetteville*	Not completed, carry over	
1.f	Strictly enforce the countywide outdoor burning ban from May to October to prevent wildland fires	County and Municipal Fire Departments *All Jurisdictions*	Ongoing, carry over	
1.g	Establish a system for recording hazard mitigation plan monitoring for inclusion in the next Plan update	Fayette County EMA *All Jurisdictions*	Not completed, carry over and modify	Modify to also include awareness of grant availability
1.h	Perform study of stormwater needs at Booker Avenue to determine best course of action to divert stormwater away from homes	Fayetteville Public Services *City of Fayetteville*	Completed	Study and work have been completed
1.i	Perform engineering study on Fenwyck Commons Draining Project	Fayette Public Services and Private Owners *City of Fayetteville*	Completed	Recommendations were provided to HOA and identified as private property concern
1.j	Maintain and enforce the Erosion and Sediment Control Act	Fayette County Public Works *All Jurisdictions*	Ongoing, carry over	

OBJECTIVE 2: Minimize the damage to property and loss of life through property protection measures				
2.a	Install generator and transfer switch at Tyrone Municipal Complex	Tyrone City Council *Fayette County and Town of Tyrone*	Completed	
2.b	Encourage retrofitting of existing and future public schools with special high wind resistant film for doors and windows	Fayette County BOE *All Jurisdictions*	Not completed, carry over	
2.c	Encourage retrofitting of existing and future county and municipal buildings with special high wind resistant film for doors and windows	Fayette County EMA and BOC *All Jurisdictions*	Not completed, carry over	
2.d	Purchase backup mobile generator and automated transfer switch for the City of Fayetteville Public Services Department	Fayetteville Public Services Department *City of Fayetteville*	Not completed, carry over	Funding has been acquired
2.e	Purchase backup mobile generator and enclosed trailer with lighting system for the Fayette County School System	Fayette County BOE *All Jurisdictions*	In progress, carry over	Completed for most schools, but not all
2.f	Upgrade the 20-year old generator at Fayette County Public Works and add transfer switch	Fayette County Water System *All Jurisdictions*	In progress, carry over	Grant has been acquired
2.g	Acquire a mobile backup generator for the Town of Tyrone	Tyrone Police Department and Public Works *Town of Tyrone*	Not completed, carry over	
2.h	Install generator at Station 91 in Fayetteville	Fayetteville Fire Department and EMA *City of Fayetteville*	Completed	
2.i	Install generator at Real Life Center to allow it to be able to accept donations during a disaster event	Real Life Center *All Jurisdictions*	Completed	
2.j	Install a generator and automatic transfer switch for Piedmont Fayette Central Plant	Piedmont Fayette *All Jurisdictions*	Not completed, carry over	
2.k	Replace current hospital generator and ATS at Piedmont Fayette	Piedmont Fayette *All Jurisdictions*	Not completed, carry over	
2.l	Purchase and install a generator for any needed location in the Piedmont Fayette campus and any accompanied and identified ATS	Piedmont Fayette *All Jurisdictions*	Not completed, carry over	
2.m	Purchase ATS to connect to portable generator as backup for existing generator	Piedmont Fayette *All Jurisdictions*	Not completed, carry over	

2.n	Build a tornado safe room at Fayette County Public Works facility	Fayette County Public Works and EMA *All Jurisdictions*	Not completed, carry over	
OBJECTIVE 3: Minimize the damage to property and loss of life through natural resource protection activities				
3.a	Implement a corrective action plan to upgrade/remove mobile home wastewater treatment systems located within the SFHA on both Morning and Whitewater Creeks	Fayette County Environmental Management *Fayette County*	Not completed, carry over	
3.b	Dredge portions of Starr's Mill pond to help reduce flooding at historic Starr's Mill and improve flow of water to the raw water pump station that provides water to the Crosstown Water Treatment Plant	Fayette County Water System *Fayette County*	Not completed, carry over and modify	Modify to only dredge as intake at Starr's Mill no longer exists
3.c	Dredge Pye Lake to increase flood control	Fayetteville Engineering *City of Fayetteville*	Not completed, carry over	
3.d	Perform creek bank stabilization project to control erosion and reduce damage to buildings	Fayette County Engineering and Property Owner *City of Fayetteville*	Not completed, carry over and modify	Modify to include county-owned property
3.e	Design and implement stabilization projects at eroding bank areas in the Lake Peachtree Watershed	Peachtree City Stormwater *Fayette County and City of Peachtree City*	Not completed, carry over	
3.f	Restore stream in Hunters Glen subdivision to decrease erosion	Fayetteville Public Services and Fayette County Environmental Management *Fayette County and City of Fayetteville*	Delete	Delete as not within jurisdiction's authority
3.g	Restore stream in Oak Street basin to decrease erosion and minimize flooding	Fayetteville Public Services and Fayette County Environmental Management *Fayette County and City of Fayetteville*	In progress, carry over	
3.h	Create a large regional retention pond at the Walker Concrete Plant site on West Georgia Avenue	Fayetteville Public Services *City of Fayetteville*	Not completed, carry over	
3.i	Purchase a generator for Animal Services	Fayette County Animal Services and EMA *All Jurisdictions*	Not completed, carry over	
3.j	Install lightning rods at critical facilities	Fayette County EMA and Critical Facility Operators *All Jurisdictions*	Not completed, carry over	

OBJECTIVE 4: Reduce damage to property and loss of life through the utilization of structural mitigation projects				
4.a	Implement a corrective action plan to upgrade Camp Creek culverts under Redwine Road	Fayette County Environmental Management *Fayette County*	Not completed, carry over	
4.b	Install adequate culverts beneath Roberts Road	Fayette County Road Department *Fayette County*	Not completed, carry over	
4.c	Replace two 8-foot diameter CMPs on Dogwood Trail at Flat Creek	Fayette County Road Department *Fayette County*	Completed	
4.d	Replace existing culvert on Silver Leaf Drive at Unnamed tributary	Fayette County Road Department *Fayette County*	Completed	
4.e	Replace triple 6-foot diameter CMPs on Darren Drive at Shoal Creek with concrete pipes or box culverts	Fayette County Road Department *Fayette County*	In progress, carry over	
4.f	Build a tornado shelter on or near station 93 for Hospital, GMC, and Pinewood Studios	Fayette County EMA *All Jurisdictions*	Delete	Delete as specified locations are the responsibility of private owners and the proposed location of the shelter would be ineffective given the that the locations are too spread out
4.g	Build a safe room at the new fire station in Fayetteville	Fayette County EMA *Fayette County and City of Fayetteville*	Delete	Delete as the fire station is built to a Risk Category 4 Level, so a shelter is unnecessary
4.h	Replace existing pipes and add additional drainage structures at Lawson Lane in Northridge subdivision	Fayette County Environmental Management and Public Works *Fayette County*	Completed	
4.i	Replace undersized popes with double box concrete culverts on Morning Dove Drive in Quail Hollow Subdivision	Fayette County Stormwater Utility and Public Works *Fayette County*	Completed	
4.j	Replace pipes with appropriately sized double box concrete culverts on Callaway Road	Fayette County Environmental Management and Public Works *Fayette County*	In progress, carry over	
4.k	Upgrade street culverts at the intersection of Jefferson Avenue and Hillsdale Drive	Fayetteville Engineering *City of Fayetteville*	Not completed, carry over	
4.l	Replace failing and undersized storm drains under five road segments to prevent flooding and road failure	Peachtree City Stormwater *City of Peachtree City*	Completed	

4.m	Complete Deep Forest drainage project by adding piping and establishing a drainage ditch on Oak Street and expand the capacity of the drainpipe at Deep Forest Lane and Oak Street	Fayetteville Public Services *City of Fayetteville*	In progress, carry over	
4.n	Replace undersized culvert on Jefferson Avenue	Fayetteville Public Services *City of Fayetteville*	In progress, carry over	
4.o	Replace undersized culvert on Hillsdale Drive	Fayetteville Public Services *City of Fayetteville*	Not completed, carry over	
4.p	Replace corrugated metal pipe on Hillsdale Drive at Cottonwood Drive	Fayetteville Public Services *City of Fayetteville*	Not completed, carry over	
4.q	Install 3 corrugated metal pips under Pye Court upstream of Pye Lake (Pye Ct is the only means of egress for 7 residential homes)	Fayetteville Public Services *City of Fayetteville*	Not completed, carry over	
4.r	Install two corrugated metal pipes under Woodgate Drive	Fayetteville Public Services *City of Fayetteville*	Completed	
4.s	Line 1,500 feet of drainage pipe along Carriage Lane	Fayetteville Public Services *City of Fayetteville*	Not completed, carry over	
4.t	Lower Heritage Lake Dam to prevent flooding of homes on the lake during heavy rain events	Fayetteville Public Services *City of Fayetteville*	Completed	
4.u	Replace drainage system under Honeysuckle Lane; residents upstream and downstream will also need to replace their systems	Fayetteville Public Services and Private Homeowners *City of Fayetteville*	In progress, carry over	
4.v	Increase the size of the Matthew and Friendship Road culverts	Fayette County Public Works *Fayette County*	In progress, carry over	
4.w	Repair Country Lakes subdivision water system and drainage issues	Country Lakes HOA *Fayette County*	Not completed, carry over	
4.x	Build a safe room at the Fayetteville City Hall and park area	Fayette County EMA *City of Fayetteville*	Not completed, carry over and modify	Modify to consolidate with other safe room actions and include all parks
4.y	Build a safe room at McCurry Park	Fayette County EMA *City of Fayetteville*	Not completed, carry over and modify	Modify to consolidate with other safe room actions and include all parks
4.z	Replace two 72-inch diameter (50'L) corrugated metal pipes under Woods Road	Public Works *Town of Brooks*	In progress, carry over	

OBJECTIVE 5: Increase the ability of Fayette County, its municipalities, and its citizens to respond to natural and manmade hazards through emergency service measures				
5.a	Acquire additional barricades and other road closure resources for emergency road closures	Fayette County BOE, EMA, City of Fayetteville Police and Public Works, and City of Peachtree City Police and Public Works *All Jurisdictions*	In progress, carry over	Progress has been completed since the last Plan, including in City of Fayetteville
5.b	Equip all County and Municipal recreation parks with adequate lightning detection devices	Fayette County and Municipal Recreation Departments and EMA *All Jurisdictions*	In progress, carry over	Progress has been completed since the last Plan, including weather station at City Hall and Fayette County High School
5.c	Obtain off-road capable vehicles to include a 4x4 truck and/or ATVs for the Town of Tyrone	Tyrone Police Department *Town of Tyrone*	Completed	
5.d	Purchase 4x4 truck and/or ATV for the City of Fayetteville	Fayetteville Public Services *City of Fayetteville*	Completed	
5.e	Purchase mobile electronic signage for Fayette County and municipalities of Peachtree City, Fayetteville, and Tyrone	Fayette County EMA and Public Safety Agencies in Each Jurisdiction *All Jurisdictions*	In progress, carry over	
5.f	Acquire diesel and gasoline storage tanks for the Tyrone Police Department	Tyrone Police Department *Town of Tyrone*	Completed	
5.g	Establish a CERT Team within the Town of Tyrone	Tyrone Police Department *Town of Tyrone*	Not completed, carry over	
5.h	Train damage assessment teams in Brooks, Fayetteville, Peachtree City, Tyrone, and Woolsey	Fayette County Public Works and EMA *All Jurisdictions*	In progress, carry over	Progress has been completed since the last Plan with County team trained
5.i	Replace sanding truck	Fayette County Public Works *All Jurisdictions*	Completed	
5.j	Replace current, older chipper	Fayette County Public Works *All Jurisdictions*	Completed	
5.k	Purchase chainsaws and other handheld equipment	Fayette County Public Works *All Jurisdictions*	Ongoing, carry over	Equipment is purchased annually
5.l	Provide snow removal training to Public Works personnel	Fayette County Public Works *All Jurisdictions*	Ongoing, carry over	Limited virtual training was completed, as well as training during the last snow storm
5.m	Develop a plan for a direct tornado strike of Public Works facility	Fayette County Public Works and EMA *All Jurisdictions*	Not completed, carry over	Modify to "Harden public buildings for all hazards,

				designate plans and safety, all essential facilities"
5.n	Develop a plan and purchase proper equipment for the disposal of deceased animal	Fayette County Public Works *All Jurisdictions*	Not completed, carry over	
5.o	Purchase LED Light stations for nighttime operations	Fayette County EMA and Public Works *All Jurisdictions*	Completed	
5.p	Purchase trucks for Right of Way clearing and assessment of arterial roads	Fayette County Public Works *All Jurisdictions*	Completed	
5.q	Purchase bucket truck for tree assessment operations	Fayette County Public Works *All Jurisdictions*	Not completed, carry over	
5.r	Purchase a livestock trailer for animal services operations	Fayette County Animal Services *All Jurisdictions*	In progress, carry over	Progress has been completed since the last Plan with animal services currently building barn
5.s	Purchase ESI Net for 911 Center	Fayette County 911 *All Jurisdictions*	In progress, carry over	Currently waiting for State contract
5.t	Purchase 40 chainsaws and safety equipment and provide training for usage	Fayette County Sheriff's Office *All Jurisdictions*	In progress, carry over	
5.u	Purchase a portable shelter for use by animal services	Fayette County Animal Services *All Jurisdictions*	Not completed, carry over	
OBJECTIVE 6: Increase public education and awareness of natural hazards				
6.a	Develop a public awareness program about the installation of lightning grounding systems on critical infrastructure, residential, and business properties	Fayette County EMA *All Jurisdictions*	Ongoing, carry over	
6.b	Maintain the campaign to promote water-saving	Fayette County Water System, Fayetteville Water Department, Various Private Water Systems, and North Metro Water Planning District *All Jurisdictions*	Ongoing, carry over	
6.c	Work with the local cable and radio providers to develop and broadcast public education on emergency preparedness annually	Fayette County Information Systems, Comcast, and EMA *All Jurisdictions*	Ongoing, carry over	

OBJECTIVE 7: Minimize the impacts on local citizens, industry, and infrastructure of a technological hazard				
7.a	Develop a Dam Emergency Action Plan for all Category I dams in Fayette County	Dam Owners and Fayette County EMA *All Jurisdictions*	In progress, carry over	Progress has been completed since the last Plan with multiple EAPs completed, but some still remain
7.b	Establish a dam safety awareness program for residents who reside in Category I dam inundation areas	Fayette County EMA *All Jurisdictions*	Ongoing, carry over	
7.c	Work closely and proactively with Georgia Safe Dams Division regarding Category II dams that have potential to become Category I	Georgia Safe Dams and Fayette County EMA *All Jurisdictions*	Ongoing, carry over	
7.d	Develop a plan and strategy for the reduction of water levels of Category I dams prior to Tropical Cyclones	Dam Owners and Fayette County EMA *All Jurisdictions*	Not completed, carry over	
7.e	Ensure Phillips Lake Dam meets Georgia Safe Dams standards to prevent failure	Fayette County Stormwater and Public Works *All Jurisdictions*	In progress, carry over	
7.f	Remove trees along the BCS Pond Dam and rebuild the dam with a proper emergency spillway (current structure is not a category I or II)	Peachtree City Stormwater Utility *City of Peachtree City*	In progress, carry over	Outlet structure and outfall have been repaired, but the dam rehab has not occurred yet
7.g	Update Castle Lake Dam infrastructure to meet current Safe Dams standards	Castle Lake HOA *Town of Tyrone*	Delete	Delete as identified as private property concern
OBJECTIVE 8: Implement additional protective measures and capabilities in response to manmade incidents				
8.a	Develop security strategies and safeguards for the containment of hazardous material at fixed facilities	Fayette County EMA *All Jurisdictions*	Ongoing, carry over	
8.b	Develop a comprehensive multi-jurisdictional railroad disaster response plan	Fayette County EMA *All Jurisdictions*	Not completed, carry over	
8.c	Hold a tabletop exercise on a railroad disaster	Fayette County EMA *All Jurisdictions*	Not completed, carry over	
8.d	Continue to do pre-planning of industry facilities with known hazardous materials	Fayette County EMA and Fire Departments *All Jurisdictions*	Ongoing, carry over	
8.e	Purchase a JetVac truck for hazardous materials cleanup and mitigation efforts	Fayette County Public Works *All Jurisdictions*	Not completed, carry over	
8.f	Purchase “low tech” vehicles that would be operational in the event of an EMP detonation	Fayette County Board of Commissioners and Municipal	Delete	Delete as likelihood does not warrant action

		Councils *All Jurisdictions*		
OBJECTIVE 9: Increase public awareness of local manmade hazards and proper response to those hazards				
9.a	Implement a public awareness campaign regarding technological hazards	Fayette County EMA All Jurisdictions	Ongoing, carry over	

Table 4-3. Updated list of mitigation actions

2025 ID	2020 ID	Mitigation Action	Lead and Supporting Agency, Department, Organization Jurisdiction	Hazard(s) Addressed	Funding Source	Estimated Cost	Completion Timeframe	Priority
OBJECTIVE 1: Reduce damage to property and loss of life through the utilization of preventative activities								
1.a	1.a	Develop a strategy for the reduction of flooding in the Tinsley Mill Condominium Complex	Peachtree City Engineering *Fayette County and City of Peachtree City*	Flood; Thunderstorm; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	Staff time to develop strategy; $1.25 million to implement	30 months	Medium
1.b	1.b	Acquire flood prone property in Fayette County, Peachtree City, Fayetteville, and Tyrone	Fayette County, Peachtree City, Fayetteville, and Tyrone Environmental Management *Fayette County, City of Peachtree City, City of Fayetteville, and Town of Tyrone*	Flood; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$750,000	60 months	High
1.c	1.c	Continue to enforce floodplain management requirements, including regulating new construction in SFHA	Fayette County and Municipal Environmental Management *All Jurisdictions*	Flood; Tropical Cyclone	Local general budget	Staff time	12 months	High
1.d	1.e	Implement drainage project at Stonewall Apartments in Fayetteville	Property Owner *City of Fayetteville*	Flood; Tropical Cyclone	Private funds	$100,000	60 months	Medium
1.e	1.f	Strictly enforce the countywide outdoor burning ban from May to October to prevent wildland fires	County and Municipal Fire Departments *All Jurisdictions*	Wildfire	Local general budget	Staff time	12 months	Medium
1.f	1.g	Establish a system for recording hazard mitigation plan monitoring for inclusion	Fayette County EMA *All Jurisdictions*	All Natural Hazards	Local general budget	$5,000	12 months	High

		in the next Plan update and a system for publicizing grant availability to lead and supporting agencies responsible for mitigation actions						
1.g	1.j	Maintain and enforce the Erosion and Sediment Control Act	Fayette County Public Works *All Jurisdictions*	Flood; Tropical Cyclone	Local general budget	Staff time	18 months	High
1.h	NEW	Perform Engineering study of Morning Creek for erosion stabilization	City of Fayetteville and Property Owners *City of Fayetteville*	Flood; Tropical Cyclone	FEMA/GEMA Hazard Mitigation Grants; Private funds	$60,000	48 months	Medium
OBJECTIVE 2: Minimize the damage to property and loss of life through property protection measures								
2.a	2.b	Encourage retrofitting of existing and future public schools with special high wind resistant film for doors and windows	Fayette County BOE *All Jurisdictions*	Thunderstorm; Tornado; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$20,000 per school	48 months	Medium
2.b	2.c	Encourage retrofitting of existing and future county and municipal buildings with special high wind resistant film for doors and windows	Fayette County EMA and BOC *All Jurisdictions*	Thunderstorm; Tornado; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$10,000 to 20,000 per building	60 months	Medium
2.c	2.d	Purchase backup mobile generator and automated transfer switch for the City of Fayetteville Public Services Department	Fayetteville Public Services Department *City of Fayetteville*	Earthquake; Thunderstorm; Tornado; Tropical Cyclone; Winter Weather	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$50,000	48 months	Medium
2.d	2.e	Purchase backup mobile generator and enclosed trailer with lighting system for the Fayette County School System	Fayette County BOE *All Jurisdictions*	Earthquake; Thunderstorm; Tornado; Tropical Cyclone;	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation	$75,000	48 months	Medium

				Winter Weather	Grants; Private funds			
2.e	2.f	Upgrade the 20-year old generator at Fayette County Public Works and add transfer switch	Fayette County Water System *All Jurisdictions*	Earthquake; Thunderstorm; Tornado; Tropical Cyclone; Winter Weather	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$50,000	48 months	Medium
2.f	2.g	Acquire a mobile backup generator for the Town of Tyrone	Tyrone Police Department and Public Works *Town of Tyrone*	Earthquake; Thunderstorm; Tornado; Tropical Cyclone; Winter Weather	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$55,000	48 months	Medium
2.g	2.j	Install a generator and automatic transfer switch for Piedmont Fayette Central Plant	Piedmont Fayette *All Jurisdictions*	Earthquake; Thunderstorm; Tornado; Tropical Cyclone; Winter Weather	FEMA/GEMA Hazard Mitigation Grants; Private funds	$100,000	60 months	Medium
2.h	2.k	Replace current hospital generator and ATS at Piedmont Fayette	Piedmont Fayette *All Jurisdictions*	Earthquake; Thunderstorm; Tornado; Tropical Cyclone; Winter Weather	FEMA/GEMA Hazard Mitigation Grants; Private funds	$500,000	60 months	Medium
2.i	2.l	Purchase and install a generator for any needed location in the Piedmont Fayette campus and any accompanied and identified ATS	Piedmont Fayette *All Jurisdictions*	Earthquake; Thunderstorm; Tornado; Tropical Cyclone; Winter Weather	FEMA/GEMA Hazard Mitigation Grants; Private funds	$300,000	60 months	Medium

2.j	2.m	Purchase ATS to connect to portable generator as backup for existing generator	Piedmont Fayette *All Jurisdictions*	Earthquake; Thunderstorm; Tornado; Tropical Cyclone; Winter Weather	FEMA/GEMA Hazard Mitigation Grants; Private funds	$50,000	24 months	Medium
2.k	2.n	Build a tornado safe room at Fayette County Public Works facility	Fayette County Public Works and EMA *All Jurisdictions*	Thunderstorm; Tornado; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$200,000	48 months	Medium
2.l	NEW	Acquire a generator and back-up power to a main switch gear at South Fayette Water Treatment Plant	Fayette County Water Systems *All Jurisdictions*	Earthquake; Thunderstorm; Tornado; Tropical Cyclone; Winter Weather	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants	$1.1 to 3 million	2 years	High
2.m	NEW	Acquire a portable generator to back up all pump stations and tanks	Fayette County Water Systems *All Jurisdictions*	Earthquake; Thunderstorm; Tornado; Tropical Cyclone; Winter Weather	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants	$1 million	1 year	Medium
2.n	NEW	Replace all surge suppression for major pumps and motors	Fayette County Water Systems *All Jurisdictions*	Earthquake; Thunderstorm; Tornado; Tropical Cyclone; Winter Weather	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants	$100,000	24 months	Medium
2.o	NEW	Replace and upsize all cables between electrical building and filter building at South Fayette Water Treatment Plant	Fayette County Water Systems *All Jurisdictions*	Earthquake; Thunderstorm; Tornado; Tropical Cyclone;	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants	$2 million	36 months	High

				Winter Weather				
OBJECTIVE 3: Minimize the damage to property and loss of life through natural resource protection activities								
3.a	3.a	Implement a corrective action plan to upgrade/remove mobile home wastewater treatment systems located within the SFHA on both Morning and Whitewater Creeks	Fayette County Environmental Management *Fayette County*	Flood; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$50,000	60 months	Low
3.b	3.b	Dredge portions of Starr's Mill pond to help reduce flooding at historic Starr's Mill	Fayette County Water System *Fayette County*	Flood; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$2 million	60 months	Low
3.c	3.c	Dredge Pye Lake to increase flood control	Fayetteville Engineering *City of Fayetteville*	Flood; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$600,000 to $1 million	60 months	Low
3.d	3.d	Perform creek bank stabilization project to control erosion and reduce damage to county-owned property	Fayette County Engineering and Property Owner *City of Fayetteville*	Flood; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$100,000	48 months	Medium
3.e	3.e	Design and implement stabilization projects at eroding bank areas in the Lake Peachtree Watershed	Peachtree City Stormwater *Fayette County and City of Peachtree City*	Flood; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$1 million	60 months	Medium

3.f	3.g	Restore stream in Oak Street basin to decrease erosion and minimize flooding	Fayetteville Public Services and Fayette County Environmental Management *Fayette County and City of Fayetteville*	Flood; Thunderstorm; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$4 million	60 months	Low
3.g	3.h	Create a large regional retention pond at the Walker Concrete Plant site on West Georgia Avenue	Fayetteville Public Services *City of Fayetteville*	Flood; Thunderstorm; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$2 million	60 months	Low
3.h	3.i	Purchase a generator for Animal Services	Fayette County Animal Services and EMA *All Jurisdictions*	Thunderstorm; Tornado; Tropical Cyclone; Winter Weather	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$50,000	48 months	Medium
3.i	3.j	Install lightning rods at critical facilities	Fayette County EMA and Critical Facility Operators *All Jurisdictions*	Thunderstorm; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$40,000	48 months	Medium
OBJECTIVE 4: Reduce damage to property and loss of life through the utilization of structural mitigation projects								
4.a	4.a	Implement a corrective action plan to upgrade Camp Creek culverts under Redwine Road	Fayette County Environmental Management *Fayette County*	Flood; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$50,000	36 months	Medium
4.b	4.b	Install adequate culverts beneath Roberts Road	Fayette County Road Department *Fayette County*	Flood; Thunderstorm; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$200,000	48 months	Medium

4.c	4.e	Replace triple 6-foot diameter CMPs on Darren Drive at Shoal Creek with concrete pipes or box culverts	Fayette County Road Department *Fayette County*	Flood; Thunderstorm; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$75,000	24 months	High
4.d	4.j	Replace pipes with appropriately sized double box concrete culverts on Callaway Road	Fayette County Environmental Management and Public Works *Fayette County*	Flood; Thunderstorm; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$500,000	36 months	High
4.e	4.k	Upgrade street culverts at the intersection of Jefferson Avenue and Hillsdale Drive	Fayetteville Engineering *City of Fayetteville*	Flood; Thunderstorm; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$700,000	48 months	Medium
4.f	4.m	Complete Deep Forest drainage project by adding piping and establishing a drainage ditch on Oak Street and expand the capacity of the drainpipe at Deep Forest Lane and Oak Street	Fayetteville Public Services *City of Fayetteville*	Flood; Thunderstorm; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$200,000	36 months	Medium
4.g	4.n	Replace undersized culvert on Jefferson Avenue	Fayetteville Public Services *City of Fayetteville*	Flood; Thunderstorm; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$500,000	30 months	High
4.h	4.o	Replace undersized culvert on Hillsdale Drive	Fayetteville Public Services *City of Fayetteville*	Flood; Thunderstorm; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$200,000	60 months	Low

4.i	4.p	Replace corrugated metal pipe on Hillsdale Drive at Cottonwood Drive	Fayetteville Public Services *City of Fayetteville*	Flood; Thunderstorm; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$100,000	60 months	Low
4.j	4.q	Install 3 corrugated metal pips under Pye Court upstream of Pye Lake (Pye Ct is the only means of egress for 7 residential homes)	Fayetteville Public Services *City of Fayetteville*	Flood; Thunderstorm; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$200,000	30 months	High
4.k	4.s	Line 1,500 feet of drainage pipe along Carriage Lane	Fayetteville Public Services *City of Fayetteville*	Flood; Thunderstorm; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$500,000	30 months	High
4.l	4.u	Replace drainage system under Honeysuckle Lane; residents upstream and downstream will also need to replace their systems	Fayetteville Public Services and Private Homeowners *City of Fayetteville*	Flood; Thunderstorm; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$500,000	30 months	High
4.m	4.v	Increase the size of the Matthew and Friendship Road culverts	Fayette County Public Works *Fayette County*	Flood; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$100,000	30 months	Medium
4.n	4.w	Repair Country Lakes subdivision water system and drainage issues	Country Lakes HOA *Fayette County*	Flood; Tropical Cyclone	FEMA/GEMA Hazard Mitigation Grants; Private funds	$2 million	60 months	Medium
4.o	4.x	Build safe rooms at Fayette County parks	Fayette County EMA *City of Fayetteville*	Tornado; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$200,000 per safe room	36 months	High

4.p	4.z	Replace two 72-inch diameter (50'L) corrugated metal pipes under Woods Road	Public Works *Town of Brooks*	Flood	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants	$650,000	24 months	High
4.q	NEW	Complete a grounding assessment and repair for the 911 Center and radio sites	Fayette County 911 *All Jurisdictions*	All Hazards	Local funds (general and CIP)	$675,000	18 months	Medium
OBJECTIVE 5: Increase the ability of Fayette County, its municipalities, and its citizens to respond to natural and manmade hazards through emergency service measures								
5.a	5.a	Acquire additional barricades and other road closure resources for emergency road closures	Fayette County BOE, EMA, City of Fayetteville Police and Public Works, and City of Peachtree City Police and Public Works *All Jurisdictions*	Earthquake; Flood; Thunderstorm; Tornado; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$150,000	60 months	Medium
5.b	5.b	Equip all County and Municipal recreation parks with adequate lightning detection devices	Fayette County and Municipal Recreation Departments and EMA *All Jurisdictions*	Thunderstorm; Tornado; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$300,000	48 months	High
5.c	5.e	Purchase mobile electronic signage for Fayette County and municipalities of Peachtree City, Fayetteville, and Tyrone	Fayette County EMA and Public Safety Agencies in Each Jurisdiction *All Jurisdictions*	Earthquake; Flood; Thunderstorm; Tornado; Tropical Cyclone; Wildfire	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$90,000	36 months	High
5.d	5.g	Establish a CERT Team within the Town of Tyrone	Tyrone Police Department *Town of Tyrone*	Earthquake; Thunderstorm; Tornado; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$35,000	36 months	Medium
5.e	5.h	Train damage assessment teams in Brooks, Fayetteville,	Fayette County Public Works and EMA *All Jurisdictions*	Earthquake; Flood; Thunderstorm;	Local funds (general and CIP)	Staff time	18 months	High

		Peachtree City, Tyrone, and Woolsey		Tornado; Tropical Cyclone; Winter Weather				
5.f	5.k	Purchase chainsaws and other handheld equipment	Fayette County Public Works *All Jurisdictions*	Earthquake; Thunderstorm; Tornado; Tropical Cyclone; Winter Weather	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$25,000	36 months	High
5.g	5.l	Provide snow removal training to Public Works personnel	Fayette County Public Works *All Jurisdictions*	Winter Weather	Local funds (general and CIP)	Staff time	12 months	High
5.h	5.m	Harden public buildings for all hazards and designate or develop plans for all essential facilities in the event of a direct hazard hit	Fayette County Public Works and EMA *All Jurisdictions*	All Natural Hazards	Local funds (general and CIP)	Staff time	18 months	High
5.i	5.n	Develop a plan and purchase proper equipment for the disposal of deceased animal	Fayette County Public Works *All Jurisdictions*	Drought; Extreme Temperature; Flood; Tropical Cyclone; Wildfire	Local funds (general and CIP)	Staff time	12 months	Low
5.j	5.q	Purchase bucket truck for tree assessment operations	Fayette County Public Works *All Jurisdictions*	Earthquake; Thunderstorm; Tornado; Tropical Cyclone; Winter Weather	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$50,000	24 months	Medium
5.k	5.r	Purchase a livestock trailer for animal services operations	Fayette County Animal Services *All Jurisdictions*	Drought; Extreme Temperature; Flood; Tropical Cyclone; Wildfire	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$15,000	36 months	Medium

5.l	5.s	Purchase ESI Net for 911 Center	Fayette County 911 *All Jurisdictions*	Earthquake; Flood; Thunderstorm; Tornado; Tropical Cyclone; Winter Weather	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$80,000	30 months	Medium
5.m	5.t	Purchase 40 chainsaws and safety equipment and provide training for usage	Fayette County Sheriff's Office *All Jurisdictions*	Earthquake; Thunderstorm; Tornado; Tropical Cyclone; Winter Weather	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$25,000	30 months	Medium
5.n	5.u	Purchase a portable shelter for use by animal services	Fayette County Animal Services *All Jurisdictions*	Earthquake; Tropical Cyclone; Winter Weather	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$10,000	30 months	Medium
5.o	NEW	Acquire an autonomous robot dog to supplement the need for public safety personnel	Fayette County EMA *All Jurisdictions*	All Natural Hazards	FEMA/GEMA Hazard Mitigation Grants	$100,000	24 months	Medium
5.p	NEW	Create a back up 911 Center	Fayette County 911 *All Jurisdictions*	All Hazards	Local funds (general and CIP)	$1.5 million	18 months	Medium
OBJECTIVE 6: Increase public education and awareness of natural hazards								
6.a	6.a	Develop a public awareness program about the installation of lightning grounding systems on critical infrastructure, residential, and business properties	Fayette County EMA *All Jurisdictions*	Thunderstorm; Tornado; Tropical Cyclone	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$10,000	24 months	Medium

6.b	6.b	Maintain the campaign to promote water-saving	Fayette County Water System, Fayetteville Water Department, Various Private Water Systems, and North Metro Water Planning District *All Jurisdictions*	Drought; Extreme Temperature; Flood; Tropical Cyclone; Wildfire	Local funds (general and CIP)	$15,000	12 months	High
6.c	6.c	Work with the local cable and radio providers to develop and broadcast public education on emergency preparedness annually	Fayette County Information Systems, Comcast, and EMA *All Jurisdictions*	All Natural Hazards	Local funds (general and CIP)	Staff time	18 months	High
6.d	NEW	Early warning systems and weather apps should be advertised in many areas, such as websites, media, social media.	Fayette County EMA *All Jurisdictions*	All Natural Hazards	Local funds (general)	$20,000	12 months	Medium
6.e	NEW	Create a public outreach campaign for how to safely care for pets during extreme temperature events	Fayette County Animal Services *All Jurisdictions*	Extreme Temperature	Local funds (general)	$5,000	12 months	Low
OBJECTIVE 7: Minimize the impacts on local citizens, industry, and infrastructure of a technological hazard								
7.a	7.a	Develop a Dam Emergency Action Plan for all Category I dams in Fayette County	Dam Owners and Fayette County EMA *All Jurisdictions*	Dam Failure; Terrorism	Local funds (general and CIP)	Staff time	18 months	High
7.b	7.b	Establish a dam safety awareness program for residents who reside in Category I dam inundation areas	Fayette County EMA *All Jurisdictions*	Dam Failure; Terrorism	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$5,000	24 months	High
7.c	7.c	Work closely and proactively with Georgia Safe Dams Division regarding Category II	Georgia Safe Dams and Fayette County EMA *All Jurisdictions*	Dam Failure; Terrorism	Local funds (general and CIP)	Staff Time	18 months	Medium

		dams that have potential to become Category I						
7.d	7.d	Develop a plan and strategy for the reduction of water levels of Category I dams prior to Tropical Cyclones	Dam Owners and Fayette County EMA *All Jurisdictions*	Dam Failure; Terrorism	Local funds (general and CIP)	Staff time	24 months	Medium
7.e	7.e	Ensure Phillips Lake Dam meets Georgia Safe Dams standards to prevent failure	Fayette County Stormwater and Public Works *All Jurisdictions*	Dam Failure; Terrorism	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$500,000	36 months	High
7.f	7.f	Remove trees along the BCS Pond Dam and rebuild the dam with a proper emergency spillway (current structure is not a category I or II)	Peachtree City Stormwater Utility *City of Peachtree City*	Dam Failure; Terrorism	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$500,000	60 months	Medium
7.g	NEW	Create engineering plans to remove County-owned dams are in poor condition (Phillips and Kozisek)	Fayette County Stormwater and Public Works *All Jurisdictions*	Dam Failure; Terrorism	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants	$250,000	36 months	Medium
7.h	NEW	Establish channels with DPH to ensure close coordination in the event of emergent infectious disease events	Fayette County EMA and DPH *All Jurisdictions*	Emergent Infectious Disease	Local funds (general); DPH funds	Staff time	12 months	Medium
OBJECTIVE 8: Implement additional protective measures and capabilities in response to manmade incidents								
8.a	8.a	Develop security strategies and safeguards for the containment of hazardous material at fixed facilities	Fayette County EMA *All Jurisdictions*	Hazardous Material; Terrorism; Transportation Incident	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$350,000	60 months	Medium

8.b	8.b	Develop a comprehensive multi-jurisdictional railroad disaster response plan	Fayette County EMA *All Jurisdictions*	Hazardous Material; Infrastructure Failure; Terrorism; Transportation Incident	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$10,000	48 months	Medium
8.c	8.c	Hold a tabletop exercise on a railroad disaster	Fayette County EMA *All Jurisdictions*	Hazardous Material; Infrastructure Failure; Terrorism; Transportation Incident	Local funds (general and CIP)	$2,000	24 months	High
8.d	8.d	Continue to do pre-planning of industry facilities with known hazardous materials	Fayette County EMA and Fire Departments *All Jurisdictions*	Hazardous Material; Terrorism	Local funds (general and CIP)	Staff time	24 months	High
8.e	8.e	Purchase a JetVac truck for hazardous materials cleanup and mitigation efforts	Fayette County Public Works *All Jurisdictions*	Hazardous Material; Terrorism; Transportation Incident	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$45,000	36 months	Medium
8.f	NEW	Inventory all legacy systems within IT's purview, plan for phased modernization, and isolate critical old systems with strong controls	Fayette County IT *All Jurisdictions*	Cyberattack	Local funds (general and CIP)	$75,000	12 months	Medium
8.g	NEW	Implement mandatory, regular security awareness training and enforce strong password policies with multifactor authentication (MFA)	Fayette County IT *All Jurisdictions*	Cyberattack	Local funds (general and CIP)	$20,000	6 months	High
8.h	NEW	Classify and protect sensitive data, establish robust backups, and	Fayette County IT *All Jurisdictions*	Cyberattack	Local funds (general and CIP)	$100,000	24 months	High

		conduct regular incident response drills						
OBJECTIVE 9: Increase public awareness of local manmade hazards and proper response to those hazards								
9.a	9.a	Implement a public awareness campaign regarding technological hazards	Fayette County EMA *All Jurisdictions*	All Technological Hazards	Local funds (general and CIP); FEMA/GEMA Hazard Mitigation Grants; Private funds	$10,000	18 months	High

Chapter 5 Maintenance and Implementation

5.1 Summary of Updates for Chapter 5

The following table provides a description of each section of this chapter and a summary of the changes that have been made to the Fayette County Hazard Mitigation Plan 2020.

Chapter 5 Section	Updates
Maintenance	Identification of mitigation goals
Plan Distribution	Verbiage updated
Implementation	Verbiage updated
Evaluation	Verbiage updated
Plan Update	Verbiage updated

5.2 Maintenance

Requirement 201.6(c)(4)(i)
To adhere to best practices, state and federal guidelines, and lessons learned, the Local Hazard Mitigation Planning Committee (LHMPC) has developed a method to ensure the regular review and update of the Plan occurs.

The LHMPC will reconvene annually in February to monitor and evaluate the progress of the mitigation strategies in the Plan. Fayette County's Emergency Management Agency Director, Brian Davis, will be responsible for implementing this meeting. The LHMPC 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?
- 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?

Fayette County's Emergency Management Agency Director will send the minutes from this annual meeting to the Fayette County Board of Commissioners and the municipalities of Brooks, Fayetteville, Peachtree City, Tyrone, and Woolsey for review.

If there are any updates or modifications to the Fayette County Hazard Mitigation Plan, the Emergency Management Agency Director will forward the changes to the Georgia Emergency Management Agency's (GEMA) Hazard Mitigation Officer. All annual reviews of the Fayette

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 publicly used facility hosting the meeting.

5.3 Implementation

Requirement 201.6(c)(4)(ii)
Requirement 201.6(d)(3)

Each jurisdiction participating in the Fayette County Hazard Mitigation Plan is responsible for implementing specific mitigation actions as prescribed in this Plan. Every proposed strategy in the Plan is assigned to a specific local department or agency 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 to assess whether identified mitigation strategies are being implemented in a timely fashion.

Fayette County and all 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 Fayette County Hazard Mitigation Plan.

This Plan, as a joint effort between Fayette County and the municipalities of Brooks, Fayetteville, Peachtree City, Tyrone, and Woolsey 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 Fayette 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. Aspects of this Plan will be integrated into the Fayette County Comprehensive Plan during the next planning cycle.

Identified hazards and mitigation strategies of the 2020 Fayette County Hazard Mitigation plan were integrated into the Local Emergency Operations Plan, the Fayette County Safety Action Plan, the County's American Water Infrastructure Act (AWIA) Emergency Response Plan, the County's AWIA Risk and Resilience Assessment Plan, multiple County and City standard operation procedures and standard operating guidelines, and future planning and zoning plans. Fayette County will integrate mitigation strategies identified in this plan into the Fayette County Comprehensive Plan, Fayette County Special Purpose Local Option Sales Tax (SPLOST) Plan, Debris Removal 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 Fayette County and all municipalities. Many of these strategies will be applied using previously identified policies and ordinances, including the National Flood Insurance Program (NFIP) compliance ordinances and water-use ordinances. All jurisdictions have the authority to adopt locally binding ordinances and policies to enhance the mitigation strategies in their jurisdiction.

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 LHMPC to be the most effective and appropriate method to implement local hazard mitigation actions at this time.

5.4 Evaluation

Requirement 201.6(c)(4)(i)
Periodic revisions and updates of the Fayette 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 consider any potential changes in the hazard vulnerability and mitigation priorities of Fayette County.

The LHMPC will meet annually to review the Fayette 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 LHMPC 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 Fayette County Hazard Mitigation Plan is continuously updated to allow for changes in hazard vulnerabilities and identified mitigation strategies.

The LHMPC will complete all evaluations of the Fayette County Hazard Mitigation Plan.

5.5 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 5 years. The Fayette County Emergency Management Agency is the department responsible with ensuring this requirement is met. The LHMPC will be involved in this future process and will aid the Fayette 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.

At least 1 year prior to this Plan's expiration, Fayette County plans to begin the Hazard Mitigation Plan update process for the fifth time. This planning process will likely follow the same process performed for this Plan update, and include project management, LHMPC, and public meetings to accomplish the identified goals of the Fayette County Hazard Mitigation Plan update. This process will be headed up by the Fayette County Emergency Management Agency. The LHMPC will follow a similar process as was undertaken during this planning cycle to complete all Federal Emergency Management Agency (FEMA) and GEMA requirements for the Hazard Mitigation Plan update.

Appendix A Planning Process

A.1 Local Hazard Mitigation Planning Committee Invitation

Good Afternoon,

I hope this email finds you well.

Fayette County is beginning the process of updating its Multi-Jurisdictional Hazard Mitigation Plan (view the 2020 Plan), and **we would like to invite you to participate as a member of the Local Hazard Mitigation Planning Committee (LHMPC)**.

The Hazard Mitigation Plan (HMP) is updated every five years to ensure that Fayette County and its communities continue to form the foundation for guiding risk reduction investments, which build community resilience. The planning process also ensures collaboration throughout the community, and is necessary to remain eligible for certain FEMA grant programs.

You have been identified as a key stakeholder with the necessary expertise to inform the HMP update – we are seeking your participation in the LHMPC.

As a member of the LHMPC, you would be asked to:

- Attend 3 to 4 meetings over the next 4 to 6 months (meetings will be in-person with a virtual option)
    - These meetings will cover topics, such as:
        - The list of hazards that affect Fayette County
        - Changes in land development and population since the last Plan
        - Risk assessments and community capabilities
        - Mitigation actions from the previous plan and potential new strategies
        - Public engagement and outreach efforts
        - Plan maintenance and implementation
- Review the draft Hazard Mitigation Plan and provide feedback before it is finalized.

If you are willing to join the LHMPC, please reply to this email by February 26th, 2025 to confirm your participation.

If you have any questions, please don't hesitate to reach out.

Thank you,

Ariel Mallett
Assistant Director, Analytics

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A.2 Local Hazard Mitigation Committee Meeting Sign-In Sheets

A.2.1 April 2, 2025

FAYETTE County Create Your Story!

Fayette County Hazard Mitigation Plan Update

Meeting Sign-In Sheet

April 2, 2025

Name	Organization and Title	Email Address
Chet Ripka	911 Operations Mngr.	cripka@fayettecountyga.gov
Ted Lombard	FCBOE - operations/ Safety	lombard.ted@fcboe.org
Sheri Russo	Gema - HS	Sheri.Russo@gema.ga.gov
Sam Anglin	Peachtree city Fire Div. Chief	Sanglin@peachtree-city.org
Van Brock	Tyrone PD Major	Van.brock@tyronega.org
RANDY MUNDY	TYRONE PD CHIEF	randy.mundy@tyronega.gov
BRIAN EUBANKS	FAYETE CO. SHERIFFS	beubanks@fayettecountyga.gov
Michael Jones	Fayette Co. Sheriff	mjones@fayettecountyga.gov
JEFF HILL	FAYETTE Co FIRE/EMS CHIEF	JHILL@FAYETTECOUNTYGA.GOV
Matt Bergen	Fayette Co EMD/Utilities	mbergen@fayettecountyga.gov
Tracy Thompson	Director Animal Control	tthompson@fayettecountyga.gov
Kathye Voet	Fayette 911 / Director	kvoet@fayettecountyga.gov
BO YAN KELLER	FAYETTE ENVIR. MGNT OFFICER	BKELLER@FAYETTECOUNTYGA.GOV
Courtney Hassenzahl	Fayette - EMD	Chassenzahl@fayettecountyga.gov
ANITA GODBEE	FAYETTE Co. PARKS & RECREATION	AGODBEE@FAYETTECOUNTYGA.GOV
Bryan Clanton	Fayette Co. Marshals	bclanton@fayettecountyga.gov
Debbie Bell	Fayette CO. - Dir Planning & Z.	dbell@fayettecountyga.gov
GLENN FOLK	SPALDING COUNTY EMA	gfolk@spaldingcounty.com
Leslie Nieber	Fayette County	lnieber@fayette
Audrey Toney	Fay City. Board of Educ.	toney.audrey@fcboe.org
Chris Hindman	City of Fayetteville Director	chindman@fayetteville-ga.gov
Cajen Rhodes	City of Fayetteville	crhodes@fayetteville-ga.gov
MAVRICK UNGARO	TOWN OF BROOKS	MUNGARO@BROOKSGA.com
CHRIS PEACOCK	CITY OF FAYETTEVILLE FIRE	cpeacock@fayetteville-ga.gov
Linda Black	City of Fayetteville Fire	lblack@fayetteville-ga.gov
Brian Davis	Fayette Co. EMA Dir.	bdavis@fayettecountyga.gov

A.2.2 June 4, 2025

FAYETTE County Create Your Story!

Fayette County Hazard Mitigation Plan Update

Meeting Sign-In Sheet

June 4, 2025

Name	Organization and Title	Email Address
Chet Ripka	911 - Ops Manager	cripka@fayettecounty.ga.gov
Linda Black	Fayetteville Fire Dept.	lblack@fayetteville-ga.gov
CHRIS PEACOCK	FAYETTEVILLE FIRE DEPT.	cpeacock@fayetteville-ga.gov
JEFF HILL	FAYETTE CO. FIRE	JHILL@FAYETTECOUNTYGA.GOV
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Debbie Bell	Fayette Co. Planning & Zoning	dbell@fayettecountyga.gov.
Matt Bergen	Fayette Co. EMD Utility Mgr	mbergen@fayettecountyga.gov
BRYAN KELLER	FAYETTE CO EMD-DIRECTOR	BKELLER@FAYETTECOUNTYGA.GOV
ALAN JONES	CITY OF FAYETTEVILLE	AJONES@FAYETTEVILLE-GA.GOV
Cajen Rhodes	City of Fayetteville	crhodes@fayetteville-ga.gov
Lee Ann Bartlett	Fayette Co. Assessors Office	lbartlett@fayettecountyga.gov
Brian P. Davis	Fayette Co. EMA	bdavis@fayettecountyga.gov
RANDY MUNDY	TYRONE PD	randy.mundy@tyronega.gov
Tracy Thompson	Fayette Co. Animal Control	tthompson@fayettecountyga.gov
MAURICE UNGARO	TOWN OF BROOKS	MUNGARO@BROOKSGA.com

A.2.3 July 10, 2025

FAYETTE County Create Your Story!

Fayette County Hazard Mitigation Plan Update

Meeting Sign-In Sheet

July 10, 2025

Name	Organization and Title	Email Address
Kenny Wright	Town of Woolsey-Councilman	KWright@bellsouth.net
Chris Hindman	City of Fayetteville Director	chindman@fayetteville-ga.gov
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CHARLES PEACOCK	CITY OF FAYETTEVILLE FIRE	cpeacock@Fayetteville-ga.gov
Sam Anglin	Peachtree City Fire Div. Chief	Sanglin@peachtree-city.org
Bryan Clanton	Fayette Co. Marshal's Office	bclanton@fayettecountyga.gov
Brian Davis	Fayette Co. EMA Director	bdavis@Fayettecountyga.gov
Debbie Bell	Fayette Co. P+Z.	dbell@fayettecountyga.gov
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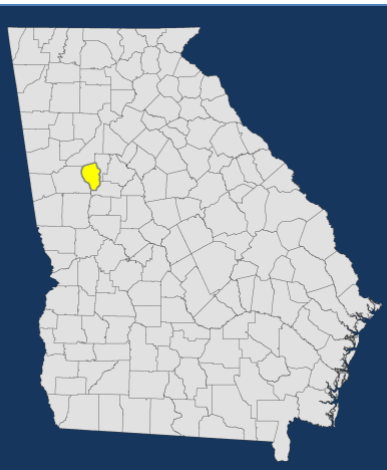
Appendix B HAZUS Analysis and 3A Worksheets



Hazard Risk Analyses
Supplement to the Fayette County Joint Hazard Mitigation Plan

Carl Vinson
Institute of Government
UNIVERSITY OF GEORGIA

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Introduction

The Federal Disaster Mitigation Act of 2000 (DMA2K) requires state, local, and tribal governments to develop and maintain a mitigation plan to be eligible for certain federal disaster assistance and hazard mitigation funding programs.

Mitigation seeks to reduce a hazard's impacts, which may include loss of life, property damage, disruption to local and regional economies, and the expenditure of public and private funds for recovery. Sound mitigation must be based on a sound risk assessment that quantifies the potential losses of a disaster by assessing the vulnerability of buildings, infrastructure, and people.

In recognition of the importance of planning in mitigation activities, FEMA Hazus-MH, a powerful disaster risk assessment tool based on geographic information systems (GIS). This tool enables communities of all sizes to predict estimated losses from floods, hurricanes, earthquakes, and other related phenomena and to measure the impact of various mitigation practices that might help reduce those losses.

In 2024, the Georgia Department of Emergency Management partnered with the Carl Vinson Institute of Government at the University of Georgia to develop a detailed risk assessment focused on defining hurricane, riverine flood, and tornado risks in Fayette County, Georgia. This assessment identifies the characteristics and potential consequences of the disaster, how much of the community could be affected by the disaster, and the impact on community assets.

Risk Assessment Process Overview

Hazus-MH Version 2.2 SP1 was used to perform the analyses for Fayette County. The Hazus-MH application includes default data for every county in the US. This Hazus-MH data was derived from a variety of national sources and in some cases the data are also several years old. Whenever possible, using local provided data is preferred. Fayette County provided building inventory information from the county's property tax assessment system. This section describes the changes made to the default Hazus-MH inventory and the modeling parameters used for each scenario.

County Inventory Changes

The default Hazus-MH site-specific point inventory was updated using data compiled from the Georgia Emergency Management Agency (GEMA). The default Hazus-MH aggregate inventory (General Building Stock) was also updated prior to running the scenarios. Reported losses reflect the updated data sets.

General Building Stock Updates

General Building Stock (GBS) is an inventory category that consists of aggregated data (grouped by census geography — tract or block). Hazus-MH generates a combination of site-specific and aggregated loss estimates based on the given analysis and user input.

The GBS records for Fayette County were replaced with data derived from parcel and property assessment data obtained from Fayette County. The county provided property assessment data was current as of November 2024 and the parcel data current as of November 2024. Records without improvements were deleted. The parcel boundaries were converted to parcel points located in the centroids of each parcel boundary; then, each parcel point was linked to an assessor record based upon matching parcel numbers. The parcel assessor match-rate for Fayette County is 98.8%. The generated building inventory represents the approximate locations (within a parcel) of structures. The building inventory was aggregated by census block. Both the tract and block tables were updated. Table 1 shows the results of the changes to the GBS tables by occupancy class.

Table 1: GBS Building Exposure Updates by Occupancy Class*

General Occupancy	Default Hazus-MH Count	Updated Count	Default Hazus-MH Exposure	Updated Exposure
Agricultural	134	2	$31,907,000	$182,000
Commercial	2,221	2,227	$1,754,991,000	$1,556,722,000
Education	92	69	$96,192,000	$256,097,000
Government	63	44	$54,378,000	$102,952,000
Industrial	678	702	$402,728,000	$451,804,000
Religious	261	219	$233,523,000	$168,178,000
Residential	37,690	42,361	$11,912,440,000	$12,182,648,000
Total	**41,139**	**45,624**	**$14,486,159,000**	**$14,718,583,000**

*The exposure values represent the total number and replacement cost for all Fayette County Buildings

For Fayette County, the updated GBS was used to calculate hurricane wind losses. The flood losses and tornado losses were calculated from building inventory modeled in Hazus-MH as User-Defined Facility

(UDF)[1], or site-specific points. Figure 1 shows the distribution of buildings as points based on the county provided data.

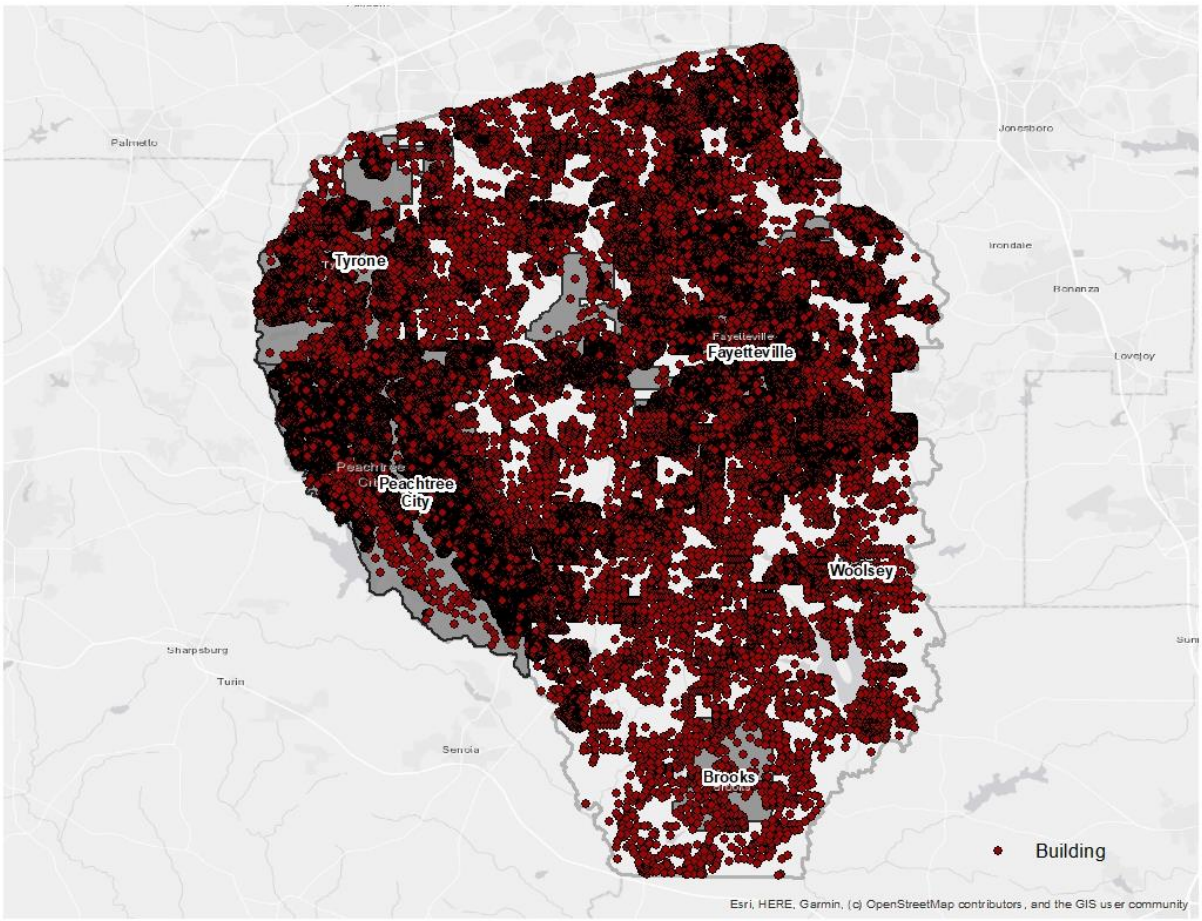


Figure 1: Fayette County Overview

Essential Facility Updates

The default Hazus-MH essential facility data was updated to reflect improved information available in the Georgia Mitigation Information System (GMIS) as of November 2024. For these risk analyses, only GMIS data for buildings that Hazus-MH classified as Essential Facilities was integrated into Hazus-MH because the application provides specialized reports for these five facilities. Essential Facility inventory was updated for the analysis conducted for this report. The following table summarizes the counts and exposures, where available, by Essential Facility classification of the updated data.

Essential facilities include:

- Care facilities
- EOCs
- Fire stations
- Police stations
- Schools

[1] The UDF inventory category in Hazus-MH allows the user to enter site-specific data in place of GBS data.

Table 2: Updated Essential Facilities

Classification	Updated Count	Updated Exposure
Brooks		
EOC	0	$0
Care	0	$0
Fire	1	$1,900,000
Police	0	$0
School	1	$14,000,000
Total	**2**	**$15,900,000**
Fayetteville		
EOC	1	$7,500,000
Care	3	$248,000,000
Fire	4	$9,150,000
Police	4	$86,761,000
School	6	$122,000,000
Total	**18**	**$473,411,000**
Peachtree City		
EOC	0	$0
Care	0	$0
Fire	4	$7,000,000
Police	1	$2,300,000
School	8	$160,000,000
Total	**13**	**$169,300,000**
Tyrone		
EOC	0	$0
Care	0	$0
Fire	1	$5,200,000
Police	1	$6,500,000
School	0	$0
Total	**2**	**$11,700,000**

Classification	Updated Count	Updated Exposure
Woolsey		
EOC	0	$0
Care	0	$0
Fire	1	$2,500,000
Police	0	$0
School	0	$0
Total	**1**	**$2,500,000**
Unincorporated Areas of Fayette County		
EOC	0	$0
Care	0	$0
Fire	6	$16,400,000
Police	0	$0
School	11	$326,000,000
Total	**17**	**$342,400,000**

Assumptions and Exceptions

Hazus-MH loss estimates may be impacted by certain assumptions and process variances made in this risk assessment.

- The Fayette County analysis used Hazus-MH Version 2.2 SP1, which was released by FEMA in May 2015.
- County provided parcel and property assessment data may not fully reflect all buildings in the county. For example, some counties do not report not-for-profit buildings such as government buildings, schools and churches in their property assessment data. This data was used to update the General Building Stock as well as the User Defined Facilities applied in this risk assessment.
- Georgia statute requires that the Assessor's Office assign a code to all of the buildings on a parcel based on the buildings primary use. If there is a residential or a commercial structure on a parcel and there are also agricultural buildings on the same parcel Hazus-MH looks at the residential and commercial "primary" structures first and then combines the value of all secondary structures on that parcel with the value of the primary structure. The values and building counts are still accurate but secondary structures are accounted for under the same classification as the primary structure. Because of this workflow, the only time that a parcel would show a value for an agricultural building is when there are no residential or commercial structures on the parcel thus making the agricultural building the primary structure. This is the reason that agricultural building counts and total values seem low or are nonexistent.
- GBS updates from assessor data will skew loss calculations. The following attributes were defaulted or calculated:
  Foundation Type was set from Occupancy Class
  First Floor Height was set from Foundation Type
  Content Cost was calculated from Replacement Cost
- It is assumed that the buildings are located at the centroid of the parcel.
- The essential facilities extracted from the GMIS were only used in the portion of the analysis designated as essential facility damage. They were not used in the update of the General Building Stock or the User Defined Facility inventory.

The hazard models included in this risk assessment included:

- Hurricane assessment which was comprised of a wind only damage assessment.
- Flood assessment based on the 1% annual chance event that includes riverine assessments.
- Tornado assessment based on GIS modeling.

Hurricane Risk Assessment

Hazard Definition

The National Hurricane Center describes a hurricane as a tropical cyclone in which the maximum sustained wind is, at minimum, 74 miles per hour (mph)[2]. The term hurricane is used for Northern Hemisphere tropical cyclones east of the International Dateline to the Greenwich Meridian. The term typhoon is used for Pacific tropical cyclones north of the Equator west of the International Dateline. Hurricanes in the Atlantic Ocean, Gulf of Mexico, and Caribbean form between June and November with the peak of hurricane season occurring in the middle of September. Hurricane intensities are measured using the Saffir-Simpson Hurricane Wind Scale (Table 3). This scale is a 1 to 5 categorization based on the hurricane's intensity at the indicated time.

Hurricanes bring a complex set of impacts. The winds from a hurricane produce a rise in the water level at landfall called storm surge. Storm surges produce coastal flooding effects that can be as damaging as the hurricane's winds. Hurricanes bring very intense inland riverine flooding. Hurricanes can also produce tornadoes that can add to the wind damages inland. In this risk assessment, only hurricane winds, and coastal storm surge are considered.

Table 3: Saffir-Simpson Hurricane Wind Scale

Category	Wind Speed (mph)	Damage
1	74 - 95	Very dangerous winds will produce some damage
2	96 - 110	Extremely dangerous winds will cause extensive damage
3	111 - 130	Devastating damage will occur
4	131 -155	Catastrophic damage will occur
5	> 155	Catastrophic damage will occur

The National Oceanic and Atmospheric Administration's National Hurricane Center created the HURDAT database, which contains all of the tracks of tropical systems since the mid-1800s. This database was used to document the number of tropical systems that have affected Fayette County by creating a 20-mile buffer around the county to include storms that didn't make direct landfall in Fayette County but impacted the county. Note that the storms listed contain the peak sustained winds, maximum pressure and maximum attained storm strength for the entire storm duration. Since 1859, Fayette County has had 17 tropical systems within 20 miles of its county borders (Table 4).

Table 4: Tropical Systems affecting Fayette County[3]

YEAR	DATE RANGE	NAME	MAX WIND(Knots)	MAX PRESSURE	MAX CAT
1859	September 15 - 18	UNNAMED	70	0	H1

[2] National Hurricane Center (2011). "Glossary of NHC Terms." National Oceanic and Atmospheric Administration. http://www.nhc.noaa.gov/aboutgloss.shtml#h. Retrieved 2012-23-02.

[3] Atlantic Oceanic and Meteorological Laboratory (2012). "Data Center." National Oceanic and Atmospheric Administration. http://www.aoml.noaa.gov/hrd/data_sub/re_anal.html. Retrieved 7-20-2015.

YEAR	DATE RANGE	NAME	MAX WIND(Knots)	MAX PRESSURE	MAX CAT
1887	July 20 - 28	UNNAMED	85	0	H2
1893	September 27 - October 05	UNNAMED	115	948	H4
1898	September 25 - October 06	UNNAMED	115	977	H4
1900	September 11 - 15	UNNAMED	45	0	TS
1902	October 03 - 13	UNNAMED	90	970	H2
1903	September 09 - 16	UNNAMED	80	988	H1
1907	September 18 - 23	UNNAMED	40	0	TS
1912	June 07 - 17	UNNAMED	60	0	TS
1940	August 05 - 14	UNNAMED	85	1008	H2
1957	September 07 - 09	DEBBIE	35	1003	TS
1959	May 28 - June 02	ARLENE	55	1002	TS
1994	June 30 - July 07	ALBERTO	55	1014	TS
2004	August 25 - September 10	FRANCES	125	1009	H4
2021	June 17 - 23	CLAUDETTE	40	1008	E
2021	August 09 - 20	FRED	55	1013	TS
2022	November 06 - 11	NICOLE	65	1005	H1

Category Definitions:

TS – Tropical storm

TD – Tropical depression

H1 – Category 1 (same format for H2, H3, H4, and H5)

E – Extra-tropical cyclone

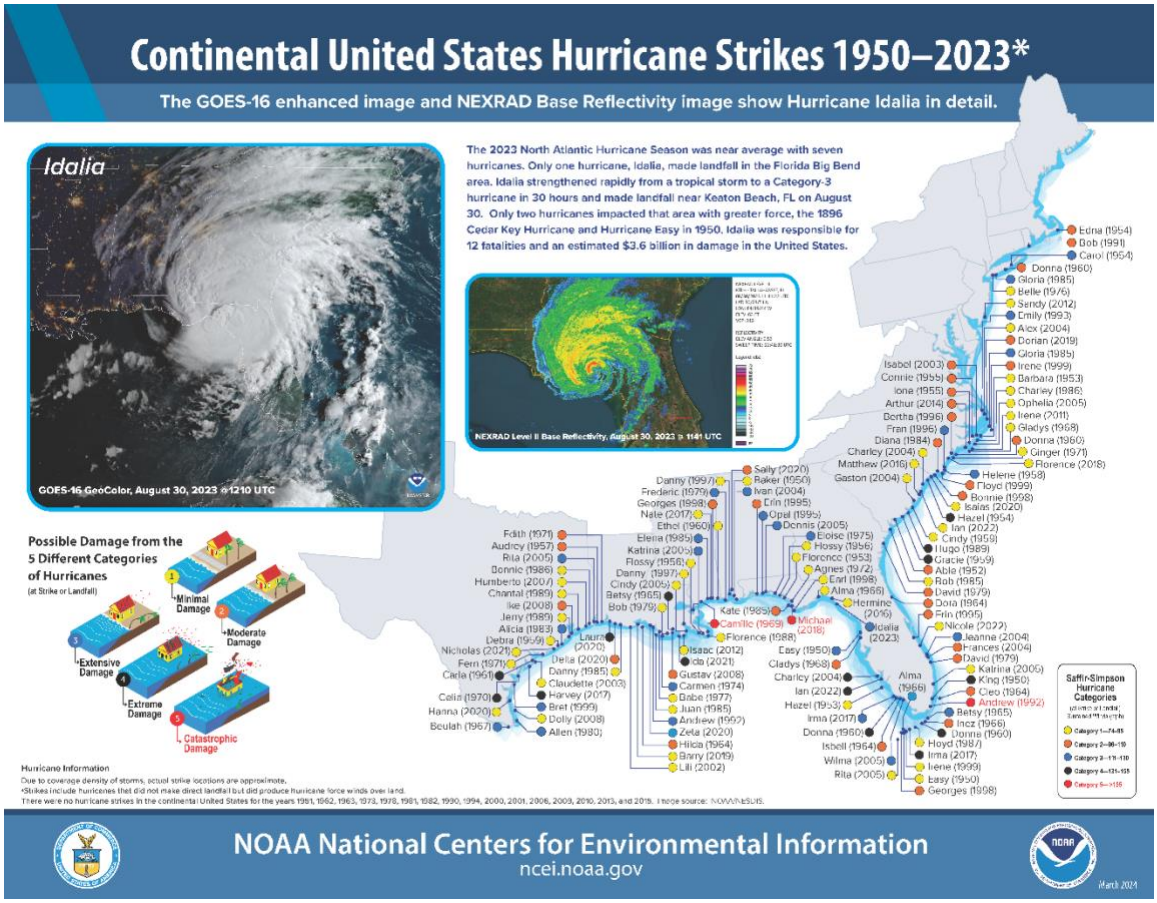


Figure 2: Continental United States Hurricane Strikes: 1950 to 2023[4]

Probabilistic Hurricane Scenario

The following probabilistic wind damage risk assessment modeled a Tropical Storm with maximum winds of 69 mph.

Wind Damage Assessment

Separate analyses were performed to determine wind and hurricane storm surge related flood losses. This section describes the wind-based losses to Fayette County. Wind losses were determined from probabilistic models run for the Tropical Storm which equates to the 1% chance storm event. Figure 3 shows wind speeds for the modeled Tropical Storm.

[4] Source: NOAA National Centers for Environmental Information

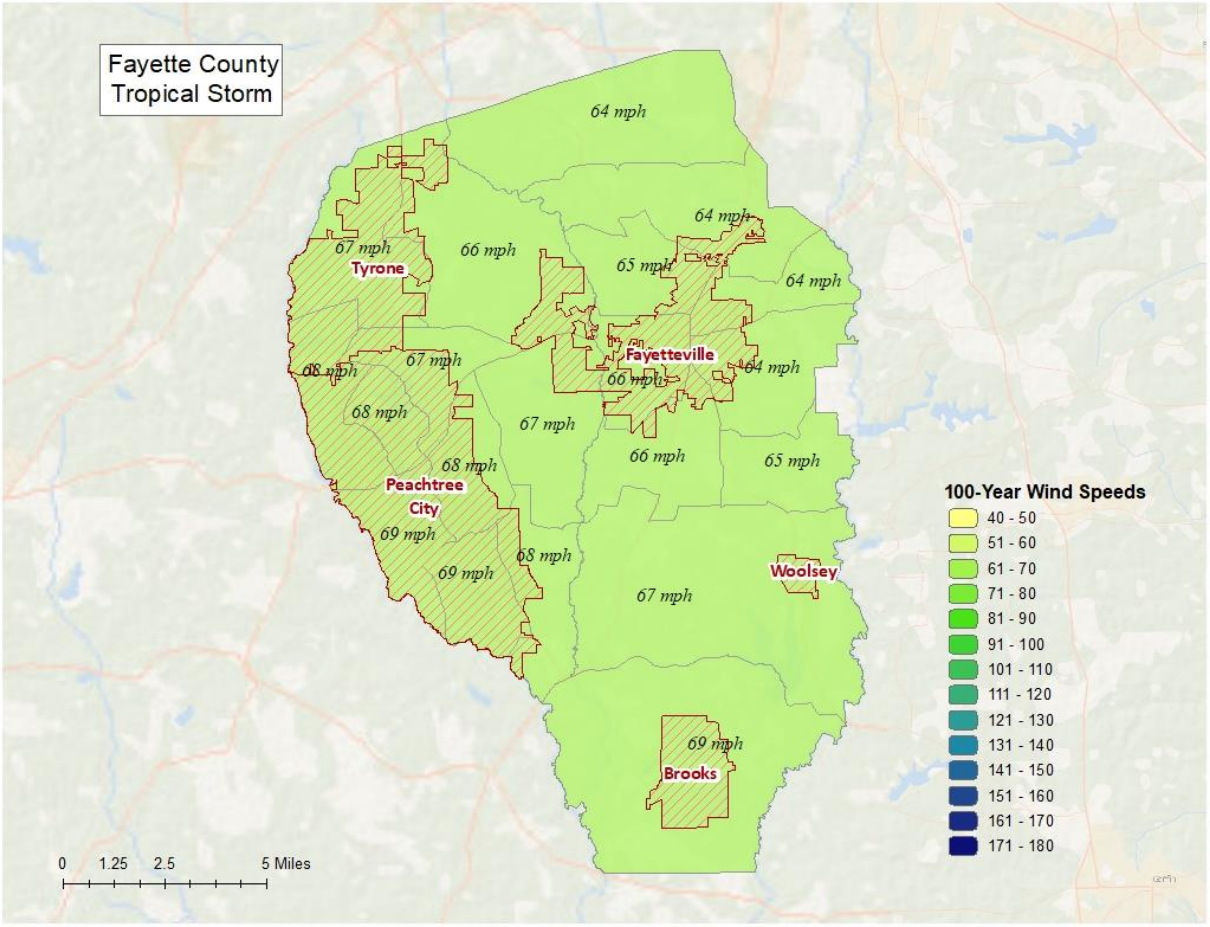


Figure 3: Wind Speeds by Storm Category

Wind-Related Building Damages

Buildings in Fayette County are vulnerable to storm events, and the cost to rebuild may have significant consequences to the community. The following table shows a summary of the results of wind-related building damage in Fayette County for the Tropical Storm (100 Year Event). The loss ratio expresses building losses as a percentage of total building replacement cost in the county. Figure 4 illustrates the building loss ratios of the modeled Tropical Storm.

Table 5: Hurricane Wind Building Damage

Classification	Number of Buildings Damaged	Total Building Damage	Total Economic Loss[5]	Loss Ratio
Tropical Storm	46	$11,277,560	$18,636,500	0.08%

[5] Includes property damage (infrastructure, contents, and inventory) as well as business interruption losses.

Note that wind damaged buildings are not reported by jurisdiction. This is due to the fact that census tract boundaries – upon which hurricane building losses are based – do not closely coincide with jurisdiction boundaries.

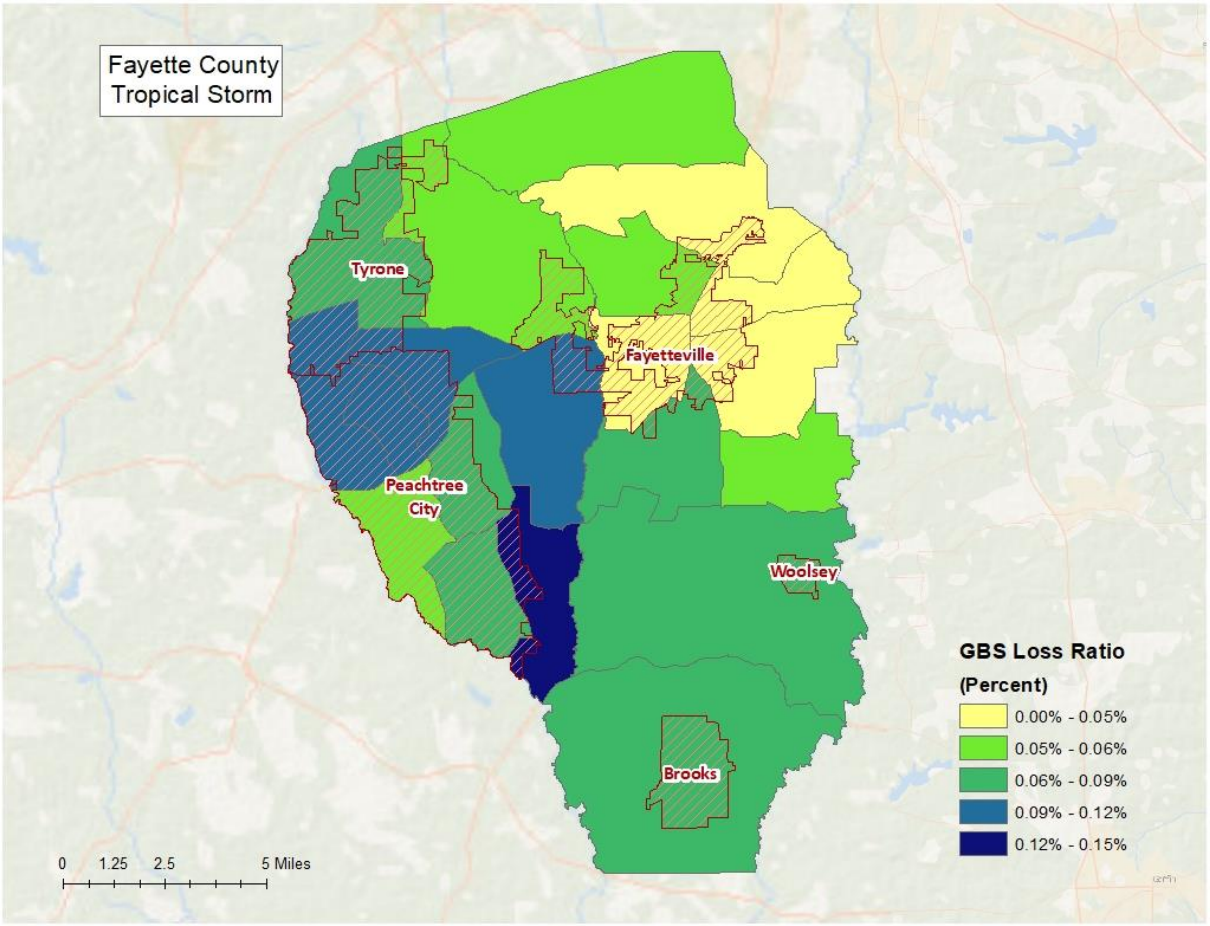


Figure 4: Hurricane Wind Building Loss Ratios

Essential Facility Losses

Essential facilities are also vulnerable to storm events, and the potential loss of functionality may have significant consequences to the community. Hazus-MH identified the essential facilities that may be moderately or severely damaged by winds. The results are compiled in Table 6.

There are 53 essential facilities in Fayette County.

Classification	Number
EOCs	1
Fire Stations	17
Care Facilities	3
Police Stations	6
Schools	26

Table 6: Wind-Damaged Essential Facility Losses

Classification	Facilities At Least Moderately Damaged > 50%	Facilities Completely Damaged > 50%	Facilities with Expected Loss of Use (< 1 day)
Tropical Storm	1	0	53

Shelter Requirements

Hazus-MH estimates the number of households evacuated from buildings with severe damage from high velocity winds as well as the number of people who will require short-term sheltering. Since the 1% chance storm event for Fayette County is a Tropical Storm, the resulting damage is not enough to displace Households or require temporary shelters as shown in the results listed in Table 7.

Table 7: Displaced Households and People

Classification	# of Displaced Households	# of People Needing Short-Term Shelter
Tropical Storm	0	0

Debris Generated from Hurricane Wind

Hazus-MH estimates the amount of debris that will be generated by high velocity hurricane winds and quantifies it into three broad categories to determine the material handling equipment needed:

- Reinforced Concrete and Steel Debris
- Brick and Wood and Other Building Debris
- Tree Debris

Different material handling equipment is required for each category of debris. The estimates of debris for this scenario are listed in Table 8. The amount of hurricane wind related tree debris that is estimated to require pick up at the public's expense is listed in the eligible tree debris column.

Table 8: Wind-Related Debris Weight (Tons)

Classification	Brick, Wood, and Other	Reinforced Concrete and Steel	Eligible Tree Debris	Other Tree Debris	Total
Tropical Storm	388	0	2,441	9,509	12,338

Figure 5 shows the distribution of all wind related debris resulting from a Tropical Storm. Each dot represents 20 tons of debris within the census tract in which it is located. The dots are randomly distributed within each census tract and therefore do not represent the specific location of debris sites.

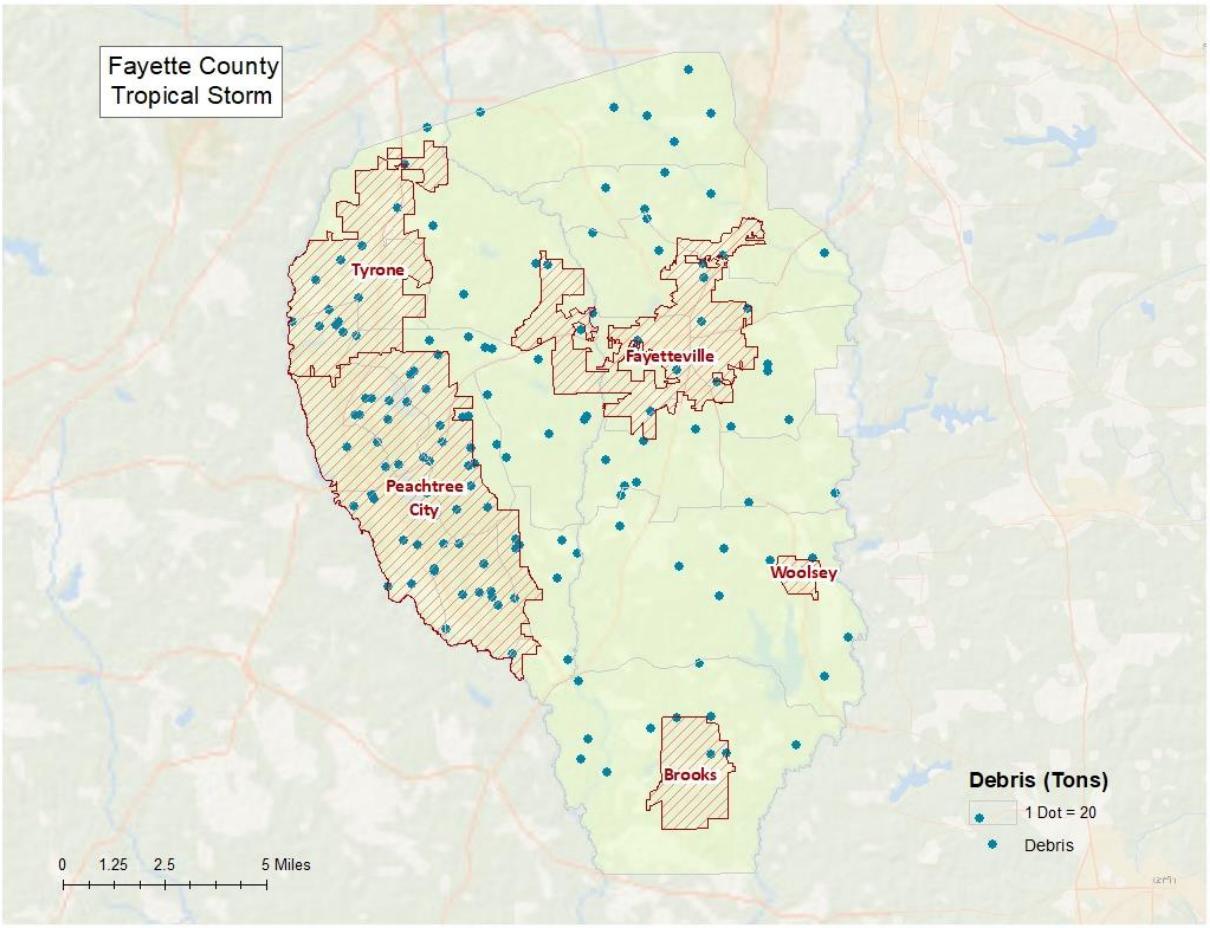


Figure 5: Wind-Related Debris Weight (Tons)

Flood Risk Assessment

Hazard Definition

Flooding is a significant natural hazard throughout the United States. The type, magnitude, and severity of flooding are functions of the amount and distribution of precipitation over a given area, the rate at which precipitation infiltrates the ground, the geometry and hydrology of the catchment, and flow dynamics and conditions in and along the river channel. Floods can be classified as one of three types: upstream floods, downstream floods, or coastal floods.

Upstream floods, also called flash floods, occur in the upper parts of drainage basins and are generally characterized by periods of intense rainfall over a short duration. These floods arise with very little warning and often result in locally intense damage, and sometimes loss of life, due to the high energy of the flowing water. Flood waters can snap trees, topple buildings, and easily move large boulders or other structures. Six inches of rushing water can upend a person; another 18 inches might carry off a car. Generally, upstream floods cause damage over relatively localized areas, but they can be quite severe in the local areas in which they occur. Urban flooding is a type of upstream flood. Urban flooding involves the overflow of storm drain systems and can be the result of inadequate drainage combined with heavy rainfall or rapid snowmelt. Upstream or flash floods can occur at any time of the year in Georgia, but they are most common in the spring and summer months.

Downstream floods, also called riverine floods, refer to floods on large rivers at locations with large upstream catchments. Downstream floods are typically associated with precipitation events that are of relatively long duration and occur over large areas. Flooding on small tributary streams may be limited, but the contribution of increased runoff may result in a large flood downstream. The lag time between precipitation and time of the flood peak is much longer for downstream floods than for upstream floods, generally providing ample warning for people to move to safe locations and, to some extent, secure some property against damage.

Coastal floods occurring on the Atlantic and Gulf coasts may be related to hurricanes or other combined offshore, nearshore, and shoreline processes. The effects of these complex interrelationships vary significantly across coastal settings, leading to challenges in the determination of the base (1-percent-annual-chance) flood for hazard mapping purposes. Land area covered by floodwaters of the base flood is identified as a Special Flood Hazard Area (SFHA). The Fayette County flood risk assessment analyzed at risk structures in the SFHA.

> The SFHA is the area where the National Flood Insurance Program's (NFIP) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies. The owner of a structure in a high-risk area must carry flood insurance, if the owner carries a mortgage from a federally regulated or insured lender or servicer.

The following probabilistic risk assessment involves an analysis of a 1% annual chance riverine flood event (100-Year Flood) and a 1% annual chance coastal flood.

Riverine 1% Flood Scenario

Riverine losses were determined from the 1% flood boundaries downloaded from the FEMA Flood Map Service Center in November 2024. The flood boundaries were overlaid with the USGS 10 meter DEM

using the Hazus-MH Enhanced Quick Look tool to generate riverine depth grids. The riverine flood depth grid was then imported into Hazus-MH to calculate the riverine flood loss estimates. Figure 6 illustrates the riverine inundation boundary associated with the 1% annual chance.

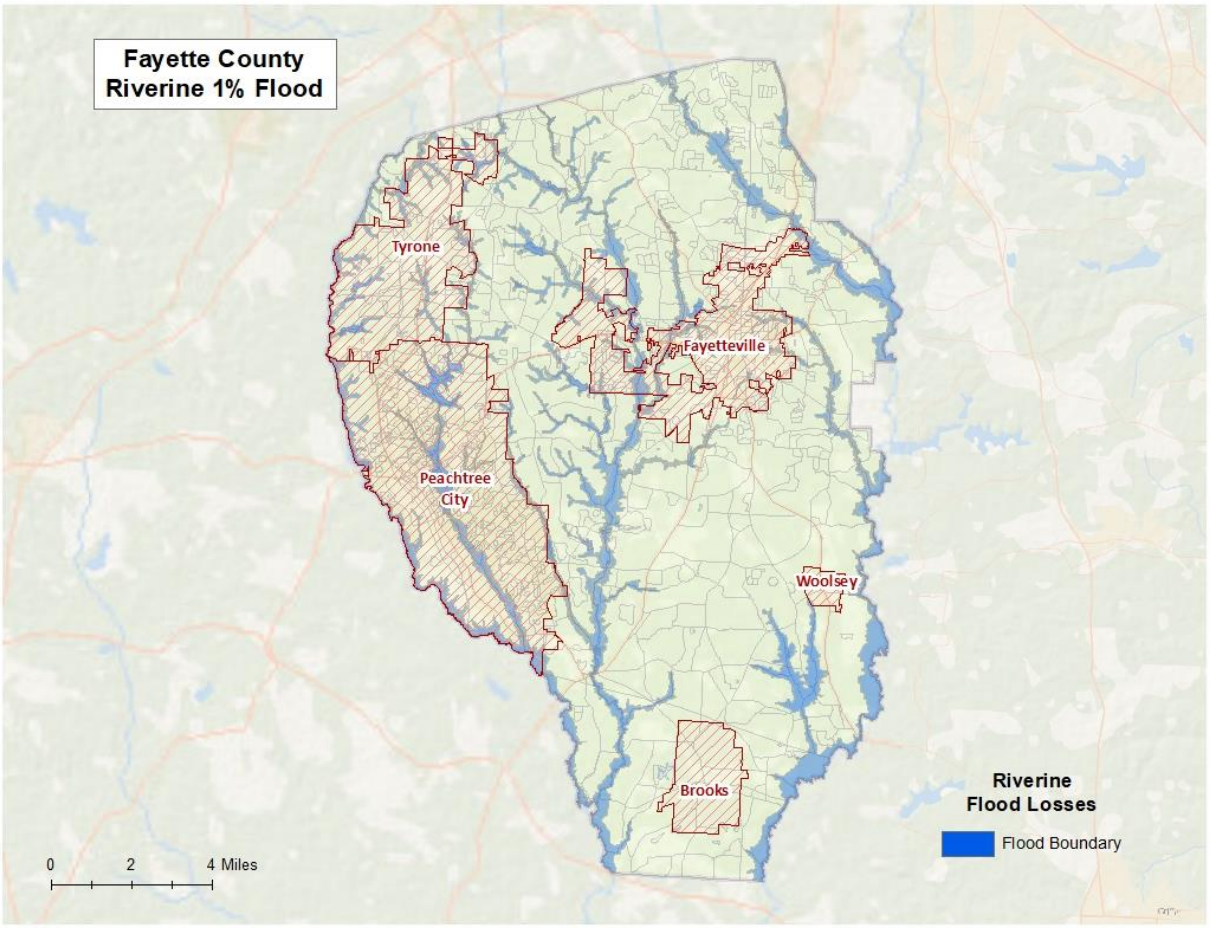


Figure 6: Riverine 1% Flood Inundation

Riverine 1% Flood Building Damages

Buildings in Fayette County are vulnerable to flooding from events equivalent to the 1% riverine flood. The economic and social impacts from a flood of this magnitude can be significant. Table 9 provides a summary of the potential flood-related building damage in Fayette County by jurisdiction that might be experienced from the 1% flood. Figure 7 maps the potential loss ratios of total building exposure to losses sustained to buildings from the 1% flood by 2010 census block and Figure 8 illustrates the relationship of building locations to the 1% flood inundation boundary.

Table 9: Fayette County Riverine 1% Building Losses

Occupancy	Total Buildings in the Jurisdiction	Total Buildings Damaged in the Jurisdiction	Total Building Exposure in the Jurisdiction	Total Losses to Buildings in the Jurisdiction	Loss Ratio of Exposed Buildings to Damaged Buildings in the Jurisdiction
Fayetteville					
Residential	6,304	119	$1,800,709,650	$8,144,562	0.45%
Commercial	953	11	$715,032,101	$421,337	0.06%
Industrial	147	3	$61,567,601	$349,253	0.57%
Peachtree City					
Residential	13,329	249	$3,739,456,597	$16,240,115	0.43%
Industrial	259	21	$279,937,433	$620,639	0.22%
Commercial	678	5	$468,069,073	$965,416	0.21%
Tyrone					
Commercial	220	8	$100,358,088	$874,845	0.87%
Residential	2,742	121	$828,758,879	$11,060,720	1.33%
Industrial	93	2	$36,966,886	$1,192,378	3.23%
Unincorporated					
Commercial	348	21	$270,110,159	$9,467,556	3.51%
Industrial	196	15	$72,717,986	$2,207,361	3.04%
Residential	19,664	544	$5,713,157,958	$51,918,990	0.91%
County Total					
	44,933	**1,119**	**$14,086,842,412**	**$103,463,172**	

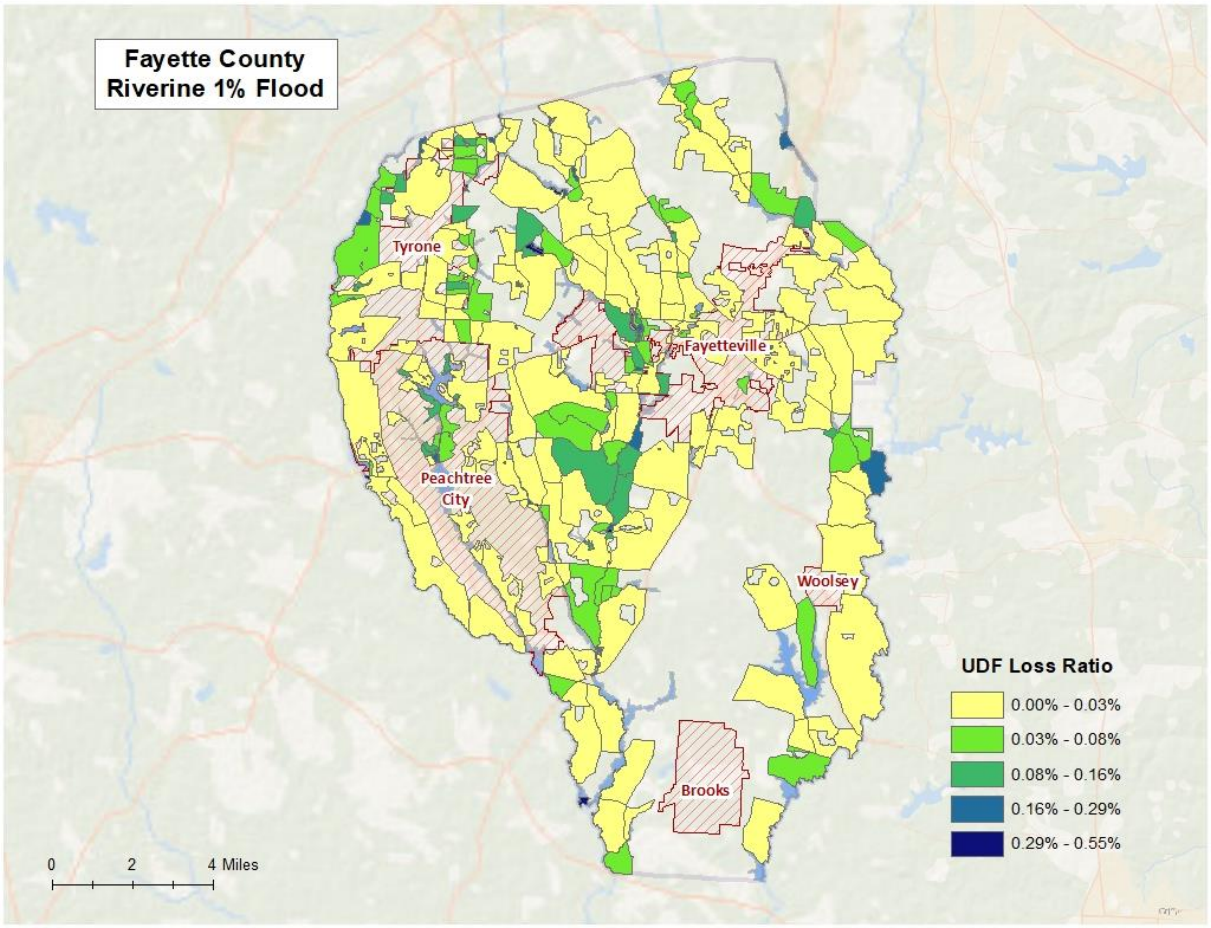


Figure 7: Fayette County Potential Loss Ratios of Total Building Exposure to Losses Sustained to Buildings from the 1% Riverine Flood by 2010 Census Block

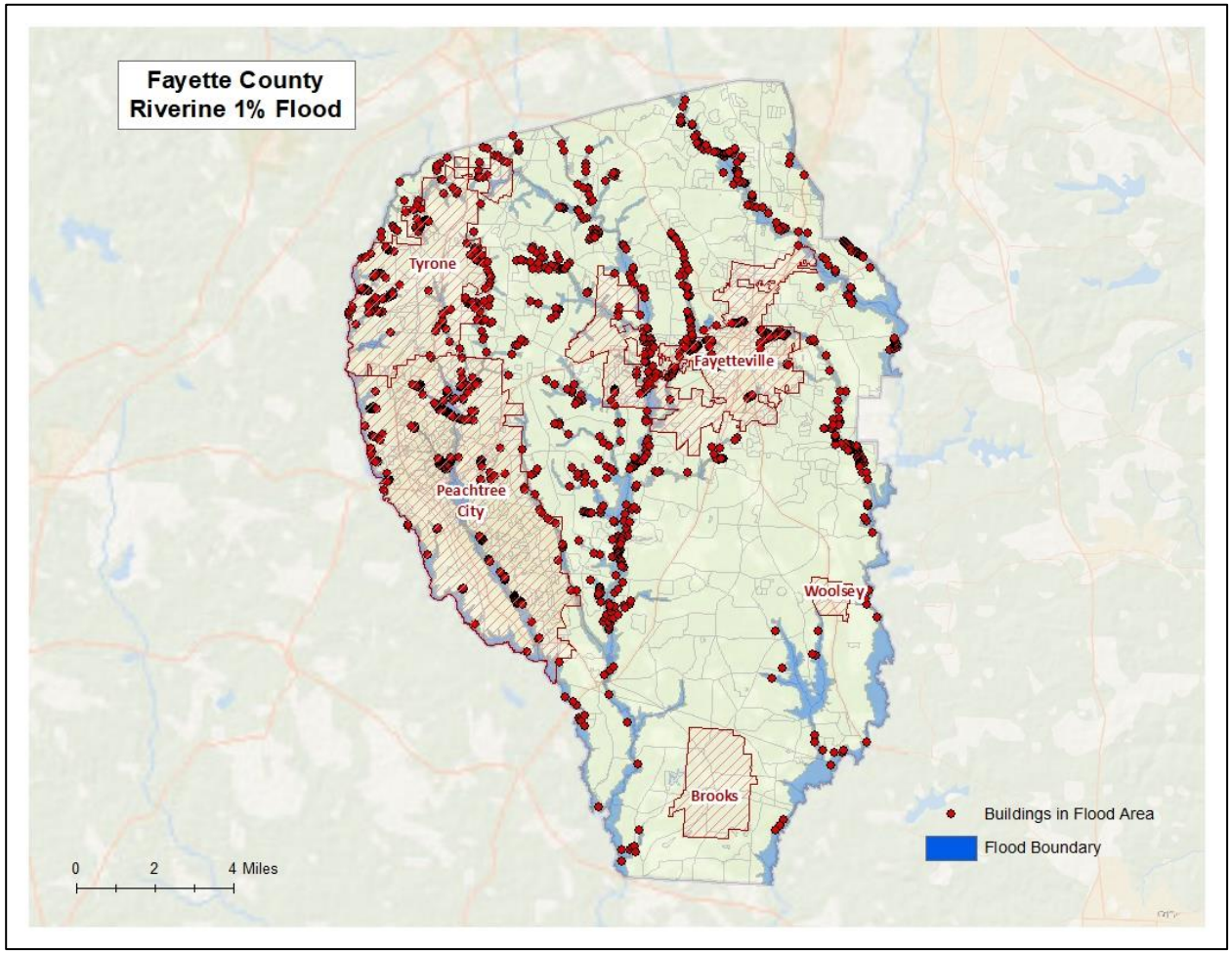


Figure 8: Fayette County Damaged Buildings in Riverine Floodplain (1% Flood)

Riverine 1% Flood Essential Facility Losses

An essential facility may encounter many of the same impacts as other buildings within the flood boundary. These impacts can include structural failure, extensive water damage to the facility and loss of facility functionality (e.g. a damaged police station will no longer be able to serve the community). The analysis identified no essential facility that were subject to damage in the Fayette County riverine 1% probability floodplain.

Riverine 1% Flood Shelter Requirements

Hazus-MH estimates that the number of households that are expected to be displaced from their homes due to riverine flooding and the associated potential evacuation. The model estimates 3,115 households might be displaced due to the flood. Displacement includes households evacuated within or very near to the inundated area. Displaced households represent 9,345 individuals, of which 7,664 may require short term publicly provided shelter. The results are mapped in Figure 9.

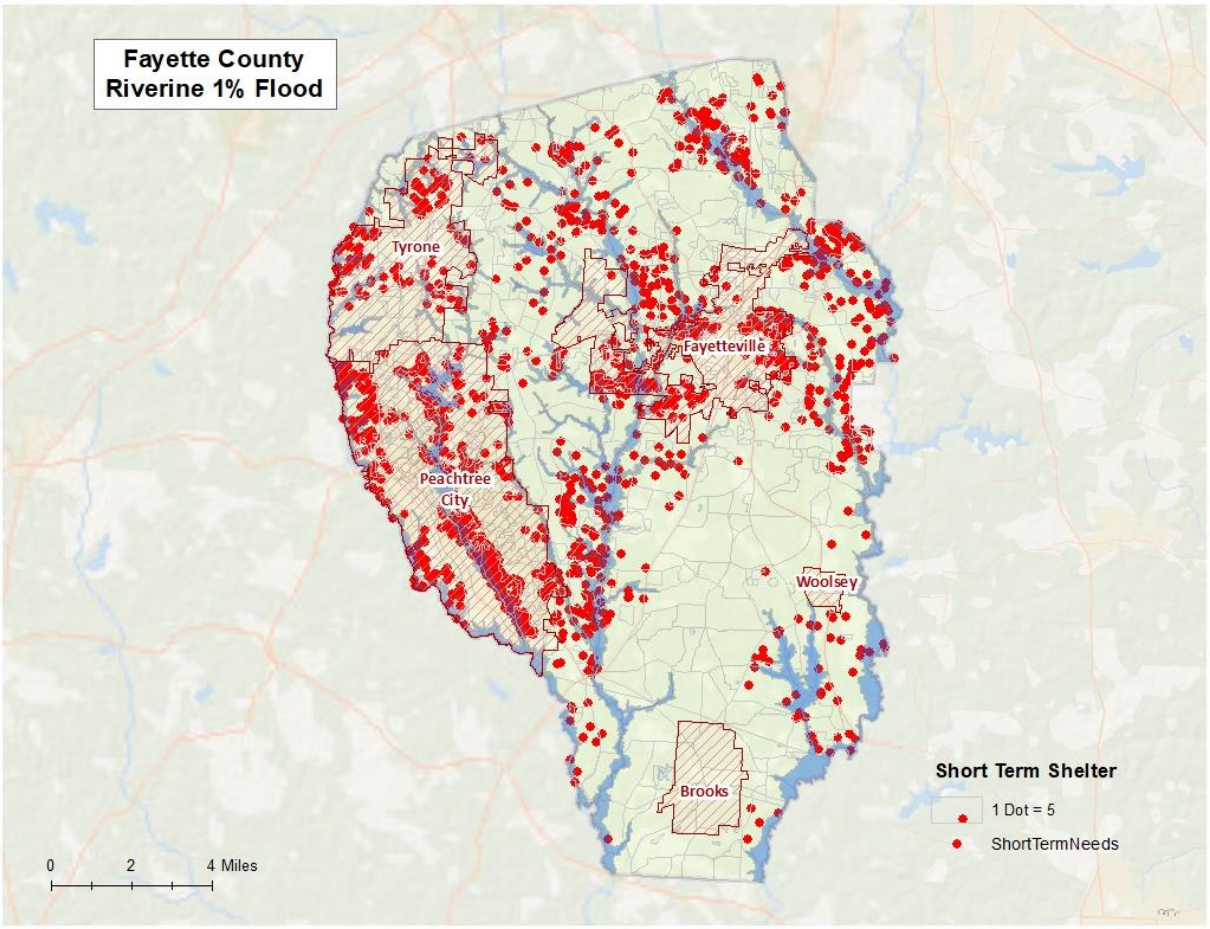


Figure 9: Riverine 1% Estimated Flood Shelter Requirements

Riverine 1% Flood Debris

Hazus-MH estimates the amount of debris that will be generated by the flood. The model breaks debris into three general categories:

- Finishes (dry wall, insulation, etc.)
- Structural (wood, brick, etc.)
- Foundations (concrete slab, concrete block, rebar, etc.)

Different types of material handling equipment will be required for each category. Debris definitions applied in Hazus-MH are unique to the Hazus-MH model and so do not necessarily conform to other definitions that may be employed in other models or guidelines.

The analysis estimates that an approximate total of 22,063 tons of debris might be generated: 1) Finishes- 7,334 tons; 2) Structural – 7,279 tons; and 3) Foundations- 7,450 tons. The results are mapped in Figure 10.

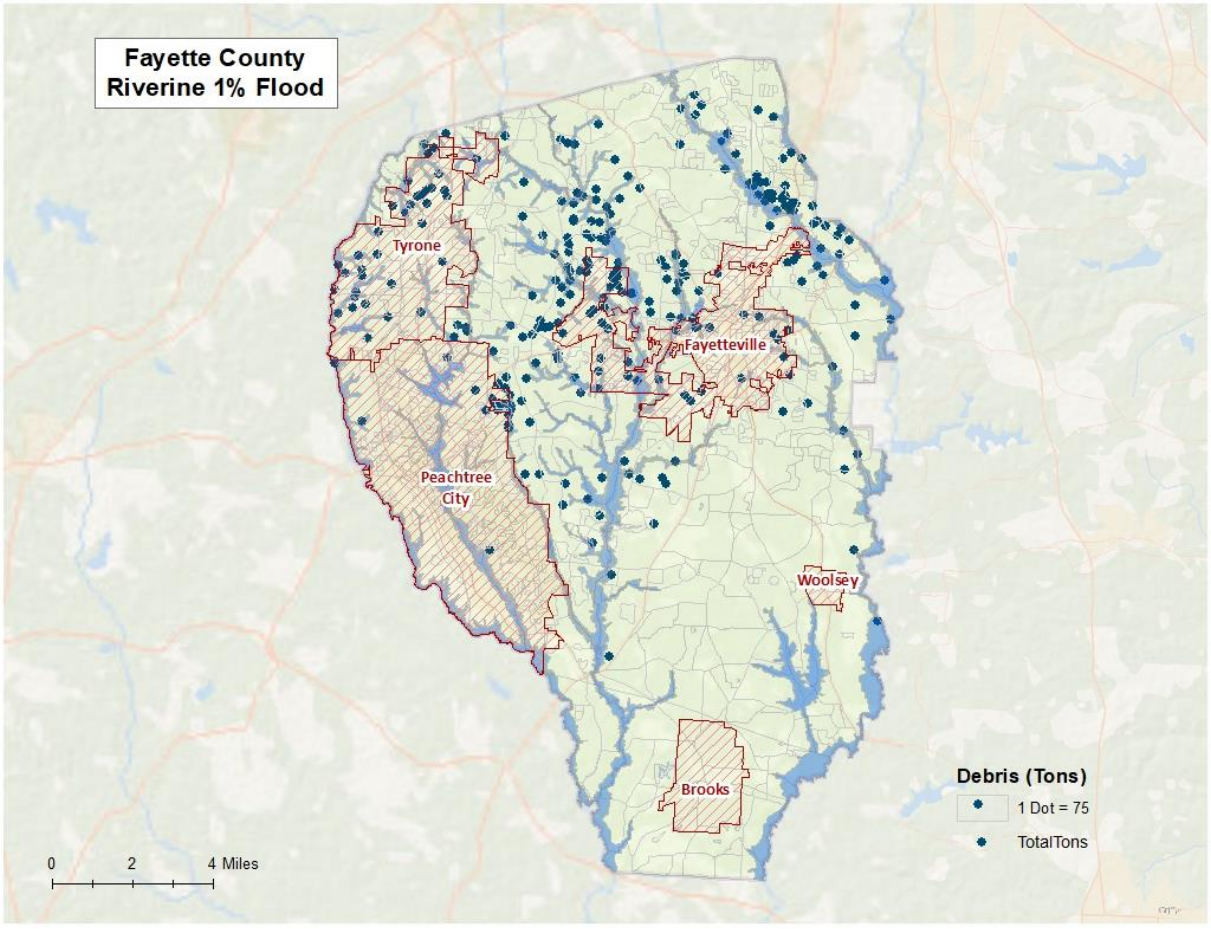


Figure 10: Riverine 1% Flood Debris Weight (Tons)

Tornado Risk Assessment

Hazard Definition

Tornadoes pose a great risk to the state of Georgia and its citizens. Tornadoes can occur at any time during the day or night. They can also happen during any month of the year. The unpredictability of tornadoes makes them one of Georgia's most dangerous hazards. Their extreme winds are violently destructive when they touch down in the region's developed and populated areas. Current estimates place the maximum velocity at about 300 miles per hour, but higher and lower values can occur. A wind velocity of 200 miles per hour will result in a wind pressure of 102.4 pounds per square foot of surface area—a load that exceeds the tolerance limits of most buildings. Considering these factors, it is easy to understand why tornadoes can be so devastating for the communities they hit.

Tornadoes are defined as violently-rotating columns of air extending from thunderstorms and cyclonic events. Funnel clouds are rotating columns of air not in contact with the ground; however, the violently-rotating column of air can reach the ground very quickly and become a tornado. If the funnel cloud picks up and blows debris, it has reached the ground and is a tornado.

Tornadoes are classified according to the Fujita tornado intensity scale. Originally introduced in 1971, the scale was modified in 2006 to better define the damage and estimated wind scale. The Enhanced Fujita Scale ranges from low intensity EF0 with effective wind speeds of 65 to 85 miles per hour, to EF5 tornadoes with effective wind speeds of over 200 miles per hour. The Enhanced Fujita intensity scale is included in Table 10.

Table 10: Enhanced Fujita Tornado Rating

Fujita Number	Estimated Wind Speed	Path Width	Path Length	Description of Destruction
EF0 *Gale*	65-85 mph	6-17 yards	0.3-0.9 miles	Light damage, some damage to chimneys, branches broken, sign boards damaged, shallow-rooted trees blown over.
EF1 Moderate	86-110 mph	18-55 yards	1.0-3.1 miles	Moderate damage, roof surfaces peeled off, mobile homes pushed off foundations, attached garages damaged.
EF2 Significant	111-135 mph	56-175 yards	3.2-9.9 miles	Considerable damage, entire roofs torn from frame houses, mobile homes demolished, boxcars pushed over, large trees snapped or uprooted.
EF3 Severe	136-165 mph	176-566 yards	10-31 miles	Severe damage, walls torn from well-constructed houses, trains overturned, most trees in forests uprooted, heavy cars thrown about.
EF4 Devastating	166-200 mph	0.3-0.9 miles	32-99 miles	Complete damage, well-constructed houses leveled, structures with weak foundations blown off for some distance, large missiles generated.
EF5 Incredible	> 200 mph	1.0-3.1 miles	100-315 miles	Foundations swept clean, automobiles become missiles and thrown for 100 yards or more, steel-reinforced concrete structures badly damaged.

Source: http://www.srh.noaa.gov

Hypothetical Tornado Scenario

For this report, an EF3 tornado was modeled to illustrate the potential impacts of tornadoes of this magnitude in the county. The analysis used a hypothetical path based upon an EF3 tornado event running along the predominant direction of historical tornados (southeast to northwest). The tornado path was placed to travel through Fayetteville. The selected widths were modeled after a re-creation of the Fujita-Scale guidelines based on conceptual wind speeds, path widths, and path lengths. There is no guarantee that every tornado will fit exactly into one of these categories. Table 11 depicts tornado path widths and expected damage.

Table 11: Tornado Path Widths and Damage Curves

Fujita Scale	Path Width (feet)	Maximum Expected Damage
EF-5	2,400	100%
EF-4	1,800	100%
EF-3	1,200	80%
EF-2	600	50%
EF-1	300	10%
EF-0	300	0%

Within any given tornado path there are degrees of damage. The most intense damage occurs within the center of the damage path, with decreasing amounts of damage away from the center. After the hypothetical path is digitized on a map, the process is modeled in GIS by adding buffers (damage zones) around the tornado path. Figure 11 describes the zone analysis.

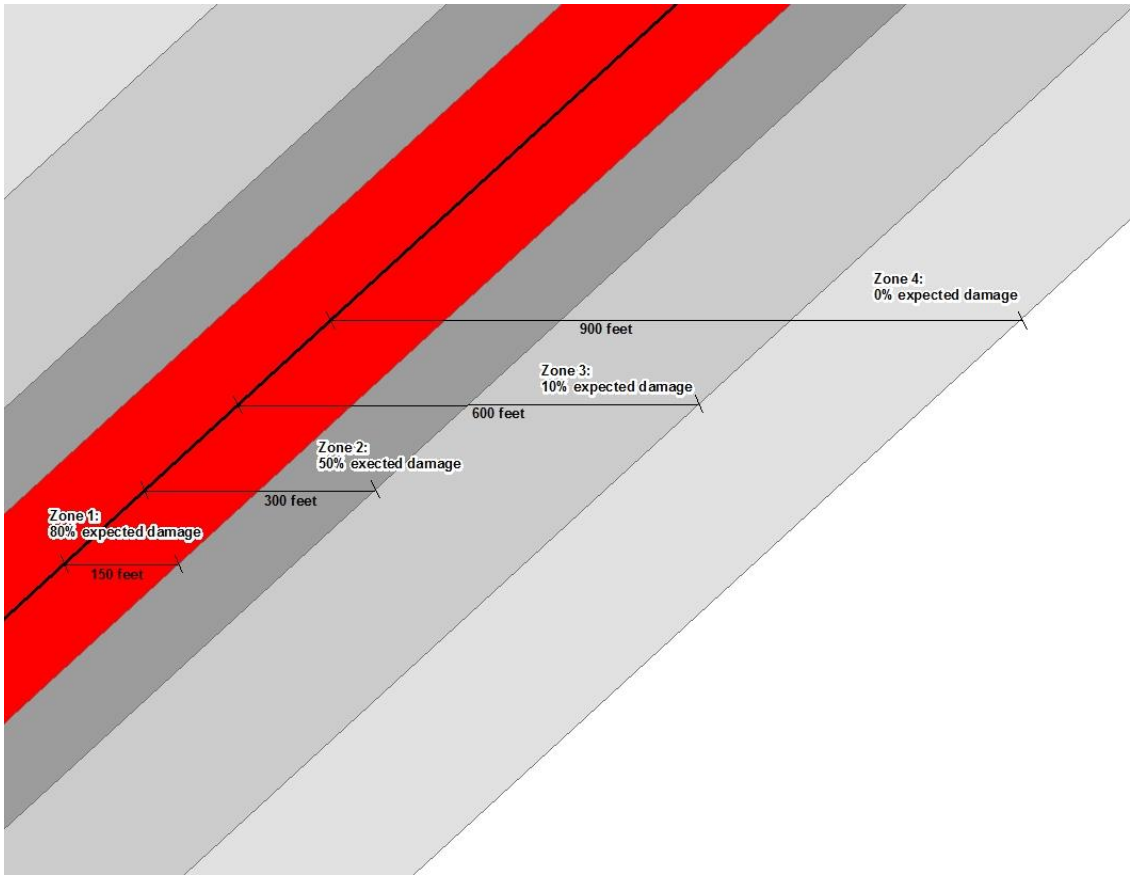


Figure 11: EF Scale Tornado Zones

An EF3 tornado has four damage zones, depicted in Table 12. Major damage is estimated within 150 feet of the tornado path. The outer buffer is 900 feet from the tornado path, within which buildings will not experience any damage. The selected hypothetical tornado path is depicted in Figure 12 and the damage curve buffer zones are shown in Figure 13.

Table 12: EF3 Tornado Zones and Damage Curves

Zone	Buffer (feet)	Damage Curve
1	0-150	80%
2	150-300	50%
3	300-600	10%
4	600-900	0%

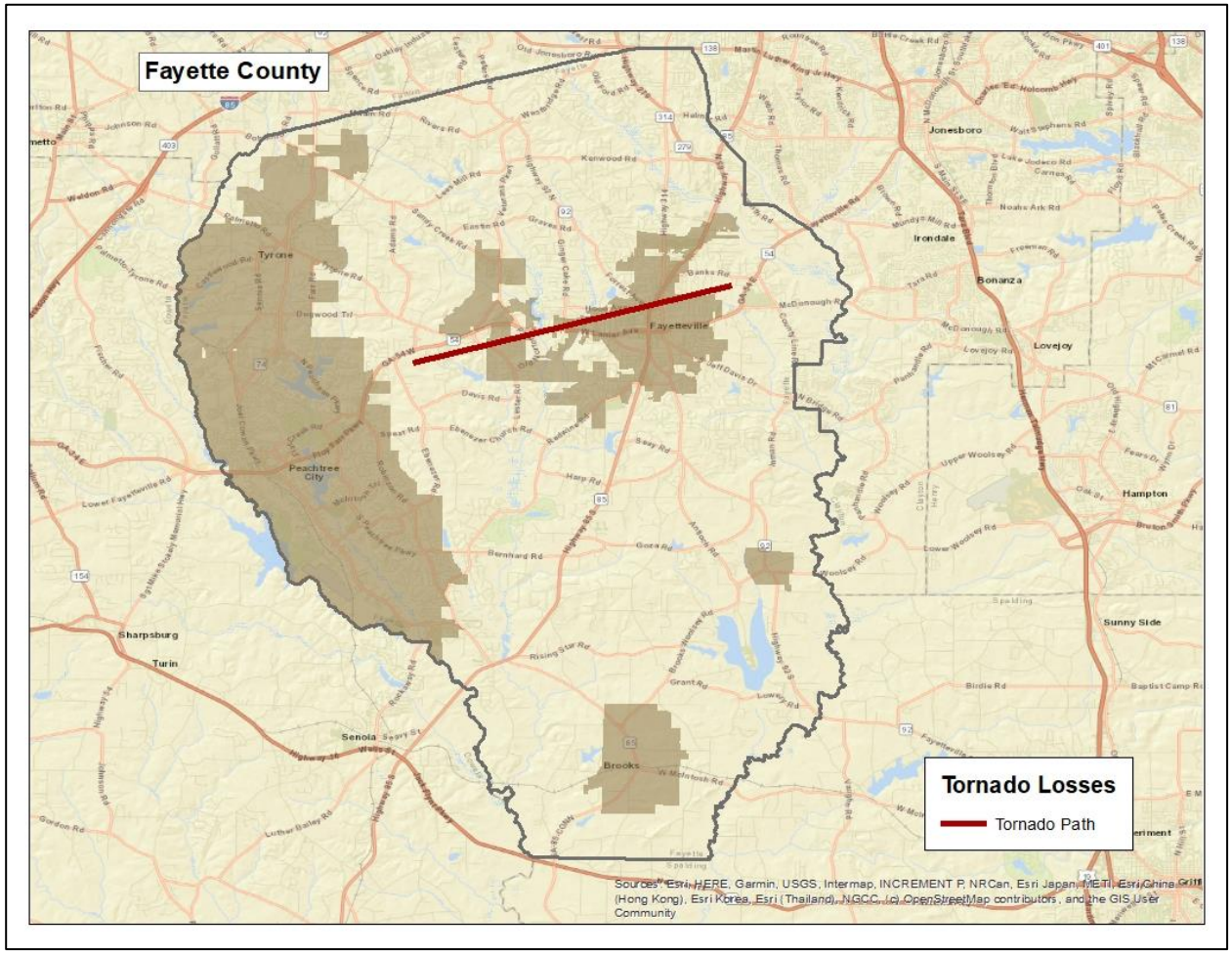


Figure 12: Hypothetical EF3 Tornado Path in Fayette County

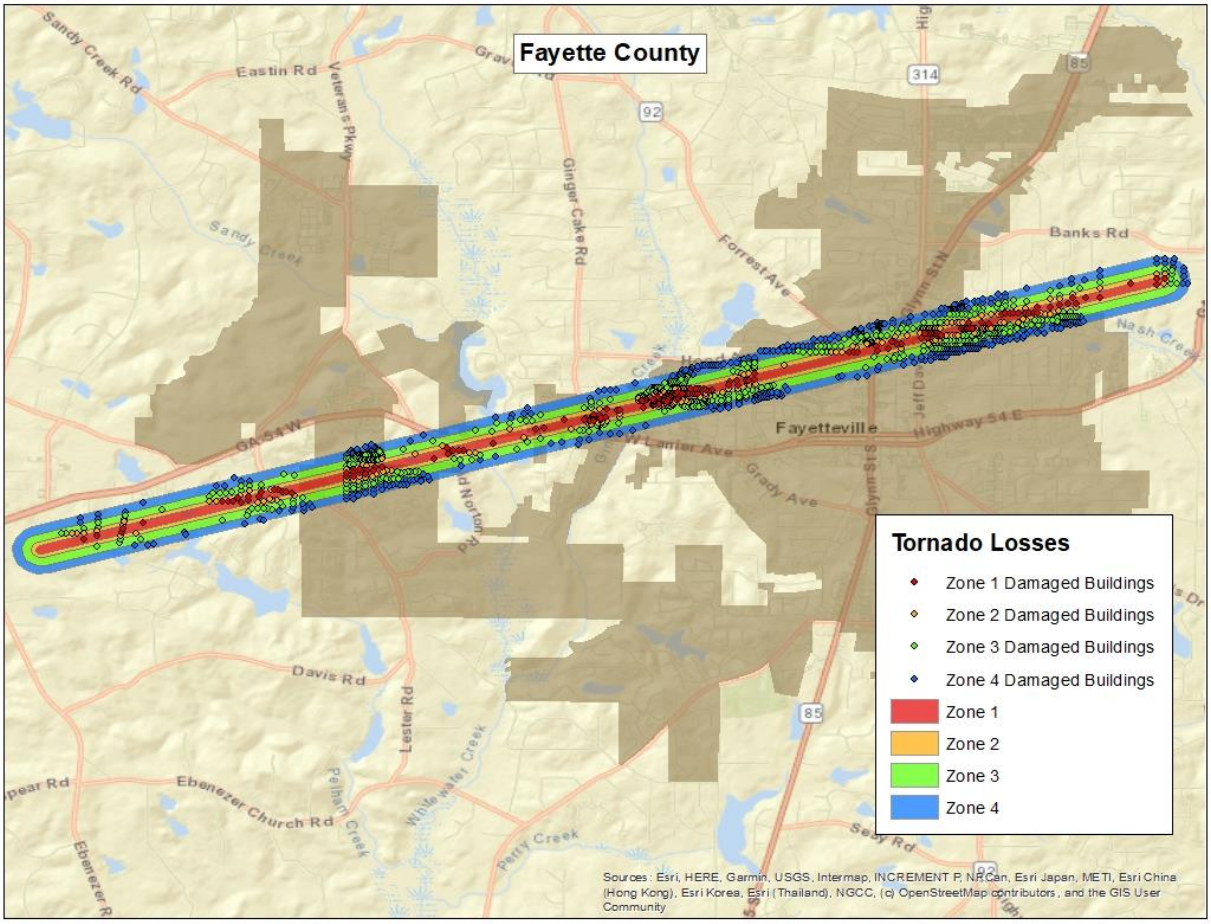


Figure 13: Modeled EF3 Tornado Damage Buffers in Fayette County

EF3 Tornado Building Damages

The analysis estimated that approximately 1,462 buildings could be damaged, with estimated building losses of $84 million. The building losses are an estimate of building replacement costs multiplied by the percentages of damage. The overlay was performed against parcels provided by Fayette County that were joined with Assessor records showing estimated property replacement costs. The Assessor records often do not distinguish parcels by occupancy class if the parcels are not taxable and thus the number of buildings and replacement costs may be underestimated. The results of the analysis are depicted in Table 13.

Table 13: Estimated Building Losses by Occupancy Type

Occupancy	Buildings Damaged	Building Losses
Residential	1,242	$58,537,225
Commercial	207	$16,887,780
Industrial	4	$57,339
Religious	3	$92,567
Education	6	$8,062,517
Total	**1,462**	**$83,637,428**

EF3 Tornado Essential Facility Damage

There were five essential facilities located in the tornado path – four school and one medical care facility. Table 14 outlines the specific facility and the amount of damage under the scenario.

Table 14: Estimated Essential Facilities Damaged

Facility	Amount of Damage
Cleveland Elementary School	Major Damage
Fayetteville Elementary School	Major Damage
Bennett's Mill Middle School	Minor Damage
Fayette County High School	Minor Damage
Fayette Medical Clinic	Minor Damage

According to the Georgia Department of Education, Cleveland Elementary School's enrollment was approximately 414 students, Fayetteville Elementary School's enrollment was approximately 507 students, Bennett's Mill Middle School's enrollment was approximately 876 students, and Fayette County High School's enrollment was approximately 1,360 students as of October 2024. Depending on the time of day, a tornado strike as depicted in this scenario could result in significant injury and loss of life. In addition, arrangements would have to be made for the continued education of the students in another location.

The location of the damaged Essential Facility is mapped in Figure 14.

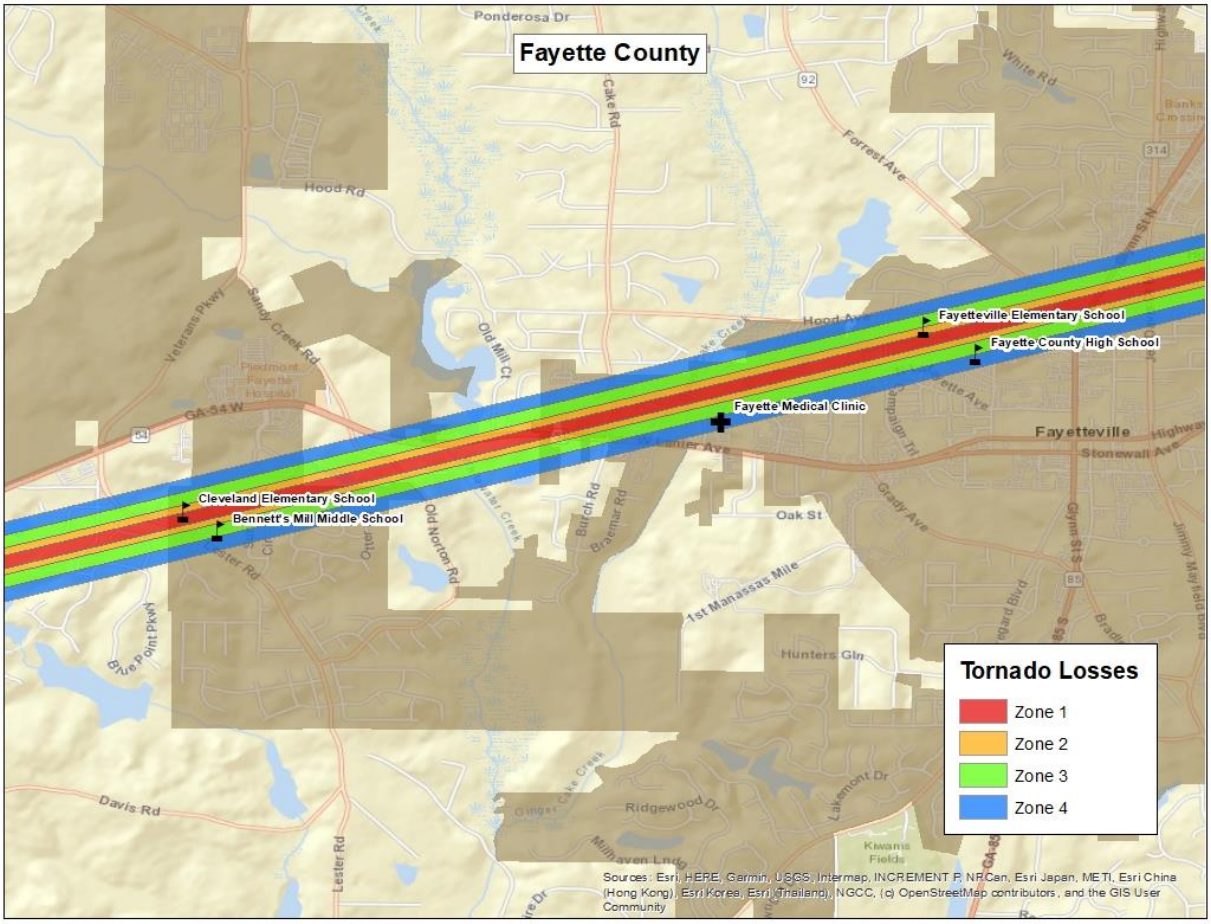


Figure 14: Modeled Essential Facility Damage in Fayette County

Exceptions Report

Hazus Version 2.2 SP1 was used to perform the loss estimates for Fayette County, Georgia. Changes made to the default Hazus-MH inventory and the modeling parameters used to setup the hazard scenarios are described within this document.

Reported losses reflect the updated data sets. Steps, algorithms and assumptions used during the data update process are documented in the project workflow named PDM_GA_Workflow.doc.

Statewide Inventory Changes

The default Hazus-MH Essential Facility inventory was updated for the entire state prior to running the hazard scenarios for Fayette County.

Updates to the Critical Facility data used in GMIS were provided by Fayette County in November 2024. These updates were applied by The Carl Vinson Institute of Government at the University of Georgia. Table 15 summarizes the difference between the original Hazus-MH default data and the updated data for Fayette County.

Table 15: Essential Facility Updates

Site Class	Feature Class	Default Replacement Cost	Default Count	Updated Replacement Cost	Updated Count
EF	Care	$146,850,000	3	$248,000,000	3
EF	EOC	$880,000	1	$7,500,000	1
EF	Fire	$12,141,000	15	$42,150,000	17
EF	Police	$8,234,000	4	$95,561,000	6
EF	School	$386,141,000	31	$622,000,000	26

County Inventory Changes

The GBS records for Fayette County were replaced with data derived from parcel and property assessment data obtained from Fayette County. The county provided property assessment data was current as of November 2024 and the parcel data current as of November 2024.

General Building Stock Updates

The parcel boundaries and assessor records were obtained from Fayette County. Records without improvements were deleted. The parcel boundaries were converted to parcel points located in the centroids of each parcel boundary. Each parcel point was linked to an assessor record based upon matching parcel numbers. The generated Building Inventory represents the approximate locations (within a parcel) of building exposure. The Building Inventory was aggregated by Census Block and imported into Hazus-MH using the Hazus-MH Comprehensive Data Management System (CDMS). Both the 2010 Census Tract and Census Block tables were updated.

The match between parcel records and assessor records was based upon a common Parcel ID. For this type of project, unless the hit rate is better than 85%, the records are not used to update the default aggregate inventory in Hazus-MH. The Parcel-Assessor hit rate for Fayette County was 98.8%.

Adjustments were made to records when primary fields did not have a value. In these cases, default values were applied to the fields. Table 16 outlines the adjustments made to Fayette County records.

Table 16: Building Inventory Default Adjustment Rates

Type of Adjustment	Building Count	Percentage
Area Unknown	353	1%
Construction Unknown	3,787	8%
Condition Unknown	0	0%
Foundation Unknown	5,134	11%
Year Built Unknown	1,945	4%
Total Buildings	**46,215**	**5%**

Approximately 5% of the CAMA values were either missing (<Null> or '0'), did not match CAMA domains or were unusable ('Unknown', 'Other', 'Pending'). These were replaced with 'best available' values. Missing YearBuilt values were populated from average values per Census Block. Missing Condition, Construction and Foundation values were populated with the highest-frequency CAMA values per Occupancy Class. Missing Area values were populated with the average CAMA values per Occupancy Class.

The resulting Building Inventory was used to populate the Hazus-MH General Building Stock and User Defined Facility tables. The updated General Building Stock was used to calculate flood and tornado losses. Changes to the building counts and exposure that were modeled in Fayette County are sorted by General Occupancy in Table 1 at the beginning of this report. If replacements cost or building value were not present for a given record in the Assessor data, replacement costs were calculated from the Building Area (sqft) multiplied by the Hazus-MH RS Means ($/sqft) values for each Occupancy Class.

Differences between the default and updated data are due to various factors. The Assessor records often do not distinguish parcels by occupancy class when the parcels are not taxable; therefore, the total number of buildings and the building replacement costs for government, religious/non-profit, and education may be underestimated.

User Defined Facilities

Building Inventory was used to create Hazus-MH User Defined Facility (UDF) inventory for flood modeling. Hazus-MH flood loss estimates are based upon the UDF point data. Buildings within the flood boundary were imported into Hazus-MH as User Defined Facilities and modeled as points.

Table 17: User Defined Facility Exposure

Class	Hazus-MH Feature	Counts	Exposure
BI	Building Exposure	45,624	$14,718,710,391
Riverine UDF	Structures Inside 1% Annual Chance Riverine Flood Area	1,220	$417,775,068

Assumptions

- Flood analysis was performed on Building Inventory. Building Inventory within the flood boundary was imported as User Defined Facilities. The point locations are parcel centroid accuracy.
- The analysis is restricted to the county boundary. Events that occur near the county boundary do not contain loss estimates from adjacent counties.
- The following attributes were defaulted or calculated:
  First Floor Height was set from Foundation Type
  Content Cost was calculated from Building Cost

GEMHSA Worksheet #3a Inventory of Assets

Jurisdiction: Fayette County (Unincorporated)
Hazard: Flood

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

	Number of Structures			Value of Structures			Number of People		
Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	19,664	544	2.766%	5,713,157,958	51,918,990	0.909%	53,599	1,483	3%
Commercial	348	21	6.034%	270,110,159	9,467,556	3.505%	0	0	#DIV/0!
Industrial	196	15	7.653%	72,717,986	2,207,361	3.036%	0	0	#DIV/0!
Agricultural	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Religious/ Non-profit	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Government	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Total	20,208	580	2.870%	6,055,986,103	#DIV/0!	#DIV/0!	53,599	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?	Y	
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?		N
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMHSA Worksheet #3a Inventory of Assets

Jurisdiction: Fayette County
Hazard: Non-Spatially Defined Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

	Number of Structures			Value of Structures			Number of People		
Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	42,361	42,361	100.000%	12,182,648,000	12,182,648,000	100.000%	53,599	53,599	100%
Commercial	2,227	2,227	100.000%	1,556,722,000	1,556,722,000	100.000%	0	0	0%
Industrial	702	702	100.000%	451,804,000	451,804,000	100.000%	0	0	0%
Agricultural	2	2	100.000%	182,000	182,000	100.000%	0	0	0%
Religious/ Non-profit	219	219	100.000%	168,178,000	168,178,000	100.000%	0	0	0%
Government	44	44	100.000%	102,952,000	102,952,000	100.000%	0	0	0%
Education	69	69	100.000%	256,097,000	256,097,000	100.000%	0	0	0%
Utilities	0	0	#DIV/0!	0	0	#DIV/0!	0	0	0%
Total	45,624	45,624	100.000%	14,718,583,000	14,718,583,000	100.000%	53,599	53,599	100%

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?	Y	
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?		N
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMHSA Worksheet #3a Inventory of Assets

Jurisdiction: Fayetteville
Hazard: Flood

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

	Number of Structures			Value of Structures			Number of People		
Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	6,304	119	1.888%	1,800,709,650	8,144,562	0.452%	19,364	366	2%
Commercial	953	11	1.154%	715,032,101	421,337	0.059%	0	0	#DIV/0!
Industrial	147	3	2.041%	61,567,601	349,253	0.567%	0	0	#DIV/0!
Agricultural	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Religious/ Non-profit	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Government	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Total	7,404	133	1.796%	2,577,309,352	#DIV/0!	#DIV/0!	19,364	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?	Y	
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?		N
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMHSA Worksheet #3a Inventory of Assets

Jurisdiction: Fayetteville
Hazard: Non-Spatially Defined Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

	Number of Structures			Value of Structures			Number of People		
Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	6,304	6,304	100.000%	1,800,709,650	1,800,709,650	100.000%	19,364	19,364	100%
Commercial	953	953	100.000%	715,032,101	715,032,101	100.000%	0	0	#DIV/0!
Industrial	147	147	100.000%	61,567,601	61,567,601	100.000%	0	0	#DIV/0!
Agricultural	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
Religious/ Non-profit	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
Government	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
Utilities	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
Total	7,404	7,404	100.000%	2,577,309,352	2,577,309,352	100.000%	19,364	19,364	100%

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?	Y	
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?		N
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMHSA Worksheet #3a Inventory of Assets

Jurisdiction: Peachtree City
Hazard: Flood

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

	Number of Structures			Value of Structures			Number of People		
Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	13,329	249	1.868%	3,739,456,597	16,240,115	0.434%	38,977	728	2%
Commercial	259	21	8.108%	279,937,433	620,639	0.222%	0	0	#DIV/0!
Industrial	678	5	0.737%	468,069,073	965,416	0.206%	0	0	#DIV/0!
Agricultural	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Religious/ Non-profit	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Government	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Total	14,266	275	1.928%	4,487,463,103	#DIV/0!	#DIV/0!	38,977	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?	Y	
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?		N
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMHSA Worksheet #3a Inventory of Assets

Jurisdiction: Peachtree City
Hazard: Non-Spatially Defined Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

	Number of Structures			Value of Structures			Number of People		
Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	13,329	13,329	100.000%	3,739,456,597	3,739,456,597	100.000%	38,977	38,977	100%
Commercial	259	259	100.000%	279,937,433	279,937,433	100.000%	0	0	#DIV/0!
Industrial	678	678	100.000%	468,069,073	468,069,073	100.000%	0	0	#DIV/0!
Agricultural	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
Religious/ Non-profit	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
Government	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
Utilities	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
Total	14,266	14,266	100.000%	4,487,463,103	4,487,463,103	100.000%	38,977	38,977	100%

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?	Y	
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?		N
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

GEMHSA Worksheet #3a Inventory of Assets

Jurisdiction: Tyrone
Hazard: Flood

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

	Number of Structures			Value of Structures			Number of People		
Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	2,742	121	4.413%	828,758,879	11,060,720	1.335%	7,803	344	4%
Commercial	220	8	3.636%	100,358,088	874,845	0.872%	0	0	#DIV/0!
Industrial	93	2	2.151%	36,966,886	1,192,378	3.226%	0	0	#DIV/0!
Agricultural	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Religious/ Non-profit	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Government	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Education	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Utilities	0	0	#DIV/0!	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Total	3,055	131	4.288%	966,083,853	#DIV/0!	#DIV/0!	7,803	#DIV/0!	#DIV/0!

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area? Y		
2. Do you know whether your critical facilities will be operational after a hazard event?	N	
3. Is there enough data to determine which assets are subject to the greatest potential damages?	N	
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?	N	

GEMHSA Worksheet #3a Inventory of Assets

Jurisdiction: Tyrone
Hazard: Non-Spatially Defined Hazard

Task A. Determine the proportion of buildings, the value of buildings, and the population in your community or state that are located in hazard areas.

	Number of Structures			Value of Structures			Number of People		
Type of Structure (Occupancy Class)	# in Community of State	# in Hazard Area	% in Hazard Area	$ in Community or State	$ in Hazard Area	% in Hazard Area	# in Community or State	# in Hazard Area	% in Hazard Area
Residential	2,742	2,742	100.000%	828,758,879	828,758,879	100.000%	7,803	7,803	100%
Commercial	220	220	100.000%	100,358,088	100,358,088	100.000%	0	0	#DIV/0!
Industrial	93	93	100.000%	36,966,886	36,966,886	100.000%	0	0	#DIV/0!
Agricultural	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
Religious/ Non-profit	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
Government	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
Education	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
Utilities	0	0	#DIV/0!	0	0	#DIV/0!	0	0	#DIV/0!
Total	3,055	3,055	100.000%	966,083,853	966,083,853	100.000%	7,803	7,803	100%

Task B. Determine whether (and where) you want to collect additional inventory data.

	Y	N
1. Do you know where the greatest damages may occur in your area?	Y	
2. Do you know whether your critical facilities will be operational after a hazard event?		N
3. Is there enough data to determine which assets are subject to the greatest potential damages?		N
4. Is there enough data to determine whether significant elements of the community are vulnerable to potential hazards?	Y	
5. Is there enough data to determine whether certain areas of historic, environmental, political, or cultural significance are vulnerable to potential hazards?	Y	
6. Is there concern about a particular hazard because of its severity, repetitiveness, or likelihood of occurrence?	Y	
7. Is additional data needed to justify the expenditure of community or state funds for mitigation initiatives?		N

COUNTY AGENDA REQUEST

Department:	Environmental Management	Presenter(s):	Bryan Keller, Director
Meeting Date:	Thursday, January 22, 2026	Type of Request:	Consent #14

Wording for the Agenda:

Approval to add Windsor Court (FKA Nash Oaks) subdivision to Fayette County's Street Light Program.

Background/History/Details:

The property owners in the subdivision known as Windsor Court (FKA Nash Oaks) are petitioning the Board of Commissioners to add Windsor Court (FKA Nash Oaks) subdivision into the Fayette County Street Light Program.

The Board of Commissioners created Fayette County Street Light Districts in September 1983. The street light ordinance was amended in November 2014 to require a $100 application fee and prepayment of two (2) years worth of street light bills to cover expenses incurred by Fayette County until the charges could be recouped with the tax bills. Windsor Court (FKA Nash Oaks) has paid Fayette County the required amounts and presented a petition representing 100% approval in Windsor Court (FKA Nash Oaks).

The estimated monthly charge is $122.50. Windsor Court (FKA Nash Oaks) has paid the $100 application fee and the first two (2) years prepayment for street lights. The anticipated street light assessment for the forty two (42) parcels in the Windsor Court (FKA Nash Oaks) street light district on the 2026 Property Tax Bill is $42 per parcel.

What action are you seeking from the Board of Commissioners?

Approval to add Windsor Court (FKA Nash Oaks) subdivision to Fayette County's Street Light Program.

If this item requires funding, please describe:

These additional lights will cost $122.50 per month per Coweta Fayette EMC. Windsor Court (FKA Nash Oaks)has prepaid the amounts required to become a street light district until the cost may be added onto the property tax bill and the county reimbursed.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Yes	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

FAYETTE COUNTY
PETITION FOR STREET LIGHTING

WE, THE UNDERSIGNED, ALL BEING PROPERTY OWNERS OF THE STREET LIGHT DISTRICT Windsor Court FKA Nash Oaks **, DO HEREBY PETITION THE FAYETTE COUNTY BOARD OF COMMISSIONERS FOR THE PLACEMENT OF STREET LIGHTS THROUGH OUR SUBDIVISION OR STREET(S).**

EACH OF US DOES HEREBY PLEDGE AND CONSENT TO THE LEVYING OF A LIEN BY FAYETTE COUNTY AGAINST PROPERTY WE OWN FOR THE PURPOSE OF PAYMENT OF THE COST OF AND OPERATING THE STREET LIGHTS. THERE ARE 42 **NUMBER OF LOTS CURRENTLY EXISTING IN STREET LIGHT DISTRICT** Windsor Court FKA Nash Oaks **, AND EACH OWNER AS SHOWN ON THE TAX RECORDS HAS AFFIRMATIVELY SIGNED THIS PETITION OR INDICATION FOR DISAPPROVAL IS NOTED HEREIN.**

THIS PETITION REPRESENTS 42 **AFFIRMATIVE VOTES, OR** 100 **% OF THIS DISTRICT TO BE EFFECTED IN THIS REQUEST. YOUR SIGNATURE ON THIS PETITION INDICATED THAT YOU HAVE READ AND FULLY UNDERSTAND THE REQUIREMENTS FOR APPROVAL OF A STREET LIGHT DISTRICT.**

PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, THE UNDERSIGNED AFFIANT, WHO SAYS ON OATH THAT HE, SHE IS ONE OF THE SUBSCRIBING WITNESSES TO THE WITHIN INSTRUMENT; THAT EACH OF SAID WITNESSES SAY THE EXECUTION AND DELIVERY OF THE SAME BY EACH GRANTOR THEREIN FOR THE PURPOSE SET FORTH; AND THAT EACH OF SAID WITNESSES SIGNED THE SAME AS PURPORTED.

SWORN TO AND SUBSCRIBED BEFORE ME,

THIS 17th **DAY OF** November **,20** 25 **.**

(SUBSCRIBING WITNESS)

Sharon M. Horvath

NOTARY PUBLIC

FAYETTE COUNTY, STATE OF GEORGIA

SHARON M HORVATH NOTARY PUBLIC COWETA COUNTY, GEORGIA MY COMMISSION EXPIRES JANUARY 04, 2028

REQUIREMENTS FOR APPROVAL OF A STREETLIGHT DISTRICT

In order for a Streetlight District to be formed, the following steps are necessary:

1. **Obtain Petition Forms from the Environmental Management Department.**

   All property owners in the subdivision must be contacted and they must sign "Yes" or "No" concerning the installation of street lighting and billing by Fayette County upon their tax bills. Only the property owner's signature will be accepted. If both husband and wife are joint legal owners, both signatures will be required - a "Mr. & Mrs." signature is not acceptable. Each owner must sign individually. In the event that a property owner cannot be personally contacted, the receipt from a registered letter will be accepted. No signature may be withdrawn from the Petition after it is filed with the County Engineer's Office. The purpose of the witness' signature is to verify the property owner's signature, if in question. Percentages will be calculated based on individual lots whose owners sign affirmatively, divided by the total number of platted lots in the district. The petition must contain not less than ten (10) property owners representing not less than sixty-six and two-thirds percent (66-2/3%) affirmative signatures of the property owners within the district to be established. A petition may however, be brought by less than ten (10) property owners where such represents one hundred percent (100%) affirmative signatures of the property owners within the district to be established.

2. **A diagram from the relevant electric company indicating where the district's street lights are installed, type of light, and estimated monthly cost for such lights.**

3. **The completed Petition and $100 Application Fee is returned to Environmental Management where it is checked to ensure requirement compliance. The petition will be denied if it does not meet such requirements of a 66-2/3% affirmative vote. Petitions meeting requirements will be presented to the Board of Commissioners at an official Bi-Monthly Meeting for approval or disapproval.**

4. **Prepayment for the first two (2) years of electric costs to cover street light expenses until fees may be recouped on the property tax bill.**

The objective of the Fayette County Street Lighting Program is to illuminate the streets of participating subdivisions in accordance with standards of the American National Standard Practice for Roadway Lighting, 1973. It is not the objective of this program to illuminate private property.

The Fayette County Street Lighting Program will be administered by the County Environmental Management's Office, 140 Stonewall Avenue West, Suite 203, Fayetteville, GA 30214. Telephone: (770)305-5410.

There are two power companies serving Fayette County: Georgia Power Company and Coweta-Fayette EMC. Their rates vary slightly.

In order for a Developer to have a proposed subdivision approved as a Streetlight District, the plat for such subdivision must be approved and made a part of the County's Official Tax Records.

Property owners within a street light district will be billed annually on their County Tax Bill for the previous year's use of lights. Cost for street lighting shall be annual operating costs plus a 20% Administration Fee. The charges shall be levied on a "per lot" basis.

FAYETTE COUNTY STREET LIGHTING PROGRAM
SIGNATURE SHEET

1 - 42
Lot #(s)

Callaway Fayette, LLC
Property Owner(s)

7008E Highway 16 | Yes | No | (Check yes or no for each Address signature)
(Street & No.)

Signature ☑ ☐

Signature ☐ ☐ Witness

Lot #(s)

Property Owner(s)

(Street & No.) | Yes | No | (Check yes or no for each Address signature)

Signature ☐ ☐

Signature ☐ ☐ Witness

COUNTY AGENDA REQUEST

Department:	911 Communications	Presenter(s):	Katye Vogt, Director
Meeting Date:	Thursday, January 22, 2026	Type of Request:	Consent #15

Wording for the Agenda:

Approval of an amendment to the existing lease at Huddleston Road tower site to correct Exhibit "A" of the lease.

Background/History/Details:

On August 28, 2025, the Board approved a twenty (20) year lease on the tower site at Huddleston Road for Public Safety Radio System (#1428-P) in the amount of $5,845 per month. After execution, it was discovered that the structural analysis (SA) was run with equipment being removed from the tower, therefore invalidating the exhibit in the lease.

This zero-dollar change order corrects the exhibit to show all equipment currently on the tower and the equipment being added by Fayette County. There are no changes being made to the terms of the lease.

What action are you seeking from the Board of Commissioners?

Approval of an amendment to the existing lease at Huddleston Road tower site to correct Exhibit "A" of the lease.

If this item requires funding, please describe:

Zero dollar change order.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.

Approved by Finance	Yes	Reviewed by Legal	No
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment (the "First Amendment") to that certain License Agreement dated September 23, 2025, by and between American Towers LLC and Fayette County (the "Agreement") is made and entered into as of the latter signature date hereof, by and between American Towers LLC, a Delaware limited liability company (the "Licensor") and Fayette County (the "Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor owns a certain communications tower on a certain parcel of land located at 112 Huddleson Road, Peachtree City, GA 30269-3126 more commonly known to Licensor as the Peachtree City West, GA tower site (the "Tower Facility"); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Tower Facility; and

WHEREAS, Licensee desires to modify its equipment at the Tower Facility ("Modified Equipment").

NOW THEREFORE**,** in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1) Licensor and Licensee agree and acknowledge that Licensee shall modify its equipment for a final installed configuration pursuant to Exhibit A-1.

2) Licensor and Licensee agree and acknowledge that Exhibit A to the Agreement is hereby deleted in its entirety as of the date this First Amendment is fully executed and shall be replaced with Exhibit A-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between Exhibit A-1 and Licensee's equipment information set forth in the Agreement, Exhibit A-1 shall control.

3) Notwithstanding anything to the contrary in the Agreement, the offer to Licensee expressed in this First Amendment shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Facility completed after the execution of this First Amendment by Licensor but before the Commencement Date of the installation of Licensee's Modified Equipment indicates that the Tower Facility is not suitable for Licensee's Modified Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.

4) The Parties agree that (i) a digital or electronic signature on this First Amendment and/or (ii) a fully executed scanned or electronically reproduced copy or image of

this First Amendment shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, manually executed counterpart of this First Amendment and without the requirement that the unavailability of such original, manually executed counterpart of this First Amendment first be proven.

5) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.

6) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties hereto have set their hands to this First Amendment to that certain License Agreement as of the day and year written below:

LICENSOR:
American Towers LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:
Fayette County, a political subdivision of the state of Georgia

By: _____

Name: _____

Title: _____

Date: _____

Fayette County Clerk Attestation:
By: _____

Name: _____

Date: _____

Fayette County Seal

Exhibit A-1

Exhibit A-1

Customer Name:	ATC Asset Name:	ATC Asset #:
FAYETTE COUNTY BOARD	Peachtree City West	26143
	Customer Site Name: Huddleston Road	**Customer Site #:** N/A

GROUND SPACE REQUIREMENTS

Total Lease Area Sq.Ft: 162.01	**Primary Contiguous Lease Area**	**L:**	17.00'	**W:**	8.00'	**H:**	6.50'	**Sq.Ft:** 136.00
	Customer Building		17.00'		8.00'		6.50'	136.00
	Outside Primary Lease Area		N/A		N/A		N/A	**Sq.Ft:** 26.01
	Fuel Tank AREA		N/A		N/A		N/A	Incl.
	Generator AREA		8.23'		3.16'		8.25'	26.01

BACKUP POWER REQUIREMENTS

Generator: Stand Alone **Fuel Tank Size (gal):** 211.0 **Fuel Type:** Diesel **Fuel Tank Setback (radius):** N/A

UTILITY REQUIREMENTS

Power Provided By: Utility Company Direct

Telco/Interconnect: N/A

TRANSMITTER & RECEIVER SPECIFICATIONS

Type: TX/RX **Quantity:** 10.0 **TX Power (watts):** 100 **ERP Power (watts):** 100

EQUIPMENT SPECIFICATIONS

Type	TTA	OMNI	ICE SHIELD	OMNI	DISH-HP	ICE SHIELD
Manufacturer	dbSpectra	RFI Antennas	Valmont	RFI Antennas	Andrew	Valmont
Model #	DS7TMA17C	CC807-11-P	CIS06	CC807-11-P	VHLP6-6WA-6GR	CIS06
Dimensions HxWxD	10.8" x 6.5" x 4"	205" x 3" x 3"	29.2" x 88.7" x 60"	205" x 3" x 3"	6.36' x 6.36' x 3.12'	29.2" x 88.7" x 60"
Weight (lbs.)	10.0	49.0	740.9	49.0	137.0	740.9
Location	Tower	Tower	Tower	Tower	Tower	Tower
RAD Center AGL	188.5'	188.5'	170.0'	168.5'	165.0'	130.0'
Tip Height	189.0'	197.0'	171.2'	177.0'	168.2'	131.2'
Base Height	188.1'	180.0'	168.8'	160.0'	161.8'	128.8'
Mount Type	Stand-Off	Stand-Off	Leg/Flush	Stand-Off	Leg/Flush	Leg/Flush
Quantity	1	1	1	2	1	1
Azimuths/Dir. of Radiation	90	90	0.197	0/180	0.197	114
Quant. Per Azimuth/Sector	1	1	1	1/1	1	1
TX/RX Frequency Units	MHz	MHz	GHz	MHz	GHz	GHz
TX Frequency	800	800	6GHz	800	6	6GHz
RX Frequency	800	800	6GHz	800	6	6GHz
Using Unlicensed Frequencies?	No	No	No	No	No	No
Antenna Gain	N/A	N/A	N/A	N/A	36.1/ 37.2/ 37.9	N/A
Total # of Lines	1	1	N/A	2	1	N/A
Individual Line Configuration	Qty: 1 Type: Coax Diameter: 1/2" Coax Azimuth/Sector: 1	Qty: 1 Type: Coax Diameter: 7/8" Coax Azimuth/Sector: 1	N/A	Qty: 2 Type: Coax Diameter: 7/8" Coax Azimuth/Sector: 1/1	Qty: 1 Type: Elliptical Diameter: EW63 Azimuth/Sector: 1	N/A
Conduit Configuration	N/A	N/A	N/A	N/A	N/A	N/A

EQUIPMENT SPECIFICATIONS						
Type	DISH-HP	N/A	N/A	N/A	N/A	N/A
Manufacturer	Andrew	N/A	N/A	N/A	N/A	N/A
Model #	VHLP6-6WA-6GR	N/A	N/A	N/A	N/A	N/A
Dimensions HxWxD	6.36' x 6.36' x 3.12'	N/A	N/A	N/A	N/A	N/A
Weight (lbs.)	137.0	N/A	N/A	N/A	N/A	N/A
Location	Tower	N/A	N/A	N/A	N/A	N/A
RAD Center AGL	125.0'	N/A	N/A	N/A	N/A	N/A
Tip Height	128.2'	N/A	N/A	N/A	N/A	N/A
Base Height	121.8'	N/A	N/A	N/A	N/A	N/A
Mount Type	Leg/Flush	N/A	N/A	N/A	N/A	N/A
Quantity	1	N/A	N/A	N/A	N/A	N/A
Azimuths/Dir. of Radiation	114	N/A	N/A	N/A	N/A	N/A
Quant. Per Azimuth/Sector	1	N/A	N/A	N/A	N/A	N/A
TX/RX Frequency Units	GHz	N/A	N/A	N/A	N/A	N/A
TX Frequency	6	N/A	N/A	N/A	N/A	N/A
RX Frequency	6	N/A	N/A	N/A	N/A	N/A
Using Unlicensed Frequencies?	No	N/A	N/A	N/A	N/A	N/A
Antenna Gain	36.1/ 37.2/ 37.9	N/A	N/A	N/A	N/A	N/A
Total # of Lines	1	N/A	N/A	N/A	N/A	N/A
Individual Line Configuration	Qty: 1 Type: Elliptical Diameter: EW63 Azimuth/Sector: 1	N/A	N/A	N/A	N/A	N/A
Conduit Configuration	N/A	N/A	N/A	N/A	N/A	N/A

LICENSOR SITE NAME / NUMBER: Peachtree City West / 26143
LICENSEE SITE NAME / NUMBER: Huddleston Road / 7

LICENSE AGREEMENT
ATC Contract No: _____

This LICENSE AGREEMENT ("**Agreement**") is entered into as of the latter signature date hereof ("**Effective Date**") by and between American Towers LLC, a Delaware limited liability company, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("**Licensor**") and Fayette County, Georgia, a political subdivision of the state of Georgia, with a place of business at 140 Stonewall Ave., W. Fayetteville GA 30214 ("**Licensee**").

I. TOWER FACILITY INFORMATION:

Site Name: Peachtree City West
Site Number: 26143
Address and/or location of Tower Facility: 112 Huddleston Road, Peachtree City, Georgia 30269-3126
Tower Facility Coordinates: Lat. 33° 23' 39.029" N33.39417473 Long. 84° 35' 41.431" W-84.59484199

II. NOTICE & EMERGENCY CONTACTS:

- Licensee's local emergency contact (name and number): Katye Vogt (678) 614-6233.
- Licensor's local emergency contact: Network Operations Communications Center (877) 518-6937.
- Notices to Licensee shall be sent to Licensee's address above to the attention of Katye Vogt.
- Notices to Licensor shall be sent to Licensor's address above to the attention of Contracts Manager.
- Licensor's Remittance Address and ACH/Wire: American Towers LLC, 29637 Network Place, Chicago, IL 60673-1296; ABA Routing #: 021000021, Account #: 227723662; all payments shall include a reference to the Site Name and Site Number as identified above in Section I.

III. PERMITTED USE OF TOWER FACILITY BY LICENSEE:

Transmitting and Receiving frequencies: See Exhibit A for specific frequencies.
Antenna mount height on tower: See Exhibit A for specific location.
All other permitted uses of the Tower Facility including Licensee's Approved Equipment, and the Licensed Space are further described in Section 4 of this Agreement and Exhibits A and B attached hereto.

IV. TERM & FEES:

Initial Term: A period of twenty (20) years beginning on the Commencement Date. The "**Commencement Date**" shall be the earlier of: (i) the date of Licensor's issuance of a NTP or (ii) October 17, 2025.

Renewal Terms: Three (3) additional periods of five (5) years each.

Monthly License Fee: Five Thousand Eight Hundred Forty-Five and 00/100 Dollars ($5,845.00), increased by the Annual Escalator on the first anniversary of the Commencement Date of this Agreement and each anniversary of the Commencement Date thereafter during the Term (as defined in Appendix I).

Annual Escalator: Four percent (4%).

Initial Application Collocation Fee: The Parties agree that Licensee shall pay to Licensor a one-time non-refundable fee in the amount of Two Thousand and 00/100 Dollars ($2,000.00) (the "**Collocation Fee**"), payable concurrent with the submission of the initial Application. The Collocation Fee is a negotiated rate associated with Licensee's initial Application and is inclusive of the Application Fee, Site Inspection Fee, SSIS Fee (if applicable), and Structural Analysis Fee. For the avoidance of doubt, any design modifications to the Approved Equipment, whether prior to the initial installation of Licensee's Approved Equipment or subsequent modifications thereto, may result in charges for an additional Application Fee, Site Inspection Fee, SSIS Fee, or Structural Analysis Fee, at the rates defined above, as applicable for each design change.

The following fees are one-time non-refundable fees that Licensee shall pay on a per Application basis to Licensor, for each subsequent Application or each modification to an Application:

☒ Application Fee: One Thousand and 00/100 Dollars ($1,000.00) per Application, increased annually on each anniversary of the Commencement Date of this Agreement by the Annual Escalator. The Application Fee becomes due and payable upon submission of Licensee's initial Application and any other Applications submitted or modified pursuant to Section 10. The Application Fee is nonrefundable and is earned in full by Licensor upon receipt of such Application (all references to "**Application**" made herein are to the then-current application form issued by Licensor).

☒ Site Inspection Fee: One Thousand Five Hundred and 00/100 Dollars ($1,500.00), per Application, increased annually on each anniversary of the Commencement Date of this Agreement by the Annual Escalator. Licensee shall pay the Site Inspection Fee pursuant to the terms of Section 8.

☒ Structural Analysis Fee: Licensee shall pay the Structural Analysis Fee pursuant to the terms of Section 10(c).

Electricity for operation of Approved Equipment is to be provided by (check one):

☐ Licensor, with the cost of such electricity to be paid by Licensee at the initial rate of $N/A per month ("**Utility Fee**") subject to adjustment pursuant to Subsection 5(b), OR
☒ Licensee, at its sole expense.

V. TERMS & CONDITIONS:

The attached terms and conditions are incorporated herein by this reference.

VI. OTHER PROVISIONS:

Other provisions: (check one): ☐ None ☒ As listed below

A. PCN/PCN Retention Fee/Cross-Default. Licensee, an Affiliate of Licensee or any entity or individual acting on behalf Licensee or an Affiliate of Licensee shall only issue Prior Coordination Notices ("**PCNs**") for the Permitted Frequencies set forth in Exhibit A and shall not issue PCNs for any other frequencies at this Tower Facility or at any other tower facility owned and/or operated by Licensor unless Licensee has submitted an Application for use of the subject frequencies to Licensor for which a partially executed License Agreement shall be signed by Licensee and returned to Licensor within sixty (60) days of the submittal of the Application. Licensee shall withdraw PCNs filed for any frequencies which are not licensed to Licensee by Licensor, no more than ten (10) days from the date of Licensee's withdrawal of an Application or Licensor's election to not process a Licensee-submitted Application. Failure to comply with the terms of this Subsection A shall constitute an event of default pursuant to Section 21 hereof (a "**PCN Default**") for which the cure period is set forth in Section 21. In the event Licensee fails to cure a PCN Default within the cure period set forth in Section 21, then, in addition to all other obligations of Licensee under this Agreement, Licensee shall pay Licensor Twenty Five Thousand and 00/100 Dollars ($25,000.00) per month as liquidated damages for each tower facility wherein Licensee maintains an active PCN in breach of this Subsection A ("**PCN Retention Fee**"). Licensor and Licensee acknowledge that holding PCNs in violation of this Subsection A reduces Licensor's opportunity to license space at Licensor's tower facilities and since the actual amount of such lost revenue is difficult to determine, Licensor and Licensee agree that the PCN Retention Fee is a reasonable estimate of the damages that would accrue if a breach occurred. Licensor and Licensee agree that the PCN Retention Fee is fair and reasonable and would not act as a penalty to the breaching Party. The PCN Retention Fee shall be remitted by Licensee within ten (10) days of Licensor's written notice to Licensee of Licensee's uncured default of this Subsection A and Licensee shall continue to remit payment of the PCN Retention Fee on a monthly basis on or before the first day of each calendar month while such default of this Subsection A remains uncured. In the event that Licensor does not receive the PCN Retention Fee on or before the first day of each month, then Licensor

may, at its option, declare a default of this Agreement and all agreements between Licensor and Licensee and the PCN Retention Fee shall continue to be due and payable as set forth herein until the time Licensee withdraws the subject PCNs.

B. Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either Party hereto if a structural analysis of the Tower Facility completed after the execution of this Agreement by Licensor but before the commencement of the installation of Licensee's Approved Equipment indicates that the Tower Facility is not suitable for Licensee's Approved Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.

C. In no event shall Licensee's use of the Tower Facility, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of Licensor. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensor for any and all costs required to modify and/or upgrade Licensor's lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.

[Signatures appear on next page]

LICENSOR SITE NAME / NUMBER: Peachtree City West / 26143
LICENSEE SITE NAME / NUMBER: Huddleston Road / 7

IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the day and year written below; *provided, however,* that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR:
American Towers LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:
Fayette County Board of Commissioners, a political subdivision of the State of Georgia

By: _____

Name: Lee Hearn

Title: Chairman Board of Commissioners

Date: 8/28/25

Attest: County Clerk
Tameca P. Smith
August 28, 2025

FAYETTE COUNTY GEORGIA

LICENSOR SITE NAME / NUMBER: Peachtree City West / 26143
LICENSEE SITE NAME / NUMBER: Huddleston Road / 7

IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the day and year written below; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR:
American Towers LLC, a Delaware limited liability company

By: _____

Name: Nathaniel Ritzenthaler

Title: Senior Counsel US Tower

Date: 9/23/2025

LICENSEE:
Fayette County, Georgia political subdivision of the State of Georgia

By: _____

Name: _____

Title: _____

Date: _____

Fayette County Clerk Attestation:

By: _____

Name: _____

Date: _____

Fayette County Seal

TERMS AND CONDITIONS

1. DEFINITIONS.

Capitalized terms defined in the body of this Agreement are indexed by location in Appendix I attached hereto. Capitalized terms used in Agreement but not defined herein are defined in Appendix I.

2. GRANT OF LICENSE.

Subject to the terms of this Agreement, Licensor hereby grants Licensee a non-exclusive license to install, maintain and operate the Approved Equipment at the Licensed Space. All Approved Equipment shall be and remain Licensee's personal property throughout the Term of this Agreement. Licensor shall maintain the Tower Facility in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. In no event shall Licensee's license as granted herein include rights to use the air space above the Approved Equipment, and Licensor reserves the right to install, construct and/or operate additional improvements or equipment of Licensor or others above Licensee's Approved Equipment, including Licensee's shelter (commonly referred to as "stacking"), provided that such additional improvements or equipment do not materially and adversely interfere with the access to or operation of the Approved Equipment, including Licensee's shelter. Licensee is not required to utilize a stackable shelter, provided that, if Licensee opts to install a shelter that is not stackable and if Licensor receives an offer to license the air space above Licensee's non-stackable shelter by a proposed subsequent user, Licensor may, at its election, upon thirty (30) days' prior written notice require Licensee to replace such non-stackable shelter with a stackable shelter of a comparable size, provided that the proposed subsequent user agrees in writing to be wholly responsible for the cost of Licensee's shelter replacement. Subject to any limitations contained in the Ground Lease, Licensor grants Licensee a right of access to the Tower Facility twenty-four (24) hours per day, seven (7) days per week during the Term. Licensor grants Licensee a designated location for the installation of Licensee's utilities over, under or across the Tower Facility (collectively, "**Easement**"). Licensee shall be responsible for any and all Damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Facility. Licensor shall provide Licensee with one set of keys and/or codes to access the Tower Facility. Licensee shall be responsible for ensuring that Licensor has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the keys or access codes to the Tower Facility. Licensor shall have the right to continue to occupy the Tower Facility and to grant rights to others to the Tower Facility in its sole discretion. Licensee shall have no property rights or interest in the Tower Facility or the Easement by virtue of this Agreement. If Licensor's right to license space on the Tower Facility to Licensee is subject to a right of first refusal for the benefit of a third party and if such third party exercises its right of first refusal prior to the Commencement Date, Licensor may terminate this Agreement upon written notice to Licensee.

3. EXHIBITS.

Within forty-five (45) days following the Commencement Date, Licensee shall provide Licensor with as-built or construction drawings showing the Approved Equipment as installed in both hard copy and electronic form ("**Construction Drawings**"); such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee's use of the Tower Facility. Upon receipt, Licensor shall attach the Construction Drawings as Exhibit C hereto. In the event that Licensee fails to deliver the Construction Drawings as required by this Section, Licensor may cause such Construction Drawings to be prepared on behalf of Licensee and Licensor shall assess a fee for such Construction Drawings in an amount equal to one hundred twenty percent (120%) of the actual cost of obtaining the Construction Drawings including in-house labor, which upon invoicing shall become immediately due and payable by Licensee. In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern, and (b) between Exhibit A (with respect to Approved Equipment and antenna locations) together with Exhibit B (with respect to Ground Space installation locations) and Exhibit C hereto, Exhibits A and B shall govern, notwithstanding any approval or signature by Licensor or its agents. Licensee hereby acknowledges and agrees that installation of the Approved

Equipment must be in strict accordance with the approved Construction Drawings and Exhibits A and B. Notwithstanding the forgoing, Licensee shall not infer nor shall acceptance of the Construction Drawings by Licensor be deemed to be a representation by Licensor that (i) such Construction Drawings or the plans and specifications described therein are in compliance with federal, state or local laws, ordinances, rules or regulations, (ii) that such installation shall not cause impermissible or unlawful interference, or (iii) that such installation is consistent with Licensee's permitted installation as specifically set forth in Exhibits A and B hereto.

4. USE.

Subject to the terms of any Ground Lease, Licensee shall be permitted the non-exclusive right to install, maintain, operate, service, modify and/or replace its Approved Equipment at the Licensed Space, which Approved Equipment shall be utilized for the transmission and reception of wireless voice and data communications signals (such transmission and reception to be solely within the Permitted Frequencies, and, if the Permitted Frequencies include licensed spectrum, within the spectrum licensed to Licensee by the FCC). If as of the Effective Date, Licensee's wireless business consists of a one-way network which requires only that signals be transmitted from the Tower Facility, then notwithstanding the foregoing sentence, Licensee's use of the Tower Facility under this Agreement shall be limited to the transmission of wireless voice and data communications signals from the Tower Facility. Licensee's permitted use with respect to the Licensed Space shall be limited solely to that enumerated in this Section, and, except pursuant to a separate agreement with Licensor, no person or entity other than Licensee shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Licensed Space.

5. LICENSE FEES; TAXES; ASSESSMENTS.

(a) **Monthly License Fee**. The Monthly License Fee as adjusted by the Annual Escalator, shall be payable in advance on the first day of each calendar month during the Term beginning upon the Commencement Date. If the Commencement Date is not the first day of a calendar month, the Monthly License Fee for any partial month shall be prorated on a daily basis.

(b) **Utilities**.

(i) All utility services installed on the Tower Facility for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for extending utilities to the Tower Facility as necessary for the operation of the Approved Equipment and for the payment of utility charges including connection charges and security deposits incurred by Licensee. Licensee shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein.

(ii) **Interruptions in Service.** Licensor shall not be liable in any respect for damages to either person or property nor shall Licensee be relieved from fulfilling any covenant or agreement hereof as a result of any temporary or permanent interruption of electrical service or of any common heating, ventilation and air conditioning system to the extent provided by Licensor. Licensor shall use reasonable diligence to restore any interruption as promptly as practicable to the extent that Licensor can reasonably effect such restoration, but Licensee shall have no claim for damages, consequential or otherwise, on account of any interruption. Licensor has no obligation or responsibility to provide emergency or "backup" power to Licensee.

(c) **Taxes**.

(i) **Property Taxes**. To the extent Licensee is not tax exempt under Applicable Law, Licensee shall be responsible for the reporting and payment when due of any tax directly related to Licensee's ownership or operation of the Approved Equipment and such reporting and payment

shall be made directly to the appropriate tax authorities. To the extent Licensee is not tax exempt under Applicable Law, Licensee shall reimburse Licensor in full for any taxes assessed against Licensor but attributed to the Approved Equipment within thirty (30) days of Licensor's request for such reimbursement. Licensor shall pay all property taxes directly assessed against Licensor's property or for which Licensor is obligated to pay under the Ground Lease, provided, however, Licensee shall reimburse Licensee's pro rata share of such taxes. Licensee's pro rata share shall be determined by dividing such taxes evenly among all users Licensor has permitted to utilize any portion of the Tower Facility. Licensee shall reimburse Licensor for such taxes within thirty (30) days of Licensor's request for such reimbursement. In the event Licensor elects to request reimbursement from the taxing authority due to Licensee's status as a tax exempt entity, then, Licensor shall endeavor to work with Licensee to seek a reimbursement of property taxes.

(ii) **Sales; Use and Other Taxes**. Licensor shall be responsible for billing, collecting, reporting, and remitting sales, use and other taxes directly related to any Monthly License Fee or other payments received pursuant to this Agreement. To the extent Licensee is not tax exempt under Applicable Law, Licensee shall be responsible for reimbursing Licensor for all such sales, use and other taxes billed related to any payments received pursuant to this Agreement. Licensor shall add to the Monthly License Fee or any other payment then due and payable any associated sales, use or other tax, which shall be paid by Licensee at the same time and in the same manner as the Monthly License Fee or other payment due and payable under this Agreement. In the event Licensor elects to request reimbursement from the taxing authority due to Licensee's status as a tax exempt entity, then Licensor shall endeavor to work with Licensee to seek a reimbursement of such taxes.

(d) **Federal Use Fees & Assessments**. In the event that a particular Licensed Space is at a Tower Facility located on property which is owned by the Bureau of Land Management ("**BLM**") or the United States Forest Service ("**USFS**"), Licensee shall reimburse Licensor for any and all fees or assessments attributable to this Agreement or Licensee's use of the Licensed Space paid by Licensor to the BLM or USFS related to such Tower Facility within thirty (30) days of Licensor's request for such reimbursement.

(e) **Restrictions on Reimbursement.** Solely for the purposes of determining Licensee's portion of such taxes, fees, assessments or similar expenses as contemplated in this Section 5 or anywhere else in this Agreement, if any such amounts are determined in whole or in part on the income or profits (aside from gross revenues) of any person or entity, Licensor and Licensee shall agree on a fixed amount (subject to the Annual Escalator, which shall be applied in the same manner as it is applied to the Monthly License Fee), that shall be treated as such tax, fee, assessment or similar expense in lieu of the actual amount, which agreed to amount shall be set forth in an amendment to this Agreement.

(f) **Payment Address**. All payments due under this Agreement shall be made to Licensor at Licensor's Remittance Address shown on page 1 of this Agreement or such other address as Licensor may notify Licensee of in writing.

(g) **No Set-Off**. All payments due under this Agreement shall be due without set-off, notice, counterclaim, or demand from Licensor to Licensee.

(h) **Effect of Partial Payment**. No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

6. TERM.

(a) **Initial Term**. The Initial Term of this Agreement shall be as specified on page 1.

(b) **Renewal Term**. The Term of this Agreement may be extended for each of the Renewal Terms as specified on page 1 of this Agreement, provided that at the time of each such renewal, (i) the Ground Lease remains in effect and has not expired or been terminated, (ii) Licensee is not in default hereunder and no condition exists which if left uncured would with the passage of time or the giving of notice result in a default by Licensee hereunder and (iii) the original Licensee identified on page 1 of this Agreement has not assigned, sublicensed, subleased or otherwise transferred any of its rights hereunder. Provided that the foregoing conditions are satisfied, this Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the end of the then existing Term.

(c) **Holdover Term**. If Licensee fails to remove the Approved Equipment at the expiration of the Term, such failure shall be deemed to extend the Term of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a monthly license fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount equal to one hundred fifty percent (150%) of the Monthly License Fee in effect for the last month of the Term prior to the commencement of such month-to-month term ("**Holdover Fee**"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to six percent (6%) of the Holdover Fee in effect for the month immediately prior to the month in which such escalation takes place, and (ii) the month-to-month extension shall be terminable upon fifteen (15) days' prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term. In addition to the monthly license fee payable to Licensor in the event of an extension under this Subsection 6(c), Licensee agrees to indemnify and hold Licensor harmless from any Damages arising out of or in connection with the extension, the operation of the Approved Equipment at the Tower Facility and Licensee's failure to perform all of its obligations under this Agreement at the termination or earlier expiration of this Agreement.

7. COMMON EXPENSES.

Licensee shall reimburse Licensor for Licensee's pro-rata share of all common expenses (the "**Common Expenses**") incurred by Licensor in the installation, operation, maintenance and repair of the Tower Facility, including, but not limited to, the construction, maintenance and repair of a common septic system and field, insurance, common utilities, submeter monitoring (if applicable), and any and all other costs of operating and maintaining the Tower Facility. Notwithstanding the foregoing, the cost and expenses associated with any Damage which is directly attributable to the acts or omissions of Licensee or Licensee's contractors shall be borne solely by Licensee. Licensee shall not be required to pay any share of costs or expenses incurred to replace the Tower. In the event that Licensee also licenses space within a building or shelter owned by Licensor on the Tower Facility, Licensee shall also reimburse Licensor for its pro-rata share of all Common Expenses incurred for the operation, maintenance, repair and replacement associated with such building or shelter, including, without limitation, the physical structure of the building, HVAC system, common utility expenses, and submeter monitoring (if applicable). In the event that Licensee is connected to a generator or back-up power supply owned by Licensor, Licensee shall also reimburse Licensor for its pro-rata share of all expenses incurred for the operation, maintenance, repair and replacement associated with such generator, including, without limitation, fuel expenses. For the purposes of this Section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees using the Tower Facility (or with respect to a shared shelter or building, the number of licensees using Licensor's shelter or building) on the first day of the month in which an invoice is mailed to Licensee. Licensee shall reimburse Licensor for Common Expenses within thirty (30) days following receipt of an invoice from Licensor.

8. SITE INSPECTION.

Concurrent with Licensee's delivery of a fully executed Agreement to Licensor, and before the date of any subsequent modifications to or installation of additional Approved Equipment, Licensee shall pay Licensor the Site Inspection Fee as defined on page 1 of this Agreement for each Application Licensee submits to install or modify its Approved Equipment. Licensee acknowledges that any site inspection performed by Licensor of Licensee's installation is for the sole purpose and benefit of Licensor and its affiliates, and Licensee shall not infer from or rely on any inspection by Licensor as assuring Licensee's installation

complies with any Applicable Laws, that the installation was performed in a good, workmanlike manner or that such installation will not cause impermissible or unlawful interference.

9. LABELING.

Licensee shall identify its Approved Equipment, including its equipment cabinets and coaxial cable (at the top and bottom of the Tower) (unless such cabinet is located in a building or cabinet owned by Licensee) by labels with Licensee's name, contact phone number and date of installation. In the event that Licensee fails to comply with this provision and fails to cure such deficiency within ten (10) days of Licensor's written notice of such failure, Licensor may, but is not obligated to, in addition to any other rights it may have hereunder, label the Approved Equipment and assess against Licensee a fee of One Thousand Five Hundred and 00/100 Dollars ($1,500) ("**Labeling Fee**") which shall be payable to Licensor upon receipt of an invoice therefor. Licensor shall not be responsible to Licensee for any expenses or Damages incurred by Licensee arising from the interruption of Licensee's service caused by Licensor if Licensor is unable to identify the Approved Equipment as belonging to Licensee as a result of Licensee's failure to label such Approved Equipment.

10. IMPROVEMENTS BY LICENSEE.

(a) **Installation and Approved Vendors**. Prior to the commencement of Licensee's initial installation, and again prior to any installation of any additional equipment, Licensee shall submit to Licensor for review and approval, an Application, including detailed plans and specifications accurately describing all aspects of the proposed Work relating to the construction, installation, relocation, and reconfiguration of Licensee's Approved Equipment on the Tower. Licensee shall provide notice to Licensor no less than five (5) days prior to the date upon which Licensee intends to commence Work at the Tower Facility, together with a construction schedule, so Licensor has the opportunity to be present during any such Work. Licensee shall not commence Work on the Tower Facility until Licensor issues to Licensee a NTP. Licensor shall issue a NTP only upon request from Licensee and receipt of the following complete and accurate documentation: (1) evidence that any contingencies set forth in the approval of Licensee's Application have been satisfied; (2) evidence that Licensee has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by Licensor for the proposed equipment installation; (4) evidence that any party, other than Licensor but including Licensee, that will be performing the Work are on Licensor's approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with Licensor naming Licensor as an additional insured and which otherwise satisfy the insurance coverage requirements set forth in Subsection 15(d) of this Agreement; and (5) a construction schedule. In no event will a NTP be issued prior to the payment by Licensee of an Application Fee or any other required fees, pursuant to Section 8 and 10 of this Agreement. Notwithstanding anything to the contrary in this Agreement, Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb the Tower.

(b) **Structural Analysis/Interference Analysis**. Prior to the commencement of any Work on the Tower Facility by or for the benefit of Licensee, Licensor may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower Facility for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Space by Licensee. Licensee agrees to remit payment to Licensor for all reasonable costs and expenses incurred by Licensor for such structural analysis or professional engineer's certified letter ("**Structural Analysis Fee**") within thirty (30) days following receipt of an invoice from Licensor. The foregoing charge shall be at Licensor's prevailing rates for the performance of same or the amount Licensor's vendor is then charging Licensor, as applicable. In the event a structural analysis is performed after the execution of this Agreement but prior to the initial installation of the Approved Equipment, and such analysis indicates that the existing Tower cannot accommodate the proposed installation of Licensee's Approved Equipment thereon, Licensor shall notify Licensee that modification of the Tower is required and inform Licensee of the fee Licensor will charge Licensee to complete such modification (which fee shall be a reasonable estimate of Licensor's actual cost of making such modifications). Such modification shall become part of the Tower Facility and be Licensor's sole property. If

Licensee elects not to pay such fee, and Licensee and Licensor do not otherwise reach an agreement regarding the costs of such modification, Licensee may terminate this Agreement upon written notice to Licensor. Prior to the commencement of any initial or subsequent construction or installation on the Tower Facility by or for the benefit of Licensee and/or the modification of Licensee's Permitted Frequencies propagated from the Licensed Space, Licensor may elect to perform a shared site interference study ("**SSIS**") and Licensee shall pay Licensor One Thousand Six Hundred and 00/100 Dollars ($1,600.00) per study ("**SSIS Fee**"), increased annually on the anniversary of the Commencement Date by a percentage rate equal to the Annual Escalator. The SSIS Fee shall be payable at the time Licensee pays the Application Fee where required pursuant to Subsection 10(c) of this Agreement, or immediately upon receipt of notice from Licensor that Licensor has determined that a SSIS is required. In the event a SSIS is performed after the execution of this Agreement by Licensor but prior to the installation of Licensee's Approved Equipment, and such SSIS indicates that the proposed installation of Licensee's Approved Equipment on the Tower is acceptable, such an indication in no way relieves Licensee of its obligations under Section 11 herein.

(c) **Equipment; Relocation, Modification, Removal**. Licensor hereby grants Licensee reasonable access to the Licensed Space for the purpose of installing and maintaining the Approved Equipment and its appurtenances. Except as otherwise provided, Licensee shall be responsible for all site Work to be done on the Licensed Space or the Easement pursuant to this Agreement. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance, and repair of the Approved Equipment. Licensee shall not construct, install, or operate any equipment or improvements on the Tower Facility other than those which are described on Exhibit A, alter the Permitted Frequencies, or alter the operation of the Approved Equipment. Licensee shall submit an Application, utilizing Licensor's then current form, to request the right to replace or modify its Approved Equipment, alter the Permitted Frequencies or increase the Ground Space, which Application shall be accompanied by an Application Fee and any other fees applicable to the proposed modifications, as provided for in Sections 8 and 10 of this Agreement. Licensor shall evaluate for approval the feasibility of Licensee's request, which approval shall be in Licensor's sole discretion. Licensee acknowledges that any such relocation or modification of the Approved Equipment may result in an increase in the Monthly License Fee. An amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee's Approved Equipment to which Licensor has given its written consent and the resulting increase in the Monthly License Fee, if any. Licensee shall have the right to remove all Approved Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License provided Licensee repairs any damage to the Tower Facility or the Tower caused by such removal. Within thirty (30) days of the expiration or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of Licensee at the Tower Facility at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Space in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within ten (10) days of the occurrence of such damage. If Licensee fails to timely pay the Holdover Fee or does not remove its Approved Equipment within thirty (30) days after the expiration or termination of this Agreement, (i) the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Substances and waste and Approved Equipment containing Hazardous Substances and waste; and (ii) Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set.

11. RF INTERFERENCE/ USER PRIORITY.

(a) **Definitions**. For purposes of this Section 11, the following capitalized terms shall have the meanings set forth herein:

(i) **Interference** includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by unwanted energy emissions, radiations, or inductions, but shall not include permissible interference as defined by the FCC, and in addition, with regard to Unlicensed Frequencies, congestion.

(ii) **Licensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are licensed by the FCC in the geographic area where the Tower Facility is located.

(iii) A **Licensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Licensed Frequencies at the Tower Facility, but only with respect to such Licensed Frequencies.

(iv) A **Priority User** is any Licensed User of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(v) A **Subsequent User** is any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(vi) **Unlicensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are not licensed by the FCC and are available for use by the general public in the geographic area where the Tower Facility is located.

(vii) An **Unlicensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Unlicensed Frequencies at the Tower Facility, but only with respect to such Unlicensed Frequencies.

(b) **Information**. Licensee shall cooperate with Licensor and with other lessees, licensees, or occupants of the Tower Facility for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within ten (10) days of Licensor's request, shall provide Licensor with a list of Licensee's transmit and receive frequencies and Approved Equipment specifications necessary to resolve or investigate claims of Interference.

(c) **Unlicensed Frequencies**. Notwithstanding any other provision contained herein, as among Licensor, Licensee and other users of the Tower or Tower Facility, (i) an Unlicensed User shall have no priority with respect to any other FCC Unlicensed Users with respect to Interference; and (ii) an Unlicensed User's rights and obligations with respect to such Interference shall be determined and governed by FCC Rules and Regulations and any other Applicable Law. Licensor expressly disclaims any and all warranties and accepts no responsibility for management, mediation, mitigation or resolution of Interference among FCC Unlicensed Users operating at the Tower Facility and shall have no liability therefor.

(d) **Licensed Frequencies**. Subject to FCC Rules and Regulations and other Applicable Law, the Parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Licensed Users has been based on the priority of occupancy of each user to another user of the Tower or Tower Facility, which priority has been based on the order of submittal of its collocation Application by each user of the Tower or Tower Facility. Should the application of FCC Rules and Regulations and other Applicable Law not resolve any claims of Interference consistent with Subsections 11(e), 11(f) and 11(g) below, as among Licensor, Licensee and other users of the Tower Facility, (i) each Licensed User's priority shall be maintained so long as the Licensed User does not change the equipment and/or frequency that it is entitled to use at the Tower Facility at the time of its initial occupancy; and (ii) Licensee acknowledges and agrees that if Licensee replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described on page 1 of this Agreement, Licensee will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other Licensed Users which are in place as of the date Licensee replaces its Approved Equipment or alters its radio frequency, consistent with this Section 11.

(e) **Correction**.

(i) **Licensee**. Licensee agrees not to cause Interference with the operations of any other user of the Tower or Tower Facility and to comply with all other terms and provisions of this Section 11 imposed upon Licensee. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that Licensee's Approved Equipment is causing Interference to the installations of Licensor or a Priority User, Licensee shall, within 48 hours of notification from Licensor, take such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Licensee's operations. If Licensee cannot mitigate or eliminate such Interference within the 48 hour period, Licensor may file a complaint with the FCC (currently the FCC's Enforcement Bureau, Spectrum Enforcement Division) or if such other user of the Tower Facility which is subject to Interference from Licensee's Approved Equipment is a Priority User, then upon the request of such Priority User consistent with Licensor's contractual obligations owed to the Priority User, Licensor may require that Licensee turn off or power down its interfering Approved Equipment and only power up or use such Approved Equipment during off-peak hours specified by Licensor in order to test whether such Interference continues or has been satisfactorily eliminated. If Licensee is unable to resolve or eliminate, to the satisfaction of Licensor, such Interference within thirty (30) days from Licensee's initial notification thereof, Licensee will immediately remove or cease operations of the interfering Approved Equipment.

(ii) **Licensor**. Upon the request of Licensee, Licensor hereby covenants to take commercially reasonable efforts to prohibit a Subsequent User from causing Interference with the operations of Licensee to the extent Licensee is a Priority User pursuant this Section 11. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that a Subsequent User's equipment is causing Interference to the installations of Licensee, upon Licensee's request, Licensor shall, within 48 hours of request, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Subsequent User's operations.

(iii) **Government Users**. Notwithstanding the foregoing, if another user of the Tower or Tower Facility is a governmental entity, Licensor shall give such governmental entity written notice of the Interference within five (5) Business Days of Licensor's determination that such action is reasonably necessary. Licensor shall have the right to give the governmental entity five (5) Business Days, or more as specified in the governmental site or occupancy agreement or as required by Applicable Law, from the receipt of such notice prior to Licensor being required to take any actions required by this Subsection 11(e) to cure such Interference.

(f) **FCC Requirements Regarding Interference**. Nothing herein shall prejudice, limit, or impair Licensee's rights under Applicable Law, including, but not limited to, FCC Rules and Regulations to redress any Interference independently of the terms of this Section 11. Notwithstanding anything herein to the contrary, the provisions set forth in this Section 11 shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations and nothing herein relieves Licensee from complying with all Applicable Laws governing the propagation of radio frequencies and/or radio frequency interference. The Parties acknowledge that currently FCC Rules and Regulations govern the obligations of wireless telecommunication service providers with respect to the operation of equipment and use of frequencies. Consequently, the provisions set forth in this Section 11 are expressly subject to CFR, Title 47, including but not limited to Part 15, et seq, governing Radio Frequency Devices; Part 20, et seq, governing commercial mobile radio services; Part 24, et seq, governing personal communications services; Part 90, et seq, governing private land mobile radio services; and Part 96, et seq, governing Citizens Broadband Radio Service. In addition, in accordance with good engineering practice and standard industry protocols, licensees employ a wide range of techniques and practices, including those involving the use of proper types of equipment as well those related to the adjustment of operating parameters, in a mutually cooperative effort to identify and mitigate sources of Interference. The obligation of Part 20 licensees, including, but not limited to, private paging, specialized mobile radio services, cellular radiotelephone service and personal communications services, to avoid Interference is set forth in 47 CFR Part 90, Subpart N – Operating Requirements, §90.403(e). Claims of Interference are ultimately cognizable before the FCC's Enforcement Bureau, Spectrum Enforcement Division. Licensee shall observe good

engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees, in the deployment of their frequencies and the operation of the Approved Equipment. If Licensee deploys its frequencies or operates the Approved Equipment in a manner which prevents any other user of the Tower or Tower Facility from decoding signal imbedded in their licensed frequencies such that the Spectrum Enforcement Division makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and in the manner prescribed by the Spectrum Enforcement Division, Licensee shall be default of this Agreement and the remedies set forth in Section 22 shall apply.

(g) **Public Safety Interference**. As of the Commencement Date, Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*: November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("**Final Rule**"). Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.

(h) **AM Detuning**. The parties acknowledge that the FCC Rules and Regulations govern the obligations of Licensee with respect to the operation of the Approved Equipment. Consequently, the provisions set forth in this Agreement are expressly subject to the FCC Rules and Regulations, including, but not limited to 47 C.F.R. §§ 27.63, 22.371 and 73.1692. Licensee agrees, at Licensee's sole cost, to comply with the foregoing as well as any and all other FCC Rules, Regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Licensee shall be fully responsible for any pre and/or post installation testing for AM interference at the Tower Facility and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the installation of the Approved Equipment. Licensee shall provide Licensor with written proof of such compliance. In the event that Licensee determines that pre or post-installation testing for AM interference is not required at the Tower Facility, such a determination shall be at Licensee's sole risk. If Licensee or Licensor receives a complaint of interference from an AM broadcast station after the Approved Equipment is added to a Tower or a Tower is modified to accommodate Licensee, Licensee shall eliminate such interference within thirty (30) days of the receipt of such complaint. Licensee's failure to eliminate such interference within such thirty (30) day period shall constitute a default under this Agreement and Licensor shall have the right to eliminate such interference at Licensee's expense. Licensee further agrees to indemnify Licensor in the event that Licensee's failure to comply with the FCC Rules and Regulations prior to installation/modification of the Approved Equipment results in any administrative investigation, proceeding or adjudication with respect to Licensor.

12. SITE RULES AND REGULATIONS.

Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Facility by Licensor, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Licensee's use of the Licensed Space under this Agreement.

13. DESTRUCTION; CONDEMNATION.

(a) **Destruction**. If the Tower or other portions of the improvements at the Tower Facility owned by Licensor are destroyed or so damaged as to materially interfere with Licensee's use and benefits from the Licensed Space, Licensor or Licensee shall be entitled to elect to cancel and terminate this Agreement on the date of such casualty and any unearned Monthly License Fee paid in advance of such date shall be refunded by Licensor to Licensee within thirty (30) days of such termination date. Notwithstanding the foregoing, Licensor may elect, in its sole discretion, to restore the damaged improvements, in which case Licensee and Licensor shall remain bound to the terms of this Agreement but Licensee shall be entitled to an abatement of the Monthly License Fee during the loss of use. If the Tower is so damaged that reconstruction or repair cannot reasonably be undertaken without removing the Approved Equipment, then (i) Licensor may, upon giving written notice to Licensee, remove any of the Approved

Equipment and interrupt the signal activity of Licensee, (ii) Licensee may, at Licensee's sole cost and expense, install temporary facilities pending such reconstruction or repair, provided such temporary facilities do not interfere with the construction, rebuilding or operation of the Tower, (iii) Licensor agrees to provide Licensee alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period and (iv) should Licensor not substantially restore or replace the Tower in a fashion sufficient to allow Licensee to resume operations thereon within 6 months of the date of casualty, provided that such 6 month period shall be automatically extended for so long as Licensor has commenced and diligently continues to restore or replace such Tower, and Licensee's operation has been materially disrupted for sixty (60) or more consecutive days, then Licensee, upon thirty (30) days' prior written notice to Licensor, may terminate this Agreement.

(b) **Condemnation**. If the whole or any substantial part of the Tower Facility shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with Licensee's use thereof and benefits from the Licensed Space, then this Agreement shall terminate on the part so taken on the date of possession by such authority of that part, and Licensor or Licensee shall have the right to terminate this Agreement and any unearned Monthly License Fee paid in advance of such termination shall be refunded by Licensor to Licensee within thirty (30) days following such termination. Notwithstanding the foregoing, Licensor may elect to rebuild the Tower or other improvements affected by such condemnation at an alternate location or property owned, leased, or managed by Licensor, in which case Licensee and Licensor shall remain bound hereby. Upon such relocation of the Tower or improvements, the Licensed Space shall be modified to include the new Tower or improvements and the property on which the same are located and this Agreement shall be amended accordingly to clarify the rights of Licensor and Licensee with respect to the Licensed Space. Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licensor with regard to such condemnation.

(c) **License Fee Abatement**. The Monthly License Fee with respect to the affected Tower Facility shall be abated during any period that the Tower has not been restored following an event described in Subsections (a) or (b) above so long as Licensee is unable to continue to operate from a temporary location at the Tower Facility during any period of restoration.

14. COMPLIANCE WITH LAWS.

Licensor shall be responsible for compliance with any marking and lighting requirements of the FAA and the FCC applicable to the Tower Facility, provided that if the requirement for compliance results from the presence of the Approved Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor. Notwithstanding anything to the contrary in this Agreement, Licensee shall at all times comply with all Applicable Laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.

15. INDEMNIFICATION; INSURANCE.

(a) **Mutual Indemnity**. Subject to the mutual waiver of subrogation set forth in Section 27, Licensee and Licensor each indemnifies the other against and holds the other harmless from any and all costs, demands, Damages, suits, expenses, or causes of action (including reasonable attorney's fees and court costs) which arise out of the use and/or occupancy of the Licensed Space by the Indemnifying Party. This indemnity does not apply to any Claims to the extent arising from the gross negligence or intentional misconduct of the Indemnified Party.

(b) **Limits on Indemnification**. Neither Party shall be responsible or liable to any of the foregoing Indemnified Parties for any Damages arising from any claim to the extent attributable to any acts or omissions of other licensees or users occupying the Tower Facility or for any structural or power failures

or destruction or damage to the Tower Facility except to the extent caused by the sole, joint, or concurrent gross negligence or willful misconduct of such Party.

(c) **Survival**. The provisions of this Section 15 shall survive the expiration or earlier termination of this Agreement with respect to any events occurring on or before expiration or termination of same whether or not Claims relating thereto are asserted before or after such expiration or termination.

(d) **Insurance**. Licensor and Licensee shall keep in full force and effect, during the Term of this Agreement, insurance coverage in accordance with Appendix II attached hereto.

16. LIMITATION OF PARTIES' LIABILITY.

NEITHER LICENSOR NOR LICENSEE SHALL BE RESPONSIBLE FOR, AND HEREBY WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (i) LICENSEE'S USE OR LICENSEE'S INABILITY TO USE THE TOWER FACILITY, OR (ii) DAMAGE TO THE OTHER'S EQUIPMENT. If Licensor shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Agreement or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against Licensor (whether compensatory or punitive in nature), Licensee agrees that it shall look solely to Licensor's right, title and interest in and to the Tower Facility and the Tower for the collection of such judgment, and Licensee further agrees that no other assets of Licensor shall be subject to levy, execution or other process for the satisfaction of Licensee's judgment, and that Licensor shall not be personally liable for any deficiency.

17. DISCLAIMER OF WARRANTY.

LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TOWER FACILITY OR THE TOWER. LICENSEE HEREBY ACCEPTS THE TOWER FACILITY "AS IS, WHERE IS, WITH ALL FAULTS."

18. NOTICES.

All notices, demands, approvals, requests and other communications shall be in writing to such Party at the address listed in the introductory paragraph of this Agreement (and in each case, in the event of notice to Licensor, with a copy of such notice to American Towers LLC, 116 Huntington Avenue, Boston, MA 02116, Attention: General Counsel) or at such other address as such Party shall designate by notice to the other Party hereto in accordance with this Section 18 (the **"Notice Address"**) and may be personally delivered; mailed, via United States certified mail, return receipt requested; or transmitted by overnight courier for next Business Day delivery, and, if not delivered personally, shall be deemed to be duly given or made two (2) Business Days after deposit with the applicable carrier or courier. Notices will be deemed to have been given upon either receipt or rejection. Notwithstanding the foregoing, (i) any notice that is given by a Party may be given by the attorneys for that Party and shall be deemed effective for all purposes herein, and (iii) only notices, letters, documents, or instruments threatening to declare or declaring such addressee or recipient in default under this Agreement shall be required to be sent to the attorneys representing such addressee or recipient, if the name and address of such attorney is provided for herein.

19. ASSIGNMENT; SUBLEASING.

Licensee may not, directly or indirectly, assign this Agreement as a whole, or any portion of Licensee's rights, title and interests hereunder without Licensor's prior written consent. In no event may Licensee sublet, sublease, or permit any use of the Tower Facility or Licensed Space by any other party. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. Licensor may freely assign, transfer, or sublease this Agreement and, in such event, Licensor shall be relieved of all of its obligations under this Agreement from and after the date of such assignment or transfer. Licensee shall pay Licensor a fee of Five Hundred and 00/100 Dollars ($500.00) (which fee

shall increase annually on each anniversary of the Commencement Date by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests Licensor to consent to an assignment of this Agreement or in which Licensee seeks an estoppel certificate, non-disturbance agreement, subordination agreement or other similar agreement to defray the administrative cost incurred by Licensor to process such requests, prepare and process any necessary documentation, and modify its database and other information systems to reflect any such agreement. Such fee is due upon submission of Licensor's request and is hereby deemed fully earned by Licensor upon receipt. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, (i) requiring that the assignee execute a new form of license agreement so long as the Monthly License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement, and (ii) requiring the assignee to demonstrate that it maintains at the time of such assignment, as evidenced by current financial statements provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee hereunder through the unexpired balance of the then current Initial Term or Renewal Term. Any purported assignment by Licensee in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.

20. SUBORDINATION TO GROUND LEASE.

The Parties acknowledge and agree that in the event Licensor's rights in the Licensed Space and/or any part of the Tower Facility is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement (a "**Ground Lease**"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of the applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to comply with the terms of such Ground Lease as applicable to the access and occupancy of the Licensed Space. Notwithstanding anything contained in this Agreement to the contrary, if the Ground Lease expires or is terminated for any reason, this Agreement shall terminate on the effective date of such termination and Licensor shall have no liability to Licensee as a result of the termination of this Agreement. Licensor is under no obligation to extend the term of or renew the Ground Lease. Licensor shall give Licensee written notice of such termination or expiration of this Agreement as a result of the termination or expiration of the Ground Lease as soon as practicable. Unless prohibited by the terms of such Ground Lease, upon Licensee's written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted.

21. DEFAULT.

The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement by Licensee: (i) any failure of Licensee to pay the Monthly License Fee, or any other charge for which Licensee has the responsibility of payment under this Agreement, within ten (10) Business Days of the date following written notice to Licensee from Licensor, or its designee, of such delinquency, it being understood, however, that Licensor is obligated to provide such notice only two times in each calendar year, and the third instance of the failure to pay the Monthly License Fee or any other charge shall be an immediate default without notice to Licensee if not paid within ten (10) Business Days of the date when due; (ii) except for a PCN Default for which the cure period is set forth in clause (iv) below, any failure of Licensee to perform or observe any term, covenant, provision or condition of this Agreement which failure is not corrected or cured by Licensee within thirty (30) days of receipt by Licensee of written notice from Licensor, or its designee, of the existence of such a default; except such thirty (30) day cure period shall be extended as reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of Licensee to abide by the Interference provisions as set forth in Section 11; (iv) a PCN Default occurs that Licensee fails to cure within ten (10) days of Licensor's written notice to Licensee, or its designee of the existence of such default; (v) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be or is not dismissed by Licensee within sixty (60) days of the date of the

filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors; (vi) this Agreement or Licensee's interest herein or Licensee's interest in the Tower Facility are executed upon or attached; (vii) Licensee commits or fails to perform an act which results in a default under or nonconformance with the Ground Lease by Licensor and the same shall not be cured within five (5) Business Days (or such shorter time as permitted under the Ground Lease to cure) of the date following written notice to Licensee from Licensor, or its designee, of such default; or (viii) the imposition of any lien on the Approved Equipment except as may be expressly authorized by this Agreement, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower Facility, and the same shall not be dismissed or otherwise removed within ten (10) Business Days of written notice from Licensor to Licensee.

22. REMEDIES.

In the event of a default or a breach of this Agreement by Licensee and after Licensee's failure to cure the same within the time allowed Licensee to cure such default, if applicable, then Licensor may, in addition to all other rights or remedies Licensor may have hereunder at law or in equity, (i) terminate this Agreement by giving written notice to Licensee, stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Monthly License Fees and other charges or fees which would have otherwise been due Licensor absent a breach of this Agreement by Licensee, discounted by an annual percentage rate equal to five percent (5%), (ii) terminate electrical power to the Approved Equipment, and/or (iii) remove the Approved Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense for a period of thirty (30) days after which the Approved Equipment, other than Hazardous Substances, will be deemed conclusively abandoned if not claimed by Licensee. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost reasonably incurred by Licensor in recovering the Monthly License Fee or other fee or charge. Licensee shall not be permitted to claim the Approved Equipment until Licensor has been reimbursed for removal and storage fees. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to eighteen percent (18%) per annum, or at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to twenty-five percent (25%) of the then-current Monthly License Fee for any payment or reimbursement due to Licensor under this Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each thirty (30) day period thereafter that any such amount (or portion thereof) remains unpaid.

23. GOVERNMENTAL APPROVALS; PERMITS.

In the event that any governmental permit, approval or authorization required for Licensor's use of, operation of, or right to license space to Licensee at the Tower Facility is terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. Licensee hereby agrees that in the event of a governmental or legal order requiring the removal of the Approved Equipment from the Tower, the modification of the Tower, or the removal of the Tower, Licensee shall remove the Approved Equipment promptly, but in no event later than the date required by such order, at Licensee's sole cost and expense. Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment, provided that Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Licensor may elect to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense. In no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Facility or Licensor's current or future use or ability to license space at the Tower Facility as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required approvals, or permits in connection with such shelter or cabinet installation, excepting the consent of other users at the Tower Facility and/or the ground landlord which shall remain the sole responsibility of Licensor where required.

24. REPLACEMENT OF TOWER/RELOCATION OF APPROVED EQUIPMENT.

(a) **Replacement of Tower**. Licensor may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (i) be at Licensor's sole cost and (ii) not result in an interruption of Licensee's communications services beyond that which is necessary to replace the existing Tower. If Licensee, in Licensee's reasonable discretion, cannot operate the Approved Equipment from the existing Tower during such replacement or rebuild of the Tower, Licensee may establish, at Licensee's sole cost, a temporary facility on the Tower Facility to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor's approval. The Monthly License Fee due hereunder shall be abated for any period during which Licensee is prevented from broadcasting from the existing Tower due to such replacement or relocation. At the request of either Party, Licensor and Licensee shall enter into an amendment to this Agreement to clarify the rights of Licensor and Licensee to the new Tower Facility.

(b) **Relocation of Approved Equipment**. In the event another Paying Carrier (as hereinafter defined) desires to occupy the space on the Tower (which includes any necessary vertical separation as determined by Licensor) where Licensee's Approved Equipment is then located (the "**Trigger Condition**"), Licensor reserves the right to require Licensee to decide whether to (i) terminate this Agreement, (ii) relocate Licensee's Approved Equipment located at the Tower Facility, at Licensee's sole cost and expense, to another antenna mount height on the Tower, or (iii) increase the Monthly License Fee to that which would initially be paid by the Paying Carrier ("**Paying Carrier Rate**"), all in accordance with the terms and provisions provided in this Subsection 24(b). Upon the Trigger Condition occurring, Licensor may notify Licensee in writing ("**Relocation Notice**") that the Trigger Condition has occurred and if other spaces or antenna mount heights are available to accommodate Licensee's Approved Equipment on the Tower (without the requirement of any improvements to the Tower by Licensor), indicate which other spaces or antenna mount heights are so available and, also, indicate the Paying Carrier Rate. Within ten (10) Business Days of Licensee's receipt of the Relocation Notice, Licensee will be required to inform Licensor in writing of its election either to (A) increase the Monthly License Fee to the Paying Carrier Rate (which would thereafter be subject to escalation of the Monthly License Fee generally as otherwise provided in this Agreement) and continue to occupy the same space or antenna mount height on the Tower; (B) provided other spaces or antenna mount height are available on the Tower, relocate Licensee's Approved Equipment to one of the other such spaces or antenna mount height as specified in the Relocation Notice; or (C) remove Licensee's Approved Equipment from Tower and terminate this Agreement. If Licensee elects option (A), then such election shall be effective and the Monthly License Fee shall increase effective upon the eleventh Business Day after Licensee's receipt of the Relocation Notice without further act or deed. If Licensee elects option (B), if such option is available, and notifies Licensor that it elects to relocate its Approved Equipment to a particular antenna mount height or space specified in the Relocation Notice, Licensee shall have forty-five (45) days of Licensee's receipt of the Relocation Notice to relocate its Approved Equipment on the Tower to such elected space or antenna mount height at Licensee's sole cost and expense, such relocation to be subject to all of the terms and conditions of this Agreement otherwise imposed. If Licensee elects or is deemed to elect option (C), Licensee will remove its Approved Equipment from the Tower Facility within forty-five (45) days of Licensee's receipt of the Relocation Notice, such removal to be subject to all terms and conditions of this Agreement otherwise imposed. If Licensor fails to receive notice from Licensee within such ten (10) Business Day period as to whether Licensee elects option (A), (B) or (C), then Licensee shall be deemed conclusively to have elected option (C). If Licensee elects option (B) or elects or is deemed to elect option (C), if Licensee fails to relocate or remove the Approved Equipment within such time period as required above, TIME BEING OF THE ESSENCE, then the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Substances and waste and equipment containing Hazardous Substances and waste, which shall be removed by Licensee from the Tower Facility immediately; and Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set. For purposes of this Subsection, a "**Paying Carrier**" is a paying carrier or potential licensee of Licensor which, through a written Application or offer, offers to monetarily compensate Licensor for the right to use the space on the Tower included in the Licensed Space.

(c) **Tower Removal**: If during the term of this Agreement Licensor determines based on engineering structural standards generally applied to communications towers that the Tower is or has become structurally unsound such that pursuant to generally accepted industry safety standards the Tower or a portion thereof must be removed, then, upon ninety (90) days' prior written notice to Licensee, Licensor may, in its sole discretion either (i) remove the Tower and terminate this Agreement effective as of the date of such removal, or (ii) modify the Tower and relocate Licensee's Approved Equipment to an alternative location on the modified Tower. If Licensee and Licensor are not able to agree on an alternative location on the modified Tower for the installation of Licensee's Approved Equipment within the foregoing ninety (90) day notice period, then Licensee or Licensor may elect to terminate this Agreement.

25. EMISSIONS.

If antenna power output ("**RF Emissions**") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("**MPE**") limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to the Approved Equipment which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower Facility to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within thirty (30) days of Licensor's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not comply with MPE limits, then Licensee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

26. ENVIRONMENTAL.

Licensee covenants that it will not use, store, dispose, or release any Hazardous Substances on the Tower Facility in violation of Applicable Law. Licensee agrees to indemnify and save harmless Licensor against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Licensee's breach of any of the covenants contained in this Section 26. The obligations of Licensee to indemnify Licensor pursuant to this Section 26 shall survive the termination or expiration of this Agreement.

27. SUBROGATION.

(a) **Waiver**. Licensor and Licensee waive all rights against each other and any of their respective consultants and contractors, agents and employees, for Damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the insurance carrier of a Party waives all of such carrier's rights to proceed against the other Party. Licensee's insurance policies shall provide such waivers of subrogation by endorsement. Licensee shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(b) **Mutual Release**. Notwithstanding anything in this Agreement to the contrary, Licensor and Licensee each release the other and its respective affiliates, employees and representatives from any Claims by them or any one claiming through or under them by way of subrogation or otherwise for Damage to any person or to the Tower Facility and to the fixtures, personal property, improvements and alterations in or on

the Tower Facility that are caused by or result from risks insured against under any insurance policy carried by each and required by this Agreement, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies and only to the extent of the proceeds received from such policy.

28. GOVERNING LAW.

This Agreement shall be governed by the laws of the state in which the Tower Facility is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.

29. MISCELLANEOUS.

Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at the Tower Facility or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by Licensor or its Affiliates and such signatory does not hold the real Tower Facility or leasehold interest in the affected Tower Facility, the execution of this Agreement shall be deemed to have been properly executed by Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Facility. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of this Agreement, Sections 15, 16, 17, and 26 shall survive the expiration or earlier termination of this Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter herein and shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this first be proven.

30. CONFIDENTIALITY.

Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other Party, which may be withheld in such Party's sole and absolute discretion.

The submission of this Agreement for examination and negotiation does not constitute an offer to license, or a reservation of, or option for, any portion of the Tower Facility, and Licensee shall have no right to use or occupy any portion of the Tower Facility or any appurtenant easement area hereunder until the execution and delivery of this Agreement by both Licensor and Licensee.

ATTACHED EXHIBITS:

Exhibit A: List of Approved Equipment and location of the Licensed Space

Exhibit B: Site Drawings indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)

Exhibit C: As-Built Drawings or Construction Drawings to be attached within forty-five (45) days after the Commencement Date in accordance with Section 3

Appendix I: Definitions

Appendix II: Insurance

LICENSOR SITE NAME / NUMBER: Peachtree City West / 26143
LICENSEE SITE NAME / NUMBER: Huddleston Road / 7

Exhibit A

List of Approved Equipment and location of the Licensed Space

Exhibit A

Customer Name:	ATC Asset Name:	ATC Asset #:
FAYETTE COUNTY BOARD	Peachtree City West	26143
	Customer Site Name:	**Customer Site #:**
	Huddleston Road	7

GROUND SPACE REQUIREMENTS

Total Lease Area Sq.Ft: 162.01	**Primary Contiguous Lease Area**	L: 17.00'	W: 8.00'	H: 6.50'	Sq.Ft:	136.00
	Customer Building	17.00'	8.00'	6.50'		136.00
	Customer Building	17.00'	8.00'	6.50'		136.00
	Outside Primary Lease Area	N/A	N/A	N/A	Sq.Ft:	26.01
	Generator AREA	8.23'	3.16'	8.25'		26.01

BACKUP POWER REQUIREMENTS

Generator: Stand Alone **Fuel Tank Size (gal):** 211.0 **Fuel Type:** Diesel **Fuel Tank Setback (radius):** N/A

UTILITY REQUIREMENTS

Power Provided By: Utility Company Direct
Telco/Interconnect: Microwave

TRANSMITTER & RECEIVER SPECIFICATIONS

Type: TX/RX **Quantity:** 10.0 **TX Power (watts):** 100 **ERP Power (watts):** 100

EQUIPMENT SPECIFICATIONS

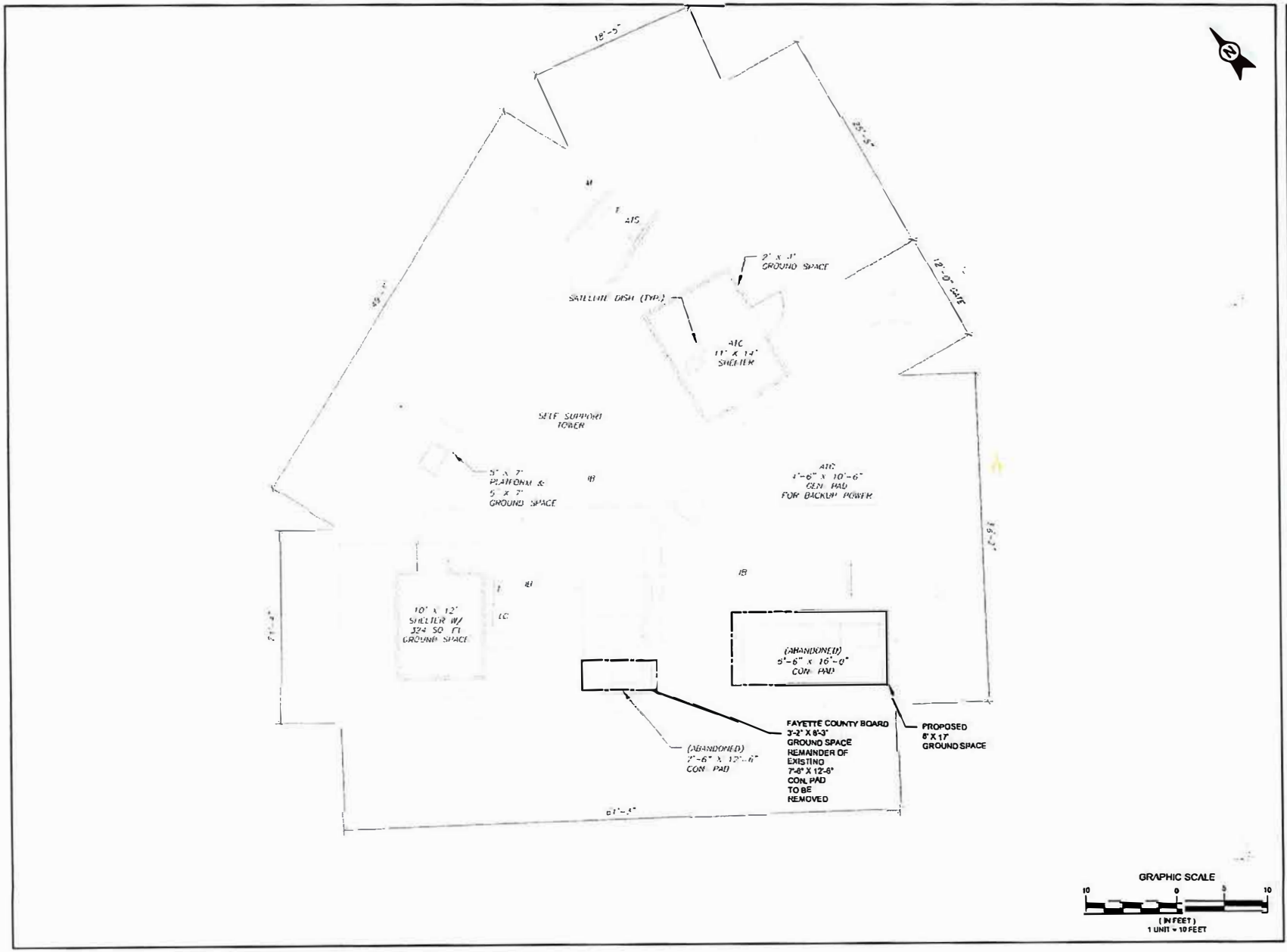
Type	OMNI	TTA	OMNI	ICE SHIELD	DISH-HP	ICE SHIELD
Manufacturer	RFI Antennas	dbSpectra	RFI Antennas	Valmont	Commscope	Valmont
Model #	CC807-11-P	DS7TMA17C	CC807-11-P	CIS06	VHLP6-6WA-6GR	CIS06
Dimensions HxWxD	205" x 3" x 3"	10.8" x 6.5" x 4"	205" x 3" x 3"	29.2" x 88.7" x 60"	6.36' x 6.36' x -'	29.2" x 88.7" x 60"
Weight (lbs.)	49.0	10.0	49.0	740.9	137.0	740.9
Location	Tower	Tower	Tower	Tower	Tower	Tower
RAD Center AGL	188.5'	178.0'	165.0'	159.0'	154.0'	145.0'
Tip Height	197.0'	178.5'	173.5'	160.2'	157.2'	146.2'
Base Height	180.0'	177.6'	156.5'	157.8'	150.8'	143.8'
Mount Type	Stand-Off	Stand-Off	Stand-Off	Leg/Flush	Leg/Flush	Leg/Flush
Quantity	1	1	2	1	1	1
Azimuths/Dir. of Radiation	0	0	0	245	245	161
Quant. Per Azimuth/Sector	1	1	2	1	1	1
TX/RX Frequency Units	MHz	MHz	MHz	GHz	GHz	GHz
TX Frequency	800	800	800	6	6	6
RX Frequency	800	800	800	6	6	6
Using Unlicensed Frequencies?	No	No	No	No	No	No
Antenna Gain	N/A	N/A	N/A	N/A	36.1/ 37.2/ 37.9	N/A
Total # of Lines	1	1	2	N/A	1	N/A
Individual Line Configuration	Qty: 1 Type: Coax Diameter: 7/8" Coax Azimuth/Sector: 1	Qty: 1 Type: Coax Diameter: 1/2" Coax Azimuth/Sector: 1	Qty: 2 Type: Coax Diameter: 7/8" Coax Azimuth/Sector: 2	N/A	Qty: 1 Type: Elliptical Diameter: EWP90 Azimuth/Sector: 1	N/A
Conduit Configuration	N/A	N/A	N/A	N/A	N/A	N/A

EQUIPMENT SPECIFICATIONS						
Type	DISH-HP	N/A	N/A	N/A	N/A	N/A
Manufacturer	Commscope	N/A	N/A	N/A	N/A	N/A
Model #	VHLP6-6WA-6GR	N/A	N/A	N/A	N/A	N/A
Dimensions HxWxD	6.36' x 6.36' x -'	N/A	N/A	N/A	N/A	N/A
Weight (lbs.)	137.0	N/A	N/A	N/A	N/A	N/A
Location	Tower	N/A	N/A	N/A	N/A	N/A
RAD Center AGL	140.0'	N/A	N/A	N/A	N/A	N/A
Tip Height	143.2'	N/A	N/A	N/A	N/A	N/A
Base Height	136.8'	N/A	N/A	N/A	N/A	N/A
Mount Type	Leg/Flush	N/A	N/A	N/A	N/A	N/A
Quantity	1	N/A	N/A	N/A	N/A	N/A
Azimuths/Dir. of Radiation	161	N/A	N/A	N/A	N/A	N/A
Quant. Per Azimuth/Sector	1	N/A	N/A	N/A	N/A	N/A
TX/RX Frequency Units	GHz	N/A	N/A	N/A	N/A	N/A
TX Frequency	6	N/A	N/A	N/A	N/A	N/A
RX Frequency	6	N/A	N/A	N/A	N/A	N/A
Using Unlicensed Frequencies?	No	N/A	N/A	N/A	N/A	N/A
Antenna Gain	36.1/ 37.2/ 37.9	N/A	N/A	N/A	N/A	N/A
Total # of Lines	1	N/A	N/A	N/A	N/A	N/A
Individual Line Configuration	Qty: 1 Type: Elliptical Diameter: EWP90 Azimuth/Sector: 1	N/A	N/A	N/A	N/A	N/A
Conduit Configuration	N/A	N/A	N/A	N/A	N/A	N/A

Exhibit B

Site Drawing indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)

Licensee shall not commence installation until Licensor has approved in writing said drawing and attached it hereto.



AMERICAN TOWER®
A.T. ENGINEERING SERVICE, PLLC
1 FENTON MAIN STREET
SUITE 300
CARY, NC 27511
PHONE: (919) 460-0112

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF LESSOR/SITE OWNER AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM LESSOR/SITE OWNER. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH LESSOR/SITE OWNER WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

ALL MEASUREMENTS AND LOCATIONS USED IN THIS SITE DESIGN ARE APPROXIMATE AND LESSOR/SITE OWNER MAKES NO REPRESENTATION OR WARRANTIES AS TO UNDERGROUND FEATURES, INCLUDING BUT NOT LIMITED TO UTILITIES, ROCK FORMATIONS, ETC. THIS SITE DESIGN SHALL NOT BE USED FOR CONSTRUCTION PURPOSES AND LESSEE SHOULD CONTACT AND UTILIZE A UTILITY LOCATOR SERVICE PRIOR TO COMMENCING CONSTRUCTION TO AVOID SERVICE DISRUPTION TO OTHER USERS AND INJURY OR DEATH

ATC SITE NUMBER:
26143

ATC SITE NAME
PEACHTREE CITY WEST
GEORGIA

LEGEND

	GROUNDING TEST WELL
AV	AIR VENT
ATS	AUTOMATIC TRANSFER SWITCH
B	BOLLARD
C	CABINET
CS	COAX SHROUD
CSC	CELL SITE CABINET
D	DISCONNECT
E	ELECTRICAL
F	FIBER
GEN	GENERATOR
G	GENERATOR RECEPTACLE
HH, V	HANDHOLE, VAULT
HFC	HYDROGEN FUEL CELL
HSM	HYDROGEN STORAGE MATERIAL
IB	ICE BRIDGE
K	KENTROX BOX
LC	LIGHTING CONTROL
LPG	LIQUID PROPANE GAS
M	METER
MTS	MANUAL TRANSFER SWITCH
OHW	OVERHEAD WIRE
P	POWER
PP	POWER POLE
T	TELCO
TRN	TRANSFORMER
	BUFFER (PROPERTY LINE)
	GROUND SPACE (LEASE AREA)
	EASEMENT

DRAWN BY:	J.PARSONS
DATE DRAWN:	06/28/23
CUSTOMER:	FAYETTE COUNTY BOARD
ATC PROJECT NO.:	OAA799660
ATC ASSET NO.:	26143

SITE PLAN LAYOUT

SHEET NUMBER:	AUDITED BY
SITE-1	ON

Exhibit C

As Built Drawings or Construction Drawings

To be attached hereto within forty-five (45) days after the Commencement Date.

Appendix I

Defined Terms

Affiliate(s): Any corporation, partnership, limited liability company or other entity that (i) is controlled directly or indirectly (through one or more subsidiaries) by Licensee, (ii) is the successor or surviving entity by a merger or consolidation of Licensee pursuant to Applicable Law, or (iii) purchases all or substantially all of the assets of Licensee. For purposes of this definition, "**control**" means the possession of the right through the ownership of fifty percent (50%) or more of the shares with voting rights to effectively direct the business decisions of the subject entity.

Agreement: defined in the introductory paragraph.

Annual Escalator: defined in Section IV.

Applicable Law: All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over a Licensed Space or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA.

Application: defined in Section IV.

Application Fee: defined in Section IV.

Approved Equipment: the communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Licensed Space, as defined in Exhibit A or B to this Agreement.

BLM: defined in Subsection 5(d).

Business Day: a day other than a Saturday, Sunday or legal holiday for commercial banks under the laws of the United States or the state in which the Tower Facility is located.

Claims: demands, claims, suits, actions, proceedings or investigations brought against a Party by an unrelated or unaffiliated person or entity.

Commencement Date: defined in Section IV.

Common Expenses: defined in Section 7.

Connection Fee: defined in Section 5(b).

Construction Drawings: defined in Section 3.

Damages: debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

Easement: defined in Section 2.

Effective Date: defined in the introductory paragraph.

FAA: the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

FCC: the United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

FCC Rules and Regulations: All of the rules, regulations, public guidance, written policies and decisions governing telecommunications generally and wireless telecommunications specifically as promulgated and administered by the FCC, which on the Effective Date includes, but is not limited to, those administered by the Wireless Telecommunications Bureau of the FCC and more specifically referenced as the Code of Federal Regulations, title 47, parts 0 through 101, as amended.

Final Rule: defined in Subsection 11(g).

Ground Lease: defined in Section 20.

Ground Space: The portion of the Tower Facility licensed for use by Licensee to locate a portion of the Approved Equipment thereon, in the square footage amount depicted on Exhibit B of this Agreement. In no event shall the Ground Space include the air space or rights above the Approved Equipment located in the Ground Space.

Hazardous Substances: Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to Applicable Law; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

Holdover Fee: defined in Subsection 6(c).

Indemnified Party: any person or entity entitled to indemnification under Section 15 hereof.

Indemnifying Party: any person or entity obligated to provide indemnification under Section 15 hereof.

Initial Term: defined in Section IV and referenced in Subsection 6(c).

Interference: defined in Subsection 11(a)(i).

Labeling Fee: defined in Section 9.

Licensed Frequencies: defined in Subsection 11(a)(ii).

Licensed Space: Location of the Approved Equipment on the Tower and at the Ground Space as more specifically described in Exhibits A and B attached hereto.

Licensed User: defined in Subsection 11(a)(iii).

Licensee: defined in the introductory paragraph.

Licensor: defined in the introductory paragraph.

Monthly License Fee: defined in Section IV and referenced in Subsection 5(a).

MPE: defined in Section 25.

Notice Address: defined in Section 18.

NTP (Notice to Proceed): Written notice from Licensor to Licensee acknowledging that all required documentation for the construction and installation of the Approved Equipment has been received and

approved by Licensor and Licensee is authorized to commence its installation of the Approved Equipment at the Licensed Space, as more particularly set forth in Subsection 10(a) of this Agreement.

Paying Carrier: defined in Subsection 24(b).

Paying Carrier Rate: defined in Subsection 24(b).

Party(ies): Licensor or Licensee.

PCN Default: defined in Subsection VI.A.

PCN Retention Fee: defined in Subsection VI.A.

PCNs: defined in Subsection VI.A.

Permitted Frequencies: defined in Section III.

Priority User: defined in Subsection 11(a)(iv).

Relocation Notice: defined in Subsection 24(b).

Remittance Address: defined in Section II.

Renewal Term(s): defined in Section IV and referenced in Subsection 6(b).

RF Emissions: defined in Section 25.

Site Inspection Fee: defined in Section IV.

SSIS: defined in Subsection 10(b).

SSIS Fee: defined in Subsection 10(b).

Structural Analysis Fee: defined in Subsection 10(b).

Subsequent User: defined in Subsection 11(a)(v).

Term: Initial Term and each Renewal Term which is affected pursuant to Section 6 of this Agreement.

Tower: A communications or broadcast tower owned and operated by Licensor and located at the Tower Facility.

Tower Facility: Certain real property owned, leased, subleased, licensed or managed by Licensor shown on page 1 of this Agreement, on which a Tower owned, leased, licensed or managed by Licensor is located.

Trigger Condition: defined in Section 24(b).

Unlicensed Frequencies: defined in Subsection 11(a)(vi).

Unlicensed User: defined in Subsection 11(a)(vii).

Utility Change Event: defined in Subsection 5(b).

Utility Fee: defined in Section IV.

USFS: defined in Section 5(d).

Work: all work relating to the construction, installation, relocation and reconfiguration of Licensee's Approved Equipment at the Tower Facility, including without limitation, construction management, construction of an equipment pad, installation or modification of lines, antennas, shelters and equipment cabinets.

Appendix II

Insurance

A. Licensor shall maintain in full force during the Term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of Five Hundred Thousand and 00/100 Dollars ($500,000.00) per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence.

3. An umbrella policy of not less than Five Million and 00/100 Dollars ($5,000,000.00).

The above insurance shall provide that Licensee will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against Licensee and shall name Licensee as an additional insured, and shall be primary over any insurance coverage in favor of Licensee but only with respect to and to the extent of the insured liabilities assumed by Licensor under this Agreement and shall contain a standard cross-liability endorsement.

B. Licensee shall maintain in full force during the Term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Space prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of Five Hundred Thousand and 00/100 Dollars ($500,000.00) per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence.

3. An umbrella policy of not less than Five Million and 00/100 Dollars ($5,000,000.00).

The above insurance shall provide that Licensor will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against Licensor and shall name Licensor as additional insured, and shall be primary over any insurance coverage in favor of Licensor but only with respect to and to the extent of the insured liabilities assumed by Licensee under this Agreement and shall contain a standard cross-liability endorsement.

C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay Claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either Party from any obligations under this Agreement, and (b) Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.

COUNTY AGENDA REQUEST

Department:	Assessors' Office	Presenter(s):	Lee Ann Bartlett, Director
Meeting Date:	Thursday, January 22, 2026	Type of Request:	Consent #16

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Lacy Curry in the amount of $2,318.65 for tax year(s) 2022, 2023, and 2024.

Background/History/Details:

When a taxpayer believes that an error has occurred, with respect to taxes paid to Fayette County on Real Estate and Personal Property tax bills, they have the right to request a refund under O.G.G.A. 48-5-380. This request is given to the Assessors' Office for review of the details. Appropriate recommendation(s) are then forwarded to the Board of Commissioners' for final consideration of said requests.

Request made by Lacy Curry for commercial property parcel 13-0501-003. On December 12, 2025, a request for a partial refund of taxes was received. The request was based on an error in acreage of the commercial land tract. Taxpayer is eligible under the refund statute for a refund for tax year(s) 2022, 2023, and 2024.

Board of Assessors recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Lacy Curry in the amount of $2,318.65 for tax year(s) 2022, 2023, and 2024.

If this item requires funding, please describe:

The funding required will be for those refund requests where the overpayment of taxes (voluntarily or involuntarily) was a direct result of property that had previously been erroneously assessed and taxes have already been collected from the taxpayer(s).

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.

Approved by Finance	Not Applicable	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

FAYETTE County
Create Your Story!

Tax Assessor
140 Stonewall Avenue West, Ste 108
Fayetteville, GA 30214
Phone: 770-305-5402
www.fayettecountyga.gov

MEMORANDUM

TO: Fayette County Board of Commissioners

FROM: Fayette County Board of Assessors

DATE: December 12, 2025

Re: Tax Refund Request – Curry

Lacy Curry has requested a partial refund of taxes for tax years 2022, 2023, and 2024 due to an acreage discrepancy.

The acreage of the commercial land had been calculated erroneously based on an ambiguous mapping of the parcel. Correction to the acreage error resulted in a value difference of $72,520, $72,520 and $64,800 for each of the three years. The refund amount based on the revised values is $2,318.65.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, an error existed due to an acreage discrepancy. Assessors' Office staff has corrected the error.

TOTAL REDUND RECOMMENDED:	$806.83	2022
	$808.27	2023
	$703.55	2024

COUNTY AGENDA REQUEST

Department:	Road Department	Presenter(s):	Steve Hoffman, Director
Meeting Date:	Thursday, January 22, 2026	Type of Request:	Consent #17

Wording for the Agenda:

Approval of Bid #26081-B to Holbrook Asphalt, Inc. for HA 5 High Density Mineral Bond in the amount of $237,146.91.

Background/History/Details:

HA5 is a High Density Bond pavement preservation treatment that significantly extends pavement life on residential roadways and parking surfaces. The following subdivisions and road pavement are structurally in good shape but in the early stages of showing the effects of age and weathering. HA5 is an unique tool that extends the life of low load/volume pavement at a lower cost than traditional asphalt overlay.

The following sub-divisions and roads (3.53 miles) will be treated under this contract:

1.) Glen Grove Subdivision
2.) Brechin Park Subdivision
3.) Shoreline Subdivision
4.) Providence Subdivision
5.) Murphy Creek Lane

What action are you seeking from the Board of Commissioners?

Approval of Bid #26081-B to Holbrook Asphalt, Inc. for HA 5 High Density Mineral Bond in the amount of $237,146.91.

If this item requires funding, please describe:

There is funding available in the Road Department's M&O account for this project.

Has this request been considered within the past two years?	Yes	If so, when?	Thursday, October 10, 2024
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Yes	Reviewed by Legal	
Approved by Purchasing	Yes	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

FAYETTE County
Create Your Story!

Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

From: Ted L. Burgess

Through: Sherry White

Date: January 22, 2026

Subject: Contract #26081-B HA5 High Density Mineral Bond

HA5® is a high-density mineral bond road treatment that was developed by Holbrook Asphalt Company in St. George, Utah. It prevents cracking and loss of the bond between the aggregate and the binder, thus extending the life of the road. At this time, it is the only product that complies with a specification produced by the American Public Works Association. The Road Department seeks a contractor to apply HA5® to streets in the following subdivisions:

- Glen Grove Subdivision - Edmondson Way, Byington Dr.
- Brechin Park Subdivision - Bramlet Ct., Bontura Dr, Brechin Dr., Densmorr Ridge, Fenhurst Point
- Shoreline Subdivision - Shoreline Dr.
- Providence Subdivision - Holly Amber Lane, St. Clair Ct., Imperial Way
- Murphy Creek Lane

In the past, there was only one HA5® contractor in Georgia – Blount Construction Company, Inc. As of today, Holbrook Asphalt Company has acquired Blount Construction, and are the only distributors of HA5 in Georgia.

In hopes of attracting competition from neighboring states for a contract this size, the Purchasing Department issued Invitation to Bid #26081-B. Notice of the opportunity was emailed to 30 companies. Another 374 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #91371 (Maintenance and Repair, Highway and Roads, Including Removal of Asphalt, Concrete, Bitumens, etc.), #91384 (Maintenance and Repair, Streets, Major and Residential), #91394 (Paving and Resurfacing, Alley and Parking Lot), #91396 (Paving and Resurfacing, Streets, Major and Residential). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace, and the county website.

One company, Holbrook Asphalt Company, submitted a bid (Attachment 1).

For the last seven (7) years, Holbrook Asphalt Company was the only bidder to respond to our invitations to bid. In 2018 a company from Alabama responded only to present a higher cost due to mobilization.

The Road Department recommends Holbrook Asphalt Company, currently the only supplier in Georgia. A Contractor Performance Evaluation is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	#26081-B HA5 High Density Mineral Bond	
Contractor	Holbrook Asphalt Company	
Not-to-exceed amount	$237,146.91	
Budget:		
Fund	100	General Fund
Org Code	40220	Road Department
Object	521316	Technical Services
Available	$542,509.34	As of 1/2/2026

Attachment 1

ITB #26081-B HA5 High Density Mineral Bond

TALLY SHEET

Tuesday, December 30, 2025

			HOLBROOK ASPHALT LLC	
DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
HIGH DENSITY MINERAL BOND (2 COATS)	Square Yard	53,053	$4.47	$237,146.91

FAYETTE COUNTY, GEORGIA
CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of $50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Holbrook Asphalt LLC	Contract Number: #2461-B
Mailing Address: 1545 E Commerce Dr.	Contract Description or Title: HA5 High Density Mineral Bond
City, St, Zip Code: St. George, UT 84790	Contract Term (Dates) From: 11/15/2024 – 6/30/25
Phone Number: 435-652-4427	Task Order Number:
Cell Number:	Other Reference: 26081-B HA5 High Density Mineral Bond
E-Mail Address: Keith@holbrookasphalt.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule			X		
10. Other (specify):					X
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature:	Date of Evaluation: Jan 7, 2026
Print Name: Charles Brandon Parker	Department/Division: Road Department
Title: Crew Leader II / Asphalt Superintendent	Telephone No: 770-320-6011

Form Updated 11/16/2016

CONTRACTOR PERFORMANCE EVALUATION
Explanation of Outstanding or Unsatisfactory Ratings

Company Name:	Contract Number:

	EXPLANATIONS / COMMENTS
	1. Do not submit page 2 without page 1. 2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*. 3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

COUNTY AGENDA REQUEST

Department:	Public Works	Presenter(s):	Phil Mallon, Director
Meeting Date:	Thursday, January 22, 2026	Type of Request:	Consent #18

Wording for the Agenda:

Approval of Resolution 2026-03; FA-01 Kenwood Road Path Project in response to the Atlanta Regional Commission (ARC) 2026 Transportation Improvement Program (TIP) solicitation.

Background/History/Details:

The ARC accepts and processes requests for state and/or federal funding (grants) for transportation projects every few years. There is a solicitation this winter that closes January 23, 2026. On January 8, 2026, the Board of Commissioners approved staff's recommendations for Fayette County submit the following six projects, listed in priority.

1) FA-279 SR 279 realignment project (PI 0017813) - requesting additional funding for an existing project;
2) FA-280 Sandy Creek Rd/Eastin Rd/Sams Dr/Trustin Lake Drive Intersection Improvement (PI 0021206) - requesting additional funding for an existing project;
3) FA-01 Kenwood Road Path Project - requesting additional funding for an existing project;
4) FA-02 Sandy Creek Road Path Project - requesting additional funding for an existing project;
5) FA-03 SR 54 Coweta-Fayette Connectivity Study; and
6) FA-04 Redwine Road Path Gap Closure Scoping Study.

A minimum local match of 20% is required for each project.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2026-03; FA-01 Kenwood Road Path Project in response to the Atlanta Regional Commission (ARC) 2026 Transportation Improvement Program (TIP) solicitation.

If this item requires funding, please describe:

A minimum local match would be required for each project.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.

Approved by Finance	Not Applicable	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

FAYETTE COUNTY
STATE OF GEORGIA

Resolution 2026-03

Resolution of Commitment to Provide Local Match to Federal Funding Awarded for Transportation Projects through the Atlanta Regional Commission's 2026 TIP Solicitation

WHEREAS, Fayette County continues to support the development and enhancement of its transportation infrastructure as a means to create and sustain livable environments, efficient vehicular movement, reduced congestion, improved air quality, safer roads, and general facilitation of public mobility; and

WHEREAS, the Atlanta Regional Commission (ARC) is holding a 2026 solicitation for Transportation Improvement Program (TIP) project funding proposals, which will obligate Federal Funding from the Surface Transportation Block Grant (STBG), Transportation Alternatives Program (TAP), and the Congestion Mitigation and Air Quality (CMAQ) programs for fiscal years 2027 through 2028; and

WHEREAS, world-class infrastructure, building a competitive economy and ensuring the region is comprised of healthy, livable communities are the principles of the Atlanta Region's Plan; and

WHEREAS, Fayette County submitted multiple applications for consideration to fund projects within the County; and

WHEREAS, these projects are consistent with the goals of the Atlanta Region's Plan as well as Fayette County's Comprehensive Transportation Plan and associated corridor studies; and

WHEREAS, the grant agreement for Federal financial assistance, if awarded, will impose certain obligations upon Fayette County, including funding the local share of the project costs; and

WHEREAS, Fayette County will serve as the local sponsor for applied projects and will establish Intergovernmental Agreements with the Cities or Towns that have interest in one or more of the projects; and

WHEREAS, Fayette County has designated the project as eligible for SPLOST funding; and

WHEREAS, Fayette County will provide all necessary certifications and assurances to the ARC required for the project.

NOW, THEREFORE, BE IT RESOLVED that the Fayette County Board of Commissioners supports the development and delivery of these projects and will provide the required local match, as indicated below, should grant funds be awarded:

Project Name	**Local Match**	**Federal Request**	**Project Total**
FA-01 Kenwood Road Path	$171,000	$684,000	$855,000

This _____ day of January 2026

ATTEST:

_____ _____

Tameca P. Smith, County Clerk Lee Hearn, Chairman

COUNTY AGENDA REQUEST

Department:	Public Works	Presenter(s):	Phil Mallon, Director
Meeting Date:	Thursday, January 22, 2026	Type of Request:	Consent #19

Wording for the Agenda:

Approval of Resolution 2026-04; FA-02 Sandy Creek Road Path Project in response to the Atlanta Regional Commission (ARC) 2026 Transportation Improvement Program (TIP) solicitation.

Background/History/Details:

The ARC accepts and processes requests for state and/or federal funding (grants) for transportation projects every few years. There is a solicitation this winter that closes January 23, 2026. On January 8, 2026, the Board of Commissioners approved staff's recommendations for Fayette County submit the following six projects, listed in priority.

1) FA-279 SR 279 realignment project (PI 0017813) - requesting additional funding for an existing project;
2) FA-280 Sandy Creek Rd/Eastin Rd/Sams Dr/Trustin Lake Drive Intersection Improvement (PI 0021206) - requesting additional funding for an existing project;
3) FA-01 Kenwood Road Path Project - requesting additional funding for an existing project;
4) FA-02 Sandy Creek Road Path Project - requesting additional funding for an existing project;
5) FA-03 SR 54 Coweta-Fayette Connectivity Study; and
6) FA-04 Redwine Road Path Gap Closure Scoping Study.

A minimum local match of 20% is required for each project.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2026-04; FA-02 Sandy Creek Road Path Project in response to the Atlanta Regional Commission (ARC) 2026 Transportation Improvement Program (TIP) solicitation.

If this item requires funding, please describe:

A minimum local match would be required for each project.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.

Approved by Finance	Not Applicable	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

FAYETTE COUNTY
STATE OF GEORGIA

Resolution 2026-04

Resolution of Commitment to Provide Local Match to Federal Funding Awarded for Transportation Projects through the Atlanta Regional Commission's 2026 TIP Solicitation

WHEREAS, Fayette County continues to support the development and enhancement of its transportation infrastructure as a means to create and sustain livable environments, efficient vehicular movement, reduced congestion, improved air quality, safer roads, and general facilitation of public mobility; and

WHEREAS, the Atlanta Regional Commission (ARC) is holding a 2026 solicitation for Transportation Improvement Program (TIP) project funding proposals, which will obligate Federal Funding from the Surface Transportation Block Grant (STBG), Transportation Alternatives Program (TAP), and the Congestion Mitigation and Air Quality (CMAQ) programs for fiscal years 2027 through 2028; and

WHEREAS, world-class infrastructure, building a competitive economy and ensuring the region is comprised of healthy, livable communities are the principles of the Atlanta Region's Plan; and

WHEREAS, Fayette County submitted multiple applications for consideration to fund projects within the County; and

WHEREAS, these projects are consistent with the goals of the Atlanta Region's Plan as well as Fayette County's Comprehensive Transportation Plan and associated corridor studies; and

WHEREAS, the grant agreement for Federal financial assistance, if awarded, will impose certain obligations upon Fayette County, including funding the local share of the project costs; and

WHEREAS, Fayette County will serve as the local sponsor for applied projects and will establish Intergovernmental Agreements with the Cities or Towns that have interest in one or more of the projects; and

WHEREAS, Fayette County has designated the project as eligible for SPLOST funding; and

WHEREAS, Fayette County will provide all necessary certifications and assurances to the ARC required for the project.

NOW, THEREFORE, BE IT RESOLVED that the Fayette County Board of Commissioners supports the development and delivery of these projects and will provide the required local match, as indicated below, should grant funds be awarded:

Project Name	**Local Match**	**Federal Request**	**Project Total**
FA-02 Sandy Creek Road Path	$121,400	$485,600	$607,000

This _____ day of January 2026

ATTEST:

_____ _____

Tameca P. Smith, County Clerk Lee Hearn, Chairman

COUNTY AGENDA REQUEST

Department:	Public Works	Presenter(s):	Phil Mallon, Director
Meeting Date:	Thursday, January 22, 2026	Type of Request:	Consent #20

Wording for the Agenda:

Approval of Resolution 2026-05; FA-03 SR 54 Coweta-Fayette Connectivity Study in response to the Atlanta Regional Commission (ARC) 2026 Transportation Improvement Program (TIP) solicitation.

Background/History/Details:

The ARC accepts and processes requests for state and/or federal funding (grants) for transportation projects every few years. There is a solicitation this winter that closes January 23, 2026. On January 8, 2026, the Board of Commissioners approved staff's recommendations for Fayette County submit the following six projects, listed in priority.

1) FA-279 SR 279 realignment project (PI 0017813) - requesting additional funding for an existing project;
2) FA-280 Sandy Creek Rd/Eastin Rd/Sams Dr/Trustin Lake Drive Intersection Improvement (PI 0021206) - requesting additional funding for an existing project;
3) FA-01 Kenwood Road Path Project - requesting additional funding for an existing project;
4) FA-02 Sandy Creek Road Path Project - requesting additional funding for an existing project;
5) FA-03 SR 54 Coweta-Fayette Connectivity Study; and
6) FA-04 Redwine Road Path Gap Closure Scoping Study.

A minimum local match of 20% is required for each project.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2026-05; FA-03 SR 54 Coweta-Fayette Connectivity Study in response to the Atlanta Regional Commission (ARC) 2026 Transportation Improvement Program (TIP) solicitation.

If this item requires funding, please describe:

A minimum local match would be required for each project.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Not Applicable	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

FAYETTE COUNTY
STATE OF GEORGIA

Resolution 2026-05

Resolution of Commitment to Provide Local Match to Federal Funding Awarded for Transportation Projects through the Atlanta Regional Commission's 2026 TIP Solicitation

WHEREAS, Fayette County continues to support the development and enhancement of its transportation infrastructure as a means to create and sustain livable environments, efficient vehicular movement, reduced congestion, improved air quality, safer roads, and general facilitation of public mobility; and

WHEREAS, the Atlanta Regional Commission (ARC) is holding a 2026 solicitation for Transportation Improvement Program (TIP) project funding proposals, which will obligate Federal Funding from the Surface Transportation Block Grant (STBG), Transportation Alternatives Program (TAP), and the Congestion Mitigation and Air Quality (CMAQ) programs for fiscal years 2027 through 2028; and

WHEREAS, world-class infrastructure, building a competitive economy and ensuring the region is comprised of healthy, livable communities are the principles of the Atlanta Region's Plan; and

WHEREAS, Fayette County submitted multiple applications for consideration to fund projects within the County; and

WHEREAS, these projects are consistent with the goals of the Atlanta Region's Plan as well as Fayette County's Comprehensive Transportation Plan and associated corridor studies; and

WHEREAS, the grant agreement for Federal financial assistance, if awarded, will impose certain obligations upon Fayette County, including funding the local share of the project costs; and

WHEREAS, Fayette County will serve as the local sponsor for applied projects and will establish Intergovernmental Agreements with the Cities or Towns that have interest in one or more of the projects; and

WHEREAS, Fayette County has designated the project as eligible for SPLOST funding; and

WHEREAS, Fayette County will provide all necessary certifications and assurances to the ARC required for the project.

NOW, THEREFORE, BE IT RESOLVED that the Fayette County Board of Commissioners supports the development and delivery of these projects and will provide the required local match, as indicated below, should grant funds be awarded:

Project Name	**Local Match**	**Federal Request**	**Project Total**
FA-03 SR 54 Coweta-Fayette Connectivity Study	$140,000	$560,000	$700,000

This _____ day of January 2026

ATTEST:

_____ _____

Tameca P. Smith, County Clerk Lee Hearn, Chairman

COUNTY AGENDA REQUEST

Department:	Public Works	Presenter(s):	Phil Mallon, Director
Meeting Date:	Thursday, January 22, 2026	Type of Request:	Consent #21

Wording for the Agenda:

Approval of Resolution 2026-06; FA-04 Redwine Road Path Gap Closure Scoping Study in response to the Atlanta Regional Commission (ARC) 2026 Transportation Improvement Program (TIP) solicitation.

Background/History/Details:

The ARC accepts and processes requests for state and/or federal funding (grants) for transportation projects every few years. There is a solicitation this winter that closes January 23, 2026. On January 8, 2026, the Board of Commissioners approved staff's recommendations for Fayette County submit the following six projects, listed in priority.

1) FA-279 SR 279 realignment project (PI 0017813) - requesting additional funding for an existing project;
2) FA-280 Sandy Creek Rd/Eastin Rd/Sams Dr/Trustin Lake Drive Intersection Improvement (PI 0021206) - requesting additional funding for an existing project;
3) FA-01 Kenwood Road Path Project - requesting additional funding for an existing project;
4) FA-02 Sandy Creek Road Path Project - requesting additional funding for an existing project;
5) FA-03 SR 54 Coweta-Fayette Connectivity Study; and
6) FA-04 Redwine Road Path Gap Closure Scoping Study.

A minimum local match of 20% is required for each project.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2026-06; FA-04 Redwine Road Path Gap Closure Scoping Study in response to the Atlanta Regional Commission (ARC) 2026 Transportation Improvement Program (TIP) solicitation.

If this item requires funding, please describe:

A minimum local match would be required for each project.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Not Applicable	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

FAYETTE COUNTY
STATE OF GEORGIA

Resolution 2026-06

Resolution of Commitment to Provide Local Match to Federal Funding Awarded for Transportation Projects through the Atlanta Regional Commission's 2026 TIP Solicitation

WHEREAS, Fayette County continues to support the development and enhancement of its transportation infrastructure as a means to create and sustain livable environments, efficient vehicular movement, reduced congestion, improved air quality, safer roads, and general facilitation of public mobility; and

WHEREAS, the Atlanta Regional Commission (ARC) is holding a 2026 solicitation for Transportation Improvement Program (TIP) project funding proposals, which will obligate Federal Funding from the Surface Transportation Block Grant (STBG), Transportation Alternatives Program (TAP), and the Congestion Mitigation and Air Quality (CMAQ) programs for fiscal years 2027 through 2028; and

WHEREAS, world-class infrastructure, building a competitive economy and ensuring the region is comprised of healthy, livable communities are the principles of the Atlanta Region's Plan; and

WHEREAS, Fayette County submitted multiple applications for consideration to fund projects within the County; and

WHEREAS, these projects are consistent with the goals of the Atlanta Region's Plan as well as Fayette County's Comprehensive Transportation Plan and associated corridor studies; and

WHEREAS, the grant agreement for Federal financial assistance, if awarded, will impose certain obligations upon Fayette County, including funding the local share of the project costs; and

WHEREAS, Fayette County will serve as the local sponsor for applied projects and will establish Intergovernmental Agreements with the Cities or Towns that have interest in one or more of the projects; and

WHEREAS, Fayette County has designated the project as eligible for SPLOST funding; and

WHEREAS, Fayette County will provide all necessary certifications and assurances to the ARC required for the project.

NOW, THEREFORE, BE IT RESOLVED that the Fayette County Board of Commissioners supports the development and delivery of these projects and will provide the required local match, as indicated below, should grant funds be awarded:

Project Name	**Local Match**	**Federal Request**	**Project Total**
FA-04 Redwine Road Path Gap Closure Scoping Study	$64,000	$256,000	$320,000

This _____ day of January 2026

ATTEST:

_____ _____

Tameca P. Smith, County Clerk Lee Hearn, Chairman

COUNTY AGENDA REQUEST

Department:	Public Works	Presenter(s):	Phil Mallon, Director
Meeting Date:	Thursday, January 22, 2026	Type of Request:	Consent #22

Wording for the Agenda:

Approval of Resolution 2026-07; FA-279 SR 279 realignment project (PI0017813) in response to the Atlanta Regional Commission (ARC) 2026 Transportation Improvement Program (TIP) solicitation.

Background/History/Details:

The ARC accepts and processes requests for state and/or federal funding (grants) for transportation projects every few years. There is a solicitation this winter that closes January 23, 2026. On January 8, 2026, the Board of Commissioners approved staff's recommendations for Fayette County submit the following six projects, listed in priority.

1) FA-279 SR 279 realignment project (PI 0017813) - requesting additional funding for an existing project;
2) FA-280 Sandy Creek Rd/Eastin Rd/Sams Dr/Trustin Lake Drive Intersection Improvement (PI 0021206) - requesting additional funding for an existing project;
3) FA-01 Kenwood Road Path Project - requesting additional funding for an existing project;
4) FA-02 Sandy Creek Road Path Project - requesting additional funding for an existing project;
5) FA-03 SR 54 Coweta-Fayette Connectivity Study; and
6) FA-04 Redwine Road Path Gap Closure Scoping Study.

A minimum local match of 20% is required for each project.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2026-07; FA-279 SR 279 realignment project (PI0017813) in response to the Atlanta Regional Commission (ARC) 2026 Transportation Improvement Program (TIP) solicitation.

If this item requires funding, please describe:

A minimum local match would be required for each project.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Yes	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

FAYETTE COUNTY
STATE OF GEORGIA

Resolution 2026-07

Resolution of Commitment to Provide Local Match to Federal Funding Awarded for Transportation Projects through the Atlanta Regional Commission's 2026 TIP Solicitation

WHEREAS, Fayette County continues to support the development and enhancement of its transportation infrastructure as a means to create and sustain livable environments, efficient vehicular movement, reduced congestion, improved air quality, safer roads, and general facilitation of public mobility; and

WHEREAS, the Atlanta Regional Commission (ARC) is holding a 2026 solicitation for Transportation Improvement Program (TIP) project funding proposals, which will obligate Federal Funding from the Surface Transportation Block Grant (STBG), Transportation Alternatives Program (TAP), and the Congestion Mitigation and Air Quality (CMAQ) programs for fiscal years 2027 through 2028; and

WHEREAS, world-class infrastructure, building a competitive economy and ensuring the region is comprised of healthy, livable communities are the principles of the Atlanta Region's Plan; and

WHEREAS, Fayette County submitted multiple applications for consideration to fund projects within the County; and

WHEREAS, these projects are consistent with the goals of the Atlanta Region's Plan as well as Fayette County's Comprehensive Transportation Plan and associated corridor studies; and

WHEREAS, the grant agreement for Federal financial assistance, if awarded, will impose certain obligations upon Fayette County, including funding the local share of the project costs; and

WHEREAS, Fayette County will serve as the local sponsor for applied projects and will establish Intergovernmental Agreements with the Cities or Towns that have interest in one or more of the projects; and

WHEREAS, Fayette County has designated the project as eligible for SPLOST funding; and

WHEREAS, Fayette County will provide all necessary certifications and assurances to the ARC required for the project.

NOW, THEREFORE, BE IT RESOLVED that the Fayette County Board of Commissioners supports the development and delivery of these projects and will provide the required local match, as indicated below, should grant funds be awarded:

Project Name	**Local Match**	**Federal Request**	**Project Total**
FA-279 SR 85 @ 1 LOC; SR 279 @ 1 LOC & CORINTH ROAD @ 1 LOC	$2,790,716	$11,162,864	$13,953,580

This _____ day of January 2026

ATTEST:

_____ _____

Tameca P. Smith, County Clerk Lee Hearn, Chairman

COUNTY AGENDA REQUEST

Department:	Public Works	Presenter(s):	Phil Mallon, Director
Meeting Date:	Thursday, January 22, 2026	Type of Request:	Consent #23

Wording for the Agenda:

Approval of Resolution 2026-08; FA-280 Sandy Creek Road, Eastin Road, Sams Drive/Trustin Lake Drive Intersection Improvement Project (PI 0021206) in response to the Atlanta Regional Commission (ARC) 2026 Transportation Improvement Program (TIP) solicitation.

Background/History/Details:

The ARC accepts and processes requests for state and/or federal funding (grants) for transportation projects every few years. There is a solicitation this winter that closes January 23, 2026. On January 8, 2026, the Board of Commissioners approved staff's recommendations for Fayette County submit the following six projects, listed in priority.

1) FA-279 SR 279 realignment project (PI 0017813) - requesting additional funding for an existing project;
2) FA-280 Sandy Creek Rd/Eastin Rd/Sams Dr/Trustin Lake Drive Intersection Improvement (PI 0021206) - requesting additional funding for an existing project;
3) FA-01 Kenwood Road Path Project - requesting additional funding for an existing project;
4) FA-02 Sandy Creek Road Path Project - requesting additional funding for an existing project;
5) FA-03 SR 54 Coweta-Fayette Connectivity Study; and
6) FA-04 Redwine Road Path Gap Closure Scoping Study.

A minimum local match of 20% is required for each project.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2026-08; FA-280 Sandy Creek Road, Eastin Road, Sams Drive/Trustin Lake Drive Intersection Improvement Project (PI 0021206) in response to the Atlanta Regional Commission (ARC) 2026 Transportation Improvement Program (TIP) solicitation.

If this item requires funding, please describe:

A minimum local match would be required for each project.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Not Applicable	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

FAYETTE COUNTY
STATE OF GEORGIA

Resolution 2026-08

Resolution of Commitment to Provide Local Match to Federal Funding Awarded for Transportation Projects through the Atlanta Regional Commission's 2026 TIP Solicitation

WHEREAS, Fayette County continues to support the development and enhancement of its transportation infrastructure as a means to create and sustain livable environments, efficient vehicular movement, reduced congestion, improved air quality, safer roads, and general facilitation of public mobility; and

WHEREAS, the Atlanta Regional Commission (ARC) is holding a 2026 solicitation for Transportation Improvement Program (TIP) project funding proposals, which will obligate Federal Funding from the Surface Transportation Block Grant (STBG), Transportation Alternatives Program (TAP), and the Congestion Mitigation and Air Quality (CMAQ) programs for fiscal years 2027 through 2028; and

WHEREAS, world-class infrastructure, building a competitive economy and ensuring the region is comprised of healthy, livable communities are the principles of the Atlanta Region's Plan; and

WHEREAS, Fayette County submitted multiple applications for consideration to fund projects within the County; and

WHEREAS, these projects are consistent with the goals of the Atlanta Region's Plan as well as Fayette County's Comprehensive Transportation Plan and associated corridor studies; and

WHEREAS, the grant agreement for Federal financial assistance, if awarded, will impose certain obligations upon Fayette County, including funding the local share of the project costs; and

WHEREAS, Fayette County will serve as the local sponsor for applied projects and will establish Intergovernmental Agreements with the Cities or Towns that have interest in one or more of the projects; and

WHEREAS, Fayette County has designated the project as eligible for SPLOST funding; and

WHEREAS, Fayette County will provide all necessary certifications and assurances to the ARC required for the project.

NOW, THEREFORE, BE IT RESOLVED that the Fayette County Board of Commissioners supports the development and delivery of these projects and will provide the required local match, as indicated below, should grant funds be awarded:

Project Name	**Local Match**	**Federal Request**	**Project Total**
FA-280 Sandy Creek Road and Eastin Road Intersection Improvement	$100,000	$400,000	$500,000

This _____ day of January 2026

ATTEST:

_____ _____

Tameca P. Smith, County Clerk Lee Hearn, Chairman

COUNTY AGENDA REQUEST

Department:	Solicitor's Office	Presenter(s):	Jamie Inagawa, Solicitor
Meeting Date:	Thursday, January 22, 2026	Type of Request:	Consent #24

Wording for the Agenda:

Approval to authorize the Fayette County Solicitor's Office to accept a continuing grant award from the Criminal Justice Coordinating Council in the amount of $57,752.00 with the continuing grant award period beginning October 1, 2025 and expiring September 30, 2026.

Background/History/Details:

The Criminal Justice Coordinating Council has proposed a continuing grant award (11th year) in the amount of $57,752.00 to the Fayette County Board of Commissioners for the Prosecuting Attorney's Office Council (PAC) of Georgia - Funding of Prosecution Based Federal Victims of Crime Act Assistance Grant Program (VOCA). Of the $57,752.00 total grant award, $57,752 are Federal funds, and $14,438 are Waived County matching funds. The $57,752 cash portion is to be used towards the salary and benefits for the Victim's Advocate position to be allocated as noted below:

$43,314 Victim's Advocate salary and benefits for the period October 1, 2025 through June 30, 2026
$14,438 Victim's Advocate salary and benefits for the period July 1, 2026 through September 30, 2026

The Solicitor's Office is seeking to accept the continuing grant for the purposes of continuing salary and benefits of the Victim's Advocate to continue this VOCA Program to support direct services to crime victims, i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. The continuing grant award (11th year) period is October 1, 2025 through September 30, 2026.

What action are you seeking from the Board of Commissioners?

Approval to authorize the Fayette County Solicitor's Office to accept a continuing grant award from the Criminal Justice Coordinating Council in the amount of $57,752.00 with the continuing grant award period beginning October 1, 2025 and expiring September 30, 2026.

If this item requires funding, please describe:

Matching funds are waived. The funding for both, revenue and expense, are included in the FY26 budget. The amount for July - September of CY26 will be included in the FY27 budget.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.

Approved by Finance	Yes	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

PAC Prosecuting Attorneys' Council of Georgia

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

SHERRY BOSTON
Chair
District Attorney
DeKalb Judicial Circuit

WILLIAM A. FINCH
Vice Chair
Solicitor-General
Forsyth County

HERB CRANFORD
Secretary
District Attorney
Coweta Judicial Circuit

JONATHAN L. ADAMS
District Attorney
Towaliga Judicial Circuit

TODD HAYES
Solicitor-General
Cherokee County

OMEEKA LOGGINS
Solicitor-General
Richmond County

TASHA M. MOSLEY
District Attorney
Clayton Judicial Circuit

BRADFORD L. RIGBY
District Attorney
Cordele Judicial Circuit

January 5, 2026

Re: Federal Fiscal Year 2026 VOCA Allocation - October 1, 2025 through September 30, 2026

Dear Fayette Solicitor-General's Office:

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2026 VOCA Continuation funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

County: **Fayette**
Implementing Prosecuting Attorney: **Solicitor-General Jamie Inagawa**
Grant Period: **October 1, 2025 through September 30, 2026**

Allocation 1
VOCA Federal Funds: **$57,752**
VOCA Waived Match Funds: **$14,438**
CJCC Sub-Grant Number: **AW-VOCA-25-071-012**
Federal Grant Number: **15POVC-25-GG-00295-ASSI**
CFDA Number: **16.575**

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC via email to Sarai Leonides at sleonides@pacga.org by **February 6, 2026.** If you have any questions, please contact Sarai Leonides at sleonides@pacga.org or (770) 282-6290.

Sincerely,

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia

VOCA Activation: Document Submittal Checklist

Federal Fiscal Year 2025-2026

The following items must be submitted with the **Award Package** before any funds are disbursed by PAC. All forms should be returned no later than **February 6, 2026** via e-mail to Sarai Leonides at sleonides@pacga.org. **ONLY *MOAs (pgs. 1-10) containing original signatures should be mailed to: Prosecuting Attorneys' Council of Georgia, ATTN: Sarai Leonides, 1590 Adamson Parkway, Fourth Floor, Morrow, GA 30260. Secure, digital, date-stamped signatures will also be accepted on the MOA, in which case it does not need to be mailed.***

- ☐ **MOA(s)** MUST be signed by your County Commission and by your DA/SG; digital signatures must be date stamped
- ☐ **Detailed Budget Worksheet** Budgets have already been submitted as of September 26, 2025. Submit with an SAR form only if changes have occurred since the original submission.

Forms and Special Conditions

- ☐ **Special Conditions** (Signed by both County Commission and DA/SG, initialed by Project Director)
  Please note that PAC may use different deadlines than those set forth in the Special Conditions in order to facilitate statewide reporting. Please adhere to deadlines as provided by PAC.
- ☐ **Designation of Grant Officials Form**
  Per CJCC guidance, the Authorized Official MUST be your County Commission Chair. This person may submit a letter designating a signing authority—see below—to sign all future submissions
- ☐ **Email Contacts**
  PAC communicates all VOCA-related matters via email. Please provide a list of names, titles and email addresses for any personnel who should be copied on VOCA-related correspondence from PAC. This list should be updated if changes occur during the year
- ☐ **Reimbursement Information Form** (Signed by County Commission)
- ☐ **Vendor Management Bank Account Form**
  PAC requires that VOCA reimbursements be paid by ACH. ***Complete this form only if your account information has changed.*** *How to Complete the SCRF: https://pacga.org/about-pacga/departments/fiscal-services/county-paid-expense-reimbursement-vendor-ach-set-up/*
- ☐ **Form W-9, Request for Taxpayer Identification Number and Certifications**
- ☐ **Disclosure of Lobbying Form** (Signed by County Commission)
- ☐ **Standard Assurances Form** (Signed by County Commission)
- ☐ **Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements** (Signed by County Commission)
- ☐ **Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction** (Signed by County Commission)
- ☐ **Audit Requirements Form**
- ☐ **Suitability for Covered Individuals Who May Interact with Participating Minors Form** (ensure you're determining suitability for each VOCA funded employee within 6 months of hire and every 5 years thereafter)
- ☐ **Board of Commissioners Approving FFY26 VOCA Grant Funds** (send copy of minutes which must include the grant year, award number and your award amount)

Signature Authorization Letter

- ☐ **Signature Authorization Letter**
  Your Authorized Official may designate signing authority to another party or parties for future submission of forms and documents pertaining to this subgrant allocation. To do so, your Authorized Official should submit a letter on official Agency letterhead and reference the subgrant award number

STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
Agreement for Funding of Prosecution Based VOCA Program

County: _____

Implementing Prosecuting Attorney: _____

Allocation 1: CJCC Grant No: AW-VOCA-25-071-012

A. Base Federal Funds: $_____
B. Matching Funds (waived for all offices): $_____

Initial Grant Period: October 1, 2025 to September 30, 2026

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is made by and between the Prosecuting Attorneys' Council of the State of Georgia (hereinafter referred to as "PACGA"), an agency of the Judicial Branch of the State of Georgia, legally empowered to contract pursuant to O.C.G.A. §§ 15-18-40, et. seq., the _____ County Board of Commissioners (hereinafter referred to as the "County"), a political subdivision of this State and the (District Attorney) (Solicitor-General) for the _____ (Judicial Circuit) (County) (hereinafter referred to as the "Prosecuting Attorney").

1. Between PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other . . . for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."

2. Period of Agreement: This agreement shall be effective on October 1, 2025 and shall continue in effect for a period of one (1) year, unless terminated earlier under other provisions of this Agreement.

3. Purpose of this Memorandum of Agreement.

   (a) The parties acknowledge and agree that PACGA has received a subgrant from the Georgia Criminal Justice Coordinating Council (CJCC) under the Federal Victims of Crime Act Assistance Grant Program (hereinafter referred to as "VOCA"). The VOCA Grant Program supports direct services to crime victims, i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. The Office for Victims of Crime (OVC) of the Bureau of Justice Assistance

(BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which in turn are subgranted to local organizations for states to ensure crime victims' rights are upheld and play a meaningful role in the criminal justice process. In Georgia, that organization is CJCC, an agency of the Executive Branch of state government. O.C.G.A. § 35-6A-1, et. seq.

(b) Effective October 1, 2013, PACGA has been awarded a VOCA subgrant by CJCC to serve as the centralized subgrant recipient on behalf of all prosecuting attorneys in the state. PACGA, in turn, is required to enter into an MOA with participating Counties and the Prosecuting Attorneys for those counties or judicial circuits.

(c) The CFDA number for this grant program is 16.575.

(d) Participating Counties and Prosecuting Attorneys are required to fulfill all programmatic and financial reporting requirements by submission through PACGA. PACGA has responsibility for consolidating individual reporting into a single report and submitting to CJCC. Unless specifically referenced in the Agreement or this document, all terms, conditions and policies of CJCC related to performance and reporting remain in full force and effect.

4. PACGA, County and Prosecuting Attorney Contact Information:

(a) Exhibit "A" contains the name of the point of contact, mailing address, e-mail address(es) and telephone number(s) for all correspondence, reports and other matters relative to this Agreement for PACGA, the County and the Prosecuting Attorney.

(b) Change of contact information:

The parties agree if there is a change in the point of contact, the mailing address(es), telephone number(s), and e-mail address(es), PACGA will be notified in writing. The County and Prosecuting Attorney will notify PACGA by submitting a Subgrant Adjustment Request (SAR).

5. Scope of Project:

(a) The purpose of this Agreement shall be to facilitate efficient allocation of VOCA funding for victims' services by the Prosecuting Attorney within the County.

(b) The Prosecuting Attorney will make mandated victims' services available throughout the Prosecuting Attorney's territorial jurisdiction. At a minimum, the Prosecuting Attorney and the County agree that the Prosecuting Attorney will provide those services specified in PACGA Policy 11.2 (see Exhibit "B")

(c) The Prosecuting Attorney will expand provision of services into areas where victims are un-served and/or underserved by utilizing PACGA resources to:

(1) Facilitate statewide data collection regarding the type and number of services provided by VOCA advocates;

(2) Identify areas where victims are un-served and/or underserved and redirect VOCA funds accordingly.

(d) PACGA shall, upon the terms and conditions contained herein, allocate to County, and the County hereby accepts, an amount not to exceed the amount designated in the allocation letter to be used solely for the purposes of providing victims services as defined by the approved budget (see 10a).

6. Budget Limitation: The approved budget total (see 10a) may not be exceeded without the written approval of PACGA. The County is responsible for any expenditure that exceeds the approved budget. Any such expenditure may be credited toward meeting the matching fund requirements of the Grant (see 7a) provided those expenditures are included in the approved budget.

7. Matching Funds Requirement:

(a) The VOCA Federal Grant Program that is the source of the funds used to support this Agreement requires grant recipients to provide matching funds as set forth below. The County agrees to provide such matching funds and to account for the expenditure of such matching funds to PACGA.

(b) The matching funds requirement for this MOA is 20% of the total approved Base funding budget.

(c) Match waivers may be granted by CJCC upon request of the Prosecuting Attorneys' office or based on an administrative decision by CJCC.

(d) The Prosecuting Attorney's office may choose to meet a portion or all of the required match in the form of volunteer hours valued at $15 per hour. There is no minimum volunteer hour requirement.

8. Use of Volunteers:

(a) The Prosecuting Attorney's office must utilize volunteers unless a written waiver request is approved by both CJCC and the Federal Government. Volunteer hours are not required to be included in the budget.

9. Programmatic Reporting Requirements:

During the course of a grant period, the County and the Prosecuting Attorney are required to submit periodic programmatic and financial reports to PACGA. These reports include, but are not limited to:

(a) Quarterly and Bi-annual Activity Reports - Victim Services Statistical Reports

(VSSR); and

The Victim Services Statistical Report (VSSR) programmatic reporting deadlines are as follows:

Quarter 1	October 1 – December 31, 2025	Due: **January 15, 2026**
Quarter 2	January 1 – March 31, 2026	Due: **April 15, 2026**
Quarter 3	April 1 – June 30, 2026	Due: **July 15, 2026**
Quarter 4	July 1 – September 30, 2026	Due: **October 15, 2026**

(b) Outcome Performance Measurement Surveys (Annual).

(1) The Outcome Performance Measurement Survey (OPM) programmatic reporting deadlines are as follows:

Annually	Oct. 1, 2025 -Sept. 30, 2026	Due: **October 30, 2026**

(2) NOTE: OPM Survey reports are to be submitted directly to CJCC following the instructions as provided at the following website: https://cjcc.georgia.gov/sasp-grant-overview/reporting

10. Financial Reporting Requirements:

(a) The County will submit budget worksheet(s) to PACGA no later than September 26, 2025. A personnel action form and job description for each position funded by the subgrant must be submitted with the budget.

(b) The County will submit to PACGA a Subgrant Expenditure Report (SER) form within 15 days of the end of each quarter requesting reimbursement for expenses incurred during the grant period. Separate SER forms are required for Base funding and Victims Comp Advocate funding. Deadlines are as follows:

Quarter 1	October 1 – December 31, 2025	Due: **January 15, 2026**
Quarter 2	January 1 – March 31, 2026	Due: **April 15, 2026**
Quarter 3	April 1 – June 30, 2026	Due: **July 15, 2026**
Quarter 4	July 1 – September 30, 2026	Due: **October 15, 2026**

(c) Counties and Prosecuting Attorneys must document volunteer in-kind match hours and submit the documentation with their request for reimbursement as well as the time record reporting form. A volunteer contract for each volunteer must be submitted.

(d) Counties must submit a Subgrant Adjustment Request (SAR) to notify PACGA of the need to change any of the following:

(1) The point of contact information;
(2) Request to modify budget within currently approved categories;
(3) Request for a no-cost extension;
(4) Personnel changes (changes in salary/benefits, new hires/terminations, changes in percentage of time spent by such personnel on the grant, etc.).

(e) All program staff, both paid and volunteers, must keep time sheets documenting total time worked, time worked on grant activities, and the percentage of total time spent on grant activities. Time worked on grant activities must be further broken down into CJCC approved categories.

11. Payment Schedule: PACGA shall pay the County on a reimbursement basis. These funds will be reimbursed by PACGA upon receipt of proper documentation from the County, subject to approval by CJCC. Proper documentation includes copies of all invoices, sales receipts and/or cancelled checks for the items approved. Payment shall be issued to the county in the form of check or Automatic Clearing House (ACH) payment.

12. Accountability: The County agrees to expend said funds granted herein solely in conformance to this Agreement and the Special Conditions set forth by CJCC and in PACGA Policy 11.2 and to account for said funds in accordance with generally accepted accounting principles. An initialed copy of the Special Conditions must be returned to PACGA.

13. Audit: County will allow, obtain and cooperate with any audit or investigation of grant administration requested or undertaken by PACGA, CJCC or the State Auditor. Upon request, the County agrees to provide PACGA with any information, documents and/or photographs PACGA deems necessary to monitor performance of this Agreement. The County further agrees these funds shall be included in the audit or financial statement of the County until all expenditures have been accounted for. A copy of the audit or financial statement will be returned with the contract. Federal grant dollars will be reported separate from other funds.

14. Records Retention: The County agrees to maintain proper and accurate books, records and accounts reflecting its administration of Agreement funds and compliance with all applicable laws and the Retention Schedules adopted by the State of Georgia pursuant to O.C.G.A. § 50-18-90 et seq. Such documentation shall be retained for at least three years from the close of said project at the Federal level and shall be made available to PACGA upon request. Personnel records for grant-funded positions must be retained as provided by the state retention schedule for Personnel records.

15. Liability to Others: The County shall hold PACGA, their officials and employees harmless from any and all claims including, without limitations, damage claims for injury to persons and/or property arising from the Grant.

16. Conflicts of Interest: The undersigned certify they will in all respects comply with state laws pertaining to conflicts of interest and to all laws related to PACGA officials and employees conducting business with PACGA.

17. Termination:

(a) Suspension or termination of this Agreement may occur if the County materially fails to comply with the terms of this Agreement. The Agreement may also be terminated:

(1) Due to non-availability of funds. Notwithstanding any other provision of this Agreement, in the event that either of the sources of payment for services under this contract (appropriations from the governing authority of contracting County, appropriations from the General Assembly of the State of Georgia, a Federal agency or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of PACGA incurred under this and all other contracts entered into for this VOCA Grant Program exceeds the balance of such contract sources, then this Agreement shall immediately terminate without further obligation of PACGA as of that moment. Certification by the Executive Director of PACGA of the occurrence of either of the events stated above shall be conclusive.

(2) Due to default or for cause. This agreement may be terminated for cause, in whole or in part, at any time by PACGA for failure of the County to perform any of the provisions hereof. Should PACGA exercise 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 County will be required to submit the final agreement not later than 45 days after the effective date of written notice of termination. Upon termination of this agreement, the County shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

(3) For Convenience. This Agreement may be canceled or terminated by either of the parties without cause. This Agreement may be terminated by the County for any reason upon 60 days prior written notice to PACGA. This Agreement may be terminated by PACGA for any reason upon 30 days prior written notice to the County and the Prosecuting Attorney.

(b) Notwithstanding any other provision of this section, this Agreement may be immediately terminated without any opportunity to cure if any of the following events occurs:

(1) County violates or fails to comply with any applicable provision of federal or state law or regulation.

(2) County knowingly provides fraudulent, misleading or misrepresentative information to PACGA.

(3) County has exhibited an inability to meet its financial or services obligations

under this agreement.

(4) An assignment is made by the County for the benefit of creditors.

(5) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the County.

(c) Any funds allocated to the County under this Agreement, which remain unobligated or unspent upon such termination, shall automatically revert to PACGA.

18. Victims of Crime Act - Funding Conditions:

(a) County and the Prosecuting Attorney agree to comply with PACGA Policy 11.2 - Victims of Crimes Act - Funding Conditions.

(b) County and the Prosecuting Attorney shall be subject to all applicable rules, regulations and conditions of the Victims of Crime Act.

(c) The County and Prosecuting Attorney agree to comply with the most recent copy of CJCC's subgrantee manual available at: https://cjcc.georgia.gov/grant-forms-publications/educational-tools-resources

(d) The County and Prosecuting Attorney agree to comply with all Special Conditions set forth by CJCC and PACGA.

(e) The County and Prosecuting Attorney agree to comply with the most recent edition of the OJP Financial Guide available at: https://ojp.gov/financialguide/index.htm

(f) The County and Prosecuting Attorney hereby assure and certify that it:

(1) Complies with and will continue to comply with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R., Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; 2 C.F.R. Part 180 – Government-wide Debarment and Suspension (Non-procurement); 28 C.F.R. Part 83 – Government-wide Requirements for a Drug-Free Workplace (Grants); 28 C.F.R. Part 69 – Restrictions on lobbying that govern the application, acceptance and use of Federal funds for this federally assisted project;

(2) Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable;

(3) Will comply with all applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; as amended;

Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

19. Entire Agreement: This Agreement constitutes the entire agreement among and between parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless all parties have agreed to said modification in writing.

20. Penalties for Violations: Violation of any of the terms and conditions of this grant can result in penalties including but not limited to: withholding of disbursements or future awards, suspension/termination of awards, suspension/debarment, repayment of reimbursed federal funds, civil lawsuit, or criminal prosecution.

21. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above,

PROSECUTING ATTORNEY EXECUTION:

_____

Signature Date signed by Prosecuting Attorney

_____

Printed Name

The Honorable
District Attorney, _____ Judicial Circuit
Solicitor-General, _____County

COUNTY EXECUTION:

_____

Signature Date signed by County

_____

Printed Name

_____

Title
Official for _____ County

PACGA EXECUTION:

_____

Signature Date signed by Council

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia
1590 Adamson Parkway, Fourth Floor
Morrow, Georgia 30260-1755

EXHIBIT A

PACGA, County and Prosecuting Attorney Contact Information

1. The PACGA mailing address, e-mail address and telephone number for correspondence, reports and other matters relative to this contract, except as otherwise indicated, are:

Prosecuting Attorneys' Council of Georgia
Attn: Sarai Leonides
1590 Adamson Parkway, Fourth Floor
Morrow, Georgia 30260-1755
(770) 282-6300
Email: sleonides@pacga.org

2. The County's mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

_____

Attention:_____

_____

_____

Telephone No.: _____

Email: _____

3. The PROSECUTING ATTORNEY'S mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

_____

Attention: _____

_____

_____

Telephone No.: _____

Email: _____

EXHIBIT B
PACGA Policy 11.2

Prosecuting Attorneys' Council of Georgia

Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	**Victim Services**	**Victims of Crimes Act - Funding Conditions**

1. Purpose.

This Policy establishes policies, procedures and conditions that apply to all prosecution-based victim services programs that receive funding through the Prosecuting Attorneys' Council (PACGA or "the Council") as specified in Section 3.

2. Authority.

(a) Victim of Crimes Act (VOCA), 42 U.S.C. Chapter 112. (b) O.C.G.A. §§ 15-18-14.2; 15-18-40(c); 15-18-73(b).

3. Scope.

(a) This policy applies to all district attorneys and solicitors-general offices that receive federal funding under the Victim of Crimes Act (VOCA), 42 U.S.C. Chapter 112, as amended, (hereinafter referred to as "funded offices") that are administered by PACGA pursuant to one or more grants from the Criminal Justice Coordinating Council.

(b) The provisions of this policy constitute binding special conditions that must be adhered to as a condition of the receipt of grant funds and are in addition to any other special conditions that may apply to the federal grant program.

4. Definitions.

(a) "CJCC" means the Criminal Justice Coordinating Council.
(b) "Funded office" means a district attorney's office or a solicitor-general's office that is receiving VOCA funds through the Council.
(c) "OJP" means the Office of Justice Programs of the United States Department of Justice.
(d) "VOCA" means the Victims of Crime Act, 42 U.S.C. Chapter 112.
(e) "VWAP" means a prosecution-based victim-witness assistance program operated by a funded office.

Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	**Victim Services**	**Victims of Crimes Act - Funding Conditions**

5. **Role of the Council.**

(a) The Council is the fiscal officer for the prosecuting attorneys and the recipient of federal funds under VOCA. The Council is responsible to the CJCC, and through them to the federal grantor agency, for providing administrative oversight and insuring that all prosecuting attorneys' offices receiving VOCA funds comply with all state and federal statutes, rules, regulations applicable to such grant as well as any special conditions that apply to the grant.

(b) The Executive Director is responsible to the Council for the proper administration of the grant and timely making any reports required by the grant. The Executive Director may designate one or more employees to perform any function necessary to administer the grant or which necessarily appertain thereto.

6. Responsibilities of District Attorney's Offices or Solicitor-General's Offices.

(a) The district attorney or solicitor-general of a funded office is responsible for the proper administration of the funds received by their office and compliance with this Policy.

(b) The district attorney or solicitor-general of a funded office may designate, in writing, an employee to be responsible for the administration of the grant fund and making any reports required by this policy or the grant. A copy of such designation shall be submitted to the Executive Director or his or her designee.

(c) Each funded office agrees to adhere to the Program Guidelines for the Victims of Crime Act Victim Assistance Grant Program set forth in 28 CFR 94 Subpart B and available at: http://www.ojp.usdoj.gov/ovc/voca/vaguide.htm

(d) Each funded office agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities initiated and/or conducted by the Council or CJCC during and subsequent to the grant award period.

(e) Each funded office agrees to obtain and maintain a Data Universal Numbering System

(DUNS) number and to provide that number to the Council.

(f) Each funded office agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM).

(g) Each funded office agrees to adhere to the provisions set forth in all executed Memoranda of Agreement and in the Special Conditions issued by CJCC or PAC.

7. Delivery of Services to Victims.

(a) No cost for Services. Funded offices must provide services to crime victims at no charge.

(b) Core Services. Funded offices must, at a minimum, abide by the provisions of the "Crime Victims' Bill of Rights," O.C.G.A. § 17-17-1, et seq., including, but not limited to, providing the following core services:

(1) Educating victims about their role in the criminal justice process.

(2) Stabilizing Lives:

(A) Funded offices shall:

(i) Coordinate crime scene clean-up services;

(ii) Provide information and assistance with the return of stolen/damaged property;

(iii) Provide referrals to and coordinate services with agencies that provide food, shelter, support groups, medical care, and crisis/emergency intervention and long-term therapy/counseling;

(iv) Provide assistance with information, application, and document

collection for Crime Victim Compensation, ensuring that all victims understand their rights to receive compensation, all applicable eligibility requirements, and all application procedures;

(v) Provide assistance with information, application, and document collection for restitution in order to ensure that restitution is made a part of every applicable criminal sentence; and

(vi) Provide assistance with other applications (TANF, Immigration, leases, etc.) and/or other paperwork relating to acquiring services as a direct result of the crime.

(B) Funded offices may:

(i) Assist victims requesting assistance in working with bill collectors/ creditors, where expenses directly resulted from the crime or loss of wages due to the crime; and

(ii) Assist victims with employers and/or school administrators when victims lose wages, employment, or time as a direct result of the crime or cooperation with the prosecution.

(3) Meeting Emotional/Physical Needs. Funded offices shall:

(i) Ensure advocates' availability to victims and law enforcement around the clock, ensuring provision of both information about victim options immediately following the crime and first-response emotional support & crisis intervention (homicide, aggravated assault and domestic/family violence cases, and crisis response);

(ii) Assist with death and serious injury notifications for families of victims;

(iii) Provide assistance with preparation of Victim Impact Statements and presentation of the Statements in court;

Prosecuting Attorneys' Council of Georgia		
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(iv) Provide assistance with letters, victim impact statements, registration for Georgia Victim Impact Panel, facilitation of/accompaniment to Visitor's Day, clemency hearings and executions, etc.;

(v) Provide follow-up services to victims at hospital facilities, coroner's offices, and/or funeral homes;

(vi) Provide personnel availability during interviews to help victims feel more comfortable;

(vii) Provide emotional support to victims and their families throughout the judicial process;

(viii) Provide practical assistance to ensure necessary court appearances of victims (e.g., services for disabled victims and translators); and

(ix) Provide appropriate post-sentence referrals and intervention if needed.

(4) Meeting Safety & Security Needs. Funded offices shall:

(i) Assist victims with safety planning;

(ii) Coordinate communication with necessary professionals with on-going activities of the defendant that is putting the victim in fear and/or physical jeopardy;

(iii) Prompt necessary actions to expedite a stage of the case for victim protection (i.e., alert prosecutors if a case is dismissed in Magistrate Court to initiate the indictment/bond process for victim protection;

(iv) Prompt necessary actions to initiate the process for probation revocation if defendant violates the sentence terms and jeopardizes victim safety,

etc.);

(v) Provide information and advocacy regarding Temporary Protective Orders;

(vi) Assist victims with notification requests to the county jail/Department of Corrections and Parole regarding the defendant's release from incarceration; and

(vii) Provide a comfortable waiting area apart from defendant's family and acquaintances;

(5) Assisting with the Criminal Justice System. Funded offices shall:

(i) Assist the victim and family members with understanding the criminal justice system and what to expect at each stage of the process;

(ii) Assist the victim and family members with understanding all legal terminology and strategy during processing of the case;

(iii) Advocate for restitution at time of sentencing (this can become part of the sentence and if payment is not rendered, it may be a probation violation);

(iv) Coordinate victim needs for transportation and travel that may include; air, train, bus, auto, accommodations, and meals;

(v) Assist victims with warrant application processes and attend pre-warrant court hearings;

(vi) Serve as liaison between victims, investigators, prosecutors and court personnel;

(vii) Provide assistance to investigators and prosecutors for initial and ongoing

contact with victims (e.g., interviews and scheduling of interviews);

(viii) Ensuring that contact information and the physical location of the victim is maintained and accurate for continuation of services;

(ix) Provide courtroom orientation and pre-trial preparation to testifying victims;

(x) Escort victims to court and related hearings;

(xi) Provide ongoing communication and information regarding status of the case, bond hearings, grand jury decisions, disposition options, appellate decisions, etc.;

(xii) Attend hearings with victims or on behalf of victims when their presence is not required;

(xiii) Assist victims with making contact with the Board of Pardons and Paroles and the Department of Corrections to request notification regarding a defendant's entry into the prison system and offering avenues for opinions on early parole release;

(6) Education/Collaboration:

(A) Funded offices shall have personnel:

(i) Serve on community victim advocacy committees, boards of directors, and task forces, acting as liaison for prosecutor's offices and judicial system (i.e., shelters, rape-crisis centers, etc.);

(ii) Represent the office on various victims' service bodies including; child fatality review, domestic violence fatality review, elder abuse task force,

domestic violence task force, various multi-disciplinary teams, etc.;

(iii) Provide training to community, law enforcement, educational facilities and other professionals on victim assistance and victim related issues including, but not limited to, family violence, identity theft, sexual assault, child abuse, teen dating violence, elder abuse, the criminal and civil justice process, stalking, and crime prevention; and

(iv) Provide ongoing information and literature to educate victims about the Victim Assistance Program, crime, and other relevant issues through pamphlets, handouts, presentations, referrals, internet, etc.

(B) Funded offices may have personnel serve on a Victim Impact Panel as member or coordinator, and hold monthly meetings, and assist in recruiting, training and maintaining victim panel members and speakers.

(7) Prosecutorial Assistance: Funded offices shall:

(i) As needed, assist investigators and prosecutors with obtaining reports from DFACS, child advocacy and assessment centers, and other agencies;

(ii) As needed, assist investigators and prosecutors with completing referral forms and setting up forensic interview at child advocacy and assessment centers;

(iii) Upon request from investigators, prosecutors, or child advocacy and assessment center personnel, will attend forensic interviews and multidisciplinary team meetings (MDT);

(iv) As needed, assist investigators and prosecutors with documentation in domestic and family violence cases (pictures of victim's injuries, statements, etc.).

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(8) Post conviction. If the accused is found guilty and sentenced to incarceration in the custody of the Georgia Dept. of Corrections (GDOC), funded offices will connect the victim with the GDOC victim services division and assist the victim with registering for offender status notifications.

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(c) Limited English Proficient Victims.

(1) Funded offices will provide services and literature in Spanish and other languages.

(2) Each funded office must have a written plan that insures that victims who are not proficient in the English language are afforded access to services as required by Executive Order 13166. At a minimum, the plan must meet the requirements set forth in U.S. Dept. Of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. 67 Fed. Reg. 41455-41472 (June 18, 2002).

(3) In addition, funded offices that provide hotline services will provide PACGA documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees that provide hotline services will ensure that its

TTY machine is operable at all times and that all staff, volunteers and interns who answer the hotline receive training and ongoing review of TTY answering procedures.

(4) For information and resources for providing services to LEP or disabled individuals, visit LEP.gov or Georgia's Americans with Disabilities Act Coordinator's Office, http://ada.georgia.gov. You may also contact CJCC for technical assistance with questions or concerns.

(d) Equal Opportunity.

(1) Funded offices shall provide services to all victims without regard to the victim's race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information. Any person who believes that they have been discriminated against based on his or race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information has the right to file a civil rights complaint with the Office of Justice Programs.

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(2) Each funded office shall display the following statement in a prominent location where it will be visible to staff and visitors to the office and include it in any publications provided to members of the public:

The Victim Witness Assistance Program does not discriminate against individuals or groups on the basis of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information. If you believe you have been the target of discrimination, you have the right to file a civil rights complaint. Information on how to file a civil rights complaint can be found on the Office of Justice Programs website. http://www.ojp.gov/about/ocr/complaint.htm

(e) Immigration status.

Funded offices that rely on in-kind (non-cash) services necessary to protect life or safety without charge based on the recipients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services. See Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 2353-2001) 66 FR 3613.

(f) Victims of Federal Crimes.

Funded offices must provide services to victims of federal crimes on the same basis as victims of state and/or local crimes. A victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation. Federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.

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(g) Victims of Crimes Committed by Juveniles.

Beginning January 1, 2014, funded offices must provide services to a victim of a delinquent act committed by a child which would constitute a crime if committed by an adult as required by O.C.G.A. § 15-11-481. If the funded office opts out of prosecuting delinquency cases in one or more counties in accordance with O.C.G.A. § 15-18-6.1, the funded office must provide the Council with documentation showing how victims of delinquent acts in those counties will receive services required by O.C.G.A. § 15-11-481 and this Policy.

8. Use of Volunteers.

(a) Funded offices must use volunteers unless CJCC determines there is a compelling reason to waive this requirement. A "compelling reason" may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.

(b) 25% of the 20% VOCA-required matching funds must be in the form of volunteer in-kind match for each funded office unless the requirement is waived, in writing by CJCC.

(c) Funded offices seeking a waiver from this requirement because they are unable to recruit or maintain volunteers will have to document and demonstrate the efforts they undertook to find volunteers.

(d) Funded offices shall furnish a listing of all project volunteers that provide direct services, a copy of the contract or agreement between each volunteer and the funded office identifying responsibilities for both parties, and a written job description indicating what types of direct services the volunteer will provide.

(e) Funded offices will satisfy 25% of the required match (20%) through the in-kind donation of volunteer hours. The standard rate for the provision of direct services by a volunteer is $12.00 per hour. Higher rates must be pre-approved by CJCC. Any request for deviation from this requirement must be submitted in writing to CJCC utilizing the volunteer requirement waiver request form. A copy of the request must be provided to PACGA.

9. Non-Discrimination in Service Provision.

(a) As recipients of federal funds from the Department of Justice, all funded offices are subject to the following federal non-discrimination laws:

(1) Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d;

(2) Section 504 of the Rehabilitation Act of 1973 - 29 U.S.C. §794;

(3) The Omnibus Crime Control and Safe Streets Act of 1968 - 42 U.S.C. § 3789d(c)(1);

(4) Title II of the Americans with Disabilities Act - 42 U.S.C. § 12132;

(5) Title IX of the Education Amendments of 1972 - 20 U.S.C. § 1681 (applicable to all funded offices that conduct training);

(6) The Age Discrimination Act of 1975 - 42 U.S.C. § 6101; and,

(7) Equal Treatment for Faith-Based Organizations - 28 C.F.R. Part 38 (prohibits discrimination based on religious affiliation during service delivery).

(b) In the event that a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against a funded office, after a due process hearing, on the ground of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, the funded office must submit a copy of the finding to the Council, the CJCC and the OJP Office of Civil Rights.

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10. Local Victim Assistance Program Funding, a/k/a Five Percent (5%) Funding, Certification & Reporting.

(a) Funded offices must be certified and eligible to receive 5% funds by CJCC. Funded offices that are not certified as of the date that the funded office enters into the memorandum of agreement with Council, the county and the prosecuting attorney, must complete certification requirements prior to drawing down funds.

(b) Funded offices are required by O.C.G.A. § 15-21-132 to submit an annual report to CJCC detailing the receipt and expenditure of 5% funds by January 15 or other deadline established by CJCC of each year. This report must include the total amount of funds received pursuant to this Code section, the purposes for which the funds were expended, and the total number of victims served in each county for which the funds were received. A copy of the annual report shall also be submitted to each county governing authority from which funds were received pursuant to this Code section.

11. Other Required Certifications.

(a) As recipients of federal funds, funded offices are required to verify certain conditions and behaviors by completing certification requirements provided in the common rules for lobbying, drug-free workplaces, and suspension and debarment of the Office of Justice Programs (OJP).

(b) Funded offices must complete and submit OJP Form 4061/6 entitled "Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements" to the Council with the memorandum of agreement.

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12. Political Activity.

(a) The restrictions of the Hatch Act, Pub. L. 93-433, 5 U.S.C. Chapter III, (as amended), concerning the political activity of government employees are applicable to funded office staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by federal grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns except they may not be candidates for office.

(b) If any changes occur in the funded office's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted. Federal funds cannot be used, 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 approval of OJP.

13. Equal Employment Opportunity Plan.

Funded offices must meet the requirements of 28 C.F.R. § 42.301 et seq., Equal Employment Opportunity Plans (EEOP). The plan must cover the grant period specified in the grant application submitted by PACGA, and an EEOP certification form be submitted directly to the Federal Government. If your office needs technical assistance in preparing an Equal Employment Opportunity Plan, please contact the Office of Civil Rights Compliance Specialist, Office of Justice Programs, Washington, D.C., (202) 307-0690.

14. Training of Personnel.

(a) All victim advocate staff must have completed 40 hours of training specific to providing direct victim services either through the Office for Victims of Crime, Victim's Assistance Training Online, the National Organization for Victim's Assistance (NOVA), CJCC, PACGA or any other organization approved by CJCC that provides training specific to serving crime victims. New staff must complete this training within 12 months of the start of employment as a victim advocate.

(b) Each employee providing victim services in a funded office must attend and successfully complete at least eight (8) hours of training in victim assistance annually. As part of this requirement, victim services supervisors and all fully or partially grant-funded staff in a funded office must attend a victims' compensation training approved by CJCC during the grant year. New staff (whether funded by this grant program or not) must complete this training within six (6) months of the start of employment as a victim advocate.

(c) Funded offices understand and agree that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm

(d) The Executive Director may for good cause waive or defer the training requirements provided for in this section unless otherwise prohibited by CJCC or OJP.

15. Allowable Costs and Services.

The following costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office:

(a) Immediate Health and Safety. Those services which respond to the immediate emotional and physical needs (excluding medical care) of crime victims such as:

(1) Crisis intervention;

(2) Accompaniment to hospitals for medical examinations;

(3) Hotline counseling;

(4) Emergency food, clothing, transportation, and shelter (including emergency, short term nursing home shelter for elder abuse victims for whom no other safe, short-term residence is available); and

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(5) Other emergency services that are intended to restore the victim's sense of security. This includes services which offer an immediate measure of safety to crime victims such as boarding-up broken windows, and replacing or repairing locks. Also allowable is emergency legal assistance such as filing restraining orders and obtaining emergency custody/visitation rights when such actions are directly connected to family violence cases and are taken to ensure the health and safety of the victim.

(b) Mental Health Assistance - Those services and activities that assist the primary and secondary victims of crime in understanding the dynamics of victimization and in stabilizing their lives after a victimization such as counseling, group treatment, and therapy. "Therapy" refers to intensive professional psychological/psychiatric treatment for individuals, couples, and family members related to counseling to provide emotional support in crises arising from the occurrence of crime. This includes the evaluation of mental health needs, as well as the actual delivery of psychotherapy.

(c) Assistance with Participation in Criminal Justice and Juvenile Proceedings.

(1) In addition to the cost of emergency legal services noted above, other costs associated with helping victims participate in the criminal justice system also are allowable. These services may include advocacy on behalf of crime victims; accompaniment to criminal justice offices and court; transportation to court; child care or respite care to enable a victim to attend court; notification of victims regarding trial dates, case disposition information, and parole consideration procedures; and assistance with victim impact statements. Projects devoted to restitution advocacy on behalf of specific crime victims must be specifically approved by CJCC.

(2) VOCA funds cannot be used to pay for non-emergency legal representation such as divorces or civil restitution recovery efforts.

(d) Costs Necessary and Essential to Providing Direct Services - This includes prorated costs of rent, utilities (in certain situations, i.e. a shelter), transportation costs for victims to receive services, emergency transportation costs that enable a victim to participate

in the criminal justice system and local travel expenses for service providers.

(e) Special Services - Services to assist crime victims with managing practical problems created by the victimization, such as acting on behalf of the victim with other service providers, creditors, or employers; assisting the victim to recover property that is retained as evidence; assisting in filing for compensation benefits; and, helping to apply for public assistance.

(f) Personnel Costs - Costs that are directly related to providing direct services, such as staff salaries and fringe benefits, including malpractice insurance; the cost of advertising to recruit VOCA-funded personnel; and the cost of training paid and volunteer staff.

16. Other Allowable Costs and Services.

(a) The following other allowable costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office:

(b) The services, activities, and costs listed below are not generally considered direct crime victim services but often are necessary and essential activities to ensure that quality direct services are provided.

(c) Before these costs can be supported with VOCA funds, the funded office must certify to PACGA that they have no other source of support for them; and that only limited amounts of VOCA funds will be used for these purposes.

(d) Items not used exclusively for direct victim services should be pro-rated to include only the portion of the item used for direct service to victims.

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(e) The following list provides examples of such items:

(1) Skills training for staff -

(A) VOCA funds designated for training are to be used exclusively for developing the skills of direct service providers including paid staff and volunteers, so that they are better able to offer quality services to crime victims. An example of skills development is training focused on how to respond to a victim in crisis, and the travel expenses associated with this training,

(B) Reimbursement of expenses for training must meet the Statewide Travel Policy promulgated by the State Accounting Office (SAO) and the Office of Planning and Budget (OPB) pursuant to O.C.G.A. § 50-5B-5 and Chapter 6 of the PAC Rules. Reimbursement rates must follow local or State rates, whichever is lowest.

(C) Reimbursement of expenses for training will only be provided for staff approved in the budget and for volunteers.

(f) Training Materials - VOCA funds can be used to purchase materials such as books, training manuals, and videos for direct service providers within the VOCA-funded organization and can support the costs of a trainer for in-service staff development when the amounts do not exceed federal standards. Staff from other organizations can attend in service training activities that are held for the funded office.

(g) Supplies and Furniture.

(1) VOCA funds may be used to purchase furniture and supplies that provide or enhance direct services to crime victims, as demonstrated by the funded office. VOCA funds cannot support the entire cost of an item that is not used exclusively for victim-related activities. However, VOCA funds can support a pro-rated share of such an item.

(2) Funded offices cannot use VOCA funds to purchase supplies for another organization or individual to perform a victim-related service.

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(3) Examples of allowable costs may include computers, video-tape cameras and players for interviewing children, two-way mirrors, supplies and furniture for shelters, work spaces, victim waiting rooms, and children's play areas. The cost of furniture, supplies such as Braille equipment or TTY/TTD machines for the deaf, or minor building alterations/improvements that make victim services more accessible to persons with disabilities are allowable.

(4) Title to all equipment and/or supplies purchased with federal funds shall vest in the Council and will be assigned for use by the funded office. An inventory of such property must be maintained in accordance with Council Policy 4.8. Such equipment and supplies will be maintained in accordance with Council Policy 4.8 long as the equipment and/or supplies are used for program related purposes. If the funded office ceases to provide victim services, the Council has the right to determine the future use of such property and to reallocate it to another funded office.

(h) Advanced Technologies.

(1) At times, computers may increase an applicant's ability to reach and serve crime victims. For example, automated victim notification systems have dramatically improved the efficiency of victim notification and enhanced victim security.

(2) In making such expenditures, the funded office must describe in the project budget how the computer equipment will enhance services to crime victims; how it will be integrated into and/or enhance the funded office's current system; the cost of installation; the cost of training staff to use the computer equipment; the on-going operational costs, such as maintenance agreements and supplies; and how these additional costs will be supported, as maintenance costs cannot be supported with VOCA funds.

(3) Funding will not be approved for any computer system or software that is not capable of interfacing with the TRACKER case management system operated by PACGA.

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(i) Contracts for Professional Services.

(1) VOCA funds will not be used to support contract services except when it is necessary to contract for specialized services. Examples of these services include:

(A) Assistance in filing restraining orders or establishing emergency custody/visitation rights if the funded office can document to PACGA that the office has a demonstrated history of advocacy on behalf of domestic violence victims;

(B) Emergency psychological or psychiatric services; or

(C) Sign and/or interpretation for the hearing impaired or for crime victims whose primary language is not English.

(2) Applicants are prohibited from using VOCA funds for contracted services which contain administrative, overhead, or other indirect costs included in the hourly or daily rate.

(j) Operating Costs - Examples of allowable operating costs include: supplies; equipment use fees, when supported by usage logs; printing; photocopying, and postage; brochures which describe available services; and books and other victim-related materials. VOCA funds may support administrative time to complete VOCA-required time and attendance sheets and programmatic documentation, reports, and statistics; administrative time to maintain crime victims' records; and the pro-rated share of audit costs.

(k) Supervision of Direct Service Providers - CJCC may provide VOCA funds for supervision of direct service providers when they determine that such supervision is necessary and essential to providing direct services to crime victims. For example, CJCC may determine that using VOCA funds to support a coordinator of volunteers or interns is a cost-effective way of serving more crime victims.

(l) Repair and/or Replacement of Essential Items - VOCA funds may be used for repair or replacement of items that contribute to maintaining a healthy and/or safe environment for crime victims, such as a furnace in a shelter. Funded offices wishing to use VOCA funds for these purposes must demonstrate the following:
(1) That the building is owned by a state or local government and not rented or leased;

(2) All other sources of funding have been exhausted;

(3) There is no available option for providing the service in another location;

(4) That the cost of the repair or replacement is reasonable considering the value of the building; and

(5) The cost of the repair or replacement is pro-rated among all sources of income.

(m) Public Presentations - VOCA funds may be used to support presentations that are made in schools, community centers, or other public forums and designed to identify crime victims and provide or refer them to needed services. Specifically, activities and costs related to such programs including presentation materials, brochures, and newspaper notices can be supported by VOCA funds.

17. Motor Vehicle Operations.

(a) Seat Belt Use. Pursuant to 23 U.S.C. 402 and 403, and 29 U.S.C. 668, funded offices, as a recipient of Federal contracts, subcontracts, and grants, shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and sub-recipients when operating government-owned, rented, or personally owned vehicles.

(b) Text Messaging While Driving. Text messaging while driving is prohibited for all personnel funded by grants administered by the Council pursuant to grants from CJCC. See Council Policy 12.2(6)(f). All funded offices must have a written text messaging while driving policy.

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18. Reporting Fraud or Criminal Activity Involving Grant Funds.

(a) Funded offices agree to promptly refer to the U.S. Department of Justice (DOJ) Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

(b) Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530
e-mail: oig.hotline@usdoj.gov
hotline: (contact information in English and Spanish) (800) 869-4499 hotline fax: (202) 616-9881

(c) Additional information is available from the DOJ OIG website at:

http://www.justice.gov/oig/hotline/

19. Use of psychologists, professional counselors, social workers, and marriage and family therapists.

(a) Funded offices agree to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq).

(b) Funded offices agree to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-39-1, et. seq).

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20. Compliance with Federal Uniform Guidance andAudit Requirements.

(a) Funded offices must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800. Funded offices further understand and agree that funds may be withheld, or other requirements may be imposed, if outstanding audit issues (if any) from C.F.R. Part 200 (and any other audits of OJP grant funds) are not satisfactory and promptly addressed, as further described in the current edition of the OJP Financial Guide.

(b) The Catalog of Federal Domestic Assistance (CFDA) number for this grant program is 16.575

21. Access to Records.

Funded offices will provide the Council, the Office for Victims of Crime, the Office of the Chief Financial Officer (OCFO), CJCC and their representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

22. Records & Reports; Use of TRACKER.

(a) As used in this section:

(1) "TRACKER" means the Tracker Prosecutor Case Management System, a secure, on- line computer case management system operated by the Council;

(2) "VSSR Data" means data that documents the number of new and existing victims served, the demographics of victims, the type of crimes involved and the number and types of services provided to victims by funded offices.

(b) Funded offices shall utilize TRACKER to document the number of new and existing

victims served, the demographics of new victims, and the number and types of services provided victims of crime. Data shall be entered into TRACKER at or near the time services are provided.

(1) Any funded office not on TRACKER on October 1, 2013 shall, as a condition of receiving funds, take all necessary steps to begin using TRACKER by the end of the first quarter.

(2) Funded offices not on TRACKER as of October 1, 2013, must maintain and submit VSSR data to the Council in such form as the Director of the Information Technology Division shall prescribe until such time as TRACKER becomes available for use by that office.

(3) When the Executive Director determines that TRACKER is available for use within a circuit or county, failure to utilize TRACKER may result in withholding of reimbursement of expenditures or void the memorandum of agreement.

(c) Each funded office is responsible for the accuracy of data entered into TRACKER and reported to CJCC.

(1) The victim assistance coordinator in each funded office shall review VSSR data for completeness and accuracy at least monthly.

(2) For offices utilizing TRACKER to manage the preparation and disposition of criminal and civil cases, the victim assistance coordinator is only responsible for the completeness and accuracy of VSSR data related to those cases.

(d) Any unauthorized use of TRACKER may result in the loss of access to the system, termination of employment, or criminal or civil prosecution.

23. Prior Approval Required for Certain Contracts or Subcontracts.

Funded offices cannot use any federal funds, either directly or indirectly, in support of any

contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries without the express prior written approval of CJCC and OJP.

Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	**Victim Services**	**Victims of Crimes Act - Funding Conditions**

24. National Environmental Policy Act.

Funded offices must comply with the National Environmental Policy Act, 83 Stat. 852, 42 U.S.C. § 4321, et seq., and other related federal environmental impact analysis requirements of the funded office engages in one or more of the following activities and the activity needs to be undertaken in order to use grant funds:

(a) New construction

(b) Minor renovation or remodeling of a property that is either:

(1) Listed on or eligible for listing on the National Register of Historic Places; or

(2) Located within a 100-year flood plain.

(c) A renovation, lease, or other proposed use of a building or facility that will either:

(1) Result in a change in its basic prior use; or

(2) Significantly change its size.

(d) Implementation of a new program involving the use of chemicals other than those:

(1) Purchased as an incidental component of a funded office; or

(2) Traditionally used, for example, in office, household, recreational or educational environments.

Special Conditions

2025 VOCA Grant Program Continuation Application

PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA

AW-VOCA-25-071-012

(October 1, 2025 - September 30, 2026)

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2025 award. For more information and resources on the Part 200 Uniform Requirements as they relate to Office of Justice Programs (OJP) subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm

Initials _____

2. Record retention and access: Records pertinent to the award that the subgrantee must retain -- typically for a period of 3 years, or until any state and/or federal initiated audit exceptions have been cleared, whichever is later, from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subgrantee must provide access to, 1) Subgrant award agreement, special conditions and any attachment; 2) any written agreements between subgrantee and consultant/subgrantees; 3) Program files and supporting documents related to this subgrant award agreement; 4) statistical records; 5) administrative operations and accounting/financial records related to this subgrant award agreement; and 6) other pertinent records indicated at 2 C.F.R. 200.333. All the aforementioned records are public records and shall be made available for public inspection in accordance with O.C.G.A. 50-18-71 and 72. Said records are subject to audit by the State of Georgia. Records must be adequately protected against fire, loss, theft, or damage.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP or CJCC that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subgrantee is to contact CJCC promptly for clarification.

Federal laws prohibit grantees and subgrantees of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Initials _____

3. All subgrantees of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Criminal Justice Coordinating Council (CJCC) investigates subgrantees that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, CJCC selects a number of subgrantees each year for compliance reviews, audits that require subgrantees to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Initials _____

4. Federal grant program requirements, the subgrantee must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. 42.106(d), 28 C.F.R. 42.405(c), and 28 C.F.R.42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Initials _____

5. Subgrantee agencies are required to clearly post a non-discrimination policy in accordance with the special conditions. This policy shall be visible to and easily accessed by all staff, board members, and clients. The policy shall also contain information on how to lodge a claim of discrimination against the subgrantee agency.

If a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due

process hearing on the ground of race, religion, national origin, sex or disability, then the subgrantee must submit a copy of the findings to CJCC and to OCR for review (28 C.F.R. 42.205(5) or 31.202(5)).

Initials _____

6. Pursuant to A.G. Order No. 2353-2001 and O.C.G.A.50 - 36 1(d), public or private nonprofit service providers that deliver in-kind (noncash) services necessary to protect life or safety and do not charge for said services based on the clients' income may neither require clients seeking their organization's services to verify their immigration status nor deny services based on the clients' legal status. (Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation (A.G. Order No. 2353-2001 and 66 FR 3613). Agencies providing said services shall establish a policy ensuring all victims have access to services regardless of immigrant status and shall promulgate same with staff and clients seeking services.

Any law enforcement or prosecution subgrantee that provides in-kind (non-cash) services necessary to protect life or safety and does not charge for said services based on the clients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services (Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation (A.G. Order No. 2353-2001 and 66 FR 3613; O.C.G.A 17-5-100(f))).

Initials _____

7. The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm

Initials _____

8. The subgrantee agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm including any updated version that may be posted during the period of performance.

Initials _____

9. The subgrantee agrees to comply with the conditions of the Victims of Crime Act (VOCA) of 1984 sections 1404(a)(2), (b)(1), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2), (b)(1), (b)(2), applicable program guidelines and regulations, and program rules (28 C.F.R. part 94.101(d)), as required.

Initials _____

10. The subgrantee understands and agrees that CJCC may withhold award funds or impose other related requirements if the subgrantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award) or other outstanding issues that arise in connection with audits, investigations, or reviews of other awards. The CFDA number for this grant program is 16.575.

Initials _____

11. If any changes occur in the subgrantee's lobbying status or activities a revised Disclosure of Lobbying Activities Form must be submitted to CJCC. The subgrantee further 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 OJP.

Initials _____

12. The subgrantee may not use federal funds awarded to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities

that otherwise would be barred by law.)

Another federal law generally prohibits federal funds from being to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds would or might fall within the scope of these prohibitions, contact CJCC for guidance.

Initials _____

13. The subgrantee agrees to seek prior approval and comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), meetings, trainings, and other events; including the provision of food and/or beverages at such events, and costs of attendance at such events.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Initials _____

14. The subgrantee must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://www.ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

Initials _____

15. Subgrantees may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—
a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
a. it represents that—
i. (1). it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Initials _____

16. The subgrantee understands that the maximum consultant/contractor rate is $650.00 per eight- hour day ($81.25 per hour) and must provide justification and receive prior approval from CJCC for rates equal to or exceeding the maximum hourly and/or daily rate.

Initials _____

17. Any training or training materials that the subgrantee develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

Initials _____

18. The subgrantee agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by victims receiving assistance.

Initials _____

19. The subgrantee agrees that if it currently has other active awards of federal funds, or receives any other award of federal funds during the period of performance, the subgrantee must promptly determine whether funds from any part of those award funds have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are being provided under this award. If so, the subgrantee will promptly notify the CJCC grant specialist for this award in writing of the potential duplication. In addition, if requested by CJCC, the subgrantee will seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

Initials _____

20. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009) and Georgia Code 40-6-241.2, writing, sending, or reading text-based communication while operating motor vehicle is prohibited. Subgrantees must establish workplace safety policies, adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials _____

21. The subgrantee certifies that federal funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Federal funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review as well as pre- award review, post-award monitoring, and audit. If there is a potential presence of supplanting the subgrantee will be required to document that the reduction in non-federal resources occurred for reasons other than the receipt or anticipated receipt of federal funds.

Initials _____

22. The subgrantee must promptly refer to the CJCC and DOJ OIG any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has either (1) submitted a claim for award funds that violates the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General
U.S. Department of Justice, Investigations Division
ATTN: Grantee Reporting

950 Pennsylvania Avenue, N.W.,
Washington, DC 20530

DOJ OIG hotline fax: (202) 616- 9881 – DOJ OIG Investigations Division (Attn: Grantee Reporting)
OIG webpage: https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online")

Additional information is available from the DOJ OIG website athttps://oig.justice.gov/hotline.

Initials _____

23. The subgrantee understands and agrees that (1) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography and (2) Nothing in the previous subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Initials _____

24. Subgrantee agencies agree to comply with the core services and/or state approved standards applicable to their agency type as outlined in the Request for Applications and the application submitted for the applicable award. Subgrantee agencies are responsible for ensuring that their agency meets the minimum requirements and maintains all documentation applicable to its requirements.

Initials _____

25. The subgrantee agrees to comply with CJCC's Subgrantee Programmatic and Fiscal Compliance Policy. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

Initials _____

26. The subgrantee agrees to have a non-discrimination and grievance policy listed for employees and program participants. The grievance policy will outline a procedure in which clients may formally challenge the availability, timeliness, or quality of program services. CJCC contact information should be included as a part of that policy.

Initials _____

27. Subgrantees providing forensic medical exams should respond based on the following best practice guidance:

1. Delayed reporting pediatric medical exams: Prioritize children who disclose sexual abuse or are suspected of being sexually abused. Timely medical care and treatment for child sexual abuse victims is crucial, regardless of the potential availability of forensic evidence on the child's body or clothing. Ensure that the child is examined, a medical history is taken, related treatment is provided, and examination findings are documented (in accordance with national protocols, state standards, and SART/MDT protocols).
2. Acute pediatric medical exams. Promptly gather forensic samples, as the likelihood of obtaining viable specimens diminishes over time. Collect forensic samples within the prescribed jurisdictional time frame (in accordance with national protocols, state standards, and SART/MDT protocols).
3. Reported adult or acute adolescent exams. Sexual assault exams should be treated as emergency cases, with a nominal response time. Cases should not be delayed as this may result in the loss of critical evidence and inflict additional trauma on survivors of sexual assault (in accordance with national protocols, state standards, and SART/MDT protocols adolescents).
4. Unreported adult or acute adolescent exams: See number 3 above.

Initials _____

28. The subgrantee agrees to obtain prior approval from CJCC to earn or use program income for any VOCA-funded program/project.

Initials _____

29. All nonprofit organizations shall comply fully with the requirements set forth in O.C.G.A. 50-20- 1, et seq. and submit, prior to the drawdown of any funds, completed financial statements (including balance sheet, income statement and statement of cash flows) and salary information for all personnel whether grant funded or not.

Initials _____

30. All non-profit subgrantees under this award must certify their non-profit status by submitting a statement to CJCC affirmatively asserting that the subgrantee is a non-profit organization and indicating that it has on file, and available upon audit, either a 1) copy of the subgrantee's 501(c)(3) designation letter, 2) letter from the state's taxing body or attorney general stating that the subgrantee is a non-profit organization operating within the state, or 3) copy of the subgrantee's state certificate of incorporation that substantiates its non-profit status. Subgrantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3) and a statement by the state or national parent organization indicating that the subgrantee is a local non-profit affiliate.

Initials _____

31. Subgrantees who provide emergency shelter will conduct appropriate screening so as not to discriminate against individuals based on physical or mental disability, including mental health concerns and substance abuse issues, or deny shelter solely upon the presence of these factors, and ensure that reasonable accommodations are documented and made available to those victims.

Initials _____

32. Subgrantees who provide emergency shelter agree that if their agency cannot house a victim they will 1) identify available resources, 2) assist the victim in developing and implementing a feasible plan to access other emergency shelter and/or other services, 3) advocate on behalf of victims to ensure the needed services are obtained, and 4) follow-up to ensure victim has received appropriate services in a timely manner.

Initials _____

33. Subgrantees agree to assist the Criminal Justice Coordinating Council and state-certified shelters with identifying available bed space. If there is an inquiry from the Criminal Justice Coordinating Council and/or other partner agencies regarding available beds, the subgrantee will state if bed space is available.

Initials _____

34. Subgrantee agrees that if a victim is not in their jurisdiction or service area the agency will 1) identify available resources, 2) assist the victim in developing and implementing a feasible plan to access services immediately, if needed, 3) advocate on behalf of victims to ensure the needed services are obtained, and 4) follow-up to ensure victim has received appropriate services in a timely manner. If no services exist in that area or victim requests specific services from subgrantee, the subgrantee agrees to serve the victim.

Initials _____

35. The subgrantee must maintain its certification to receive Local Victim Assistance Add-On Funds (5% Funds). In addition, the subgrantee must submit an annual report to CJCC regarding the receipt and expenditure of these funds per O.C.G.A. 15-21-132.

Initials _____

36. Subgrantee agencies agree to comply with the core services training and continuing education requirements applicable to their agency type as outlined in the state standards, Request for Applications, and the application submitted for the applicable award. Subgrantee agencies are responsible for ensuring that their agency's staff meets the minimum training requirements and continuing education and maintains all applicable documentation (additional online training resources are available at https://www.ovcttac.gov).

Initials _____

37. The subgrantee agrees that all fully or partially grant-funded staff and his/her supervisor must attend a Victim's Compensation 101 training hosted by CJCC. Staff and supervisors must provide a certificate of completion as proof of attendance. Only trainings received since 2017 meet this requirement. CJCC encourages subgrantees to attend a Victim's Compensation 101 training once every two years. Victim's Compensation 101 also may be applied toward training requirements specified by the subgrantee agency's core service requirements.

Initials _____

38. The subgrantee must submit Subgrant Adjustment Request #1 after the agency has been notified the grant is activated. The adjustment request must be accompanied by an accurate detailed project budget in the format requested by Criminal Justice Coordinating Council that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials _____***(SAR #1 not required for PAC-funded offices)***

39. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

Initials _____

40. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports (SER) are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials _____***(quarterly basis for PAC-funded offices)***

41. A subgrantee that has never received a negotiated indirect cost rate from a Federal Agency, may elect to use the “de minimis” indirect cost rate of 15% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the “de minimis” indirect cost rate, the subgrantee must advise CJCC in writing of both its eligibility and its election and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

A subgrantee that has received a negotiated indirect cost rate from a Federal Agency at any time in the past cannot use the “de minimis” indirect cost rate. If the subgrantee cannot use the “de minimis” and wishes to recoup indirect costs, the subgrantee must notify CJCC, in writing, of the current and approved negotiated indirect cost rate from a Federal Agency or negotiate an indirect cost rate with CJCC.

Initials _____

42. Printing materials - The subgrantee agrees to submit all materials to be printed with grant funds to CJCC for approval no later than 30 days prior to sending them to print. CJCC reserves the right to disallow reimbursement for all or part of any proposed publication. All VOCA funded printed materials must contain the following language: “This project is supported by federal award no.15POVC-25-GG-00295-ASSI awarded by the Office for Victims of Crime and administered by the Criminal Justice Coordinating Council. The opinions, findings, conclusions, and recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office for Victims of Crime or the Criminal Justice Coordinating Council.”

Initials _____

43. Under the Government Performance and Results Act (GPRA) and GPRA Modernization Act, subgrantees are required to collect, maintain, and provide data that measure the performance and effectiveness of their grant-funded activities in the time and manner required by CJCC. Accordingly, the subgrantee agrees to submit an annual electronic progress report on program activities and program effectiveness measures.

a. Statistical data describing project performance from programs providing direct victim services must be submitted to CJCC using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 20, April 20, July 20, and October
20. The fourth quarter report, due to CJCC October 20, requires subgrantees to complete the narrative section included with that quarter's statistical report.

b. The annual Outcome Performance Measures (OPM) report describing program outcomes reflecting changes regarding clients as a result of services delivered must be based on surveys administered to individual clients.

Each program should include the appropriate performance measures for their respective program types on their client surveys. Programs are required to follow CJCC's Data Collection Guidelines and report via the online reporting system. Subgrantees are encouraged, but not required, to use the Excel- based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs and outcomes may not match since outcomes are collected from clients after a substantial completion of services. The performance report is due October 30th.

Initials _____

44. If any changes occur in the subgrantee's eligibility status regarding debarment, a revised Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form must be submitted to CJCC.

Initials _____

45. The subgrantee acknowledges that the 20% match contribution of cash and/or in-kind dollars is being waived by CJCC for the FY 2025 grant period.

Initials _____

46. The subgrantee acknowledges that the volunteer match requirement is being waived by CJCC for the FY25 grant period.

Initials _____

47. The subgrantee certifies that 1) equipment and/or supplies purchased with funds under this award shall vest in the agency that purchased the property, 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes, and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, CJCC will be informed of the available equipment and determine its future use to assure it is utilized in the furtherance of the goals and objectives of the grant program and the State of Georgia. Vehicles purchased with federal funds must only be used for approved service delivery including client transport or to provide other client services.

Initials _____

48. The subgrantee agrees to abide by the provisions of the "Crime Victims' Bill of Rights" as stipulated under Georgia law (O.C.G.A. Chapter 17).

Initials _____

49. The subgrantee agrees to notify all victims of the Georgia Crime Victims Compensation Program, to advise victims of their eligibility for benefits, assist them with understanding and completing application forms and procedures, obtaining necessary documentation, checking on their claim status, and/or following up with the Board of Appeals, as applicable.

Initials _____

50. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. 43-10A-1, et seq.). In addition, the subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. 43-39-1, et seq.).

Initials _____

51. Agencies or organizations who hold the Human trafficking Victims Assistance Organization (HTVAO) certification must maintain its status by re-certifying on an annual basis and successfully completing the quarterly programmatic reports provided by the Criminal Justice Coordinating Council.

Initials _____

52. The subgrantee authorizes the Office for Victims of Crime, the Office of the Chief Financial Officer (OCFO), CJCC and its representatives access to and the right to examine all records books, paper, or documents related to the VOCA grant.

Initials _____

53. Subgrantee agencies are subject to regular compliance monitoring activities by CJCC staff. Compliance monitoring activities include risk assessments, site visits, and/or desk reviews of all documentation related to the award. Subgrantee agencies will be scheduled at least once every two years for site visits and desk reviews. The subgrantee agency agrees to comply with all compliance monitoring activities.

Initials _____

54. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by CJCC during and subsequent to the award period.

Initials _____

55. Repeatedly late submission of any reports may result in a temporary freeze or a recommendation to the Council for a reduction to your award. These reports include, but are not limited to, SERs and Progress Reports such as VSSR, OPM, and Annual Local Victim Assistance Add-On Fund (5% Fund) Reports.

Initials _____

56. The subgrantee agrees to execute the agency's award within 45 days of receipt. Subgrantees who do not activate their awards within the specified timeframe may be immediately classified as high-risk agencies. Furthermore, the subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if CJCC determines that the subgrantee is a high-risk agency due to inactivity or results of any other risk assessment performed by CJCC per 28 C.F.R. parts 66, 70.

Initials _____

57. The subgrantee agrees that at least 25% of the awarded funds will be expended by the end of each quarter. If this condition is not met quarterly or adequate justification upon request cannot be provided, CJCC may deobligate the remaining funds from each respective quarter.

Initials _____

58. The subgrantee agrees to comply with the Equal Treatment Regulation (28 C.F.R. part 38) which prohibits subgrantees from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

Initials _____

59. Employment Verification
1. The subgrantee agrees to comply with the following employment eligibility verification for hiring under this award:
a. Properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C 1324a(a)(1) for any position that is or will be funded (in whole or in part) with award funds.
b. Notify all persons associated with the agency that are or will be involved in activities under this award of the award requirements for verification of employment eligibility, and the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
i. this award requirement for verification of employment eligibility, and
ii. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
2. Staff involved in the hiring process
a. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

3. Employment eligibility confirmation with E-Verify
a. Subgrantees may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
b. Pursuant to O.C.G.A. 36-60-6, as amended, all private employer subgrantees shall register with the federal work authorization system, E-Verify, and provide CJCC with its eligibility verification system user number.
4. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
5. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).
6. Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Initials _____

60. The subgrantee agrees to submit an updated Board listing along with all board meeting minutes recorded which took place during the expenditure period. Board meeting minutes submitted should coincide with the timing of SER submissions. The subgrantee agrees to provide a schedule of board meetings for the grant year inclusive of each meeting’s date, time, and location. An updated Board listing should be submitted anytime there is a change.

Initials _____

61. The subgrantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Initials _____

62. The subgrantee must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or
(2) uses or operates a "Federal information system" (OMB Circular A-130). The subgrantee’s breach procedures must include a requirement to report actual or imminent breach of PII to an CJCC staff member no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Initials _____

63. The subgrantee is required to be familiar with and comply with all relevant federal civil rights requirements, and to that end are required to participate in the designated training once per grant period (annually). Information on the required annual OJP Civil Rights trainings can be found at https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm .

Initials _____

64. The subgrantee must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm

Initials _____

65. The subgrantee must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the subgrantee or individuals defined (for purposes of this condition) as "employees" of the subgrantee.

The details of the subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct- Trafficking.htm

Initials _____

66. The subgrantee is required to comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm

Initials _____

67. The subgrantee must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Initials _____

68. The subgrantee must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subgrantees that are faith-based or religious organizations.

In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Initials _____

69. The subgrantee must make determinations of suitability before certain individuals may interact with participating minors. This condition applies if the purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact- Minors.htm

Initials _____

70. Unreasonable restrictions on competition under the award; association with federal government

1. SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, by the subgrantee, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).
2. No discrimination, in procurement transactions, against associates of the federalgovernment
a. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement

transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate),
except as expressly set out in 2 C.F.R.200.319(a) or as specifically authorized by USDOJ.
3. Rules of construction
a. The term "associate of the federal government" means any person or entityengaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), subgrantee, agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
b. Nothing in this condition shall be understood to authorize or require any subgrantee or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Initials _____

71. Subgrantees awarded funds to support services within Family Justice Center models must ensure that funds are utilized to support the approved project.

Initials _____

72. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov. In addition, subgrantees that provide hotline services will provide documentation of a contract for 24-hour language interpretation services for callers who do not speak English Subgrantees that provide hotline services will ensure that its TTY machine is operable at all times and that all staff, volunteers and interns who answer the hotline receive training and ongoing review of TTY answering procedures.
In addition, subgrantees agree to take reasonable steps to provide meaningful access to their programs and activities that are free or reduced cost through the Find Help Georgia virtual community resource hub platform. Reasonable steps will include staff attending a virtual 2-hour workshop that equips staff to claim and update its agency’s program listings, designating a staff member to become a Find Help Certified Navigator, and adding the Find Help Georgia link to their agency website to improve client access to community resources.

Initials_____

73. Georgia is pleased to announce the launch of Victim Information and Notification Everyday (VINE®) and the Georgia VINE Service Provider Directory. As a VOCA recipient, the organization must complete the online application to be included in the directory. The online application can be found at https://info.vinelink.com/Georgia-vine. Please read the following criteria and guidelines before submitting your agency’s information for review: The agency/organization must provide services in Georgia, regardless of where the agency is located. Services include emergency support, basic needs, counseling, healthcare, legal/financial support, and children’s services. Agencies/organizations will be responsible for updating and maintaining their own information. Failure to update annually will be grounds for removal from the directory. Information is reviewed

and approved by your Georgia VINE Team for accuracy before being loaded into the directory. Georgia VINE reserves the right to include or exclude any agency or organization at its discretion.

Initials _____

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Grantee.

Authorized Official Signature: _____ Date: _____

Authorized Official Printed Name: _____ Title: _____

District Attorney or Solicitor General Signature: _____ Date: _____

District Attorney or Solicitor General Printed Name: _____ Title: _____

Additional Requirements

1. The Funded Office agrees to comply with all forms, assurances, and certifications related to the VOCA Request for Applications. This includes maintaining a Unique Entity Identifier (UEI), EIN, and active registration with the System for Award Management (SAM).
   The County's UEI # is _____
   Initials:_____

2. The Funded Office understands and agrees that all grant-funded staff including volunteers and those staff that provide a cash match are required to keep timesheets. Detailed directions on the proper completion of timesheets can be found on the PAC website at: https://pacga.org/wp-content/uploads/2019/07/VOCA-Timesheets-1.pdf.
   Initials:_____

3. The Funded Office understands and agrees that active investigation and prosecution of criminal activities are expressly unallowable costs. No VOCA funds may be used to pay salaries, benefits or other costs associated with active investigation and prosecution of criminal activities except for the provision of victim assistance services to crime victims during such investigation and prosecution.
   Initials:_____

4. The Funded Office agrees to establish and enforce an Internet Security Policy when participants, volunteers, and/or staff have access (supervised or unsupervised) to protect the confidentiality, integrity, and availability of data while preventing malicious and other security threats. This includes any technology provided by CJCC funding and technology utilized by participants during a CJCC funded program component.
   Initials:_____

5. The Funded Office understands and agrees that funds under this award are to be used for Personnel only.
   Initials:_____

CERTIFICATE OF NON-SUPPLANTING

Federal law requires that grant funds received by the Department of Justice, not be used to supplant or replace funds that would normally be available or appropriated for the same purpose. As the subgrantee and administrator of VOCA funds on behalf of the district attorneys and solicitors-general, PACGA is obligated to ensure that prosecutors' offices do not violate these non-supplanting requirements. This certificate of non-supplanting is to be signed by the recipient Victim-Witness Program's District Attorney or Solicitor General. Although the Prosecuting Attorneys' Council of Georgia may provide guidance on VOCA budgets, and the Criminal Coordinating Council of Georgia may approve VOCA budgets, it is contingent upon the VWAP program receiving federal funds to certify non-supplanting of local funds.

Supplanting Definition: Supplanting is considered the reduction of state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. In those instances where a question of supplanting arises, the sub-grantee or grantee may be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

CERTIFICATION

The recipient certifies that any funds awarded through the Victims of Crime Act (VOCA) will be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated or allocated for the purpose of providing services to victims of crime. The recipient understands that supplanting violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant and civil and/or criminal penalties.

Authorized Official Signature	Date
Authorized Official Printed Name	Title
District Attorney or Solicitor General Signature	Date
District Attorney or Solicitor General Printed Name	Title

DESIGNATION OF GRANT OFFICIALS - INSTRUCTIONS

On the following page, fill in the name, title, address, and phone number for the project director, the financial officer, and the authorized for the grant. No two officials can be the same person.

A. Project Director
This official must be an employee of the applicant agency or from a contractor organization, at the applicant's option, who will be directly responsible for operation of the project.

B. Financial Officer
This person must be the chief financial officer of the applicant agency such as the county auditor, city treasurer/controller, or the board treasurer.

C. Authorized Official
This person is the official who is authorized to apply for, accept, decline, or cancel the grant for the applicant agency. This must be the executive director of a state agency, chairperson of the county Board of Commissioners, city mayor, chairperson of the city council, or the chairman/president of the board of directors. All correspondence regarding the grant activation must be signed by the authorized official. Once an allocation has been made, the authorized official may designate someone to sign this documentation by submitting a letter on agency letterhead to PAC.

DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY: _____

PROJECT TITLE: _____

GRANT NUMBER: _____

☐ Mr.
☐ Ms.

PROJECT DIRECTOR NAME (Type or Print)

Title and Agency

Official Agency Mailing Address City Zip

Daytime Telephone Number Fax Number

E-Mail Address

☐ Mr.
☐ Ms.

FINANCIAL OFFICER (Type or Print)

Title and Agency

Official Agency Mailing Address City Zip

Daytime Telephone Number Fax Number

E-Mail Address

☐ Mr.
☐ Ms.

Authorized Official (Type or Print)

Title and Agency

Official Agency Mailing Address City Zip

Daytime Telephone Number Fax Number

E-Mail Address

Prosecuting Attorneys' Council of Georgia
VOCA Reimbursement Information Form

AGENCY NAME: _____

AGENCY TIN: _____

Electronic Funds Transfer Reimbursements are required to be made by ACH.

Please provide details for the account to which funds should be deposited. **For reimbursements to be deposited into an account other than the county –e.g. DA's Operating Account, etc.—the County Commission must sign below or submit a letter authorizing such deposits.**

Bank Name: _____

Bank Routing Number: _____

Bank Account Number: _____

Agency Contact Name: _____

Agency Contact Telephone Number: _____

Agency Authorized Official Name and Title: _____

Agency Authorized Official Signature: _____

STATE ACCOUNTING OFFICE

SUPPLIER CHANGE REQUEST FORM

Agency Supplier Liaisons MUST complete the Agency Liaison Use Only sections AND ensure the supplier has completed sections 1 - 3, the Supplier Use Only sections prior to submitting this form to SAO.

☐ NEW ☐ EXISTING SUPPLIER ID NUMBER: Agency Use Only 0 0 0 0 ☐☐☐☐☐☐

SECTION 1 SUPPLIER IDENTIFICATION

FEI/SSN/TIN ☐☐☐☐☐☐☐☐☐

Supplier Name as listed with IRS:

Doing Business As (dba): if applicable

CONTACT INFORMATION (*REQUIRED) Enter the street address, city, state, zip, and county)

☐ *Physical Address:

☐ Mailing Address:

☐ Payment Remit to Address:

Contact's Name (REQUIRED FOR PAYMENT): Contact's Title:

*Contact's Email Address:

Primary Phone #: Ext: Contact's Phone #: Ext:

☐ Landline ☐ Cell Used for Identity Verification ☐ Landline ☐ Cell Used for Identity Verification

Driver's License #: For individuals only DL State:

SECTION 2 BANK ACC OUNT INFORMATION Required for New and Reactivating suppliers to add/change bank information to receive payments via ACH.

☐ I do not wish to provide banking information and understand all payments made to me will be via check.

☐ ACH is not applicable for the change request

☐ Replace Remittance Address at Loc # With Addr ID #

☐ Replace Invoicing Address at Loc # With Addr ID #

☐ Add New Bank Account ☐ Change Bank Account Enter Loc # Agency Liaisons are required to complete items on this line for bank changes

Name Exactly as Listed on Bank Account:

Bank Name:

ROUTING # ☐☐☐☐☐☐☐☐☐ NEW ACCOUNT #

Last Four Digits of Previous Bank Account # For changes only ☐☐☐☐

☐ Check here if General Bank Account can be used by ALL State of Georgia agencies making payments.

☐ Check here if this account can only be used for a SPECIFIC PURPOSE

SPECIFIC PURPOSE DESCRIPTION

ACCOUNTS RECEIVABLE NOTIFICATION

PAYMENT REMIT EMAIL ADDRESS:

PAYMENT REMIT EMAIL ADDRESS:

I authorize the State of Georgia to deposit payment for goods and/or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named below. It is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information. The State of Georgia independently authenticates bank account ownership.

Printed Name of Company Officer | Signature of Company Officer | Date

SECTION 3 DIVERSITY IDENTIFICATION (Check ALL That Apply)

BUSINESS CERTIFICATIONS

- ☐ GA Small Business*
- ☐ GA Resident Business**
- ☐ Not Applicable
- ☐ Women Owned
- ☐ Minority Business Certified

MINORITY BUSINESS ENTERPRISE (51% ownership)

- ☐ Hispanic – Latino
- ☐ Native American
- ☐ Pacific Islander
- ☐ African American
- ☐ Asian American
- ☐ Not Applicable
- ☐ Prefer Not to Answer

VETERANS OWNED SMALL BUSINESS (Check ALL That Apply)

☐ Nonveteran Owned Small Business ☐ Veteran-owned Small Business ☐ Service Disabled VOSB ☐ Prefer Not to Disclose

*Based on Georgia law (OCGA 50-5-21) (3) "**Small Business** " means any business which is independently owned and operated. Additionally, such business must either have 300 or less employees OR $30 million or less in gross receipts per year.

Georgia resident business is defined as any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.

SECTION 4 – REQUESTED CHANGE(S) – (Check ALL That Apply)

☐ **1099 Eligible** Cannot change to non-eligible if supplier is already 1099 eligible

- ☐ **1099 Addr ID #** Agency Liaisons are REQUIRED to enter the AddrID # where to mail 1099 ☐
- ☐ **1099 – M Enter Code (Required for Form 1099 – M)**
- ☐ **1099 – N** Code 01 (01 is the only code available for the 1099 – NEC)

☐ **Add Additional Address** (Enter additional address in Section 1)

☐ **Change/Correct Existing Address** **Enter Addr ID # to change** ☐

☐ **Add/Change Payment Alt Name to an existing or new address**

Payment Alt Name: ☐

☐ **Classification Change:** (Agency Liaisons are required to check one for Classification Changes.)

- ☐ **Attorney**
- ☐ **Gov Non-State of GA**
- ☐ **HCM**
- ☐ **Non-Supplier**
- ☐ **Student**
- ☐ **Supplier Minority**
- ☐ **Supplier Non-minority**

☐ **FEI/TIN Change**

☐ **Statewide Contract** (DOAS Use Only)

☐ **HCM Vendor**

☐ **Deactivate Supplier Profile** (Agency Liaison MUST attach written justification from the supplier with the SCR.)

☐ **Reactivate Supplier Profile**

☐ **Supplier Name Change**

☐ **Other** (Provided details in the Comments section below)

Comments

☐

AGENCY USE ONLY SECTION 5: AGENCY LIAISON CERTIFICATION (REQUIRED)

By my signature below, I certify that all reasonable effort has been made to submit information that is complete, accurate, true, and is associated with the supplier's name and Tax ID listed above.

☐			
AGENCY LIAISON NAME	**AGENCY LIAISON SIGNATURE**	**DATE**	**BU/Company ID#**

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ **Prime** ☐ **Subawardee** Tier _____, *if known*: **Congressional District**, *if known*:	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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 (0348-0046), Washington, DC 20503.

OMB APPROVAL NO. 1121-140
EXPIRES 5/31/2019

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

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

2. It 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.

3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131- 34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for FaithBased and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

7. If a governmental entity–

a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.§ 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b) it will comply with requirements of 5 U.S.C.§§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

_____ _____

Signature Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) 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 Justice 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 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, 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 of Lobbying Activities," 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 (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, 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 judgment 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 (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (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 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

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 convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. 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)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

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: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

*U.S. Government Printing Office: 1996 - 405-037/40014

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

BRIAN P. KEMP
GOVERNOR

JAY NEAL
DIRECTOR

Audit Requirements

State and local governments are governed by the Single Audit Act of 1984 and OMB Circular A-133, as amended, which is effective regarding audits beginning July 1, 1996 and thereafter. The type of audit required under the Circular is dependent upon the amount of total Federal funds expended in the sub-recipient's fiscal year.

State or local governments and non-profit organizations that expend $1,000,000 or more a year in Federal funds shall have an audit made in accordance with the Single Audit Act of 1984 and OMB Circular A-133, as amended. This audit report is due in the State Administering Agency's office not later than nine (9) months after the end of the sub-recipient's fiscal year.

State or local Governments that expend less than $1,000,000 in federal funds yearly shall be exempt from compliance with the Single Audit Act and other Federal audit requirements

[*Note: This does not exempt you from the requirement to maintain, produce, and report financial and other records and documentation relative to the expenditure of these grant funds upon request of the State or Federal Agency administering this program]*

Please provide the following information:

Period of Fiscal Year: _____

Date of Last Audit: _____

Date of Next Audit: _____

Anticipated Date of Next Scheduled Audit Will Be Forward to the Council: _____

[*Note: If the total amount of your agency's federal funds expenditures (including this grant) does not equal or exceed $1,000,000 you may write "Not Applicable" in this space.]*

Suitability for Covered Individuals Who May Interact with Participating Minors.

The Award Condition: Determination of Suitability for Covered Individuals Who May Interact with Participating Minors was incorporated into Department of Justice awards starting in federal fiscal year 2019. If the award condition applies to a subaward, the subrecipient must make a determination of suitability before certain individuals may interact with participating minors. Details of this requirement are posted on the Office of Justice Programs website at https://www.ojp.gov/funding/explore/interact-minors

Name of Organization:
Name of Individual Filling Out Form:

1. APPLICABILITY	YES	NO	NOT APPLICABLE
Is a purpose of some or all the activities to be carried out under the subaward to benefit individuals under 18 years of age?	☐	☐	☐
2. SUBRECIPIENT POLICIES AND PROCEDURES			
2a. Does the subrecipient have written policies that implement this subaward condition?	☐	☐	☐
2b. Do the policies and procedures include each of the following subaward conditions?	☐	☐	☐
➢ A name-based search of the required public sex offender and child abuse registries;	☐	☐	☐
➢ A fingerprint-based search of the required criminal history registries (or similar repositories), covering at least five calendar years preceding the date of the search using current and previous names and aliases);	☐	☐	☐
➢ All searches cover jurisdictions in which covered individuals lived, worked, or went to school during the past five years and win which they are expected to, or are reasonably likely to, interact with participating minors;	☐	☐	☐
➢ Determinations are made prior to a covered individual interacting with participating minors in the course of activities under the subaward; and	☐	☐	☐
➢ Determinations are made within 6 months of completion of the required searches listed in the subaward condition, examined upon learning information that reasonably may suggest unsuitability, and renewed at least every 5 years.	☐	☐	☐

➢ A determination of suitability is prohibited if the covered individual:
- Withholds consent to a required criminal history search;
- Knowingly makes a false statement that affects, or is intended to affect, any required search;
- Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
- To the knowledge of the subrecipient, has been convicted --- whether as a felony or misdemeanor --- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law): (1) sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense; (2) rape/sexual assault, including conspiracy to commit rape/sexual assault: (3) sexual exploitation, such as through child pornography or sex trafficking; (4) kidnapping; (5) voyeurism; and/or
  - Is determined by a federal, state, tribal, or local government agency not to be suitable.

3. SUBRECIPIENT PRACTICES	
If the subrecipient does not have written policies or procedures, please describe the practices in making determinations of suitability to interact with minors. Do these practices meet the required elements in question 2b? Yes ☐ No ☐	Click here to enter text.

4. AVAILABILITY OF FINGERPRINT-BASED SEARCHES			
If a fingerprint-based search of criminal history registries is not legally allowable, has the subrecipient documented the legal prohibition?	Yes ☐	No ☐	N/A ☐

5. COVERED INDIVIDUALS

Please provide a list of the individuals who work with minors in your program that must be covered by these clearances. Please provide documentation that you have written determination of their suitability to interact with minors. Please do not include documents that include personally identifiable information beyond the name of the covered individual, the results of required searches, or explanations for unsuitability. Please redact documents as needed.

FULL NAME	POSITION/ROLE	Determination of Suitability Format (e.g. email, form etc.)
1.		
2.		
3.		
4.		
5.		
6.		

5a. Were selected determinations made withing 6 months of the required searches, and renewed every 5 years, if applicable? Please provide the dates of the searches here:	Yes ☐	No ☐	N/A ☐
5b. Has the subrecipient re-examined determinations upon learning of information that reasonably may suggest unsuitability and, if appropriate, modified or withdrawn those determinations? Please be prepared to provide documentation of these re-examinations.	Yes ☐	No ☐	N/A ☐

6. PASS THROUGH ADMINISTRATION			
6a. Did the subrecipient pass the award condition to its subrecipients?	Yes ☐	No ☐	N/A ☐
6b. Did the subrecipient monitor award condition compliance by its subrecipients?	Yes ☐	No ☐	N/A ☐

VOCA At-A-Glance: Reporting Requirements & Deadlines

Federal Fiscal Year 2025-2026

I. Activation Packages

Deadline: **February 6, 2026**
Submit: Refer to the Grant Activation Checklist to ensure proper submission

II. Subgrantee Expenditure Reporting Form (SER)

Deadlines: SER #1 January 15, 2026 (for the period covering Oct. 1 – Dec. 31, 2025)
SER #2 April 15, 2026 (for the period covering Jan. 1 – March 31, 2026)
SER #3 July 15, 2026 (for the period covering April 1 – June 30, 2026)
SER #4 October 15, 2026 (for the period covering July 1 – Sept. 30, 2026)

Submit: By email to sleonides@pacga.org.
Include SER form in Excel format, SER Authorization Form, and receipts to support any expenditure outside of the PERSONNEL category.

III. Victims Services Statistical Report (VSSR)

Deadlines: VSSR #1 January 15, 2026 (for the period covering Oct. 1 – Dec. 31, 2025)
VSSR #2 April 15, 2026 (for the period covering Jan. 1 – March 31, 2026)
VSSR #3 July 15, 2026 (for the period covering April 1 – June 30, 2026)
VSSR #4 October 15, 2026 (for the period covering July 1 – Sept. 30, 2026)

Submit: **Via TRACKER**
***NOTE** Quarter 4 submissions include narrative questions that may require submission of additional documentation. Additional documentation in support of Quarter 4 submissions should be submitted via email to sleonides@pacga.org.*

IV. Subgrantee Adjustment Request (SAR)

Deadlines: Within 14 days of the effective date of any change to your grant.

Submit: By email to sleonides@pacga.org.
Include: SAR form, revised budget, and supporting documentation (e.g. salary authorization forms, job descriptions). MAJOR changes (i.e. reallocating funds between categories) are not permitted in the last 60 days of the grant and must be submitted by July 15, 2026. MINOR changes (e.g. filling vacancies, issuing raises) may be submitted up until the SER #4 deadline

V. 5% Reports (Annual Report and Re-certification)

Deadlines: Annual Report due in Spring 2026. Deadlines set by CJCC.
Annual reporting is annually. Re-certification is every two years (even number years).

Submit: Via CJCC portal. User IDs and Passwords will be sent to your office by CJCC.

VI. Outcome Performance Measurement Surveys (OPMs)

Deadlines: October 31, 2026 (for the period covering October 1, 2025 to September 30, 2026)

Submit: Via the CJCC portal. User IDs and Passwords will be sent to your office in advance of the deadline**.**
Note: *Besides 5%, this is the* ***ONLY*** *report submitted directly to CJCC.*

VII. Volunteer Waiver Forms/Volunteer Affidavits (ONLY if required by CJCC)

Deadlines: October 15, 2026
Required if your office has not used volunteers in any capacity during the grant year

Submit: By email to sleonides@pacga.org along with SER #4

VIII. Training Requirements

All staff who appear on VOCA budgets must meet the following training requirements:

- OVC VAT Online (All VOCA-funded and VOCA-match advocates must earn 40-hours of basic training within the first 12 months of employment. While other courses qualify, the VAT Online is free and can be completed at your convenience)
- Obtain 8-hours of training focused on victim services EACH GRANT YEAR
- Find Help Georgia (VOCA funded advocates should attend a 2-hour virtual workshop)
- CJCC Victims Comp 101 (Required EVERY TWO YEARS for all VOCA-funded and VOCA-match staff and their supervisor)
- Advanced Victims Comp (Required for all designated COMP advocates and their supervisor upon completion of Victims Comp 101)

For more details or information on the training requirements and resources visit https://pacga.org/about-pacga/departments/victims-advocacy/voca-support-for-prosecutors-offices/voca-training-resources/

COUNTY AGENDA REQUEST

Department:	EMD / Water System	Presenter(s):	Bryan Keller, Director
Meeting Date:	Thursday, January 22, 2026	Type of Request:	Consent #25

Wording for the Agenda:

Approval to proceed with implementation of the top priority tasks outlined in the Starr's Mill Educational Facility Master Concept Plan related to 2023 SPLOST R23AE.

Background/History/Details:

The Starr's Mill Educational Facility was approved as part of the 2023 SPLOST, with an initial budget of $1Million for parking improvements, public restrooms, the purchase of land and a building, and other enhancements and upgrades. The BOC approved a reallocation of SPLOST funds on June 13, 2024, which allocated an additional $500k to the project, totaling $1.5Million.

The land and building adjacent to the County-owned Starr's Mill property were purchased in June 2025. Arcadis, the Water System's Engineer of Record (EOR), worked closely with a multidisciplinary group of County staff during a three-day design workshop held in September 2025 to develop and refine a master concept plan. The draft concept plan was was first presented to the Recreation Committee on October 14, 2025 meeting and subsequently presented to the public to gather feedback and public input on October 29, 2025 and December 8, 2025.

The proposed plan outlines a comprehensive vision for the facility's future and was developed to provide a strategic framework for guiding future improvements. This initiative aims to enhance educational opportunities, preserve the site's historical and environmental significance, and support community engagement through improved facilities and resources.

What action are you seeking from the Board of Commissioners?

Approval to proceed with implementation of the top priority tasks outlined in the Starr's Mill Educational Facility Master Concept Plan related to 2023 SPLOST R23AE.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	Yes	Backup Provided with Request?	Yes

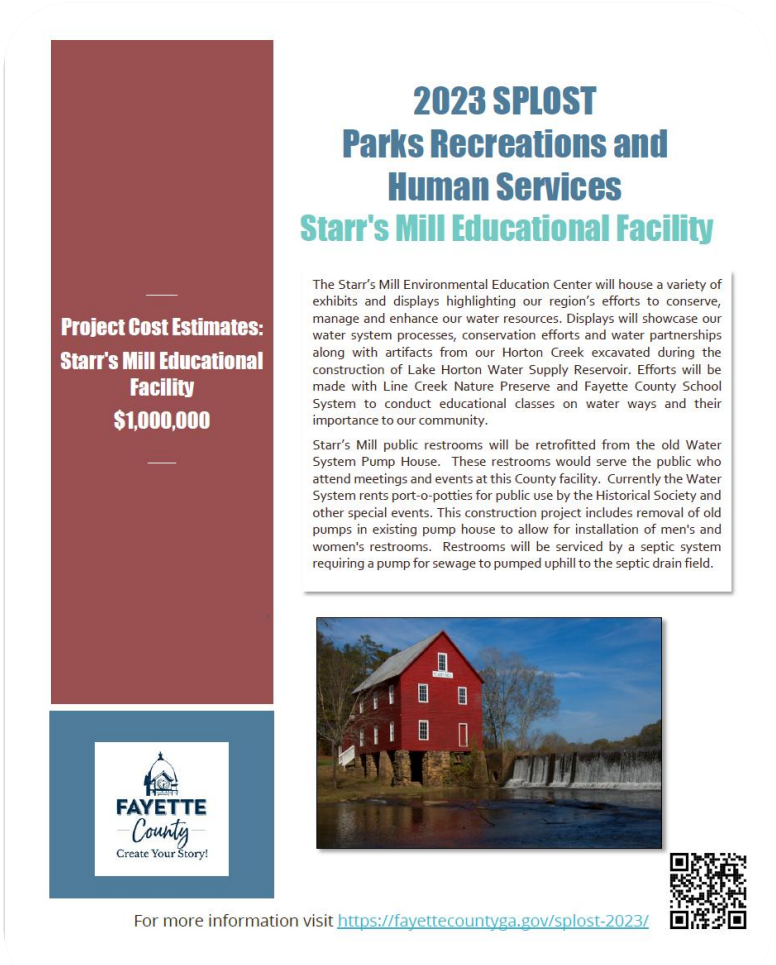
**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Yes	Reviewed by Legal	No
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

STARR'S MILL EDUCATION FACILITY

2023 SPLOST
Capital Project

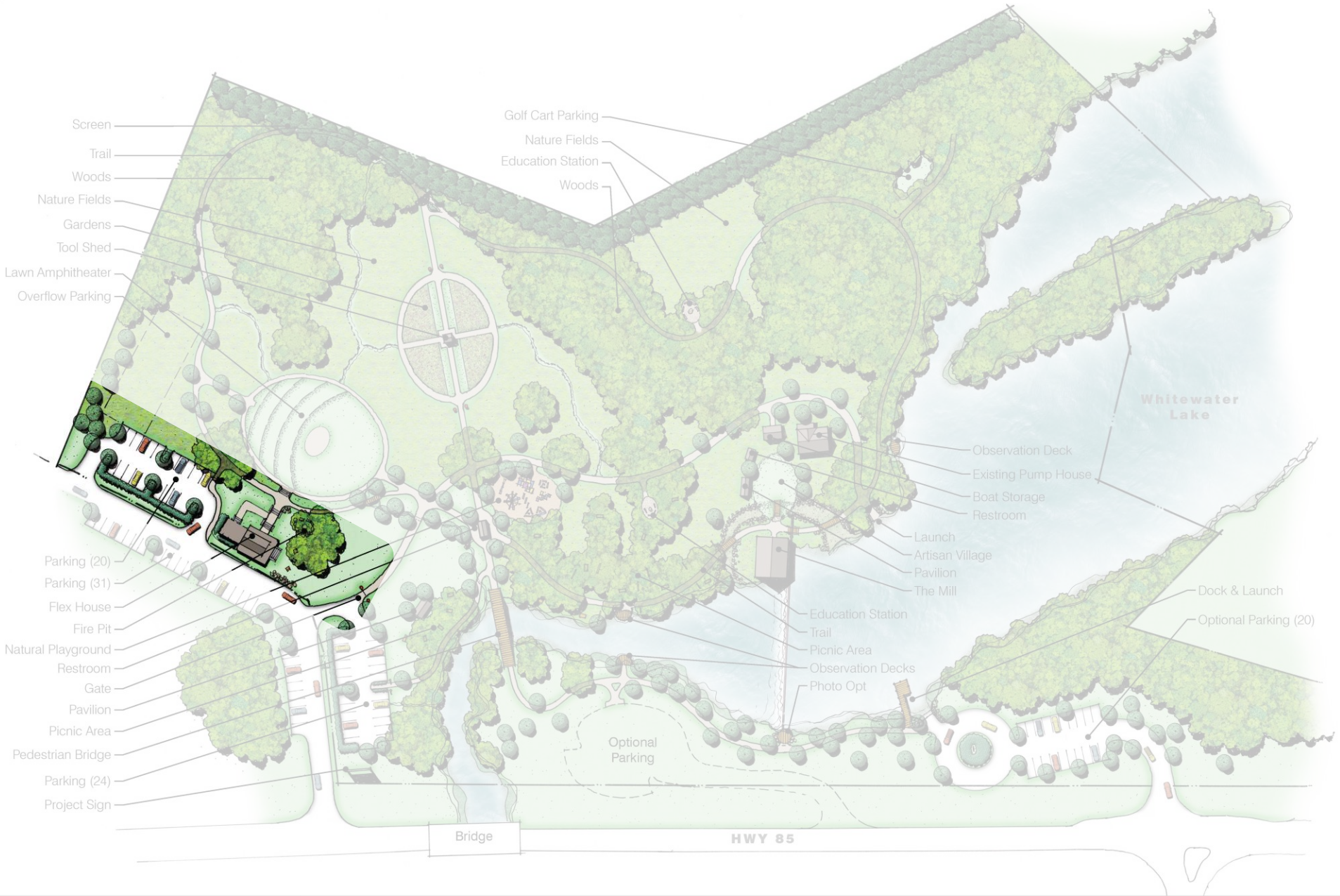


2025 Project Progress

- Acquired land adjacent to Starr's Mill
- Contracted with Arcadis to provide master plan
- Total Project Amount Realigned to $1.5 million
  - Remain Budget: $675,000
- 2 Public Information and Opens Houses

Public Information and Open Houses

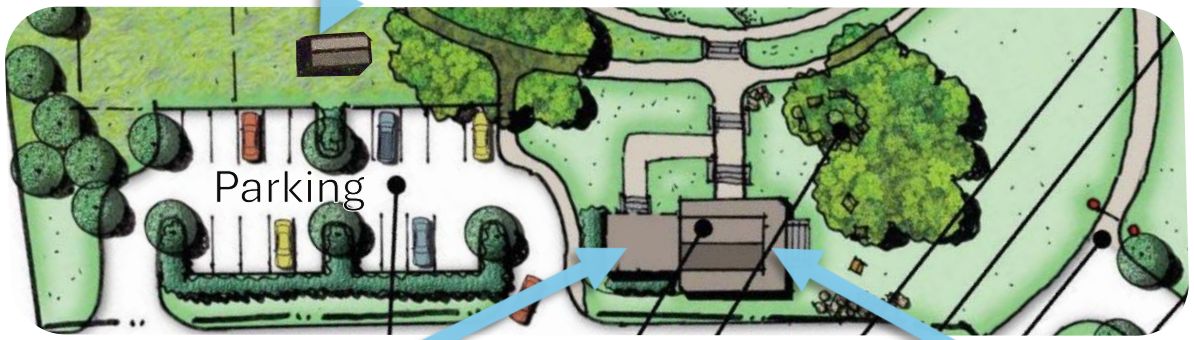
- October 29th, 2025
  - Board of Commissioners Public Meeting Room
    - 15 attended
      - Interested Citizens
      - Relatives of last operator of the mill
    - Overall well received
- December 8th, 2025
  - Starrs Mill Education Facility
    - 23 attended including:
      - Adjacent Property owners
      - Historical Society Members
      - Relatives of former mill owners
    - Overall well received


Screen
Trail
Woods
Nature Fields
Gardens
Tool Shed
Lawn Amphitheater
Overflow Parking
Golf Cart Parking
Nature Fields
Education Station
Woods
Whitewater Lake
Observation Deck
Existing Pump House
Boat Storage
Restroom
Launch
Artisan Village
Pavilion
The Mill
Education Station
Trail
Picnic Area
Observation Decks
Photo Opt
Dock & Launch
Optional Parking (20)
Parking (20)
Parking (31)
Flex House
Fire Pit
Natural Playground
Restroom
Gate
Pavilion
Picnic Area
Pedestrian Bridge
Parking (24)
Project Sign
Optional Parking
Bridge
HWY 85

Top Priorities (listed in SPLOST)

- Education Facility
  - Upgrade Existing Building
    - Interior Upgrades/Code Compliance
    - Outdoor Classroom/Pergola
    - Education Signage
- Parking
  - ADA Accessible
    - Adjacent to Education Facility
- Restrooms
  - Designed to Complement Rural and Historic Character of Starr's Mill
- Trails/Path (including connection to SPLOST trail)

Restrooms



Education Facility

Next Priorities

- Additional
  - Parking
  - Trails
  - Restrooms
- Playground
- Outdoor Education Amphitheater
- Spillway Improvements
- Stream Stabilization

Long-Term Considerations

- Parking
  - HWY 85 at new traffic signal
- Boat Launch
- Pedestrian Bridge
- Garden Area
- Mill Improvements
- Others

BOARD OF COUNTY COMMISSIONERS
Lee Hearn, Chairman
Edward Gibbons, Vice Chairman
Eric K. Maxwell
Charles D. Rousseau
Charles W. Oddo

FAYETTE COUNTY, GEORGIA
Steve Rapson, County Administrator
Dennis A. Davenport, County Attorney
Tameca P. Smith, County Clerk
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

MINUTES

January 8, 2026
5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 5:00 p.m.

ORGANIZATIONAL SESSION:

Call to Order by County Attorney Dennis Davenport

County Attorney Dennis Davenport called the January 8, 2026, Board of Commissioners meeting to order. He stated that in accordance with Section 252 of the Fayette County Code of Ordinance, he had the duty and responsibility to open the first meeting of the year.

Election of Board Chairman for the year 2026

Mr. Davenport outlined the process for election of the Chair of the Board of Commissioners. He opened the floor for nominations:

Commissioner Edward Gibbons nominated Commissioner Lee Hearn as Chairman.

Commissioner Eric Maxwell moved to close the nominations for Chair. Commissioner Gibbons seconded. The motion passed 5-0.

Commissioner Gibbons moved to elect Lee Hearn as Chairman. Commissioner Maxwell seconded. The motion passed 5-0.

Mr. Davenport turned the meeting over to Chairman Hearn.

Election of Board Vice Chairman for the year 2026

Commissioner Hearn opened the floor for nominations for Vice Chairman.

Commissioner Maxwell nominated Edward Gibbons as Vice Chair.

Commissioner Maxwell moved to close the nominations for Vice Chair. Chairman Hearn seconded. The motion passed 5-0.

Chairman Hearn moved to elect Edward Gibbons as Vice Chairman. Commissioner Maxwell seconded. The motion passed 5-0.

OFFICIAL SESSION:

Invocation and Pledge of Allegiance by Commissioner Eric Maxwell

Commissioner Maxwell acknowledged the recent passing of former Chief Information Officer Phil Frieder, noting his intellect and emphatic personality. Commissioner Maxwell extended his thoughts to Mr. Frieder's family and asked to take a moment of silence in his honor. Commissioner Maxwell gave the Invocation and led the audience in the Pledge of Allegiance.

Acceptance of Agenda
Vice Chairman Gibbons moved to approve the agenda as written. Commissioner Maxwell seconded. The motion passed 5-0.

PROCLAMATION/RECOGNITION:

1. **Recognition of the Fayette County Annual Merry Wreath Decorating Contest winners.**

County Administrator Steve Rapson recognized the winners of the Merry Wreath Decorating Contest.
Third Place - Finance; Second Place – Building Safety; First Place – Assessor's Office

PUBLIC HEARING:
PUBLIC COMMENT:
Ms. Williams of Fayetteville expressed her concerned with consent items 2- 4, regarding the check authorization amount increase noting these were tax payer funds and the need for transparency.

Mr. Rapson explained what this change consisted of outlining the checks and balances in place ensuring fiduciary responsibility.

CONSENT AGENDA:

Vice Chairman Gibbons moved to approve the Consent Agenda expect item #8. Commissioner Oddo seconded. The motion passed 5-0.

2. **Approval of authorization for the Chairman, Vice Chairman and County Administrator, in any combination of two, to sign checks, and to increase the check amount requiring second signature from $5,000 and higher to $20,000 and higher.**

3. **Approval of authorization to sign checks for transactions in the amount of $19,999.99 or less: Chairman, Vice Chairman, County Administrator.**

4. **Approval of the Chairman, Vice Chairman, and the County Administrator to execute contracts, resolutions, agreements, or other documents approved by and on behalf of the Board of Commissioners.**

5. **Approval to accept a State funded supplemental grant award for the DUI Accountability Court in the amount of $8,400 with a match of $1,260 for enhancement and innovation of treatment.**

6. **Approval for Fayette County Fire and Emergency Services to accept the FY2026 Firefighter Cancer Reduction Awareness Program Reimbursement Grant from ACCG-LGRMS (Local Government Risk Management) in the amount of $4,913.39.**

7. **Approval for Fayette County Fire and Emergency Services to accept the FY2026 Trauma Equipment Reimbursement Grant from the Georgia Trauma Commission in the amount of $10,662.66.**

8. **Ratification of revisions to three (3) previously approved permanent easements for Georgia Power's Ashley Park - Creola 230 kV Transmission Line.**

Commissioner Rousseau stated that he pulled this item to maintain consistency with his vote. He noted that he understood the revisions but when originally presented he voted against this project and wanted to maintain consistency. Commissioner Oddo stated that he would be voting against this item as well to maintain his original vote.

Vice Chairman Gibbons moved to approve ratification of revisions to three (3) previously approved permanent easements for Georgia Power's Ashley Park - Creola 230 kV Transmission Line**.** Commissioner Maxwell seconded. The motion passed 3-2, with Commissioner Oddo and Commissioner Rousseau voting in opposition.

9. **Approval of a recommendation from the Selection Committee, comprised of Chairman Lee Hearn and Vice Chairman Edward Gibbons to appoint Philip Crane to the Fayette County Board of Health to an unexpired term beginning January 1, 2022 and expiring December 31, 2027.**

10. **Approval of a recommendation from the Selection Committee, comprised of Fayette County Staff, to reappoint Jim Poff to the Fayette County Water Committee for a term beginning January 1, 2026 and expiring December 31, 2029.**

11. **Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Mike Gassman, President of Flat Creek Villas HOA, in the amount of $1,533.27 for tax year(s) 2023 and 2024.**

12. **Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Bryan Hallock, as agent for Daniel M Boglioli, trustee of the Dorothy Reinecke estate, in the amount of $584.47 for tax year(s) 2022, 2023, and 2024.**

13. **Approval of December 8, 2025, Special Called Millage Rate Hearing Minutes.**

14. **Approval of December 11, 2025, Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

15. **Discussion, at the request of Chief Judge Scott Ballard, of the Superior Court Judges' compensation, pursuant to House Bill 85, and the request for a merit-based increase for Superior Court Judges' staff members.**

Chief Judge Scott Ballard of the Griffin Judicial Circuit stated that he was accompanied by all five Superior Court Judges and the 6th District Couty Administrator Will Simmons. Judge Ballard outlined who the 6th District Judicial Court Circuit covered and the expansiveness of its services. He stated that he was here to discuss with the Board, House Bill 85, and the request for a merit-based increase for Superior Court Judges' staff members. He noted that throughout the years the state set the salary for superior court judges, and the circuits willing to supplement them. This led to inconsistency in compensation statewide. Judge Ballard thanked the Board and the entire Griffin Judicial Circuit for their generosity in supporting supplemental pay. In an effort to equalize superior court judges pay, the State gave everyone a “raise” and for a limited period, they left open the opportunity to have what was deemed “locality” pay. He explained that in order to receive the locality pay the circuit would have to opt-in to the new pay structure and forfeit the supplemental pay, which they have all done. He stated that he and the others were before the Board asking for supplemental pay. He noted that it was significantly less than what it would have been. Judge Ballard stated that the locality pay was about $20k per judge and the supplemental pay was about $50k per judge, which would be a savings to the County by doing so. He noted that this amount would be a shared cost of the circuit. Judge Ballard stated that from his understanding, every other circuit in the district approved the locality pay for their judges. In this circuit, two of the four counties have approved it, awaiting decisions from Fayette County and Spalding County. Judge Ballard expressed his concern regarding the reason why this item had been tabled initially and stated that the agenda noted that it had been tabled so that intergovernmental agreements could be established between the counties. He stated that while intergovernmental agreements are necessary, in this case it would not be appropriate. Judge Ballard did acknowledge that there was a need for an actual agreement that outlined expenses, contributions amounts, budget allocations etc. However, he did not agree with having the locality pay associated or coupled with said agreement. Judge Ballard asked the Board for a decision either to approve or deny the request separate from any type of intergovernmental agreement. Judge Ballard outlined a few reasons why he felt locality pay should be approved. From an equitable standpoint they felt they should not be some of the lowest paid judges in the circuit. Also, he noted the senior judges’ “program” that availed retired judges the opportunity to serve in “substitute” judge capacity. This was an amazing incentive and one they had not had the opportunity to participate in, in the past but with the recent announcement of

Judge Fletchers' retirement at the end of January. He noted that the real benefit for the participate was that they would continue to receive two-thirds of their supplement as retirement. And they were asking for the Board approval to make that same provision with locality pay. He noted that they circuit based on the numbers qualified for a sixth superior court judge but had not asked for one, and while majority of the cost of that position would be the responsibility of the state, there would be local costs.

Judge Fletcher Sams humbly thanked the Board for the opportunity to speak this evening and briefly outlined his tenure in Fayette County and the years of support received through Fayette County Board of Commissioners. He noted that while the numbers discussed looked like a considerable increase in salary it was not a raise in the actual sense of a raise being a reward for performance. He noted that this would not affect their judicial discretion or work ethic regardless of the decision. He added that his dedication in serving a senior judge would not be affected by the decision either. Judge Sams concluded, stating that he did not agree with having the locality pay associated or coupled with an intergovernmental agreement they should remain separate.

Judge Ben Coker briefly explained the rationale behind House Bill 85 and why locality pay was important and should be approved. He noted that the HB85 was intended to establish consistency and uniformity throughout the state amongst superior court judges' compensation, as highlighted by Judge Ballard. He noted that HB85 recognized superior judges as the workhorses of the judiciary and this was an attempt to provide compensation accordingly. Judge Coker continued breaking down how HB85 compensation would work as it related to supplemental and locality pay. He noted that the requested compensation costs could be covered in the current budget. He stated that they were not asking for additional money for FY26 but was seeking the approval of a resolution supporting locality pay for this year and future years. He provided a few first-hand experiences of what life as a judge looked like. He noted that he and fellow colleagues had had their life threatened, been followed, harassed, and accosted as a result of presiding over the bench. He relayed these experiences to show the effect their jobs had on their day-to-day operations and added that they were still typically the lowest paid attorneys in the room, which was not balanced. He concluded by asking for approval for locality pay.

Commissioner Maxwell moved to approve supporting locality pay in the full amount for Superior Court Judges'. Chairman Hearn seconded.

Commissioner Maxwell stated that he understood some of the experiences outlined by Judge Coker, from his tenure as a judge and it can be scary. He continued outlining the types of cases being handled by these judges and the weight of the decisions they had to make. He noted that the Commission always maintained a great relationship with Superior Court Judges and wanted to continue to do so. Commissioner Maxwell relayed his experiences with Judge Sams and the wealth of knowledge and insight he gained over the years through him and expressed how valuable he was to the bench and in service to the citizens of Fayette County. He stated that this request was a no-brainer in his opinion and stated that it should be a separate decision not coupled with anything else. He noted that approving this request was cheaper because of the help from the state and was a relatively small amount considering Fayette County's portion. He concluded by asking for Board support.

Commissioner Oddo stated that he had the utmost respect for our superior court judges. He noted that he had no desire to couple anything as it related to this request. He also expressed his respect for the taxpayers of Fayette County. Commissioner Oddo also noted that he heard and listened to complaints and concerns of citizens regarding taxes and difficulties making ends meet. So, it was his goal to take a holistic approach in analyzing this request. He continued stating that it was rare for the state to issue a mandate without requiring the local government to pay for it. With the state taking on the burden of supplemental pay it free-up those funds to be used for other countries' needs. Commissioner Oddo stated that he appreciated all the comments and truly appreciated the work the superior court judges did.

Commissioner Maxwell moved to approve supporting locality pay in the full amount for Superior Court Judges'. Chairman Hearn seconded. The motion failed 2-3, with Vice Chairman Gibbons, Commissioner Oddo and Commissioner Rousseau voting in opposition.

County Attorney Dennis Davenport stated that in order to perfect the record of clear action taken by the Board regarding this issue, he would ask for an affirmative vote to move forward at the Board's discretion.

Commissioner Maxwell expressed his frustration at comments made regarding providing locality pay to the superior court judges he noted that in the judiciary world looking at what other judges throughout the state made, this compensation was equitable, it was earned and well deserved.

Commissioner Oddo reiterated that his comments were not a reflection of his respect and appreciation for the work provided by the superior court judges. However, he felt these funds could be used in other ways throughout the County.

Commissioner Oddo moved to deny the request for Superior Court Judges' locality pay. Vice Chairman Gibbons seconded. The motion passed 3-2, with Chairman Hearn and Commissioner Maxwell voting in opposition.

NEW BUSINESS:

16. **Request to approve $100,000 donation from Georgia Power Company to use for Kenwood Park enhancements.**

Parks and Recreation Director Anita Godbee stated that this request was seeking approval of a $100,000 donation from Georgia Power Company to use for Kenwood Park enhancements. She stated that Georgia Power understood the role public parks played in the success and well-being of the community and the residents who lived there. She noted that as a proud service provider to Kenwood Park, they recognized that the park served as an important community amenity, and they wish to further contribute to the well-being of the park and its surrounding community by donating $100,000 to Fayette County for enhancements to Kenwood Park. She stated that under consideration were for upgrading existing park elements: 1. refurbish sand volleyball barrier netting and volleyball net post, 2. improve some erosion control around existing amenities 3. replace picnic tables at the north pavilion, and/or 4. install new park entrance/exit signs. Ms. Godbee stated that they were also considering new enhancements: 1. install swing sets, 2. install work out stations, 3. install pump track with some additional parking spaces to account for new users at the park, 4. install mountain biking trails. She stated that the donation would split the donation with $50k designated to project that would upgrade existing elements of the park and the remaining $50k would go towards new enhancements. She concluded asking for Board approval to accept 100,000 donation from Georgia Power Company to use for Kenwood Park enhancements.

Commissioner Rousseau moved to approve the $100,000 donation from Georgia Power Company to use for Kenwood Park enhancements, with input being garnered via the community (i.e. surveys) regarding what enhancements the community would like at the park. Vice Chairman Gibbons seconded.

Commissioner Oddo asked if the County had a donation policy.

County Administrator Steve Rapson stated that there was a county donation policy. He noted that donation received under $200,000 the County Administrator and the CFO could approve and would then come before the Board for ratification.

Commissioner Rousseau moved to approve the $100,000 donation from Georgia Power Company to use for Kenwood Park enhancements, with input being garnered via the community (i.e. surveys) regarding what enhancements the community would like at the park. Vice Chairman Gibbons seconded. The motion passed 5-0.

17. **Consideration of staff's recommendation to submit up to seven (7) grant applications to the Atlanta Regional Commission (ARC) in response to the 2026 Transportation Improvement Program (TIP) solicitation.**

Transportation Engineer, Paola Kimball, provided the Board with a brief overview of the grant applications to the Atlanta Regional Commission (ARC) in response to the 2026 Transportation Improvement Program (TIP) solicitation. Mrs. Kimball explained that the TIP program was an opportunity for communities to receive funding assistance for Transportation Projects, with 80/20 split. If a project was selected, assistance would be provided for FY 2027-2028.

She noted that they were recommending two types of applications supplemental funding projects and studies/non-capital projects. She outlined the projects being considered were 1. Realignment of SR 279 and Corinth Road project, Sandy Creek

Road and Eastin Road Roundabout, Kenwood Road Path project, and the Sandy Creek Road Path project; as well as 1. SR 54 & Coweta-Fayette Connectivity Study, and 2. Redwine Road Path Gap Closure Scoping Study. She outlined where these projects were located in the county and costs, including the 20% local match associated with each project.

Mr. Rapson stated that the PowerPoint that was included as backup for this item included a seventh project for Hood Road, that was included in error and would not be sent for consideration to ARC. Staff recommended six (6) grant applications, not seven, to the Atlanta Regional Commission (ARC) in response to the 2026 Transportation Improvement Program (TIP) solicitation.

Vice Chairman Gibbons moved to approve staff's recommendation to submit up to seven (7) grant applications to the Atlanta Regional Commission (ARC) in response to the 2026 Transportation Improvement Program (TIP) solicitation. Commissioner Oddo seconded.

Commissioner Maxwell asked if there was a priority list for these projects, because in his opinion the realignment of SR 279 and Corinth Road project was top priority.

Mrs. Kimball stated yes, they did have to note the priority of each project, and the realignment of SR 279 and Corinth Road was at the top of the list.

Vice Chairman Gibbons amended his motion and moved to approve staff's recommendation to submit up to six (6) grant applications to the Atlanta Regional Commission (ARC) in response to the 2026 Transportation Improvement Program (TIP) solicitation. Commissioner Oddo amended his seconded.

Commissioner Rousseau extended his appreciation for developing this list and putting these applications together because we were always looking for additional funding.

Chairman Hearn stated that this was a good project list and noted that timing of the studies was important to ensure all the work was completed at the SR 54/ SR 74 project to ensure each project was evaluating appropriately. He also broke down what the TIP entailed.

Vice Chairman Gibbons reiterated Chairman Hearn's comments and emphasized the need to wait to for the new traffic patterns to settle out before the study was conduct if not all that funding would be in vain.

Mr. Rapson noted a change from the PowerPoint that was published regarding the SR 54 & Coweta-Fayette Connectivity Study stating that the total project cost would be $700K.

Vice Chairman Gibbons amended his motion and moved to approve staff's recommendation to submit up to six (6) grant applications to the Atlanta Regional Commission (ARC) in response to the 2026 Transportation Improvement Program (TIP) solicitation. Commissioner Oddo amended his seconded. The motion passed 5-0.

18. **Request for Fayette County to serve as the official project sponsor for Peachtree City's application to the Atlanta Regional Commission (ARC) Transportation Improvement Program (TIP) 2026 solicitation, contingent upon Peachtree City's final project selection and cost proposal.**

Public Works Director Phil Mallon stated that this item was similar to the previous item but was a request for Fayette County to serve as the official project sponsor for Peachtree City's application to the Atlanta Regional Commission (ARC) Transportation Improvement Program (TIP) 2026 solicitation, contingent upon Peachtree City's final project selection and cost proposal.
Mr. Mallon stated that Peachtree City was currently pursuing LAP certification; however, their certification was not expected to be finalized prior to ARC's submittal deadlines. Because Fayette County was a fully LAP-certified agency, Peachtree City has requested that Fayette County act as the project sponsor for the TIP application. This project provided a grade-separated crossing and path connections allowing multi-use path traffic to safely cross State Route 54 just south of Robinson Road without interacting with highway traffic.

Vice Chairman Gibbons moved to approve for Fayette County to serve as the official project sponsor for Peachtree City's application to the Atlanta Regional Commission (ARC) Transportation Improvement Program (TIP) 2026 solicitation, contingent upon Peachtree City's final project selection and cost proposal. Commissioner Oddo seconded.

Commissioner Maxwell emphasized his desire for this to be an esthetically pleasing and well-designed bridge that would dignify Fayette County. He urged Peachtree City to please, not build an ugly bridge.

Vice Chairman Gibbons moved to approve for Fayette County to serve as the official project sponsor for Peachtree City's application to the Atlanta Regional Commission (ARC) Transportation Improvement Program (TIP) 2026 solicitation, contingent upon Peachtree City's final project selection and cost proposal. Commissioner Oddo seconded. The motion passed 5-0.

19. **Request to award Contract #26079-S to the U.S. Department of the Interior Geological Survey (USGS) for surface water monitoring in the amount of $274,100.**

Water System Director, Vanessa Tigert, stated that this request was seeking approval to award Contract #26079-S to the U.S. Department of the Interior Geological Survey (USGS) for surface water monitoring in the amount of $274,100.

Vice Chairman Gibbons moved to award Contract #26079-S to the U.S. Department of the Interior Geological Survey (USGS) for surface water monitoring in the amount of $274,100. Commissioner Oddo seconded. The motion passed 5-0.

ADMINISTRATOR'S REPORTS:

A. Contract #2612-S GIS Professional Support; Change Order #1: Pathway Evaluation Model Development

Waterline Break
Mr. Rapson advised the Board of a major disruption of a 10" line that blew-out. He stated that Ms. Tigert and her staff were working on the issue, however it was still affecting that service area. He expected service restoration around 9 p.m.-10 p.m. this evening.

ATTORNEY'S REPORTS:
Notice of Executive Session: County Attorney Dennis Davenport stated that there were four items for Executive Session. Two items involving real estate acquisition, one item of threatened litigation and the review of the December 11, 2025 Executive Session Minutes.

COMMISSIONERS' REPORTS:
Vice Chairman Gibbons
Vice Chairman Gibbons stated that he received an email regarding an amazing partnership and opportunity and wanted to publicly acknowledge it. He stated that Fayette County along with the Town of Brooks received a grant approval for $9.6M to advance roadway safety in Fayette County, he extended a job well done to the team.

Commissioner Rousseau
Commissioner Rousseau extended a Happy New Year to all in attendance the Fayette County team as well as to the citizens. He echoed the sentiments extended earlier regarding the loss of former Chief Information Officer Phil Frieder and extended his condolences to his family and friends. He reminded all in attendance about the King Day Parade encouraging community participation. He concluded extending his condolence to the family of the citizen who lost their life in Minnesota. Commissioner Rousseau asked Mr. Rapson for assistance with residents concerned about increased traffic on Booker Avenue because of the new Health facility.

Commissioner Oddo
Commissioner Oddo extended his condolences to the Frieder family and noted that he had recently spoken with Mr. Frieder before the holidays and was saddened hearing the news of his passing, noting that he would be missed.

Chairman Hearn
Chairman Hearn offered his condolences to the Frieder family as well noting that he was a good man always willing to help. He concluded extending his appreciation to county staff for their continued hard work and dedication to Fayette County.

EXECUTIVE SESSION:
One item involving real estate acquisition and the review of the January 8, 2026 Executive Session Minutes.
Vice Chairman Gibbons moved to go into Executive Session. Commissioner Oddo seconded. The motion passed 5-0.
The Board recessed into Executive Session at 6:32 p.m. and returned to Official Session at 6:58 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Commissioner Oddo moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Vice Chairman Gibbons seconded. The motion passed 5-0.

Approval of December 11, 2025 Executive Session Minutes: Commissioner Oddo moved to approve December 11, 2025 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

ADJOURNMENT:
Commissioner Oddo moved to adjourn the January 8, 2026 Board of Commissioners meeting. Vice Chairman Gibbons seconded. The motion passed 5-0.

The January 8, 2026 Board of Commissioners meeting adjourned at 6:58 p.m.

_____ _____

Marlena Edwards, Chief Deputy County Clerk Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 22nd day of January 2026. Attachments are available upon request at the County Clerk's Office.

COUNTY AGENDA REQUEST

Department:	Planning & Zoning	Presenter(s):	Debbie Bell, Director
Meeting Date:	Thursday, January 22, 2026	Type of Request:	New Business #27

Wording for the Agenda:

Consideration of an Annexation Notification from the City of Fayetteville regarding a request to annex three (3) parcels, Parcels #0545 025; 0545 003; 0546 011 - located at Hwy 85 N and between Hwy 85 and Hwy 314, Fayetteville, GA; a total of 242+/- acres located in Land Lots 198, 199, 200, 201 and 216 of the 5th District, fronting on SR 85 N and SR 314.

Background/History/Details:

The City of Fayetteville has received a Step Two request for annexation of the above-referenced properties. The applicant proposes to rezone this property to LI - Light Industrial (Parcel 0546 011) and BP, Business Park (0545 025, 0545 003), under the Fayetteville Zoning Ordinance. The current County zoning is CH, M1 & O-I and the County's Future Land Use designation is Commercial, Light Industrial & Office. The proposed land use and zoning under the City of Fayetteville are similar to the County's Future Land Use designations, with some differences.

Although there are no specific points of objection from County Staff, Fire Department does have concerns about loss of revenue. Environmental Health supports the request because connection to public sanitary sewer will alleviate issues with the current septic system serving the Fun Spot development. These details are included in the accompanying Staff Report.

The City's public hearings are for January 27, 2026 (Planning & Zoning) and February 19, 2026 (Mayor & City Council).
Staff is presenting a brief assessment of the property and potential concerns related to annexation of the property. There are no objections from staff. It is staff's opinion that this annexation request does not warrant an objection under OCGA 36-36-113. Objection to annexation; grounds and procedures.

What action are you seeking from the Board of Commissioners?

Consideration of an Annexation Notification from the City of Fayetteville regarding a request to annex three (3) parcels, Parcels #0545 025; 0545 003; 0546 011 - located at Hwy 85 N and between Hwy 85 and Hwy 314, Fayetteville, GA; a total of 242+/- acres located in Land Lots 198, 199, 200, 201 and 216 of the 5th District, fronting on SR 85 N and SR 314.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.

Approved by Finance	Not Applicable	Reviewed by Legal	No
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

To: Fayette County Board of Commissioners

From: Debbie Bell, Director of Planning and Zoning

Date: January 22, 2026

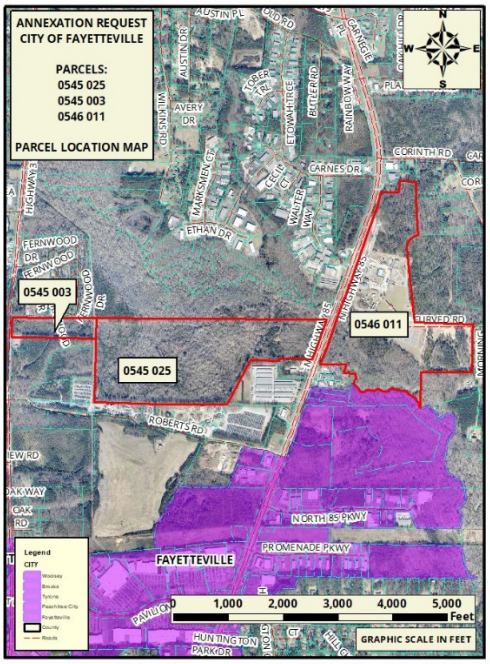
Re: Fayetteville Annexation Request for Parcels #0545 025; 0545 003; 0546 011 - located at Hwy 85 N and between Hwy 85 and Hwy 314, Fayetteville, GA.

INTRODUCTION

Fayetteville has received a **Step Two Annexation Application** for the above-referenced properties. The total property area is approximately 242 acres. On November 20, 2025, Fayetteville City Council voted unanimously to approve the Step One annexation request for this group of parcels.

- **Fayetteville Planning and Zoning Commission will hold a public hearing to make a recommendation on January 27, 2026.**
- **Fayetteville City Council will hold a public hearing to consider the Step Two request on February 19, 2026.**

The parcels are currently zoned C-H, Highway Commercial; M-1, Light Industrial; and O-I, Office-Institutional. The applicant has indicated that a zoning district of LI, Light Industrial will be sought for the Fun Spot parcel, and BP, Business Park, will be sought for the parcels located between SR 85 and SR 314. The proposed annexations will not create an island if all parcels are annexed. The subject properties have access to SR 85 and SR 314.



Subject Parcels

Location	Parcel ID	Acreage	Current Zoning	County Land Use Designation	Proposed City Zoning & Land Use
1675 Hwy 85 N	0546 011	116.809	C-H: Highway Commercial	Commercial	LI: Light Industrial – for continued use as a commercial outdoor recreation center
Hwy 85 N	0545 025	115.412	M-1: Light Industrial	Light Industrial	BP: Business Park
Hwy 314	0545 003	10.638	O-I: Office-Institutional	Office	BP: Business Park

Parcels adjacent to Parcel #0546 011

Direction	Acreage	Zoning	Use	Comprehensive Plan
North	50+	C-H; C-C; O-I	Most is undeveloped. There is a C-Store and another commercial business on small parcels	Commercial
East	10+ 100+ 12	R-70 A-R R-20	Undeveloped Single-Family Residential	Low-Density Residential
South	7 100+	M-1 City of Fvl	Light Industrial; Undeveloped	Light Industrial; City of Fayetteville
West (across Hwy 85)	200+	M-1; C-H	Light Industrial	Light Industrial and Commercial

Parcels adjacent to Parcel #0545 025

Direction	Acreage	Zoning	Use	Comprehensive Plan
North	100+ 100+	A-R M-1	Undeveloped Light Industrial	Light Industrial & Environmentally Sensitive Areas
East (across Hwy 85)	100+	C-H	Amusement Park	Commercial
South	3.5 19 100+	M-1 PUD M-2	Light Industrial Storage Units Junkyard, Landfill	Light Industrial & Heavy Industrial
West	50 5	O-I M-2	Undeveloped; Junkyard	Office

Parcels adjacent to Parcel #0545 003

Direction	Acreage	Zoning	Use	Comprehensive Plan
North	45	MHP	Manufactured Home Park	MHP
East	115	M-1	Undeveloped	Light Industrial
South	40+	O-I	Undeveloped	Office
West	10	A-R	Single Family; Agricultural	Office

SUMMARY & RECOMMENDATIONS:

Staff has no objections to the annexation request for this group of properties. It is staff's opinion that this annexation request does not warrant an objection under OCGA *36-36-113.* Objection to annexation; grounds and procedures.

Planning & Zoning:

Parcel 0546 011 - The subject property is currently zoned C-H (Highway Commercial) and is proposed for LI (Light Industrial) zoning in Fayetteville, which is the zoning designation in the city that will allow the outdoor recreation use to continue. The subject property is currently designated Commercial on the Fayette County Future Land Use Plan map, so the proposed/continued use as an outdoor recreation facility is consistent with the County's Comprehensive Plan. The LI zoning district does allow for some uses that would not be in the County's C-H district but rather would be under M-1 (Light Industrial) in the County, so there is potential for dissimilar uses in the future.

Parcel 0545 025 - The subject property is currently zoned M-1 (Light Industrial) and is proposed for BP (Business Park) zoning in Fayetteville. The subject property is currently designated Light Industrial on the Fayette County Future Land Use Plan map, so the proposed/continued use as a business park is less intense than the Light Industrial designation under the County's Comprehensive Plan. Although many uses allowed in BP are similar to uses the County allows under C-H and M-1,there may be uses that are not included in the county's M-1 district.

Parcel 0545 003 - The subject property is currently zoned O-I (Office-Institutional) and is proposed for BP (Business Park) zoning in Fayetteville. The subject property is currently designated Office on the Fayette County Future Land Use Plan map, so the proposed use as a business park is consistent with the County's Comprehensive Plan.

Fire/EMS: The issue from the Fire & Emergency Services perspective is the loss of tax revenue to the County fire services from an annexation of these properties into the City of Fayetteville. The EMS Tax District includes everything within the City of Fayetteville, so the annexation would be of minimal impact to our EMS revenue.

Environmental Health: EH recommends connection with the City of Fayetteville sanitary sewer system to alleviate problems with the existing septic system for Parcel 0546 011 (Fun Spot).

Fayette County School System: No objections.

Fayette County Water System: Recommendation to provide a loop connection for the water service for development.

Sheriff's Office: No issues with the annexation.

Building Safety: No issues with the annexation.

Public Works/Engineering Comments:

1. Not enough information to estimate traffic impacts.
2. New trips will be on state routes so less impact to local roads
3. We identified three items for the City's consideration if the project moves forward.

Environmental Management Department - Stormwater/Water Quality: Should this annexation be approved, Fayette County respectfully requests that the City of Fayetteville apply the Metropolitan North Georgia Water Planning District's Model Stream Buffer Protection Ordinance, if it has not already done so.

****

CONCLUSION: It is Staff's opinion that the proposed annexation does not warrant on objection.

ZONING HISTORY

- Parcel 0546 011 was rezoned to C-H under Petition #974-98, approved on April 9, 1998.
- Parcel 0545 025 was rezoned to M-1 under Petition #974-98, approved on April 9, 1998.
- Parcel 0546 003 was rezoned to O-I under Petition #974-98, approved on April 9, 1998.

PROPOSED ZONING

The proposed zoning under the City of Fayetteville's Unified Development Code is LI: Light Industrial, described as follows:

> ***Sec. 205.5 LI- Light Industrial***
>
> *The LI Light Industrial District is established to identify tracts of land that are located on, or have ready access to, a major street or state highway and are well adapted to industrial development but whose proximity to residential or commercial districts makes it desirable to limit industrial operations and processes to those that are not objectionable by reason of the emission of noise, vibration, smoke, dust, gas, fumes, odors or radiation and that do not create fire or explosion hazards or other objectionable conditions.*
>
> *The district is intended to provide locations for intense uses such as light manufacturing or processing of previously refined materials and other uses that support the permitted industries or are of an intense nature due to truck traffic, building size, hours of operation and similar characteristics that make them incompatible within traditional business or residential districts. The district also allows certain commercial uses that are complementary to the industrial nature of the district by way of serving the industries and/or the workers employed there.*

The proposed zoning under the City of Fayetteville's Unified Development Code is BP: Business Park, described as follows:

> ***Sec. 204.9. BP - Business Park.***
>
> *The Business Park District is established to foster the development of employment- based uses such as corporate offices, light manufacturing and other uses that contribute to the creation of a regional employment center. Because of the presence of a high number of employees, these developments should be designed in a manner that accommodates pedestrian, bicycle and other modes of alternate transportation.*
>
> *This district is intended to provide for the establishment of planned, mixed-use developments along major thoroughfares. Access onto these thoroughfares should be kept to a minimum in order to protect the vitality of the roadway; to establish a positive first impression for persons entering the city; and to maintain a quality appearance which will stabilize or increase property values.*

For a list of permitted and conditional uses under the City's UDO, please refer to the tables on the following pages.

Sec. 204.9. BP – Business Park.

The Business Park District is established to foster the development of employment-based uses such as corporate offices, light manufacturing and other uses that contribute to the creation of a regional employment center. Because of the presence of a high number of employees, these developments should be designed in a manner that accommodates pedestrian, bicycle and other modes of alternate transportation.

This district is intended to provide for the establishment of planned, mixed-use developments along major thoroughfares. Access onto these thoroughfares should be kept to a minimum in order to protect the vitality of the roadway; to establish a positive first impression for persons entering the city; and to maintain a quality appearance which will stabilize or increase property values.

Sec. 204.10. - 14. Reserved.

DIVISION 3. SCHEDULE OF USES.

Sec. 204.15. Commercial and business districts.

Land and buildings in the Commercial and Business Districts shall only be used in accordance with the following table:

Principal use (P).	Authorized by-right, subject to all other applicable provisions of this ordinance.
Accessory use (P+)	Authorized subject to supplemental use regulations as identified in the referenced section.
Conditional use (C).	Authorized pursuant to supplemental regulations identified in the referenced section and in accordance with the provisions of Sec. 207.26.
Not Permitted.	A blank cell indicates the specified use is not permitted.

Schedule of land use: Commercial and Business Districts					
Use	**NC**	**C - 4**	**PO**	**BP**	**See Section**
Accommodations, hospitality and entertainment					
Banquet or meeting hall	P	P			
Commercial indoor recreation facility		P			
Hotel	C	C	C	C	203.29.
Microbrewery	P	P			
Restaurant	P	P	P	P	
Restaurants with a drive-thru	P+	P+			207.10.
Tap house/brewpub/wine bar	P	P			
Theater	P	P			
Civic and institutional					
Community oriented cultural facility	P	P	P	P	
Government facility	P	P	P	P	
Park	P	P	P	P	

Use	NC	C - 4	PO	BP	See Section
Place of public worship and general places of assembly	C	C	C	C	Sec. 207.34.
School, college or university	P	P	P	P	
School (K-12), private	C	C	C	C	Sec. 207.35.
School (K-12), public	P	P	P	P	
School, specialized training	P	P	P	P	
Group living					
Adult day center	C		C		Sec. 207.40.
Assisted living/memory care facility	C		C		Sec. 207.41.
Community living arrangement	C		C		Sec. 207.42.
Narcotic treatment center	C		C		Sec. 207.43.
Skilled nursing facility	C		C		Sec. 207.45.
Offices and services					
Animal services, no outside kennels	P	P	P	P	
Child care facility	P	P	P	P	Sec. 207.9.
Contractor facility		P	P	P	
Data centers and technology-related facilities				P	
Drive-thru facilities for automated teller machines, banks and pharmacies	P+	P+	P+	P+	207.11.
Electronic equipment facilities and assembly plants				P	
Fitness club	P	P	P	P	
Funeral home and accessory crematory		P	P	P	
Hospital			P	P	
Life science-related facilities			P	P	
Locksmiths and gunsmiths, no firing range			P	P	
Medical and dental offices, clinics and laboratories		P	P	P	
Medical supplies and sales		P	P	P	
Mini-warehouse/self-storage, with common entry/entries		C			207.66.
Non-emergency medical transport services	P		P	P	
Offices, professional	P	P	P	P	
Offices and services with a drive-thru		P+	P+	P+	207.11.
Optometry and vision care facilities	P	P	P	P	
Outdoor storage				C	207.65.
Personal services	P	P	P	P	
Research and testing facilities and laboratories	P		P	P	
Vehicle repair		C			207.67.
Vehicle wash		P			

Use	NC	C-4	PO	BP	See Section
Outdoor storage				C	207.65.
Personal services	P	P	P	P	
Research and testing facilities and laboratories	P		P	P	
Vehicle repair		C			207.67.
Vehicle wash		P			
Retail					
Building supply and sales		P			
Convenience stores, gasoline and diesel fuel sales		C			207.56.
Dry cleaning facilities	P	P			
Flea market		C			207.58.
General retail (single tenant < 16,000 SF)	P	P			
General retail (single tenant > 16,001 SF)		P			
Outdoor display	P+	P+			207.12.
Nurseries and greenhouses	P	P			
Pharmacies	P	P	P	P	
Radio and television studios or other broadcast media with no visible antenna	P				
Vapor cigarette sales	P				
Industrial and infrastructure					
Essential public services and utilities	P	P	P	P	
Wholesaling/warehousing with office space, no outdoor storage				P	
Wireless communications facility	C	C	C	C	207.70.
Small wireless facility in the public right-of-way	C	C	C	C	207.71.

Sec. 204.16. Specific uses not permitted within the NC District.

The following uses shall not be permitted within the NC District:

1. Animal daycare facilities with outdoor boarding or kennels.
2. Automobile rental.
3. Automobile dealerships.
4. Automobile service or repair.
5. Bail bonds establishments.
6. Blood/plasma facilities.
7. Bowling alleys.
8. Dry cleaning plants and/or commercial laundry facilities without a storefront.
9. Indoor skating rinks.
10. Junkyards and/or salvage operations.
11. Pawn shops.
12. Self-storage facilities.
13. Sexually-oriented businesses.
14. Small box discount stores.
15. Small loan businesses.
16. Teen club.
17. Tire sales and/or repair.

DIVISION 3. SCHEDULE OF USES.

Sec. 205.12. Industrial districts.

Land and buildings in the Commercial and Business Districts shall only be used in accordance with following table:

Principal use (P).	Authorized by-right, subject to all other applicable provisions of this ordinance.
Accessory use (P+)	Authorized subject to supplemental use regulations as identified in the referenced section.
Conditional use (C).	Authorized pursuant to supplemental regulations identified in the referenced section and in accordance with the provisions of Sec. 207.26.
Not Permitted.	A blank cell indicates the specified use is not permitted.

Schedule of land use: Industrial and Public Zoning Districts			
Use	**LI**	**GI**	**See Section**
Accommodations, hospitality and entertainment			
Commercial indoor recreation facility	P		
Commercial outdoor recreation facility	P		
Firing range (indoor)	P		
Micro-producers of beer, wine, and spirits	P		
Sexually oriented business	C	C	Code of Ordinances Chapter 10, Art. III
Civic and institutional			
Government facility	P	P	
School, specialized training	P	P	
Offices and services			
Contractor facility	P	P	
Drive-thru facilities for automated teller machine, banks, pharmacies, etc.	P+	P+	207.11.
Radio and television studios or other broadcast media, no visible antenna	P	P	
Retail and commercial			
Automobile rental, sales and service	P	P	
Fitness club	P	P	
Flea market	C	C	207.58.
Microbrewery	P	P	
Nurseries and greenhouses	P	P	
Pawn shop	C	C	207.57
Industrial and services			
Building supply sales and material yard	P	P	
Commercial parking facility	P	P	
Concrete plants and pre-cast concrete manufacturing and sales		P	
Convenience stores, gasoline and diesel fuel sales	C	C	207.56.

Use	LI	GI	Reference
Crematorium	P	P	
Dry cleaning plat operations and service outlet	P	P	
Essential public service and utilities	P	P	
Freight terminal	P	P	
Heliports and helipads	C	C	207.68.
Machine shops and related activities	P	P	
Manufacturing, processing and packaging facilities	P	P	
Mini-warehouse/self storage	C	C	207.66.
Motor vehicle repair shops, garages, car washes, body shops and paint shop	P	P	
Non-emergency medical transport service facilities	P	P	
Outdoor storage	C	C	207.65.
Park and ride lot	P	P	
Redi-mix concrete plants and concrete manufacturing site.		P	
Salvage or impound operations	C	C	207.69.
Septic station for solids separation and processing		P	
Transportation terminal for freight	P	P	
Vehicle repair	C	C	207.67.
Vehicle wash, trucks and heavy equipment	P	P	
Veterinary clinics, hospitals, laboratories, animal shelters, commercial kennels and dog daycare and boarding facilities		P	
Warehousing	P	P	
Waste management and recycling facility		P	
Wholesaling and distribution	P	P	
Wireless communications facility	C	C	207.70.
Small wireless facilities in the public right-of-way	C	C	207.71.

Sec. 204.13. - 16. Reserved.

PROCEDURAL INFORMATION

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

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

The objection shall document the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection. Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in (1), (2), and (3) above.

In order for an objection to be valid, the proposed change in zoning or land use must:

(1) Result in:
    (A) A substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; or
    (B) A use which significantly increases the net cost of infrastructure or significantly diminishes the value or useful life of a capital outlay project, as such term is defined in Code Section 48-8-110, which is furnished by the county to the area to be annexed; and
(2) Differ substantially from the existing uses suggested for the property by the county's comprehensive land use or permitted for the property pursuant to the county's zoning ordinance or its land use ordinances.

CONCLUSION: It is Staff's opinion that the proposed annexation does not warrant on objection.

Planning and Zoning: The proposed uses are generally consistent with the County's Comprehensive Land Use Plan.

Fire/EMS: The issue from the Fire & Emergency Services perspective is the loss of tax revenue to the County fire services from an annexation of these properties into the City of Fayetteville. The EMS Tax District includes everything within the City of Fayetteville, so the annexation would be of minimal impact to our EMS revenue. However, development of the property does have the potential to create additional demand for EMS services due to increased population and traffic in an already congested, high traffic area.

Sheriff's Office: No comments.

Water System: Development of parcels 0545 003 and 0545 025 may create an opportunity to loop water lines from Highway 85N and Highway 314. Looping of water lines in this manner increases water quality, reduces the number of affected customers during infrastructure failure events, and increases firefighting capacity. If there is the potential to connect these water lines as part of the development, the water system would encourage the developer(s) to do so.

Environmental Health: This department has no issues with the annexation. Fun Spot has reached it's capacity for growth based on usable septic area. If the current septic system fails, there will be many challenges in permitting and installing a septic system that can support the current facilities.

Public Works/Engineering Comments:

The proposed annexation includes three parcels, all of which have road frontage on state routes. As such, GDOT will review and approve requests for new or improved access to the parcels.

- Tract 0546 011 – Funspot (C-H) This parcel has 3,300ft +/- road frontage on State Route 85 Northbound with an existing commercial curb cut in alignment with an unsignalized median opening. The parcel also has approximately 800 feet of road frontage on Morning Creek Road, which is a county-maintained gravel road. Tract 0546 11 has the following condition placed on it from a previous rezoning (1307-21):

That Morning Creek Drive/Curved Road shall not be used for customer access to the subject property and shall be limited to one service/emergency driveway cut. Said service/emergency driveway cut location shall be indicated on the site plan and labeled as "Service/Emergency Access Only."

- Tract 0545 025 - 115 Ac (M-1) This parcel has 772ft +/- road frontage on State Route 85 Southbound with an existing 15ft paved driveway apron.

- Tract 0545 003 - 10.7 ac (O-I) This parcel has 360ft +/- road frontage on State Route 314 Northbound with an existing 15ft paved driveway apron.

Both SR 314 and SR 85 are four-lane divided highways carrying an annual average of 24,300 vehicles per day (vpd) and 32,600 vpd, respectively, per GDOT TADA data.

The application states the annexation will "*will have little impact on existing roadways, traffic patterns, and traffic congestion*" however little information is provided on the proposed development or the

number of trips expected to be generated after build-out. With more information on the proposed build-out staff can't assess the potential impacts to traffic operations or safety.

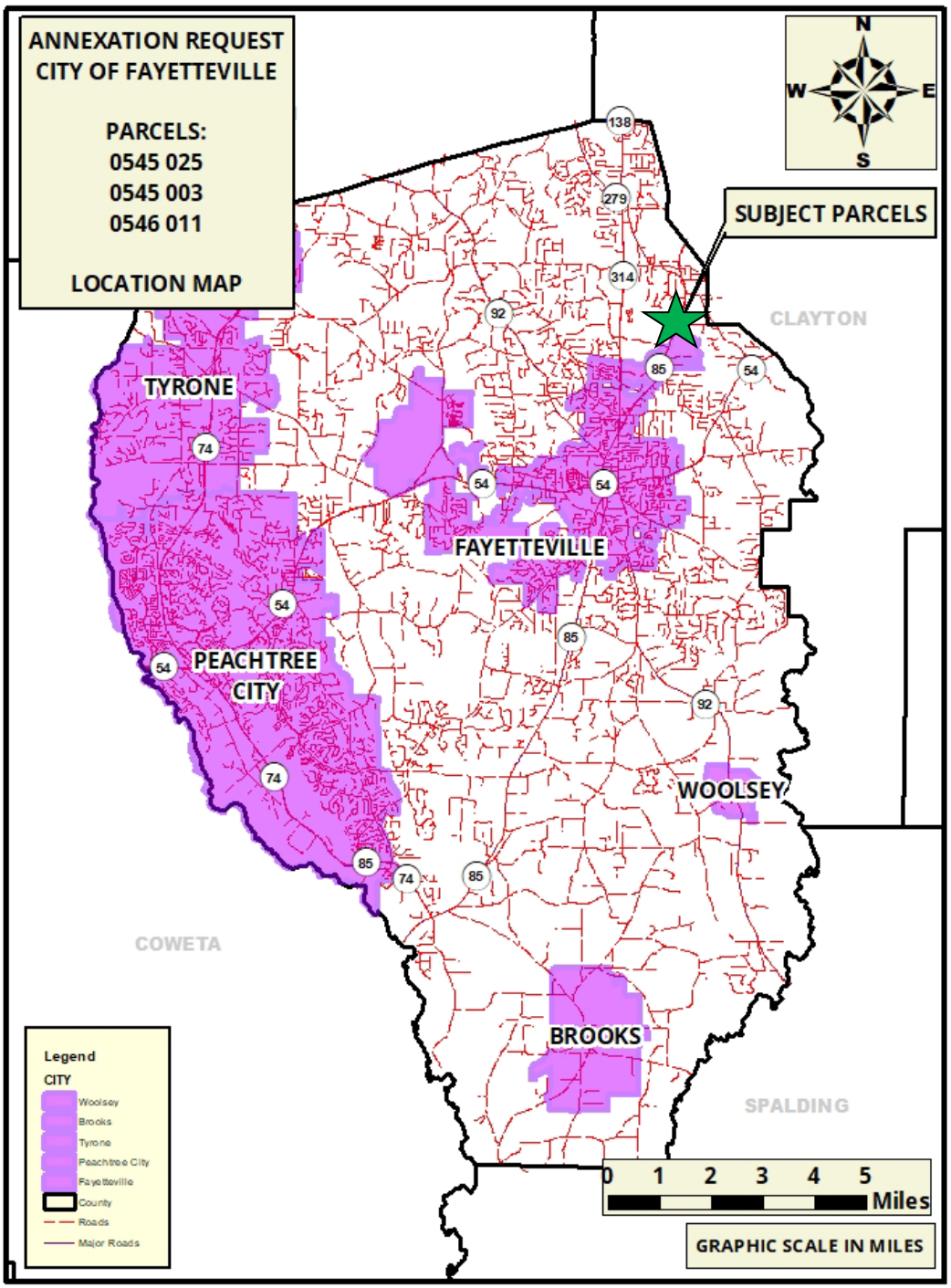
Based on the above information, Public Works offers the following items for consideration by the City of Fayetteville as the project is developed:

1. Maintain the above-referenced access restrictions from Parcel 0546 011 to Morning Creek Road.
2. Require interparcel connectivity between Parcels 0545 003 and 0545 025, as feasible.

If warranted, require a Traffic Impact Study. The study area should be jointly agreed upon by the City, County and GDOT and include mitigation measures to maintain (or improve) "no-build" level of service values along all key corridors and intersections.

Environmental Management Department - Stormwater/Water Quality:

If the parcels are annexed, EMD requests that the City of Fayetteville apply the same basic water-quality protections already used across the region. Specifically, any future development on these sites should meet the Metropolitan North Georgia Water Planning District standards and the requirements of the Georgia Environmental Planning Act for stream buffers, watershed protection, and stormwater management.


ANNEXATION REQUEST
CITY OF FAYETTEVILLE
PARCELS:
0545 025
0545 003
0546 011
LOCATION MAP
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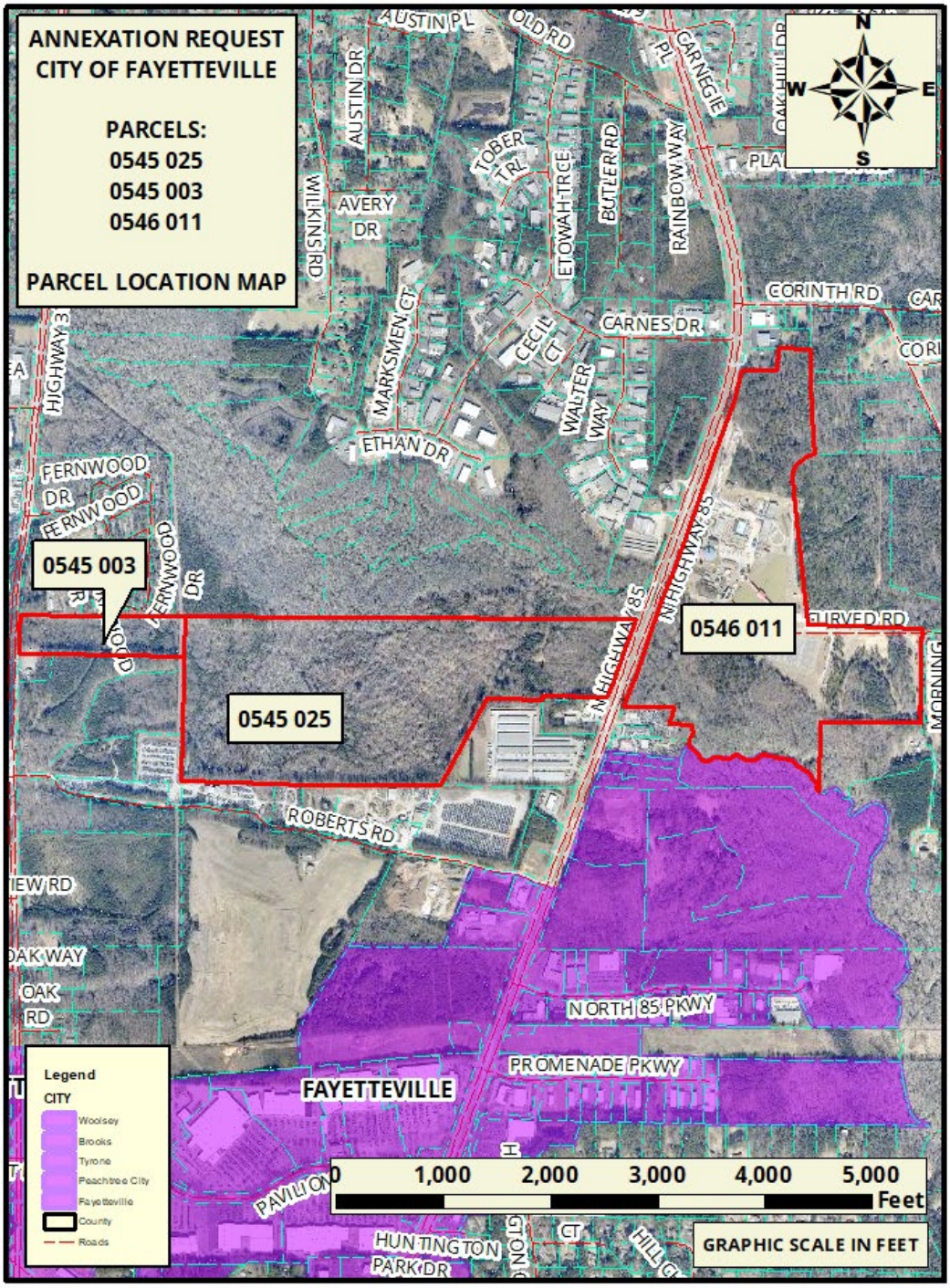
SUBJECT PARCELS
CLAYTON
TYRONE
FAYETTEVILLE
PEACHTREE CITY
WOOLSEY
BROOKS
COWETA
SPALDING
138
279
314
92
85
54
74
Legend
CITY
Woolsey
Brooks
Tyrone
Peachtree City
Fayetteville
County
Roads
Major Roads
0 1 2 3 4 5
Miles
GRAPHIC SCALE IN MILES


ANNEXATION REQUEST
CITY OF FAYETTEVILLE
PARCELS:
0545 025
0545 003
0546 011
PARCEL LOCATION MAP
0545 003
0545 025
0546 011
FAYETTEVILLE
Legend
CITY
Woolsey
Brooks
Tyrone
Peachtree City
Fayetteville
County
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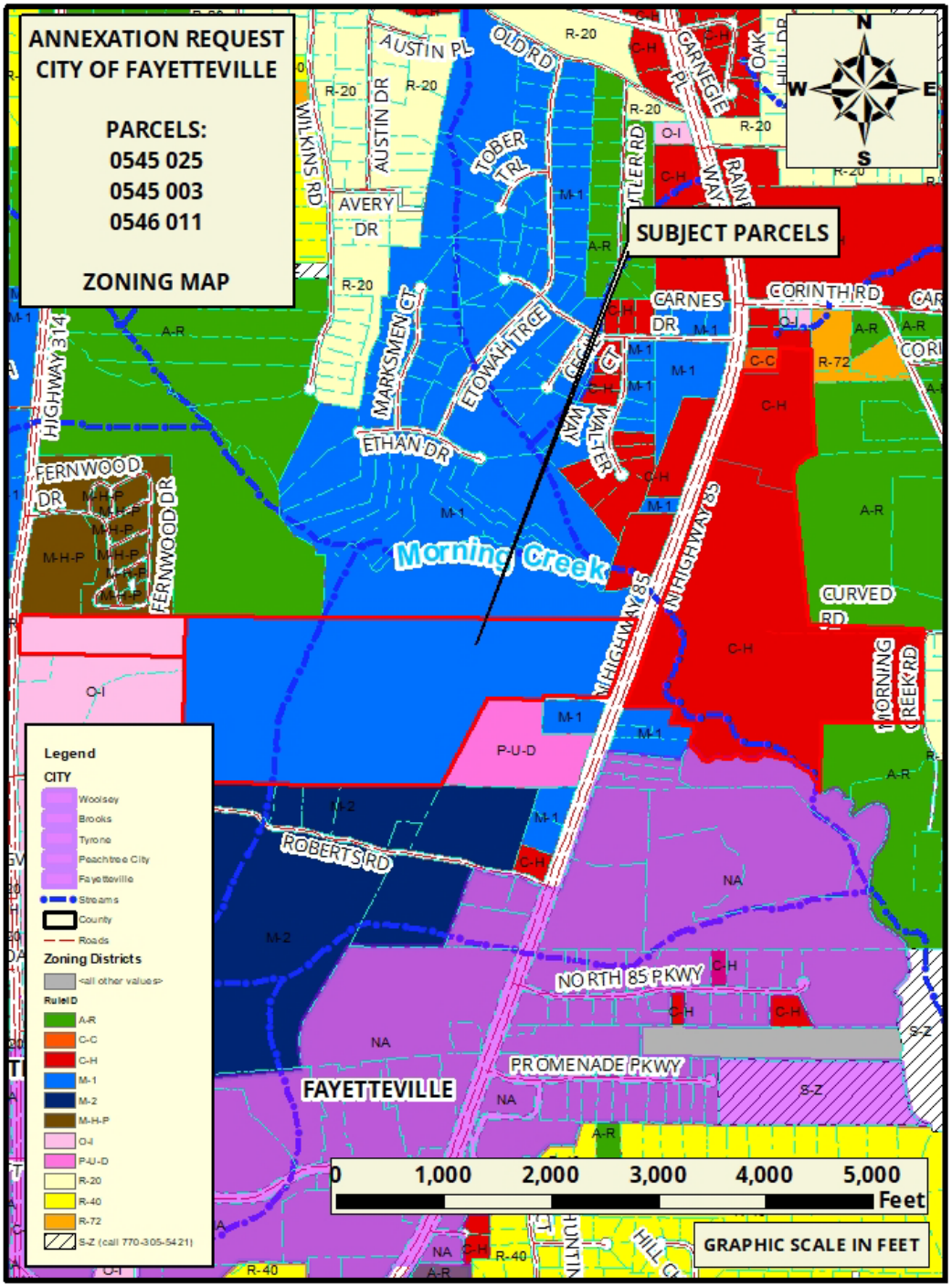
CARNEGIE PL
RAINBOW WAY
WILKINS RD
AVERY DR
MARKSMEN CT
CECIL CT
WALTER WAY
CARNES DR
CORINTH RD
ETHAN DR
HIGHWAY 3
FERNWOOD DR
N HIGHWAY 85
CURVED RD
ROBERTS RD
NORTH 85 PKWY
PROMENADE PKWY
OAK WAY
OAK RD
PAVILION
HUNTINGTON PARK DR


ANNEXATION REQUEST
CITY OF FAYETTEVILLE
PARCELS:
0545 025
0545 003
0546 011
ZONING MAP
SUBJECT PARCELS
Morning Creek
FAYETTEVILLE
Legend
CITY
Woolsey
Brooks
Tyrone
Peachtree City
Fayetteville
Streams
County
Roads
Zoning Districts
RuleID
A-R
C-C
C-H
M-1
M-2
M-H-P
O-I
P-U-D
R-20
R-40
R-72
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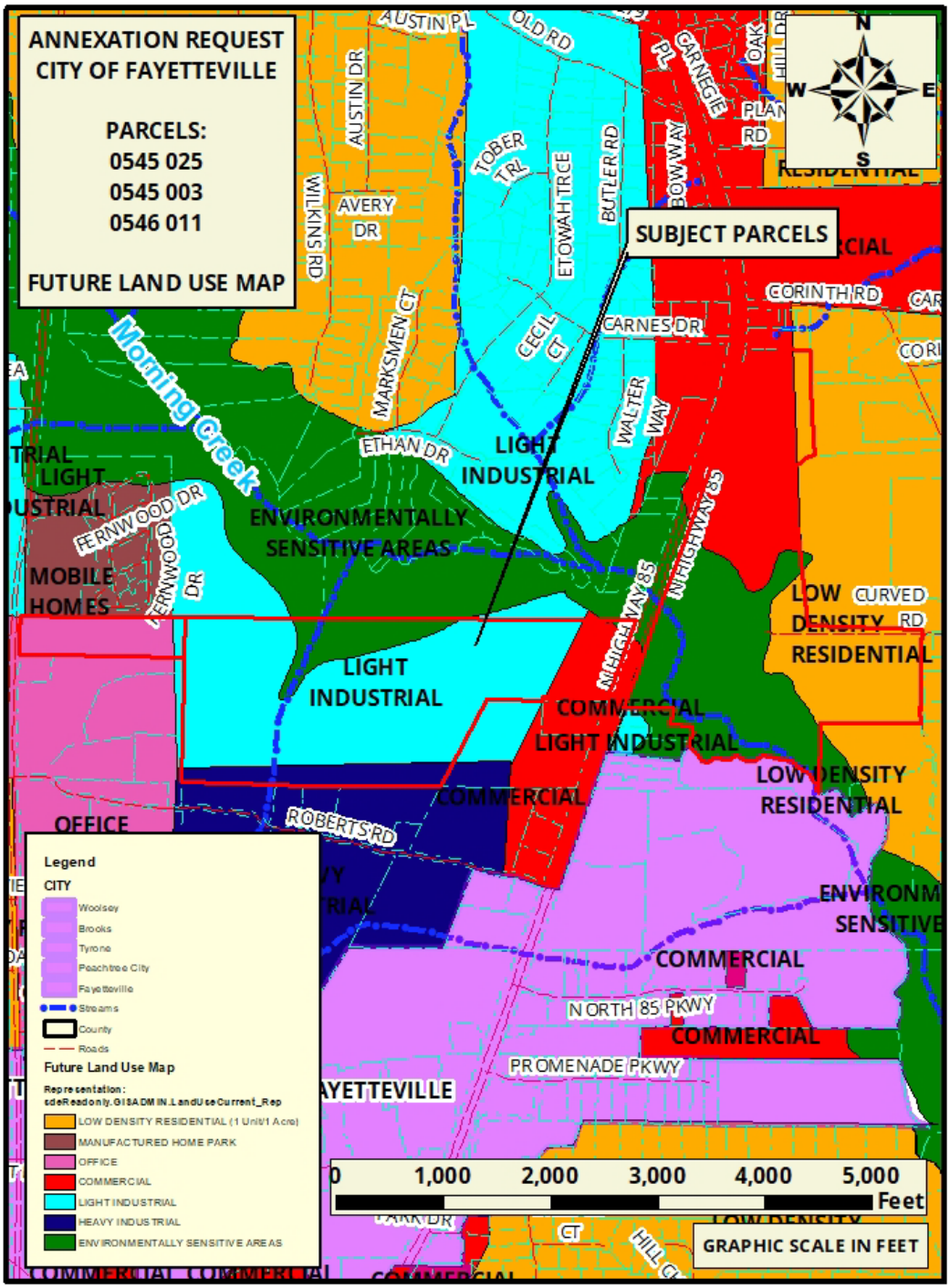
ANNEXATION REQUEST
CITY OF FAYETTEVILLE
PARCELS:
0545 025
0545 003
0546 011
FUTURE LAND USE MAP
SUBJECT PARCELS
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OLD RD
AUSTIN DR
WILKINS RD
AVERY DR
TOBER TRL
ETOWAH TRCE
BUTLER RD
BOWWAY
CARNEGIE PL
OAK HILL DR
PLAN RD
RESIDENTIAL
CORINTH RD
CARNES DR
CECIL CT
MARKSMEN CT
WALTER WAY
ETHAN DR
Morning Creek
LIGHT INDUSTRIAL
ENVIRONMENTALLY SENSITIVE AREAS
FERNWOOD DR
MOBILE HOMES
NHIGHWAY 85
LOW DENSITY RESIDENTIAL
CURVED RD
COMMERCIAL
LIGHT INDUSTRIAL
ROBERTS RD
OFFICE
NORTH 85 PKWY
PROMENADE PKWY
Legend
CITY
Woolsey
Brooks
Tyrone
Peachtree City
Fayetteville
Streams
County
Roads
Future Land Use Map
Representation:
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LOW DENSITY RESIDENTIAL (1 Unit/1 Acre)
MANUFACTURED HOME PARK
OFFICE
COMMERCIAL
LIGHT INDUSTRIAL
HEAVY INDUSTRIAL
ENVIRONMENTALLY SENSITIVE AREAS
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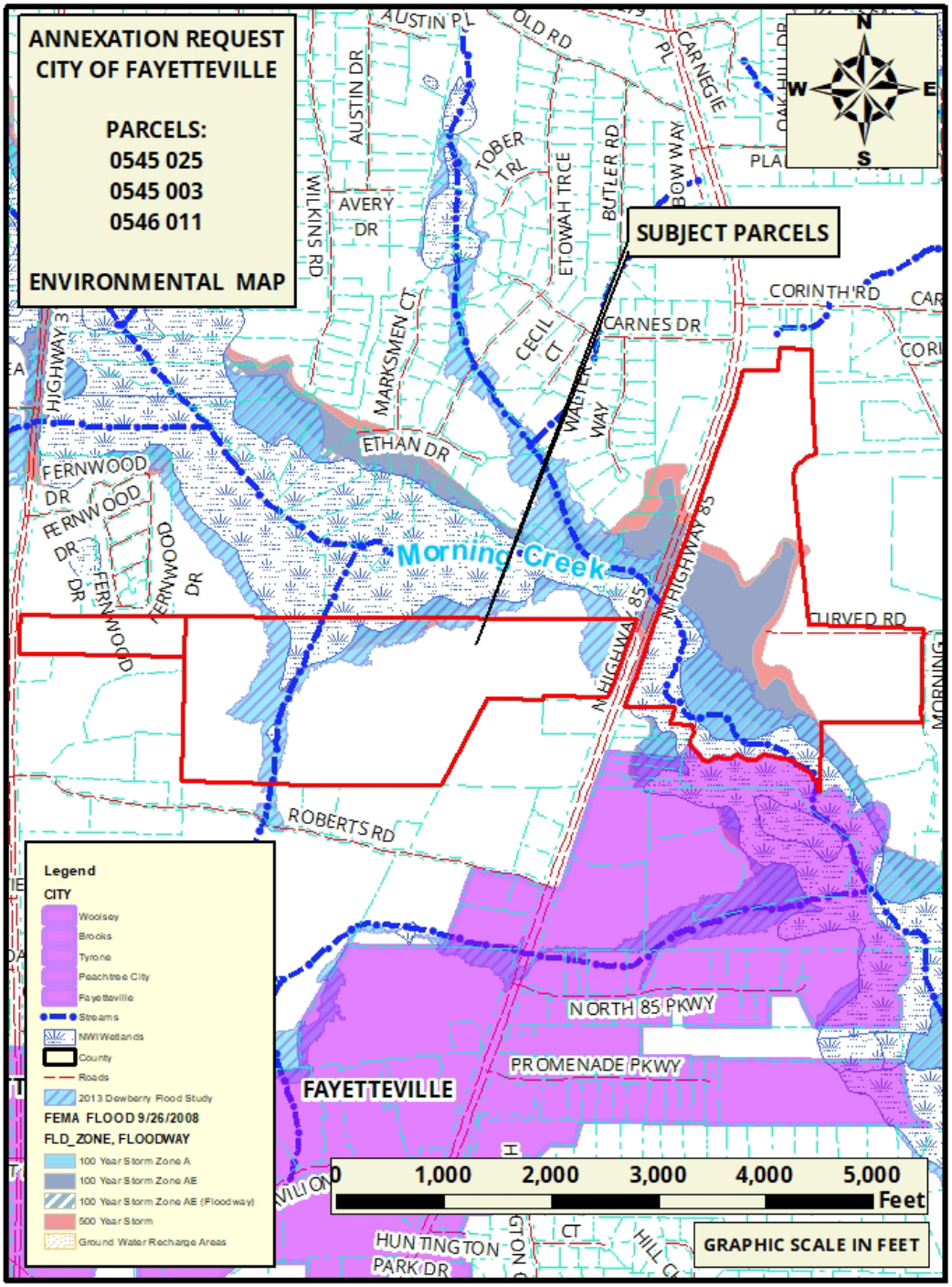
GRAPHIC SCALE IN FEET


ANNEXATION REQUEST
CITY OF FAYETTEVILLE
PARCELS:
0545 025
0545 003
0546 011
ENVIRONMENTAL MAP
SUBJECT PARCELS
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CORINTH RD
CARNES DR
CECIL CT
MARKSMEN CT
WALTER WAY
ETHAN DR
HIGHWAY 85
FERNWOOD DR
Morning Creek
CURVED RD
ROBERTS RD
NORTH 85 PKWY
PROMENADE PKWY
FAYETTEVILLE
HUNTINGTON PARK DR
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CITY
Woolsey
Brooks
Tyrone
Peachtree City
Fayetteville
Streams
NWI Wetlands
County
Roads
2013 Dewberry Flood Study
FEMA FLOOD 9/26/2008
FLD_ZONE, FLOODWAY
100 Year Storm Zone A
100 Year Storm Zone AE
100 Year Storm Zone AE (Floodway)
500 Year Storm
Ground Water Recharge Areas
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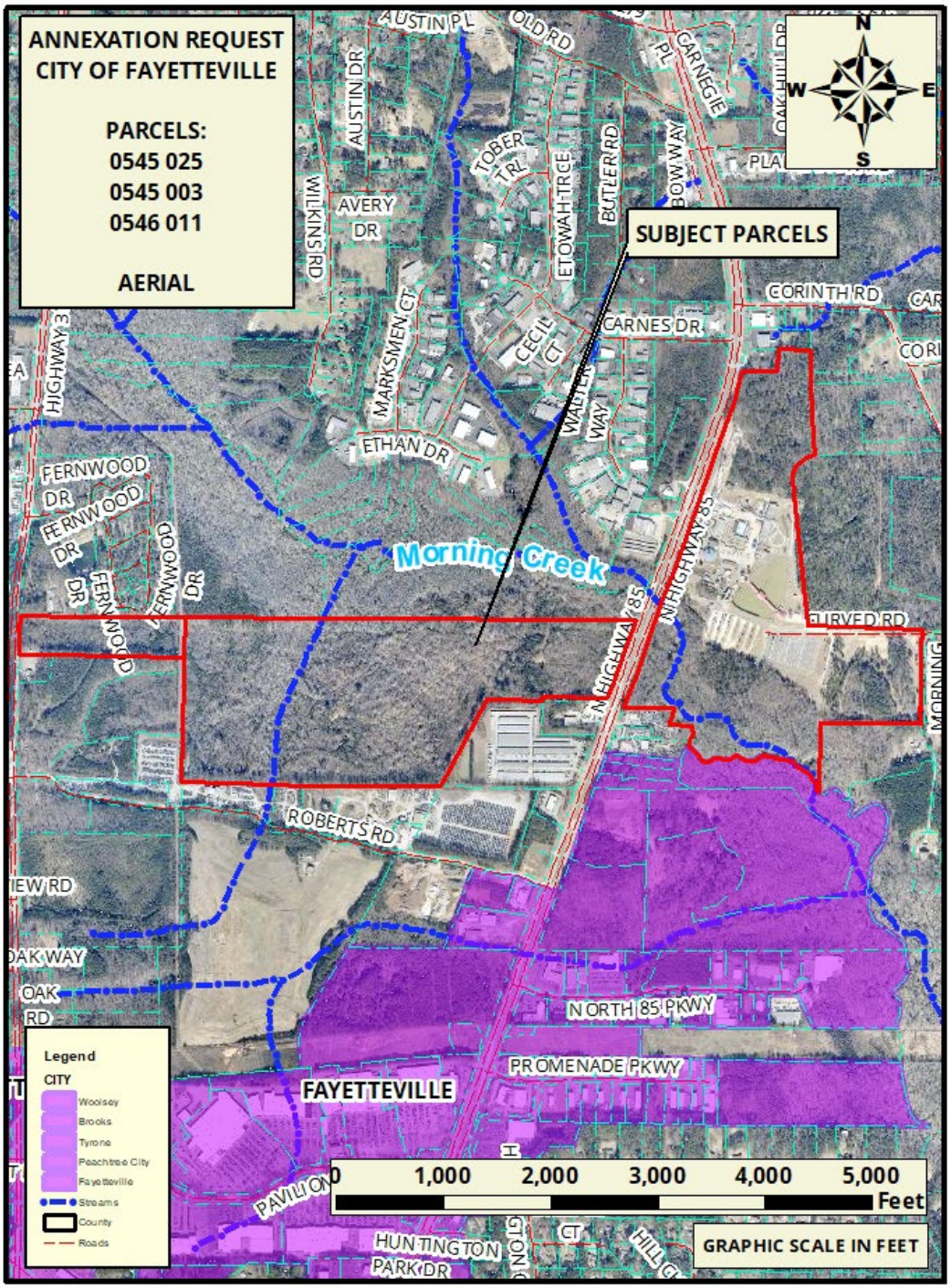
GRAPHIC SCALE IN FEET


ANNEXATION REQUEST
CITY OF FAYETTEVILLE
PARCELS:
0545 025
0545 003
0546 011
AERIAL
SUBJECT PARCELS
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OLD RD
AUSTIN DR
CARNEGIE PL
TOBER TRL
AVERY DR
WILKINS RD
ETOWAH TRCE
BUTLER RD
BOW WAY
CORINTH RD
CARNES DR
CECIL CT
MARKSMEN CT
WALTER WAY
ETHAN DR
HIGHWAY 3
FERNWOOD DR
Morning Creek
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CURVED RD
ROBERTS RD
OAK WAY
OAK RD
NORTH 85 PKWY
PROMENADE PKWY
FAYETTEVILLE
PAVILION
HUNTINGTON PARK DR
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STATE LAW

TITLE 36. LOCAL GOVERNMENT
PROVISIONS APPLICABLE TO MUNICIPAL CORPORATIONS ONLY
CHAPTER 36. ANNEXATION OF TERRITORY
ARTICLE 7. PROCEDURE FOR RESOLVING ANNEXATION DISPUTES

36-36-113. **Objection to annexation; grounds and procedures**

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

(1) The proposed change in zoning or land use;

(2) Proposed increase in density; and

(3) Infrastructure demands related to the proposed change in zoning or land use.

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

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

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

(1) Result in:

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

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

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

36-36-114. Arbitration panel; composition and membership

(a) Not later than the fifteenth calendar day following the date the municipal corporation received

the first objection provided for in Code Section 36-36-113, an arbitration panel shall be appointed as provided in this Code section.

(b) The arbitration panel shall be composed of five members to be selected as provided in this subsection. The Department of Community Affairs shall develop three pools of arbitrators, one pool which consists of persons who are currently or within the previous six years have been municipal elected officials, one pool which consists of persons who are currently or within the previous six years have been county elected officials, and one pool which consists of persons with a master's degree or higher in public administration or planning and who are currently employed by an institution of higher learning in this state, other than the Carl Vinson Institute of Government. The pool shall be sufficiently large to ensure as nearly as practicable that no person shall be required to serve on more than two panels in any one calendar year and serve on no more than one panel in any given county in any one calendar year. The department is authorized to coordinate with the Georgia Municipal Association, the Association County Commissioners of Georgia, the Council of Local Governments, and similar organizations in developing and maintaining such pools.

(c) Upon receiving notice of a disputed annexation, the department shall choose at random four names from the pool of municipal officials, four names from the pool of county officials, and three names from the pool of academics; provided, however, that none of such selections shall include a person who is a resident of the county which has interposed the objection or any municipal corporation located wholly or partially in such county. The municipal corporation shall be permitted to strike or excuse two of the names chosen from the county officials pool; the county shall be permitted to strike or excuse two of the names chosen from the municipal officials pool; and the county and municipal corporation shall each be permitted to strike or excuse one of the names chosen from the academic pool.

(d) Prior to being eligible to serve on any of the three pools, persons interested in serving on such panels shall receive joint training in alternative dispute resolution together with zoning and land use training, which may be designed and overseen by the Carl Vinson Institute of Government in conjunction with the Association County Commissioners of Georgia and the Georgia Municipal Association, provided such training is available.

(e) At the time any person is selected to serve on a panel for any particular annexation dispute, he or she shall sign the following oath: "I do solemnly swear or affirm that I will faithfully perform my duties as an arbitrator in a fair and impartial manner without favor or affection to any party, and that I have not and will not have any ex parte communication regarding the facts and circumstances of the matters to be determined, other than communications with my fellow arbitrators, and will only consider, in making my determination, those matters which may lawfully come before me."

36-36-115. Meetings of arbitration panel; duties; findings and recommendations; compensation

(a) (1) The arbitration panel appointed pursuant to Code Section 36-36-114 shall meet as soon after appointment as practicable and shall receive evidence and argument from the municipal corporation, the county, and the applicant or property owner and shall by majority vote render a decision which shall be binding on all parties to the dispute as provided for in this article not later than the sixtieth day following such appointment. The meetings of the panel in which evidence is submitted or arguments of the parties are made shall be open to the public

pursuant to Chapter 14 of Title 50. The panel shall first determine the validity of the grounds for objection as specified in the objection. If an objection involves the financial impact on the county as a result of a change in zoning or land use or the provision of maintenance of infrastructure, the panel shall quantify such impact in terms of cost. As to any objection which the panel has determined to be valid, the panel, in its findings, may establish reasonable zoning, land use, or density conditions applicable to the annexation and propose any reasonable mitigating measures as to an objection pertaining to infrastructure demands.

(2) In arriving at its determination, the panel shall consider:

(A) The existing comprehensive land use plans of both the county and city;

(B) The existing land use patterns in the area of the subject property;

(C) The existing zoning patterns in the area of the subject property;

(D) Each jurisdiction's provision of infrastructure to the area of the subject property;

(E) Whether the county has approved similar changes in intensity or allowable uses on similar developments in other unincorporated areas of the county;

(F) Whether the county has approved similar developments in other unincorporated areas of the county which have a similar impact on infrastructure as complained of by the county in its objection; and

(G) Whether the infrastructure or capital outlay project which is claimed adversely impacted by the county in its objection was funded by a county-wide tax.

(3) The county shall provide supporting evidence that its objection is consistent with its land use plan and the pattern of existing land uses and zonings in the area of the subject property.

(4) The county shall bear at least 75 percent of the cost of the arbitration. The panel shall apportion the remaining 25 percent of the cost of the arbitration equitably between the city and the county as the facts of the appeal warrant; provided, however, that if the panel determines that any party has advanced a position that is substantially frivolous, the costs shall be borne by the party that has advanced such position.

(5) The reasonable costs of participation in the arbitration process of the property owner or owners whose property is at issue shall be borne by the county and the city in the same proportion as costs are apportioned under paragraph (4) of this subsection.

(6) The panel shall deliver its findings and recommendations to the parties by certified mail or statutory overnight delivery.

(b) If the decision of the panel contains zoning, land use, or density conditions, the findings and recommendations of the panel shall be recorded in the deed records of the county with a caption describing the name of the current owner of the property, recording reference of the current owner's acquisition deed and a general description of the property, and plainly

showing the expiration date of any restrictions or conditions.

(c) The arbitration panel shall be dissolved on the tenth day after it renders its findings and recommendations but may be reconvened as provided in Code Section 36-36-116.

(d) The members of the arbitration panel shall receive the same per diem, expenses, and allowances for their service on the committee as is authorized by law for members of interim legislative study committees.

(e) If the panel so agrees, any one or more additional annexation disputes which may arise between the parties prior to the panel's initial meeting may be consolidated for the purpose of judicial economy if there are similar issues of location or similar objections raised to such other annexations or the property to be annexed in such other annexations is within 2,500 feet of the subject property.

36-36-116. Appeal

The municipal or county governing authority or an applicant for annexation may appeal the decision of the arbitration panel by filing an action in the superior court of the county within ten calendar days from receipt of the panel's findings and recommendations. The sole grounds for appeal shall be to correct errors of fact or of law, the bias or misconduct of an arbitrator, or the panel's abuse of discretion. The superior court shall schedule an expedited appeal and shall render a decision within 20 days from the date of filing. If the court finds that an error of fact or law has been made, that an arbitrator was biased or engaged in misconduct, or that the panel has abused its discretion, the court shall issue such orders governing the proposed annexation as the circumstances may require, including remand to the panel. Any unappealed order shall be binding upon the parties. The appeal shall be assigned to a judge who is not a judge in the circuit in which the county is located.

36-36-117. Annexation after conclusion of procedures; remedies for violations of conditions

If the annexation is completed after final resolution of any objection, whether by agreement of the parties, act of the panel, or court order as a result of an appeal, the municipal corporation shall not change the zoning, land use, or density of the annexed property for a period of one year unless such change is made in the service delivery agreement or comprehensive plan and adopted by the affected city and county and all required parties. Following the conclusion of the dispute resolution process outlined in this article, the municipal corporation and an applicant for annexation may either accept the recommendations of the arbitration panel and proceed with the remaining annexation process or abandon the annexation proceeding. A violation of the conditions set forth in this Code section may be enforced thereafter at law or in equity until such conditions have expired as provided in this Code section.

36-36-118. Abandonment of proposed annexation; remedies for violations of conditions

If at any time during the proceedings the municipal corporation or applicant abandons the proposed annexation, the county shall not change the zoning, land use, or density affecting the property for a period of one year unless such change is made in the service delivery agreement or comprehensive plan and adopted by the affected city and county and all

required parties. A violation of the conditions set forth in this Code section may be enforced thereafter at law or in equity until such period has expired. After final resolution of any objection, whether by agreement of the parties, act of the panel, or any appeal from the panel's decision, the terms of such decision shall remain valid for the one-year period and such annexation may proceed at any time during the one year without any further action or without any further right of objection by the county.

FAYETTEVILLE
NO LIMITS ON IMAGINATION

FAYETTEVILLE CITY HALL
210 Stonewall Avenue West
Fayetteville, Georgia 30214
770-461-6029 Telephone
770-460-4238 Facsimile
www.Fayetteville-GA.gov

December 31, 2025

Via Certified Mail
9589 0710 5270 3279 3970 38

Attn: Mr. Lee Hearn, Chairman
Fayette County Board of Commissioners
140 Stonewall Avenue W. Suite 100
Fayetteville, GA 30214

RECEIVED
JAN 02 REC'D
By 2026

Dear Mr. Hearn:

The City of Fayetteville has recently received an application for the annexation/rezoning of three parcels (243.46 acres total) currently zoned O-I (Office Institutional), M-1 (Light Industrial), and C-H (Commercial Highway) in Fayette County. The applicant's submittal was verified for accuracy and officially accepted by City staff on December 24, 2025. The applicant is seeking BP (Business Park) zoning for **parcels 0545 003 and 0545 025**, and LI (Light Industrial) for 1675 Highway 85 North **(parcel 0546 011)**. The properties are located on Highway 85 North and Highway 314.

I have enclosed a copy of the completed annexation/rezoning application, a legal description of the property, a location map, and a completed Staff Annexation Review Form.

The Planning and Zoning Commission will hold a public hearing on Tuesday, January 27, 2026, to make a recommendation on this application. The Mayor and City Council will hold their public hearing to consider the application on Thursday, February 19, 2026.

Please direct any comments or questions concerning this application to Julie Brown, Interim Director of Planning & Zoning.

Sincerely,

Ray Gibson
City Manager

Cc: Mayor, City Council
Director of Community Development
Director of Public Services

STAFF ANNEXATION REVIEW FORM

1. Describe the location of the area to be annexed or attach a clear map indicating the location.

   Parcel Numbers 0545 003, 0545 025, & 0546 011

2. How many landowners/parcels will be included?

   Three landowners, three parcels

3. How does the City propose to designate this area on its future land use map and/or zoning map if the annexation occurs?

   Parcels 0545 003 & 0545 025
   FLUM designation: Business Park (BP)
   Zoning designation: Business Park (BP)

   Parcel 0546 011
   FLUM designation: Business Park (BP)
   Zoning designation: Light Industrial (LI)

4. Refer to sections of the city development ordinances that identify permitted uses for this proposed land use classification.

   UDO Section 204.15: BP (Business Park)
   UDO Section 205.12: LI (Light Industrial)

5. Describe the development plans for the area proposed to be annexed (if the property owner(s) in the area initiated specific development proposals).

   Parcels 0545 003 & 0545 025 are to be developed as a business park. Three buildings are to be built on 0545 0025 for warehousing, industrial, light manufacturing, life science, or research and development uses. Parcel 0545 003 will be used as an access point.

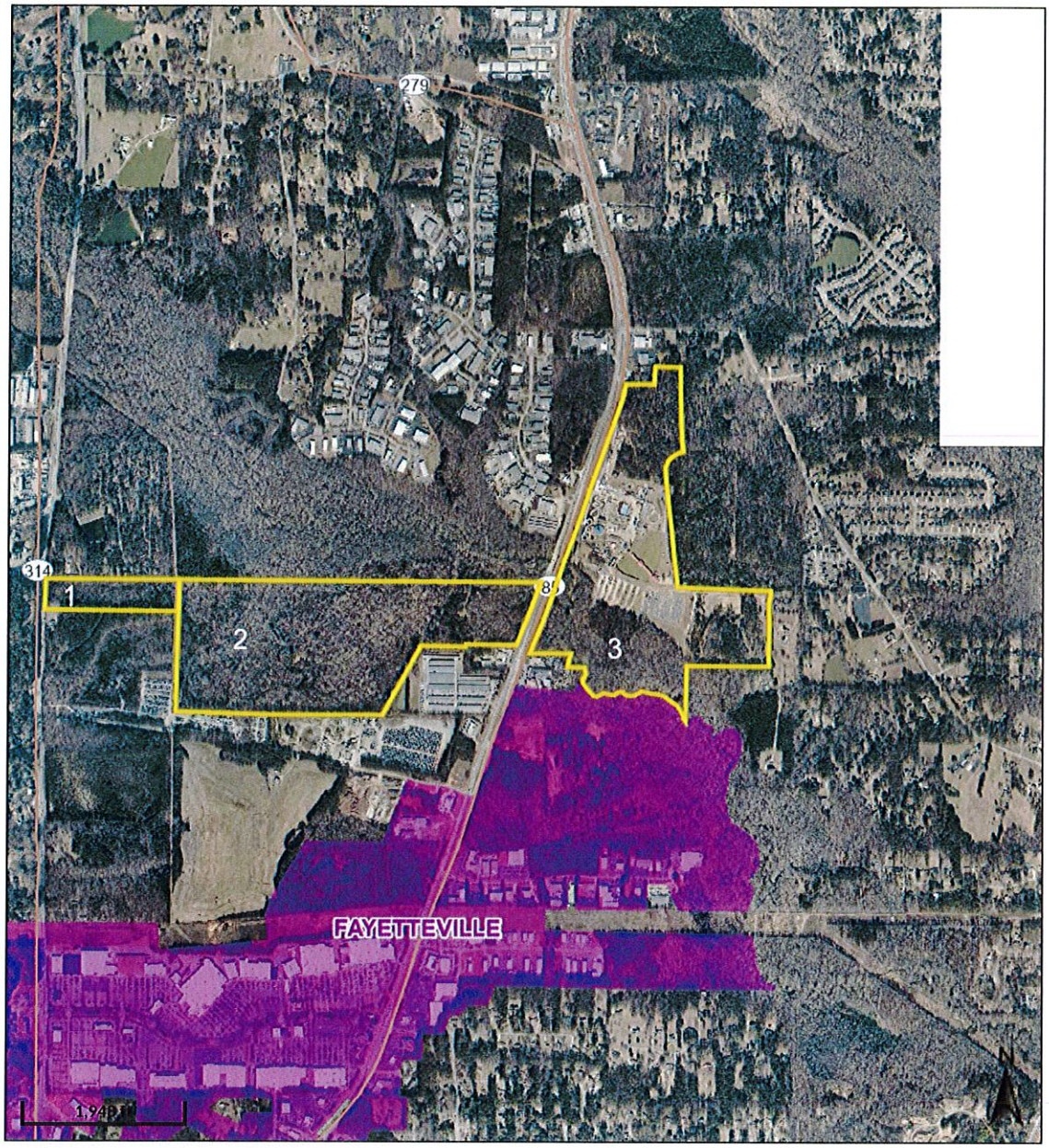
   Parcel 0546 011 is currently Fun Spot of America. They intend to expand food and beverage options in the near future and have long-term plans to add new amenities which require sewer connection.

Form completed by: Nicole Gilbert, Planner

Signature: NGilbert Date: 12/30/25

Fayette County, GA

Fun Spot Annexation Request



Overview

Legend

- Parcels
- Roads

City Limits

- BROOKS
- FAYETTEVILLE
- PEACHTREE CITY
- TYRONE
- WOOLSEY

Date created: 12/29/2025
Last Data Uploaded: 12/29/2025 5:10:33 AM

Developed by SCHNEIDER GEOSPATIAL

1. Parcel 0545 003
2. Parcel 0545 025
3. Parcel 0546 011

STEP TWO ANNEXATION APPLICATION

210 Stonewall Avenue West
Fayetteville, GA 30214
770-719-4177
WWW.FAYETTEVILLE-GA.GOV

Fee: $1000
Date Filed 12 / 19 / 25
Date Accepted 12 / 24 / 25
Notification Sent 12 / 31 / 25
Office Use Only

Overview: The Annexation Review Process is a two-step process to evaluate annexation requests into the City of Fayetteville. Once the City Council has voted on an applicant's Step One application, a Step Two application can be submitted. The recommendation that the annexation request continue to Step Two does not imply that the City Council will approve the annexation application. The Step Two application must be submitted within one (1) year of City Council's vote on the Step One request. Step Two requires the submittal of detailed information as identified in the established rezoning process and the State Annexation Law.

Per State Law, once the application has been submitted to the City, nothing can be altered. The annexation property area and the requested zoning category may not be changed during the review process. In addition, if the annexation is approved, the development intensity may not be increased for one year after the approval date. For example, if a density of 2 units per acre is requested and approved in the Annexation application, the property cannot be rezoned or developed at a density greater than 2 units per acre within one year of approval. It may, however, be developed at a lesser density.

Instructions: All items identified below must be provided before a Step Two application is deemed complete. If the answer to any question is "No," a written explanation must be provided to explain the negative response. Once staff has deemed the application is complete and complies with the State Annexation Law, the annexation request and rezoning shall be heard together in two public hearings. The first required public hearing is with the Planning Commission, where they will make a recommendation to the City Council. The second public hearing is before the City Council, who will vote to approve/deny the request.

SUBMITTAL REQUIREMENTS:

		YES	NO
1	A completed and signed Step Two application.	☑	☐
2	Application fee paid Pd. 12/24/25	☑	☐
3	**Legal Description:** One (1) electronic version (.doc) of the full legal description of the subject tract(s) being considered for annexation	☑	☐
4	**Boundary Survey:** One electronic (.pdf) copy of a survey prepared by a licensed and registered land surveyor that shall identity the extent of the property being considered for annexation. Must be scale no greater than 1"=50' and include:	☑	☐
(a)	Parcel Tax ID number and owner name for each annexation parcel	☑	☐
(b)	Existing lot lines, easements, rights-of-way, including the area in acres or square feet, and abutting land uses or zoning district categories	☑	☐
(c)	A clear delineation of the existing and proposed city limits boundary	☑	☐
(d)	Seal of the surveyor who prepared the survey	☑	☐
(e)	All natural, geological, and/or cultural resources that are on or within 200 feet of the property.	☑	☐
		YES	NO

STEP TWO ANNEXATION APPLICATION

210 Stonewall Avenue West
Fayetteville, GA 30214
770-719-4177
WWW.FAYETTEVILLE-GA.GOV

ANNEXATION METHOD

☒ 100% Methodology	☐ 60% Methodology
• Application requires signatures or signed letters of approval of all current property owners.	• Required signatures or signed letters of approval by property owners of at least 60% of the total annexation acreage. • Requires signed petition by 60% of registered voters in the annexation area. Signatures must include the address and be dated within one (1) year of the Step Two application submittal.

ANNEXATION PARCELS

Parcel ID#:	Address:	Signature:	Indicate signee's role at the address:		Date:
0545 025	0 Corporate Center	See Attached	Owner ☐	Voter ☐	
0545 003	0 Highway 314	See Attached	Owner ☐	Voter ☐	
0546 011	1675 N 85 Hwy	See Attached	Owner ☐	Voter ☐	
			Owner ☐	Voter ☐	
			Owner ☐	Voter ☐	
			Owner ☐	Voter ☐	
			Owner ☐	Voter ☐	

You may attach a separate list of parcels / signatures, or individual signed and dated letters
Signatures from Step One may be used if dated within one (1) year of the Step Two application submittal.
The list of properties cannot be altered once the application is submitted.

APPLICANT OR PROJECT REPRESENTATIVE

Name Corvus Investment Group, LLC c/o Dillard Sellers

Address _____

Phone # _____

Email _____

ATTORNEY

Name __Julie Sellers /Dillard Sellers___

Address 1776 Peachtree St. #415 S, Atl., GA 30309

Phone # ___404-665-1242_____

Email __jsellers@dillardsellers.com_____

UTILITIES

	Existing	Proposed
Water	Fayette County	Fayette County
Sewer	None	City of Fayetteville
Fire/ EMS	Fayette County	City of Fayetteville
Police	Fayette County	City of Fayetteville
Electricity	Coweta Fayette EMC	Coweta Fayette EMC

PROPOSED DEVELOPMENT

Zoning Category Request: Light Industrial and Business Park

Brief Description:

Area for expansion of Fun Spot (existing business) and creation of new business park

AUTHORIZATION BY PROPERTY OWNERS

Application for Annexation and Rezoning
Tax Parcel 0545 003

I swear that I am the owner(s) of the property listed above which is the subject matter of the attached application, as is shown in the records of Fayette County, Georgia. I authorize the applicant named below to act as applicant in the pursuit of an annexation and rezoning request for this property.

Name of Applicant: Corvus Investment Group, LLC c/o Dillard Sellers

Address: 1776 Peachtree Street, Suite 415-South

Atlanta GA 30309
City **State** **Zip Code**

Telephone Number: 404-665-1242

Owners:

Suma Dronavalli
SUMA DRONAVALLI

Sridhar Dronavalli
SRIDHAR DRONAVALLI

SACHIN SHAILENDRA

PAUL SHAILENDRA

AUTHORIZATION BY PROPERTY OWNERS

Application for Annexation and Rezoning
Tax Parcel 0545 025

I swear that I am the owner(s) of the property listed above which is the subject matter of the attached application, as is shown in the records of Fayette County, Georgia. I authorize the applicant named below to act as applicant in the pursuit of an annexation and rezoning request for this property.

Name of Applicant: Corvus Investment Group, LLC c/o Dillard Sellars

Address: 1776 Peachtree Street, Suite 415-South

Atlanta GA 30309
City State Zip Code

Telephone Number: 404-665-1242

Owners:

SHI SHAILENDRA SBS Engineers Inc

R.V. DRONAVALLI

Dronavalli et al

AUTHORIZATION BY PROPERTY OWNER

Application for Annexation and Rezoning (Fun Spot America)
Tax Parcel 0546 011

Fun Spot America of Atlanta, Inc. seeks annexation and rezoning of its property into the City of Fayetteville. As the Property owner of Fayette County Tax Parcel 0546 011, this authorization is being submitted for the Step One Annexation Application.

This 30 day of October, 2025

Fun Spot America of Atlanta Inc.

By: John Arie, Jr

Its: Owner and CEO

DILLARD Sellers
ATTORNEYS AT LAW

Julie L. Sellers
404.665.1242

Email:
jsellers@dillardsellers.com

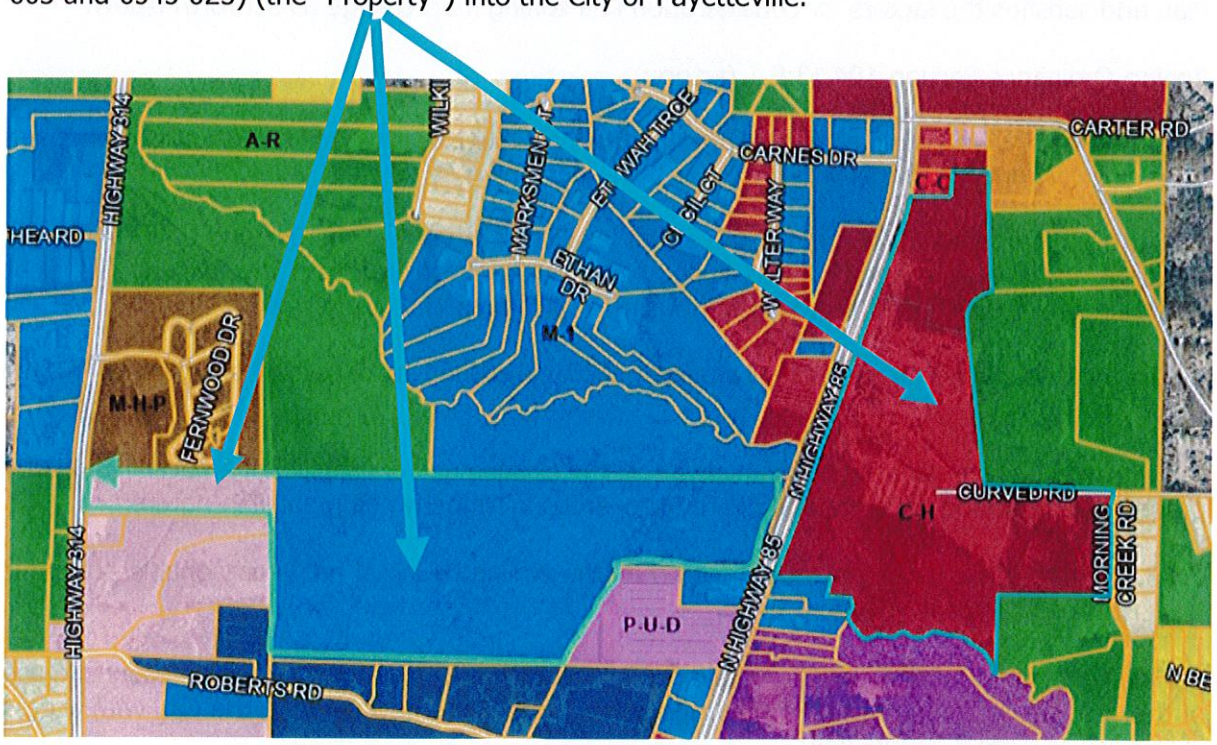
December 18, 2025

City of Fayetteville
210 Stonewall Avenue, West
Fayetteville, GA 30214

Re: Step Two Annexation Application – Supporting Narrative

Dear Mayor Johnson and City Councilmembers:

Please accept this as the Supporting Narrative in connection with the annexation request to bring property located on N Highway 85 and Highway 314 (Fayette County tax parcels 0546 011, 0545 003 and 0545 025) (the "Property") into the City of Fayetteville.



The parcel to the east of Highway 85 is the location of Fun Spot and the remainder of that parcel which is zoned Highway Commercial. Fun Spot intends to annex into the city to support the future growth and the addition of new amenities that require access to public sewer. Near term plans include expanding food and beverage offerings. The two parcels to the west of Highway 85 are undeveloped and zoned Industrial and Office-Institutional. As shown in the submitted site plan, the anticipated development of the west parcels is a multi-use business park including

annexation will have little impact on streets, transportation facilities, or utilities and no impact on schools.

5. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan; and

Yes, the requested zoning conforms with the policy and intent of the comprehensive plan because the future land use map designations of Business Park and Industrial are compatible with the future land use classifications along the north Highway 85 corridor.

6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

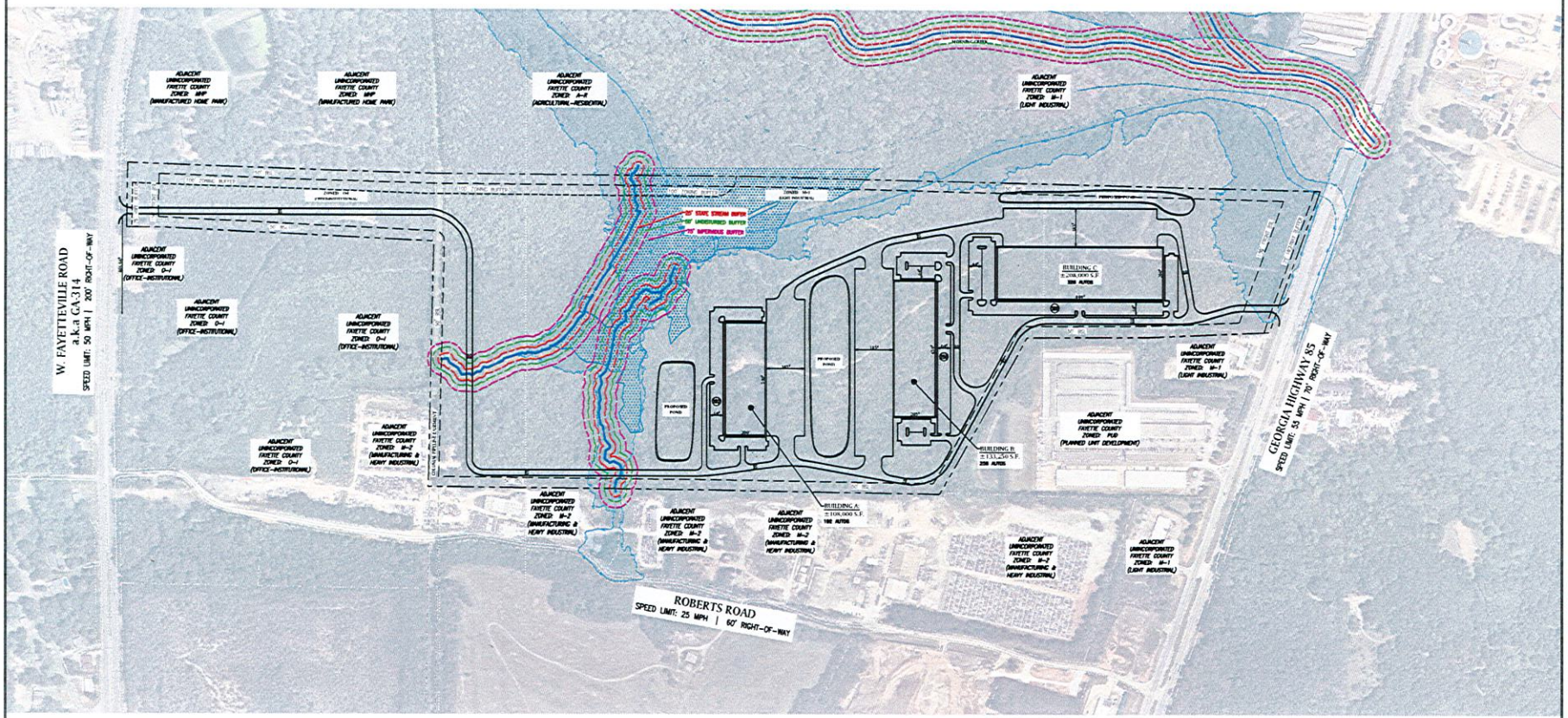
Yes, the lack of ability to connect to sewer in the County is supporting grounds for approval of the annexation and zoning. The approval of the zoning proposal will result in additional economic development for the area which is directly in line with the comprehensive plan.

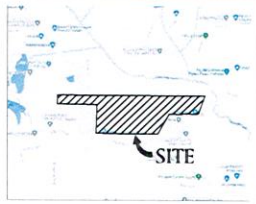
We respectfully request this application for annexation and zoning in the City be approved as requested in this application. We look forward to working with you and taking part in quality growth in the City.

Sincerely,

Dillard Sellers, LLC

Julie L. Sellers





VICINITY MAP

SITE ANALYSIS	
BUILDING A:	±108,000 S.F.
AUTO SPACES:	192 SPACES
BUILDING B:	±133,250 S.F.
AUTO SPACES:	258 SPACES
BUILDING C:	±208,000 S.F.
AUTO SPACES:	328 SPACES
TOTAL BUILDING AREA:	±449,250 S.F.
TOTAL SITE AREA:	±132 ACRES

ANNEXATION AND ZONING PLAN

0 100 200 400 800
SCALE: 1 = 200

PAULSON·MITCHELL·WISE
CIVIL ENGINEERS & PLANNERS
INFO@CIVILPMW.COM
770.650.7655
CIVILPMW.COM
85-A MILL STREET
SUITE 200
ROSWELL, GA 30075

PROJECT:
FAYETTEVILLE HIGHWAY 85
HIGHWAY 85 NORTH
UNINCORPORATED FAYETTE COUNTY, GEORGIA

FOR:
CAMERON PROPERTY CO.
ATLANTA, GEORGIA

ZONING INFORMATION

ZONING CLASSIFICATION

EX. JURISDICTION:	UNINC. FAYETTE COUNTY
PR. JURISDICTION:	CITY OF FAYETTEVILLE
EX. ZONING:	M-1 (LIGHT INDUSTRIAL)
PR. ZONING:	BP (CITY OF FAYETTEVILLE)

BUILDING SETBACKS

FRONT:	150'
SIDE:	50'
REAR:	50'

BUFFERS

HIGHWAY BUFFER:	25'
ZONING BUFFER:	100' ADJ. TO RESIDENTIAL
STATE STREAM BUFFER:	25' UNDISTURBED
CITY STREAM BUFFER:	50' UNDISTURBED
CITY STREAM SETBACK:	75' IMPERVIOUS SETBACK

PARKING SUMMARY

INDUSTRIAL USE:	MIN: NONE
	MAX: 1 SPACE PER 500 SF

LANDSCAPE &BOFL

MAXIMUM IMPERVIOUS ALLOWED:	90%
MINIMUM GREEN SPACE REQ'D	10%

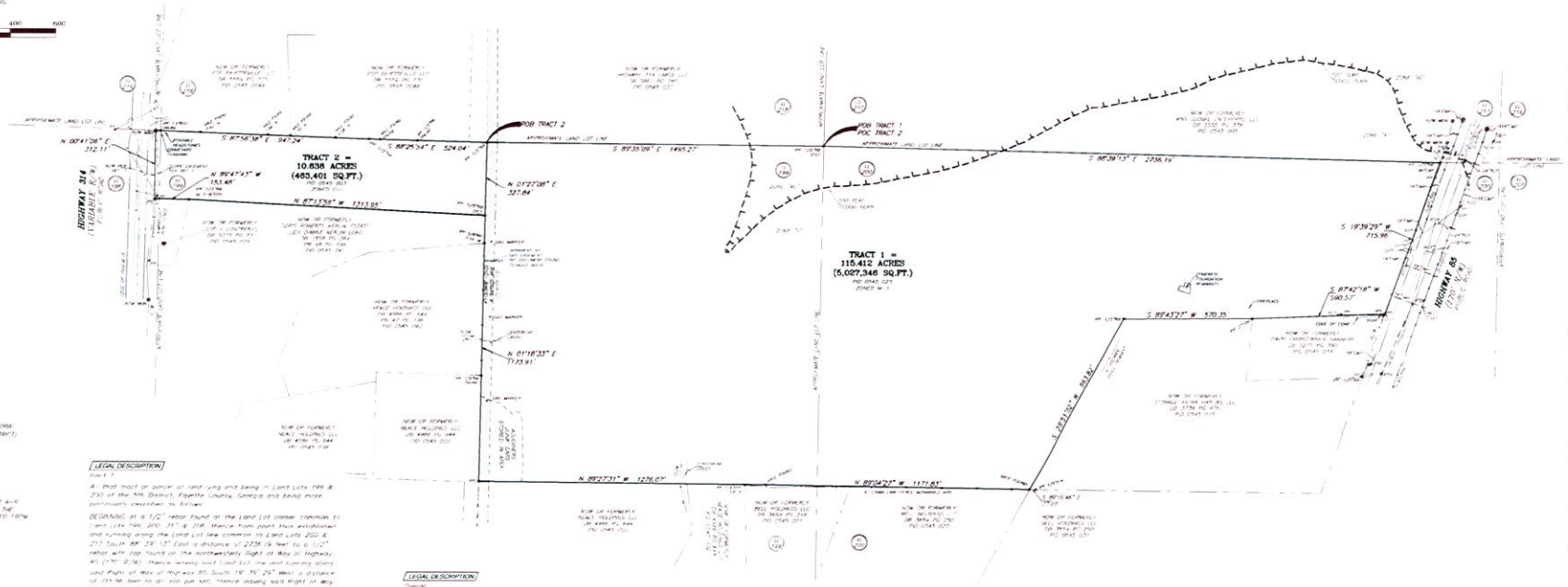
ENVIRONMENTAL

FLOOD PLAIN PRESENT (YES):	FEMA/FAYETTE GIS
STREAMS PRESENT (YES):	NWI/FAYETTE GIS
WETLANDS PRESENT (YES):	NWI/FAYETTE GIS
TOPOGRAPHY DATA:	FAYETTE COUNTY GIS

2023256 z1a.dwg 12.5.25

ANNEXATION AND ZONING PLAN

SHEET Z-1



LEGEND

FIP	IRON PIN FOUND
IPS	IRON PIN SET
PCC	PARCEL ID
RBF	REBAR
TOP	OPEN TOP PIPE
ROW	RIGHT OF WAY
DB	DEED BOOK
PB	PLAT BOOK
PG	PAGE
PID	TAX PARCEL ID
BM	BENCHMARK OR MONUMENT
MH	MANHOLE
LP	LATCH (MAG)
HI	SPOT / HUB
JB	JUNCTION BOX
#TREE	TREE OF GROW (FEET)
HW	HEADWALL
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
DCP	DUCTILE IRON PIPE
COM	TELECOMMUNICATION BOX
AC	AIR CONDITIONER
WM	WATER METER
WV	WATER VALVE
GV	GAS VALVE
C&G	CURB & GUTTER
UP	UTILITY POLE
PP	POWER POLE
LP	LIGHT POLE
TP	TRANSMISSION POWER POLE
TOC	TOP OF CURB
SS	SEWER LINE
SMH	SANITARY MANHOLE
FENCE	FENCE
OHT	TELEPHONE LINE
UGT	UNDERGROUND TELEPHONE LINE
OHP	POWER LINE
UGP	UNDERGROUND POWER LINE
W	WATER LINE
G	GAS LINE
SMH	STORM MANHOLE
#SPOT	SPOT ELEVATION
	11' REGULAR PARKING SPACES
	1 HANDICAP PARKING SPACE
	TRANSFORMER
	CONCRETE PAVING

GRAPHIC SCALE — 1"=200'

ZONING NOTE

THE SUBJECT PROPERTY IS ZONED M-1 (LIGHT INDUSTRIAL DISTRICT) AND ZONED OI-1 (OFFICE-INSTITUTIONAL DISTRICT).

SETBACKS (M-1)
FRONT – MAJOR THOROUGHFARE
ARTERIAL – 100'
COLLECTOR – 80'
MINOR THOROUGHFARE – 65'
SIDE – 25'
REAR – 25'
BUFFER – 2' REAR OR SIDE ABUTS A RESIDENTIAL OR A-R ZONING DISTRICT – 75' BUFFER IN ADDITION TO THE REQUIRED SETBACK. SETBACK SHALL BE MEASURED FROM THE BUFFER.
HEIGHT LIMIT – 40'
LOT COVERAGE – 80%

SETBACKS (O-I)
FRONT – MAJOR THOROUGHFARE
ARTERIAL – 100'
COLLECTOR – 80'
MINOR THOROUGHFARE – 65'
SIDE – 15'
REAR – 15'
BUFFER – 2' REAR OR SIDE ABUTS A RESIDENTIAL OR A-R ZONING DISTRICT – 50' BUFFER IN ADDITION TO THE REQUIRED SETBACK. SETBACK SHALL BE MEASURED FROM THE BUFFER.
HEIGHT LIMIT – 40'
LOT COVERAGE – 60%

REFERENCES

1. BOUNDARY SURVEY FOR SURROUNDING RIDER PROPERTIES BY BURTON & ASSOCIATES DATED DECEMBER 11, 2024.
2. PLAT BOOK 46, PAGE 150.
3. PLAT BOOK 42, PAGE 150.
4. PLAT BOOK 69, PAGE 196.

FLOOD NOTE

THE PORTION OF THE SUBJECT PROPERTY LIES WITHIN A FLOOD HAZARD AREA ZONE "AE" PER FIRM MAP NUMBER 13113C0125F & 13113C0126F, DATED SEPTEMBER 26, 2008. THE REMAINDER OF THE SUBJECT PROPERTY LIES WITHIN A ZONE "X" WHICH IS DEFINED AS AREAS OUTSIDE THE 500 YEAR FLOODPLAIN.

CLOSURE STATEMENT

FIELD INFORMATION UPON WHICH THIS SURVEY IS BASED WAS RECORDED USING CARLSON BRX7 GPS RECEIVERS WITH NEARBY REAL-TIME NETWORK MEASUREMENTS. WITH RESPECT TO THE GNSS NETWORK, THE BASE STATIONS INCLUDED IN SIGNAL MEASUREMENTS WITH POSITIONAL ACCURACY BETTER THAN 0.07'.

THE LINE OR LINES HAVE BEEN DEFLECTED FOR CLOSURE AND IS NOTED TO WITHIN THE YEAR IN: 1:258,211' (+/-)

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 198 & 230 of the 5th District, Fayette County, Georgia and being more particularly described as follows:

BEGINNING at a 1/2" rebar found at the Land Lot corner common to Land Lots 198, 200, 217 & 218; thence from point thus established and running along the Land Lot line common to Land Lots 200 & 217 South 88° 39' 13" East a distance of 2236.19 feet to a 1/2" rebar with cap found on the northwesterly Right of Way of Highway 85 (170' R/W); thence leaving said Land Lot line and running along said Right of Way of Highway 85 South 19° 39' 29" West a distance of 715.96 feet to an iron pin set; thence leaving said Right of Way South 87° 42' 18" West a distance of 580.57 feet to a 2" open top pipe found; thence South 89° 43' 27" West a distance of 570.35 feet to a 1/2" rebar found; thence South 28° 51' 02" West a distance of 883.82 feet to an axle found; thence North 89° 01' 27" West a distance of 1171.83 feet to an axle found; thence North 89° 27' 31" West a distance of 1276.67 feet to an iron pin set; thence North 01° 16' 33" East a distance of 1123.91 feet to a distressed 5/8" rebar found; thence North 01° 27' 08" East a distance of 327.84 feet to a 1/2" rebar found; thence South 89° 35' 09" East a distance of 1495.27 feet to the TRUE POINT OF BEGINNING. Said tract contains 115.412 Acres (5,027,346 Square Feet).

Tract 2
All that tract or parcel of land lying and being in Land Lots 198 & 199 of the 5th District, Fayette County, Georgia and being more particularly described as follows:

To reach the TRUE POINT OF BEGINNING commence at a 1/2" rebar found at the Land Lot corner common to Land Lots 198, 200, 217 & 218; thence running along the Land Lot line common to Land Lots 198 & 218 North 89° 15' 04" West a distance of 1495.27 feet to a 1/2" rebar found and the TRUE POINT OF BEGINNING; thence from point thus established and leaving said Land Lot line South 01° 27' 08" West a distance of 327.84 feet to a distressed 5/8" rebar found; thence North 87° 13' 50" West a distance of 1313.95 feet to a 1/2" rebar found on the Southeasterly Right of Way of Highway 314 (Variable R/W); thence North 89° 47' 43" West a distance of 151.48 feet to an iron pin set on the easterly Right of Way of Highway 314 (Variable R/W); thence running along said Right of Way of Highway 314 North 00° 41' 06" East a distance of 312.11 feet to a Right of Way monument found on the Land Lot line common to Land Lots 198 & 218; thence North 89° 47' 43" West a distance of 151.48 feet to an iron pin set on the easterly Right of Way of Highway 314 (Variable R/W); thence running along said Right of Way of Highway 314 North 00° 41' 06" East a distance of 312.11 feet to a Right of Way monument found on the Land Lot line common to Land Lots 198 & 218; thence North 87° 56' 34" East a distance of 947.24 feet to a 1/2" rebar found; thence running along said Land Lot line common to Land Lots 199 & 218 South 88° 25' 34" East a distance of 524.04 feet to the TRUE POINT OF BEGINNING. Said tract contains 10.638 Acres (463,401 Square Feet).

LEGEND

Overall
All that tract or parcel of land lying and being in Land Lots 198, 199 & 230 of the 5th District, Fayette County, Georgia and being more particularly described as follows:

BEGINNING at a 1/2" rebar found at the Land Lot corner common to Land Lots 198, 200, 217 & 218; thence from point thus established and running along the Land Lot line common to Land Lots 200 & 217 South 88° 39' 13" East a distance of 2236.19 feet to a 1/2" rebar with cap found on the northwesterly Right of Way of Highway 85 (170' R/W); thence leaving said Land Lot line and running along said Right of Way of Highway 85 South 19° 39' 29" West a distance of 715.96 feet to an iron pin set; thence leaving said Right of Way South 87° 42' 18" West a distance of 580.57 feet to a 2" open top pipe found; thence South 89° 43' 27" West a distance of 570.35 feet to a 1/2" rebar found; thence South 28° 51' 02" West a distance of 883.82 feet to an axle found; thence North 89° 01' 27" West a distance of 1171.83 feet to an axle found; thence North 89° 27' 31" West a distance of 1276.67 feet to an iron pin set; thence North 01° 16' 33" East a distance of 1123.91 feet to a distressed 5/8" rebar found; thence North 01° 27' 08" East a distance of 327.84 feet to a 1/2" rebar found; thence South 89° 35' 09" East a distance of 1495.27 feet to the TRUE POINT OF BEGINNING. Said tract contains 126.050 Acres (5,490,747 Square Feet).

OVERALL =
126.050 ACRES
(5,490,747 SQ.FT.)

SURVEYOR'S CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats or other instruments which created the parcel or parcels are stated hereon. Recordation of this plat does not imply approval of any local jurisdiction, availability of permits, compliance with local regulations or requirements, or suitability for any use or purpose of the land. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors as set forth in O.C.G.A. 15-6-67.

Gary P. Hibbs Jr., R.L.S. #3579 — October 17, 2025 — Date

TAX PARCEL ID
TRACT 1
0547 003
TRACT 2
0547 003

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These drawings and their reproductions are the property of the surveyor and may not be reproduced or used in any way without the written permission of the surveyor.

This plat was prepared by the exclusive use of the person, persons, or entity named. Transfer of this plat to any other party is void. Reliance upon this plat by any party not named, without express permission by the surveyor, is done at your own risk.

TSS
TECHNICAL SURVEY SERVICES, INC.
1145 Bishop Road, Ste. 125
Chesapeake, Virginia 23320
(757) 410-2441 office
www.tssurveys.com
info@tssurveys.com

No	Revision	Date

Field Date: 10-7-2025
Plat Date: 10-13-2025
Scale: 1" = 500'

BOUNDARY SURVEY
FOR
CAMERON PROPERTY COMPANY
TAX ID: 0547 003 & 0547 - 5th DISTRICT
FAYETTE COUNTY, GEORGIA

SHEET 1 OF 1

DRAWN BY: NCT
CHECKED BY: GPH
APPROVED BY: GPH

THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT

NOTES:
1. REFERENCE DEED BOOK 4541, PAGE 390 AND DEED BOOK 4450, PAGE 664 OF FAYETTE COUNTY RECORDS.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS AND OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN, WERE NOT SURVEYED TO THIS OFFICE.

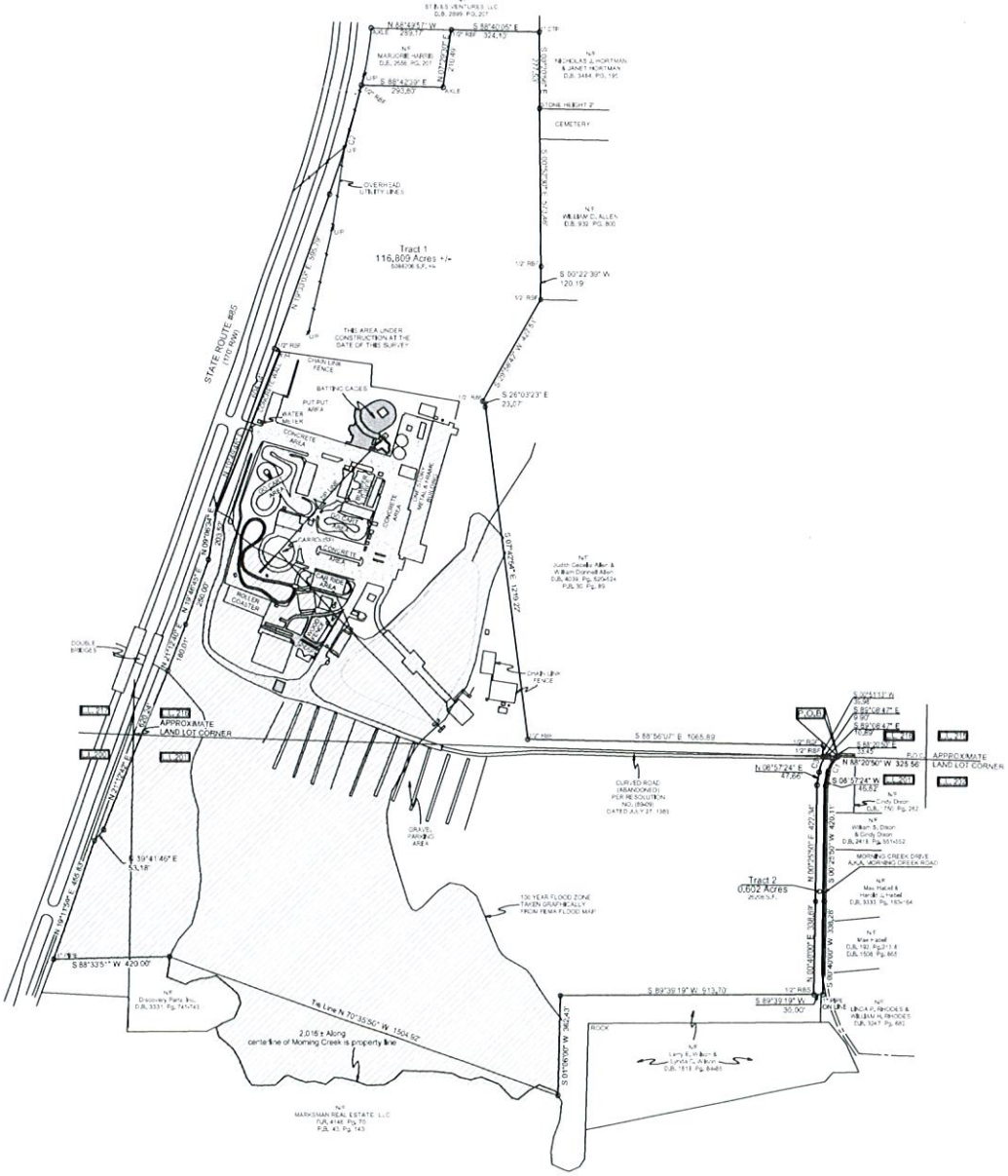
CLOSURE STATEMENT:
THE FIELD DATA UPON WHICH THIS PLAT IS BASED, HAS A CLOSURE PRECISION OF ONE FOOT IN 37,697 FEET AND AN ANGULAR ERROR OF 00° 00' 03" PER ANGLE POINT AND HAS BEEN ADJUSTED USING THE COMPASS RULE METHOD.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000+ FEET.

ANGULAR & LINEAR MEASUREMENTS WERE OBTAINED USING A LEICA TS02 TOTAL STATION.

FLOOD STATEMENT:
A PORTION OF THE PROPERTY LIES WITHIN IN A 100 YEAR FLOOD ZONE AS PER COMMUNITY PANEL No. 13113C0136E AND 13113C0138E, EFFECTIVE DATE 09/26/2008.

Grid North
West Zone
NAD 83



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	72.58'	72.96'	69.83'	S 31°52'21" W
C2	3150.00'	411.26'	411.07'	N 15°52'40" E

CURVE	RADIUS	ARC LENGTH	CHORD	CHORD LENGTH	CHORD BEARING
A-1	3241'	1,504'	1,504'	1,25	N 75°35'50" E

0 200 400 600
GRAPHIC SCALE
1" = 200'

SURVEYORS CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL, OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECREATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE" AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN. THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE GEORGIA PLAT ACT (O.C.G.A. SECTION 15-6-67).

BY: SHANNON A. GASKINS, SR. GEORGIA REGISTERED LAND SURVEYOR NO. 1620

DATE 10 / 26 / 2021

LEGEND:
D.B. = DEED BOOK
F.W.P.D. = FIELD WORK PERFORMED DATE
L.L. = LAND LOT
L.L.L. = LAND LOT LINE
N/F = NOW OR FORMERLY
D.B. = DEED BOOK
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
RBF = REBAR FOUND
RBS = REBAR SET
R/W = RIGHT OF WAY
CB = CATCH BASIN
MH = MEN INLET
WM = WATER METER
BL = BUILDING LINE

Job No. SA21-096A	
Drawn By: MAR	Reviewed By: SAG
Issue Date: 10/26/2021	
F.W.P.D.: N/A	
Revisions	Date

GEORGIA REGISTERED LAND SURVEYOR No. 1620 SHANNON A. GASKINS

Prepared For:
FUN SPOT AMERICA OF ATLANTA, INC. and TRUIST BANK

Property Location
Land Lot 200, 201, & 216 of the 5th Land District
Fayette County, Georgia

S.A. GASKINS & ASSOCIATES, LLC
Surveying • Planning • Development Consultants
P.O. BOX 321
BROOKS, GA 30205
sagaskins@bellsouth.net
PHONE 770-463-8342

BOOK 168 PAGE 322

WARRANTY DEED

STATE OF GEORGIA COUNTY OF FAYETTE

THIS INDENTURE, Made the day of September in the year one thousand nine hundred eighty seven, between

A.R. EVANS

of the County of , and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

SUBRAMANYAM P. REDDY, AS TRUSTEE FOR JYOTSNA VANAPALLI, BHANU KIRAN VANAPALLI, HIMA BINDU VANAPALLI, ALL MINORS, as to 10% interest, SUBRAMANYAM K. NAIDU, as to 12 1/2% interest, RAMACHANDRA G. REDDY, as to 5% interest, S. RAGHAVA REDDY, as to 5% interest, PARVATHY KANCHERLA, as to 10% interest, SUBRAMANYAM P. REDDY, as to 5% interest, S&S ENGINEERS, INC., as to 5% interest, R.V. DRONAVALLI, M.D., P.C., DEFINED BENEFIT PENSION PLAN TRUSTEE, as to 20% interest, I.J. REDDY, M.D., P.C., as to 12 1/2% interest, RAJYALAKSHMI MOHAN, as to 10% interest, K.M. MATHEW, as to 5% interest

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that; Grantor, for and in consideration of the sum of Ten and 00/100 plus all other good and valuable consideration ($10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lots 199 and 200 of the 5th District of Fayette County, Georgia and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Fayette County, Georgia
Real Estate Transfer Tax
Paid 1,894.90 Date 9-22-87
Clerk of Superior Court

FILED 9-22-, 1987, 10 AM
RECORDED 9-22- 1987
W. A. Ballard
CLERK SUPERIOR COURT

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

A.R. Evans
A.R. EVANS

Sworn to and subscribed
before me this 17 day
of September, 1987

WITNESS

Kimberly L. Williams
NOTARY PUBLIC

Type: QCD
Recorded: 12/2/2024 3:06:00 PM
Fee Amt: $25.00 Page 1 of 2
Transfer Tax: $0.00
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court

Participant ID: 8292509134

BK 5784 PG 143 - 144

..... [ABOVE SPACE RESERVED FOR RECORDING DATA].....

THIS INSTRUMENT WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION FROM INFORMATION FURNISHED TO PREPARER. PREPARER MAKES NO FURTHER WARRANTIES AS TO TITLE TO THE PROPERTY OR TO THE ACCURACY OF THE INFORMATION FURNISHED.

Return to: Thomas Walters, PLLC, ATTN: Darian Gann
405 Scenic Hwy, Lawrenceville, Georgia 30046

STATE OF GEORGIA
COUNTY OF GWINNETT

QUITCLAIM DEED

This instrument made and entered into on this the 2nd day of December 2024, by and between R.V. DRONAVALLI, hereinafter referred to as GRANTOR, and **RAMANJANEYULU DRONAVALLI** and **KUSUMA DRONAVALLI**, Trustees, **DRORAMKUS TRUST**, dated the 2nd day of December 2024, hereinafter referred to as GRANTEE.

WITNESSETH

KNOW ALL MEN BY THESE PRESENT that Grantor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, convey and quitclaim unto the said Grantee forever all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in Fayette County, Georgia, to-wit:

ALL OF GRANTORS TWENTY (20) PERCENT UNDIVIDED INTEREST IN AND TO THE FOLLOWING:

All that tract or parcel of land lying and being in Land Lots 199 and 200 of the 5th District of Fayette County, Georgia, being more particularly desciood as follows:

BEGINNING at an iron pin located at the intersection of the North land lot line of Land Lot 200 with the Northwesterly right-of-way line of Georgia State Highway No. 85 (said highway having a 170 foot right-of-way); running thence South 18 degrees 31 minutes West along said right-of-way line 745.25 feet to an iron pin; running thence South 89 degrees 13 minutes West 1,129.9 feet to an iron pin on the center line of an old abandoned railroad right-of-way; running thence South 28 degrees 00 minutes West, along the center line of said abandoned railroad right-of way 864 feet to an iron pin running thence South 89 degrees 54 minutes West 2,452.7 feet to an iron pin; running thence North 0 degrees 44 minutes East 1,502.2 feet to an iron pin on the North land lot line of Land Lot 199; running thence East along the North land lot line of Land Lot 199 and continuing East along the North land lot line of Land Lot 200, 4,205.6 feet

Doc ID: 010201610005 Type: WD
Recorded: 08/09/2017 at 10:30:00 AM
Fee Amt: $2,678.00 Page 1 of 5
Transfer Tax: $2,660.00
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court
BK 4641 PG 385-389

Return to:
Warner, Hooper & Ramsey, P.C.
101 World Drive – Suite 325
Peachtree City, Georgia 30269

STATE OF GEORGIA

COUNTY OF FAYETTE

LIMITED WARRANTY DEED

This indenture made this **2nd** day of **August, 2017,** between **JEW PROPERTIES, LLC**, a Georgia limited liability company, as party of the first part, hereinafter called Grantor, and **FUN SPOT AMERICA OF ATLANTA, INC.**, a Georgia corporation, as party of the second part, hereinafter called Grantee (the word "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits).

WITNESSETH: that Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

All that tract or parcel of land lying and being in Land Lots 200, 201, and 216 of the 5th District of Fayette County, Georgia and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

This conveyance is made subject to all zoning ordinances, easements and restrictions of record affecting said property.

To have and to hold the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in fee simple.

EXHIBIT "A"

TRACT ONE

All that tract or parcel of land lying and being in Land Lot 216 of the 5th Land District of Fayette County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin found on the Southeasterly side of State Highway 85, 1640.4 feet Southwesterly as measured along the Southeasterly side of State Highway 85 from the intersection of the Southeasterly side of State Highway 85 with the North line of Land Lot 216; run thence South 18 degrees, 05 minutes West along the Southeasterly side of State Highway 85 a distance of 137.1 feet to an iron pin placed; run thence North 89 degrees, 28 minutes East a distance of 404.9 feet to an iron pin found; run thence North 2 degrees, 41 minutes East a distance of 101 feet to an iron pin found; run thence North 88 degrees 00 minutes West 368 feet to the Southeasterly side of State Highway 85 and the POINT OF BEGINNING, being improved property having a one-story frame house thereon and being more particularly shown on a survey prepared by Georgia Land Surveying Co., Inc. dated March 15, 1978.

TRACT TWO

All that tract or parcel of land lying and being in Land Lot 216 of the 5th District of Fayette County, Georgia consisting of 0.976 acres and being more particularly described as follows:

COMMENCE at the Southeast corner of Land Lot 216; thence along the South line of Land Lot 216 North 89 degrees, 19 minutes, 16 seconds West a distance of 359.01 feet to a 5/8" rebar; thence continuing along said Land Lot line South 89 degrees, 5 minutes 47 seconds West a distance of 20.79 feet to a 5/8" rebar and THE POINT OF BEGINNING; thence continuing along the South land lot line of Land Lot 216 South 89 degrees, 52 minutes, 47 seconds West a distance of 1,060.00 feet to a ½" rebar; thence leaving the South line of Land Lot 216 North 06 degrees, 53 minutes, 53 seconds West a distance of 40.47 feet to a 5/8" rebar; thence North 68 degrees 52 minutes, 47 seconds East a distance of 1,066.18 feet to a 5/8 rebar; thence South 00 degrees, 07 minutes, 13 seconds East a distance of 40.00 feet to the POINT OF BEGINNING.

TRACT THREE

All that tract or parcel of land lying and being in Land Lots 200, 201 and 216 of the 5th Land District of Fayette County, Georgia and being more particularly described as follows:

COMMENCING at an iron pin found at the Northeast corner of Land Lot 201, the common corner of Land Lots 201, 202, 215, and 216; thence running along the North line of Land Lot 201, North 88 degrees, 34 minutes, 25 seconds West for 359.83 feet to an iron pin found and the POINT OF BEGINNING; thence departing said land lot line and running along the Western side of Morning Creek Drive, South 01 degree, 02 minutes, 54 seconds West for 481.96 feet to an iron pin found; thence continuing along the Western side of Morning Creek Drive, South 01 degree, 17 minutes 04 seconds West for 338.28 feet to an iron pin set; thence departing the West side of Morning Creek Drive and running North 89 degrees, 58 minutes 42 seconds West for 943.70 feet to an iron pin set; thence running South 01 degree, 27 minutes, 58 seconds West for 362.43 feet (to the centerline of Morning Creek) passing an iron pin set at 330.00 feet; thence running along the centerline of Morning Creek the following courses and distances: North 29 degrees 45 minutes 19 seconds West 16.64 feet; North 66 degrees 53 minutes 06 seconds West 64.63 feet; South 61 degrees 35 minutes 20 seconds West 41.38 feet; South 50 degrees 28 minutes 41 seconds West 52.35 feet; North 76 degrees 37 minutes 45 seconds West 23.98 feet; North 43 degrees 18 minutes 58 seconds West 68.82 feet; North 89 degrees 48 minutes 48 seconds West 72.21 feet; South 74 degrees 34 minutes 40 seconds West 40.34 feet; North 75 degrees 44 minutes 32 seconds West 35.86 feet; North 63 degrees 13 minutes 40 seconds West 31.37 feet; 83 degrees 54 minutes 28 seconds West 72.76 feet; North 89 degrees 22 minutes 19 seconds West 44.28 feet; North 86 degrees 13 minutes 28 seconds West 67.12 feet; South 45 degrees 51 minutes 05 seconds West 42.63 feet; South 60 degrees, 23 minutes, 38 seconds West 43.53 feet; South 86 degrees, 59 minutes, 40 seconds West 57.97 feet; North 69 degrees 06 minutes 56 seconds West 35.66 feet; North 76 degrees 52 minutes 24 seconds West 52.45 feet; North 87 degrees 06 minutes 29 seconds 29.21 feet; South 53 degrees 47 minutes 57 seconds West for 36.05 feet; North 77 degrees, 37 minutes 16 seconds West 42.27 feet; South 84 degrees 11 minutes 11 seconds West

59.55 feet to a point; thence running South 11 degrees 34 minutes 50 seconds West along the centerline of a branch 256.65 feet to a point; thence running South 24 degrees 25 minutes 17 seconds West 126.73 feet to a point; thence running South 49 degrees 03 minutes 37 seconds West 102.84 feet to a point; thence running South 47 degrees 08 minutes 26 seconds West 38.75 feet to a point; thence running South 35 degrees 49 minutes 37 seconds West 80.86 feet to a point; thence running South 34 degrees 21 minutes 01 second West 145.90 feet to a point; thence running South 10 degrees 57 minutes 52 seconds West 46.29 feet to a point; thence running South 04 degrees 01 minutes 58 seconds West 88.46 feet to an iron pin set on the line dividing Land Lots 201 and 216 also being the Northerly property line of property now or formerly owned by Paul K. Grivet; thence running South 89 degrees 09 minutes 28 seconds West along the line dividing Land Lots 201 and 216, 535.00 feet to the POINT OF BEGINNING; containing 24.39 acres, more or less, as shown on the survey referenced above and having improvements thereon known as 1675 State Route 85, Fayetteville, Georgia, according to the present numbering system in Fayette County, Georgia.

TRACT FIVE:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 216 of the 5th District of Fayette County, Georgia, being more particularly shown on that survey prepared for Chicago Title Insurance Company, Johnie E. Williams and Dianne G. Williams and Dixieland Fun Park, Inc. and Gulf Coast Bank and Trust Company, prepared by Delta Surveyors, Inc., John W. Clark, R.L.S. No. 2333, dated August 11, 1994, and recorded in Plat Book 25, Page 76, Fayette County records, which plat is incorporated herein by reference and being more particularly described as follows:

BEGINNING at an iron pin set on the Land Lot line dividing Land Lots 216 and 201, 821.25 feet Easterly along said Land Lot lines from the corner common to Land Lots 200, 201, 211 and 216; thence running North 04 degrees 01 minutes 58 seconds East 88.46 feet to a point; thence running North 10 degrees 57 minutes 52 seconds East 46.29 feet to a pin; thence running North 34 degrees 21 minutes 01 second East 145.90 feet to a point; thence running North 35 degrees 49 minutes 37 seconds East 80.86 feet to a point; thence running North 47 degrees 08 minutes 26 seconds East 38.75 feet to a point; thence running North 49 degrees 03 minutes 37 seconds East 102.84 feet to a point; thence running North 24 degrees 25 minutes 17 seconds East 126.73 feet to a point; thence running North 11 degrees 34 minutes 50 seconds East along the center line of a branch 256.65 feet to a point; thence running North 37 degrees 52 minutes 15 seconds East 59.55 feet to a point; thence running North 29 degrees 21 minutes 43 seconds East 49.55 feet to a point; thence running North 02 degrees 50 minutes 44 seconds West 136.19 feet to a point; thence running North 11 degrees 34 minutes 11 seconds East 125.19 feet to a point; thence running North 06 degrees 55 minutes 34 seconds East 48.05 feet to a point; thence running North 13 degrees 09 minutes 29 seconds East 86.72 feet to a point; thence running South 06 degrees 54 minutes 44 seconds East 1,259.27 feet to an iron pin set on the Land Lot line dividing Land Lots 216 and 201; thence running South 89 degrees 09 minutes 28 seconds West along Curved Road (dirt road), also being the line dividing Land Lots 216 and 201, and the Northerly property line of property now or formerly owned by Grivet, 650.39 feet to an iron pin set and the POINT OF BEGINNING, containing 8.00 acres as more particularly shown on the survey referenced above.

LESS AND EXCEPT that portion of the above-described property conveyed pursuant to that certain Right-of-Way Deed from JD 1658 Properties, LLC to Department of Transportation, dated December 6, 2005, recorded December 8, 2005, in Deed Book 2917, Page 623, in the office of the Clerk of Superior Court of Fayette County, Georgia.

LESS AND EXCEPT that portion of the above-described property conveyed pursuant to that certain Right-of-Way Deed from JD 1658 Properties, LLC to Department of Transportation, dated December 6, 2005, recorded December 8, 2005, in Deed Book 2917, Page 634, in the office of the Clerk of Superior Court of Fayette County, Georgia.

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=70366579&key1=4641&key2=385&county=56&countyname=FAYETTE&userid=621896&ap... 5/5

FILED & RECORDED
FAYETTE COUNTY, GA.
'00 MAY 30 AM 10 09
W.A. BALLARD, CLERK

BOOK 1502 PAGE 528

WINDHAM AND SAULS, P.C.
P. O. BOX 870008
MORROW, GA 30287
770-961-0988
770-968-0251 (Fax)
00-00295

FAYETTE COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID 110.00
DATE 5-30-00
W.A. Ballard
CLERK OF SUPERIOR COURT

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FAYETTE

This Indenture made this **22nd** day of **May,** in the year **Two Thousand** , between FREDERICK RONALD KERLIN, SR., of the County of CLAYTON, State of Georgia, as party or parties of the first part, hereinunder called Grantor, and SRIDHAR DRONAVALLI 25%, SUMA DRONAVALLI 25%, SACHIN D. SHAILENDRA 25%, AND SAKET PAUL SHAILENDRA 25%, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100 ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 198 AND 199 OF THE 5TH LAND DISTRICT OF FAYETTE COUNTY, GEORGIA, AND BEING 10.708 ACRES, MORE OR LESS, AS PER SURVEY DATED JULY 30, 1993, PREPARED BY LUM C. HALL, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF GEORGIA STATE ROUTE 314 (100 FOOT RIGHT OF WAY) WITH THE NORTHERLY LAND LOT LINE OF LAND LOT 198 AND RUNNING THENCE SOUTH 89 DEGREES 14 MINUTES 33 SECONDS EAST A DISTANCE OF 947.71 FEET TO A POINT; RUNNING THENCE SOUTH 89 DEGREES 45 MINUTES 27 SECONDS EAST A DISTANCE OF 523.76 FEET TO A POINT; RUNNING THENCE SOUTH 00 DEGREES 06 MINUTES 03 SECONDS WEST A DISTANCE OF 328.00 FEET TO A POINT; RUNNING THENCE NORTH 88 DEGREES 31 MINUTES 26 SECONDS WEST A DISTANCE OF 1313.92 FEET TO A POINT; RUNNING THENCE SOUTH 88 DEGREES 23 MINUTES 24 SECONDS WEST A DISTANCE OF 173.35 FEET TO A POINT, WHICH POINT IS LOCATED ON THE SOUTHEASTERLY RIGHT OF WAY OF GEORGIA STATE ROUTE 314; RUNNING THENCE NORTH 02 DEGREES 54 MINUTES 44 SECONDS EAST, AND FOLLOWING ALONG SAID RIGHT OF WAY, A DISTANCE OF 314.17 FEET TO A POINT AND THE POINT OF BEGINNING.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE.**

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

J. D. WINDHAM NOTARY PUBLIC GEORGIA CLAYTON COUNTY MY COMM. EXPIRES NOV. 11, 2001

Frederick Ronald Kerlin Sr. (Seal)
FREDERICK RONALD KERLIN, SR.

MAYOR
Edward J. Johnson, Jr.

CITY MANAGER
Ray Gibson

CITY CLERK
Chelsea Siemen

FAYETTEVILLE
NO LIMITS ON IMAGINATION

COUNCIL
Scott Stacy,
Mayor Pro Tem
Darryl Langford
Joe Clark
Richard Hoffman
Niyah Glover

12-09-2025

Re: Sewer availability

The properties located in Land Lots 199, 200, and 201 in the 5th District of Fayette County, located at parecle 0546011, 0545003, and 0545025 as shown in the Fayette County Tax database, conceptually will be furnished with enough capacity sewer service to provide for the needs required for the proposed development based upon the information provided to the City. If there is a high discharge proposed development, the City would have to evaluate it independently from the current request. The owner or developer will be responsible for any additions or changes that will be made to the City's sanitary sewer systems and any necessary easement acquititions required.

The owner/developer is responsible for providing all engineering details to accomplish this tie-in to the City's sanitary sewer system. All work done shall comply with the City's Developmental Standards.

If you have any questions feel free to call me at (770) 460-4664.

Thank you,
Cajen Rhodes
Cajen Rhodes
Director of Public Services

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS & GIFTS

The undersigned below, making application for rezoning action, has complied with the City of Fayetteville Code Section 3.05, and with the Official Code of Georgia Section 36-67A-1, et. seq. *Conflict of Interest in Zoning Actions*, and has submitted or attached the required information on this form as provided.

All individuals, business entities[1], or other organizations[2] having a property interest, financial interest, or other interests[3] in property subject of this application are as follows (attach additional if necessary):

_____

_____

Have you as applicant or anyone associated with this application or property, within the last two (2) years immediately preceding this application, made campaign contributions aggregating $250 or more to a member of the City of Fayetteville Planning Commission or the City of Fayetteville Mayor and City Council? Please circle your response:

YES NO

IF YES: Please complete the following section (attach additional sheets if necessary).

Name and Official Position of Government Official	Contribution Description and Dollar Amount	Date of Contribution

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

Signature of Applicant

Lance Ravenscraft / authorized signatory
Type/Print Name and Title

Signature of Applicant's Representative

Type/Print Name and Title

Signature of Notary Public

(Affix Seal Here)

CHRIS CHOI GWINNETT COUNTY, GEORGIA NOTARY PUBLIC COMMISSION EXPIRES OCTOBER 31, 2026

[1] Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust.

[2] Other organization means non-profit organization, labor union, lobbyist, or other industry or casual representative, church, foundation, committee, club, charitable organization, or educational organization.

[3] Property interest means the direct ownership of real property and includes any percentage of ownership. Financial interest means direct ownership of 10% or more of the total assets or capital stock of a business entity.

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YES **(NO)**

IF YES: Please complete the following section (attach additional sheets if necessary).

Name and Official Position of Government Official	Contribution Description and Dollar Amount	Date of Contribution

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

R V Dronavalli CC
Signature of Applicant

R-V-DRONAVALLI
Type/Print Name and Title

Dronavalli et al
Signature of ~~Applicant's Representative~~

SRI SHAILENDRA / Rep.
Type/Print Name and Title

Signature of Notary Public

(Affix Seal Here)

CHRIS CHOI NOTARY PUBLIC COWETA COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 07, 2025

[1] Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust.

[2] Other organization means non-profit organization, labor union, lobbyist, or other industry or casual representative, church, foundation, committee, club, charitable organization, or educational organization.

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DISCLOSURE OF CAMPAIGN CONTRIBUTIONS & GIFTS

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YES **(NO)**

IF YES: Please complete the following section (attach additional sheets if necessary).

Name and Official Position of Government Official	Contribution Description and Dollar Amount	Date of Contribution

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

R V Dronavalli CC

Signature of Applicant

R-V-DRONAVALLI

Type/Print Name and Title

Signature of Applicant's Representative

SHI SHAILEN DRA

Type/Print Name and Title

Signature of Notary Public

Affix Seal Here

CHRISTY CHOI NOTARY PUBLIC GWINNETT COUNTY GEORGIA MY COMMISSION EXPIRES OCTOBER 07, 2024

[1] Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust.

[2] Other organization means non-profit organization, labor union, lobbyist, or other individual or casual representative, church, foundation, committee, club, charitable organization, or educational organization.

[3] Property interest means the direct ownership of real property and includes any percentage of ownership. Financial interest means direct ownership of 10% or more of the total assets or capital stock of a business entity.

Sec. 204.9. BP – Business Park.

The Business Park District is established to foster the development of employment-based uses such as corporate offices, light manufacturing and other uses that contribute to the creation of a regional employment center. Because of the presence of a high number of employees, these developments should be designed in a manner that accommodates pedestrian, bicycle and other modes of alternate transportation.

This district is intended to provide for the establishment of planned, mixed-use developments along major thoroughfares. Access onto these thoroughfares should be kept to a minimum in order to protect the vitality of the roadway; to establish a positive first impression for persons entering the city; and to maintain a quality appearance which will stabilize or increase property values.

Sec. 204.10. - 14. Reserved.

DIVISION 3. SCHEDULE OF USES.

Sec. 204.15. Commercial and business districts.

Land and buildings in the Commercial and Business Districts shall only be used in accordance with the following table:

Principal use (P).	Authorized by-right, subject to all other applicable provisions of this ordinance.
Accessory use (P+)	Authorized subject to supplemental use regulations as identified in the referenced section.
Conditional use (C).	Authorized pursuant to supplemental regulations identified in the referenced section and in accordance with the provisions of Sec. 207.26.
Not Permitted.	A blank cell indicates the specified use is not permitted.

See section 206.7 for uses allowed in the PCD District.

Schedule of land use: Commercial and Business Districts

Use	NC	C - 4	PO	BP	See Section
Accommodations, hospitality and entertainment					
Banquet or meeting hall	P	P			
Commercial indoor recreation facility		P			
Hotel	C	C	C	C	203.29.
Microbrewery	P	P			
Restaurant	P	P	P	P	
Restaurants with a drive-thru	P+	P+			207.10.
Tap house/brewpub/wine bar	P	P			
Theater	P	P			
Civic and institutional					
Community oriented cultural facility	P	P	P	P	
Government facility	P	P	P	P	
Park	P	P	P	P	

Use	NC	C - 4	PO	BP	See Section
Place of public worship and general places of assembly	C	C	C	C	Sec. 207.34.
School, college or university	P	P	P	P	
School (K-12), private	C	C	C	C	Sec. 207.35.
School (K-12), public	P	P	P	P	
School, specialized training	P	P	P	P	
Group living					
Adult day center	C		C		Sec. 207.40.
Assisted living/memory care facility	C		C		Sec. 207.41.
Community living arrangement	C		C		Sec. 207.42.
Narcotic treatment center	C		C		Sec. 207.43.
Skilled nursing facility	C		C		Sec. 207.45.
Offices and services					
Animal services, no outside kennels	P	P	P	P	
Child care facility	P	P	P	P	Sec. 207.9.
Contractor facility		P	P	P	
Data centers and technology-related facilities				P	
Drive-thru facilities for automated teller machines, banks and pharmacies	P+	P+	P+	P+	207.11.
Electronic equipment facilities and assembly plants				P	
Fitness club	P	P	P	P	
Funeral home and accessory crematory		P	P	P	
Hospital			P	P	
Life science-related facilities			P	P	
Locksmiths and gunsmiths, no firing range			P	P	
Medical and dental offices, clinics and laboratories		P	P	P	
Medical supplies and sales		P	P	P	
Mini-warehouse/self-storage, with common entry/entries		C			207.66.
Non-emergency medical transport services	P		P	P	
Offices, professional	P	P	P	P	
Offices and services with a drive-thru		P+	P+	P+	207.11.
Optometry and vision care facilities	P	P	P	P	
Outdoor storage				C	207.65.
Personal services	P	P	P	P	
Research and testing facilities and laboratories	P		P	P	
Vehicle repair		C			207.67.
Vehicle wash		P			

Use	NC	C-4	PO	BP	See Section
Outdoor storage				C	207.65.
Personal services	P	P	P	P	
Research and testing facilities and laboratories	P		P	P	
Vehicle repair		C			207.67.
Vehicle wash		P			
Retail					
Building supply and sales		P			
Convenience stores, gasoline and diesel fuel sales		C			207.56.
Dry cleaning facilities	P	P			
Flea market		C			207.58.
General retail (single tenant < 16,000 SF)	P	P			
General retail (single tenant > 16,001 SF)		P			
Outdoor display	P+	P+			207.12.
Nurseries and greenhouses	P	P			
Pharmacies	P	P	P	P	
Radio and television studios or other broadcast media with no visible antenna	P				
Vapor cigarette sales	P				
Industrial and infrastructure					
Essential public services and utilities	P	P	P	P	
Wholesaling/warehousing with office space, no outdoor storage				P	
Wireless communications facility	C	C	C	C	207.70.
Small wireless facility in the public right-of-way	C	C	C	C	207.71.

Sec. 204.16. Specific uses not permitted within the NC District.

The following uses shall not be permitted within the NC District:

1. Animal daycare facilities with outdoor boarding or kennels.
2. Automobile rental.
3. Automobile dealerships.
4. Automobile service or repair.
5. Bail bonds establishments.
6. Blood/plasma facilities.
7. Bowling alleys.
8. Dry cleaning plants and/or commercial laundry facilities without a storefront.
9. Indoor skating rinks.
10. Junkyards and/or salvage operations.
11. Pawn shops.
12. Self-storage facilities.
13. Sexually-oriented businesses.
14. Small box discount stores.
15. Small loan businesses.
16. Teen club.
17. Tire sales and/or repair.

ARTICLE 5. INDUSTRIAL AND PUBLIC DISTRICTS.

DIVISION 1. GENERAL PROVISIONS.

Sec. 205.1. Purpose.

This article outlines the Industrial and Public Zoning Districts and contains basic information pertaining to land use regulation and spatial requirements for buildings and lots.

Sec. 205.2. - 5. Reserved.

DIVISION 2. INDUSTRIAL AND PUBLIC ZONING DISTRICT.

Sec. 205.5. LI – Light Industrial.

The LI Light Industrial District is established to identify tracts of land that are located on, or have ready access to, a major street or state highway and are well adapted to industrial development but whose proximity to residential or commercial districts makes it desirable to limit industrial operations and processes to those that are not objectionable by reason of the emission of noise, vibration, smoke, dust, gas, fumes, odors or radiation and that do not create fire or explosion hazards or other objectionable conditions.

The district is intended to provide locations for intense uses such as light manufacturing or processing of previously refined materials and other uses that support the permitted industries or are of an intense nature due to truck traffic, building size, hours of operation and similar characteristics that make them incompatible within traditional business or residential districts. The district also allows certain commercial uses that are complementary to the industrial nature of the district by way of serving the industries and/or the workers employed there.

Sec. 205.6. GI – General Industrial.

The GI General Industrial District is established to provide a location for industrial operations and processes conducted both indoors and outdoors, and which due to their intensity of use and potential off-site impacts, should be located on or have ready access to a major thoroughfare or state highway.

Sec. 205.7. PI – Public and Institutional.

The PI Public and Institutional District is established to identify tracts of land that are publicly or privately owned and are well adapted for public and/or institutional use due to their proximity to residential or commercial districts.

Sec. 205.8. - 11. Reserved.

DIVISION 3. SCHEDULE OF USES.

Sec. 205.12. Industrial districts.

Land and buildings in the Commercial and Business Districts shall only be used in accordance with following table:

Principal use (P).	Authorized by-right, subject to all other applicable provisions of this ordinance.
Accessory use (P+)	Authorized subject to supplemental use regulations as identified in the referenced section.
Conditional use (C).	Authorized pursuant to supplemental regulations identified in the referenced section and in accordance with the provisions of Sec. 207.26.
Not Permitted.	A blank cell indicates the specified use is not permitted.

Schedule of land use: Industrial and Public Zoning Districts			
Use	**LI**	**GI**	**See Section**
Accommodations, hospitality and entertainment			
Commercial indoor recreation facility	P		
Commercial outdoor recreation facility	P		
Firing range (indoor)	P		
Micro-producers of beer, wine, and spirits	P		
Sexually oriented business	C	C	Code of Ordinances Chapter 10, Art. III
Civic and institutional			
Government facility	P	P	
School, specialized training	P	P	
Offices and services			
Contractor facility	P	P	
Drive-thru facilities for automated teller machine, banks, pharmacies, etc.	P+	P+	207.11.
Radio and television studios or other broadcast media, no visible antenna	P	P	
Retail and commercial			
Automobile rental, sales and service	P	P	
Fitness club	P	P	
Flea market	C	C	207.58.
Microbrewery	P	P	
Nurseries and greenhouses	P	P	
Pawn shop	C	C	207.57
Industrial and services			
Building supply sales and material yard	P	P	
Commercial parking facility	P	P	
Concrete plants and pre-cast concrete manufacturing and sales		P	
Convenience stores, gasoline and diesel fuel sales	C	C	207.56.

Use	LI	GI	Reference
Crematorium	P	P	
Dry cleaning plat operations and service outlet	P	P	
Essential public service and utilities	P	P	
Freight terminal	P	P	
Heliports and helipads	C	C	207.68.
Machine shops and related activities	P	P	
Manufacturing, processing and packaging facilities	P	P	
Mini-warehouse/self storage	C	C	207.66.
Motor vehicle repair shops, garages, car washes, body shops and paint shop	P	P	
Non-emergency medical transport service facilities	P	P	
Outdoor storage	C	C	207.65.
Park and ride lot	P	P	
Redi-mix concrete plants and concrete manufacturing site.		P	
Salvage or impound operations	C	C	207.69.
Septic station for solids separation and processing		P	
Transportation terminal for freight	P	P	
Vehicle repair	C	C	207.67.
Vehicle wash, trucks and heavy equipment	P	P	
Veterinary clinics, hospitals, laboratories, animal shelters, commercial kennels and dog daycare and boarding facilities		P	
Warehousing	P	P	
Waste management and recycling facility		P	
Wholesaling and distribution	P	P	
Wireless communications facility	C	C	207.70.
Small wireless facilities in the public right-of-way	C	C	207.71.

Sec. 204.13. - 16. Reserved.

Attn: Nicole Gilbert
City of Fayetteville
210 Stonewall Ave West
Fayetteville, GA 30214

9589 0710 5270 3279 3970 38

FIRST-CLASS

US POSTA

ZIP 30214
02 7H
000619675

RECEIVED
JAN 02 REC'D
By 10 2020

Attn: Mr. Lee Hearn
Fayette Co Board of Commissioners
140 Stonewall Ave W. Suite 100
Fayetteville, GA 30214

FINANCE
JUN 2 2020
RECEIVED

COUNTY AGENDA REQUEST

Department:	Animal Control	Presenter(s):	Tim Symonds, Consultant
Meeting Date:	Thursday, January 22, 2026	Type of Request:	New Business #28

Wording for the Agenda:

Request to appoint MEJA Construction as Construction Managers at Risk for the 26054-P: Fayette County Animal Shelter Phase II - CMAR project in the sum of $292,500.00.

Background/History/Details:

The Animal Shelter Phase II is currently in the design phase. The project team have been working with the County Purchasing Department to solicit proposals for the appointment of a Construction Manager at Risk. After advertising for proposals and holding a pre-bid conference at the animal Shelter, five (5) qualifying proposals were received. These proposals were reviewed and scored by the evaluation committee.

MEJA scored strongly, in both the Technical Merit and the Price sections, giving them the best overall score.
MEJA is a well-known Contractor in the County and has successfully completed a number of County projects.

What action are you seeking from the Board of Commissioners?

Approval to appoint MEJA Construction as Construction Managers at Risk for the 26054-P: Fayette County Animal Shelter Phase II project in the sum of $292,500.00.

If this item requires funding, please describe:

Project Funding is available in 203AR in the amount of $109,328.20. The remaining funds are available in R23AF in the sum of $1,841,777.58.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Yes	Reviewed by Legal	
Approved by Purchasing	Yes	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

Funding in project 203AR will be used first.

FAYETTE County
Create Your Story!

Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess TB

From: Colette Cobb CC

Date: January 22, 2026

Subject: Contract 26054-P: Fayette County Animal Shelter Phase II – CMAR

The Purchasing Department issued RFP 26054-P for the construction of the proposed Fayette County Animal Shelter Phase II building. Notice of Opportunity was emailed to 9 companies. Another 1157 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity codes 90638 (General Construction, Architectural Services), 90922 (Building Construction, Non-Residential, Office Bldg., etc.), 93890 (Veterinary Equipment and Accessories, Including Cages and Kennels, Maintenance and Repair), and 95107 (Facilities and Other Improvements, Drives, Parking Lots, Paths, Trails). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace and the county website.

Five companies submitted proposals. An Evaluation Committee, composed of staff from Animal Control, Building & Grounds Maintenance, Engineering, Finance, and the project manager, scored the Technical Merit portions of the proposals using the evaluation criteria in the RFP. The criteria included (1) firm history & capability, (2) relevant experience, (3) project personnel, (4) financial information, and (5) project approach. The Purchasing Department added scores for the Pricing portion, for a combined total score (Attachment 1).

The Evaluation Committee recommends the company with the best-scoring proposal, MEJA Construction. A Contractor Performance Evaluation for previous work is attached (Attachment 2).

MEJA's offered price of $292,000.00 includes their Construction Management fee, pre-construction fee, and anticipated General Conditions and General Requirements Costs. These were calculated based on an estimated construction cost of $3,500,000.00. The CMAR will competitively select construction subcontractors and suppliers and then negotiate a Guaranteed Maximum Price with the County. At that point, the Board of Commissioners will be requested to approve the additional amounts, which will be added to the CMAR contract by change order.

Specifics of the proposed contract are as follows:

Contract Name	26054-P: Fayette County Animal Shelter Phase II – CMAR
Contractor	MEJA Construction
Contract Amount	$292,000.00 excluding actual construction costs, which will be added by change order

Budget:	**Animal Control CIP**	**2023 SPLOST**	
Fund	375	327	
Org Code	37530910	32730910	
Object	541320	541210	
Project	203AR	R23AF	
Available	$109,328.20	$1,841,777.58	As of 1/13/2026

PROPOSAL 26054-P Fayette County Animal Shelter Phase II - CMAR
EVALUATION SCORING SHEET

Summary

	TECHNICAL MERIT:	MAX POINTS	VPG Construction	Pro Construction	MEJA Construction	Forza Group	Albion General Contractors
1	Firm History & Capability	10	6.8	6.2	9.4	7.4	8.0
2	Relevant Experience	20	10.6	9.6	17.0	8.4	19.6
3	Project Personnel	15	12.4	10.6	14.4	8.0	15.0
4	Financial Information	5	3.4	2.8	5.0	4.6	3.8
5	Project Approach	20	8.2	5.4	17.2	14.8	19.2
	Total Points - Technical Merit	70	**41.4**	**34.6**	**63.0**	**43.2**	**65.6**
	Proposed Price		$670,990.00	$526,424.00	$292,500.00	$277,403.00	$357,410.00
	Technical Score	70%	**41.4**	**34.6**	**63.0**	**43.2**	**65.6**
	Price Score	30%	**12.4**	**15.8**	**28.5**	**30.0**	**23.3**
	Total Score		**53.8**	**50.4**	**91.5**	**73.2**	**88.9**

Rater #1 - Richard Brooks

1	Firm History & Capability	10	5	10	10	5	5
2	Relevant Experience	20	5	10	15	10	20
3	Project Personnel	15	15	15	15	10	15
4	Financial Information	5	5	5	5	5	5
5	Project Approach	20	5	15	10	20	20
	Total Technical Score	70	**35**	**55**	**55**	**50**	**65**

Rater #2 - Larry Mitchell

1	Firm History & Capability	10	10	5	10	5	10
2	Relevant Experience	20	15	10	18	0	18
3	Project Personnel	15	15	10	15	10	15
4	Financial Information	5	2	2	5	5	2
5	Project Approach	20	5	5	18	18	18
	Total Technical Score	70	**47**	**32**	**66**	**38**	**63**

Rater #3 - Tim Symonds

1	Firm History & Capability	10	4	1	8	10	5
2	Relevant Experience	20	5	8	15	10	20
3	Project Personnel	15	4	8	12	10	15
4	Financial Information	5	2	1	5	3	4
5	Project Approach	20	5	2	18	8	20
	Total Technical Score	70	**20**	**20**	**58**	**41**	**64**

Rater #4 - Tracy Thompson

1	Firm History & Capability	10	10	10	10	10	10
2	Relevant Experience	20	18	5	20	10	20
3	Project Personnel	15	15	10	15	5	15
4	Financial Information	5	5	5	5	5	5
5	Project Approach	20	16	5	20	18	18
		70	**64**	**35**	**70**	**48**	**68**

Rater #5 - Sheryl Weinmann

1	Firm History & Capability	10	5	5	9	7	10
2	Relevant Experience	20	10	15	17	12	20
3	Project Personnel	15	13	10	15	5	15
4	Financial Information	5	3	1	5	5	3
5	Project Approach	20	10	0	20	10	20
		70	**41**	**31**	**66**	**39**	**68**

FAYETTE COUNTY, GEORGIA
CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of $50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: MEJA Construction, Inc	Contract Number: 2506-P
Mailing Address: 107 Guthrie Way	Contract Description or Title: Fayette County Multiuse Facility CMAR
City, St, Zip Code: Peachtree City, GA 30269	Contract Term (Dates) From: May 2025 - Present
Phone Number: (770) 775-1700	Task Order Number: N/A
Cell Number: N/A	Other Reference: for award of contract 26054-P
E-Mail Address: jasonrogers@meja.us	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule		X			
10. Other (specify):					
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: T.A. Symonds	Date of Evaluation: 01/12/2026
Print Name: Tim Symonds	Department/Division:
Title: Project Manager	Telephone No: 404-392-5791

Form Updated 11/16/2016

	CONTRACTOR PERFORMANCE EVALUATION Explanation of Outstanding or Unsatisfactory Ratings	Page 2
Company Name: MEJA Construction	Contract Number: 2506-P	

	EXPLANATIONS / COMMENTS 1. Do not submit page 2 without page 1. 2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*. 3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)
	MEJA have continued to perform in an outstanding manner on this project. Their willingness to
	Work as a Team and find solutions is excellent. The only reason for not scoring them in the
	Outstanding category is because the project is not complete for another 9 months.

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

Fayette County, Georgia
Project No. 26054-P
Project Name: Fayette County Animal Shelter Phase II

Proposal for the appointment of Construction Manager at Risk

Introduction:

The project delivery method is through the appointment of a Construction Manager at Risk (CMAR). The process for selecting a CMAR is set out below – this proposal is making a recommendation for the selection of a CMAR and seeks the approval of the County Commissioners.

Overview of the evaluation and selection process:

This has been a single step selection process. The Project Team worked with the County Purchasing Department to ensure that the project was advertised for the required period. A pre-submission meeting was held at the Animal Shelter where the architectural plans were presented and an opportunity for questions to be asked. Representatives from several different contractors attended the meeting. From that, 5 qualifying proposals were received from the following companies:

- VPG Construction
- Pro Construction of Georgia
- MEJA Construction, Inc.
- Forza Group
- Albion General Contractors

The CMAR's were invited to submit their technical proposals detailing their proposed Team, their approach to the project and giving examples of successful projects with a similar scope of work. They also submitted their costs for Pre-construction, General Conditions, and their fee % based on a project value of $3,500,000. The selection committee was made up of Tracey Thompson, Sheryl Weinman, Larry Mitchel, Richard Brooks and Tim Symonds.

Evaluation and Scoring:

The Selection Committee independently scored each of the Technical Merit part of the submissions. The scores were added together, and an average score was produced for each section. Scores were also given for their proposed cost for pre-construction fees and General Conditions based on a project construction cost of $3,500,000. Shown below are the scores for each contractor divided into each section:

PROPOSAL 26054-P Fayette County Animal Shelter Phase II - CMAR
EVALUATION SCORING SHEET

Summary

		MAX POINTS	VPG Construction	Pro Construction	MEJA Construction	Forza Group	Albion General Contractors
	TECHNICAL MERIT:						
1	Firm History & Capability	10	6.8	6.2	9.4	7.4	8.0
2	Relevant Experience	20	10.6	9.6	17.0	8.4	19.6
3	Project Personnel	15	12.4	10.6	14.4	8.0	15.0
4	Financial Information	5	3.4	2.8	5.0	4.6	3.8
5	Project Approach	20	8.2	5.4	17.2	14.8	19.2
	Total Points - Technical Merit	70	**41.4**	**34.6**	**63.0**	**43.2**	**65.6**
	Proposed Price		$670,990.00	$526,424.00	$292,500.00	$277,403.00	$357,410.00
	Technical Score	70%	**41.4**	**34.6**	**63.0**	**43.2**	**65.6**
	Price Score	30%	**12.4**	**15.8**	**28.5**	**30.0**	**23.3**
	Total Score		**53.8**	**50.4**	**91.5**	**73.2**	**88.9**

Albion General Contractors scored the most points on Technical Merit, mostly due to their past experience on similar projects. MEJA also scored well on Technical Merit for similar projects and their project processes. These 2 Contractors were consistently the top scorers on Technical Merit with the Selection Committee.

When it came to pricing, 2 Contractors submitted very competitive prices with the proposed prices being within $15K of each other. FORZA's total price was the lowest and consequently scored the maximum points for price. MEJA's price being so close also scored highly in this category. However, with Albion being $80K more this meant they lost points to the other 2 Contractors. After discussion between the selection committee it was decided to recommend MEJA's appointment for the project. MEJA have recently completed the Public Health Project, Fire Training Classroom Building and are currently working on the Multi-Use Recreation Facility. They have shown themselves to be extremely competent in working as a Construction Manager at Risk. They are based in Fayette County and employ predominantly County based people. Given the proposed project team from MEJA is well known to the County, it was decided that the interview and presentation stage would be an unnecessary step.

Recommendation for the appointment of the CMAR Contractor:

After going through the proposal process, it is the selection committee's recommendation that MEJA Construction is appointed as the Construction Manager for the Fayette County Animal Shelter Phase II

Next Steps:

MEJA Construction will be appointed for pre-construction services which will include buildability advice along with managing long lead items from subcontractors. The CMAR will prepare a Guaranteed Maximum Price for the project, and the Project Team will seek approval of the GMP from the Board of Commissioners before starting construction at the end of the second quarter of 2026.

COUNTY AGENDA REQUEST

Department:	Environmental Management	Presenter(s):	Bryan Keller, Director
Meeting Date:	Thursday, January 22, 2026	Type of Request:	New Business #29

Wording for the Agenda:

Request to award Bid #26074-B: 2017 SPLOST; Stormwater Category II, Tier II; 21SAJ Cross Creek Trail Culvert Replacement to the lowest responsive, responsible bidder, Helix Grading & Utility, LLC, in the amount of $734,625.85 and to transfer $35,220.00 from 17SAS Stormwater Improvement Plans CAT IV.

Background/History/Details:

On March 21, 2017, the citizens of Fayette County voted to enact a Special Purpose Local Option Sales Tax (SPLOST) to replace failing infrastructure throughout the unincorporated area of Fayette County. Cross Creek Trail is listed as a 2017 Stormwater SPLOST Category II, Tier II project.

The project consists of removing the existing deteriorating quadruple 72-inch diameter corrugated metal pipe (CMP) culverts conveying a creek below Cross Creek Trail and replacing with a double 9-foot by 9-foot reinforced concrete box culvert. This project also consists of utility coordination and relocation, grading, and asphalt paving.

What action are you seeking from the Board of Commissioners?

Approval to award Bid #26074-B: 2017 SPLOST; Stormwater Category II, Tier II; 21SAJ Cross Creek Trail Culvert Replacement to the lowest responsive, responsible bidder, Helix Grading & Utility, LLC, in the amount of $734,625.85 and to transfer $35,220.00 from 17SAS Stormwater Improvement Plans CAT IV.

If this item requires funding, please describe:

Available in 2017 SPLOST; Stormwater Category II, Tier II; 21SAJ Cross Creek Trail is $699,406.13. The additional funding of $35,220.00 is available in 17SAS Stormwater Improvements CAT IV.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Yes	Reviewed by Legal	
Approved by Purchasing	Yes	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

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Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess TB

From: Sherry White SW

Date: January 22, 2026

Subject: Contract #26074-B Cross Creek Trail Culvert Replacement

On November 20, 2025, the Purchasing Department issued a Invitation to Bid #26074-B: Cross Creek Trail Culvert Replacement to secure a contractor to replace the existing culvert at Cross Creek Trail with a new corrugated metal pipe culvert.

The Purchasing Department issued Invitation to Bid 26074-B to secure a contractor to replace a corrugated metal pipe system on Cross Creek Trail. Notice of the opportunity was emailed to 108 companies. Another 241 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #91339 (Construction, Pipe Culvert). The offer was also advertised through Georgia Local Government Access Marketplace, the Fayette County News, and the County website.

Six companies submitted bids (Attachment 1). The lowest responsible bidder price is $734,625.85. The available funds in project #21SAJ are 699,405.85. The initial estimated funding for the project was short amount of $35,220.00 therefore EMD is requesting the board to approve a balance transfer from the Stormwater Improvement Plans CAT IV (17SAS).

Environmental Management recommends awarding to Helix Grading & Utility, LLC. A Contractor Performance Evaluation is not available since this is the first construction contract with Helix Grading & Utility LLC. Environmental Management checked their references, and the results were satisfactory.

Specifics of the proposed contract are as follows:

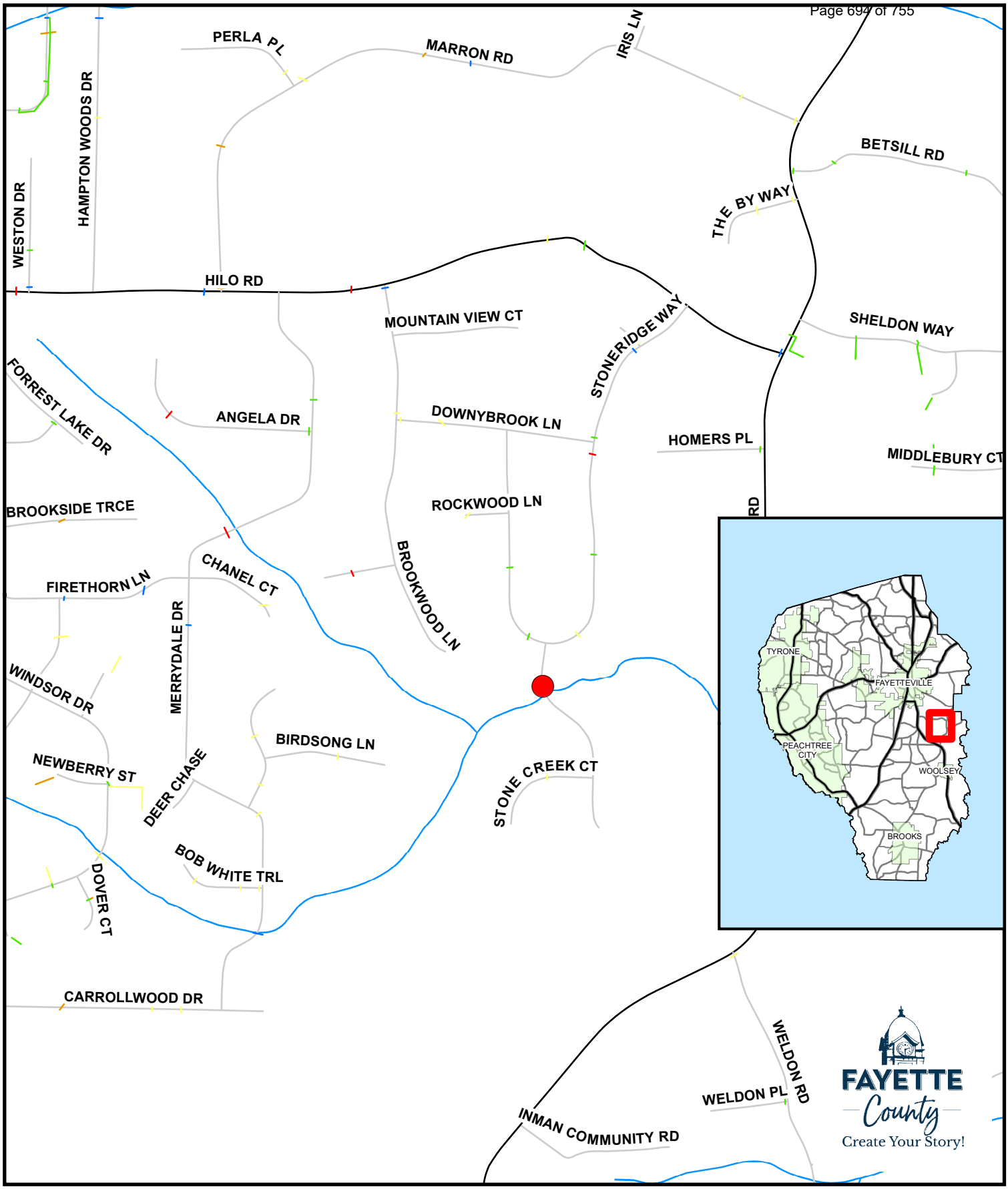
Contract Name	#26074-B Cross Creek Trail Culvert Replacement
Contractor	Helix Grading & Utility LLC
Contract Amount	$734,625.85

Budget:

Fund	322	2017 SPLOST
Organization Code	32240320	Stormwater
Object Code	541210	Other Improvements
Project	21SAJ	168 CROSS CREEK TRAIL
Available Balance	$734,626.13	After transfer from Project 17SAS

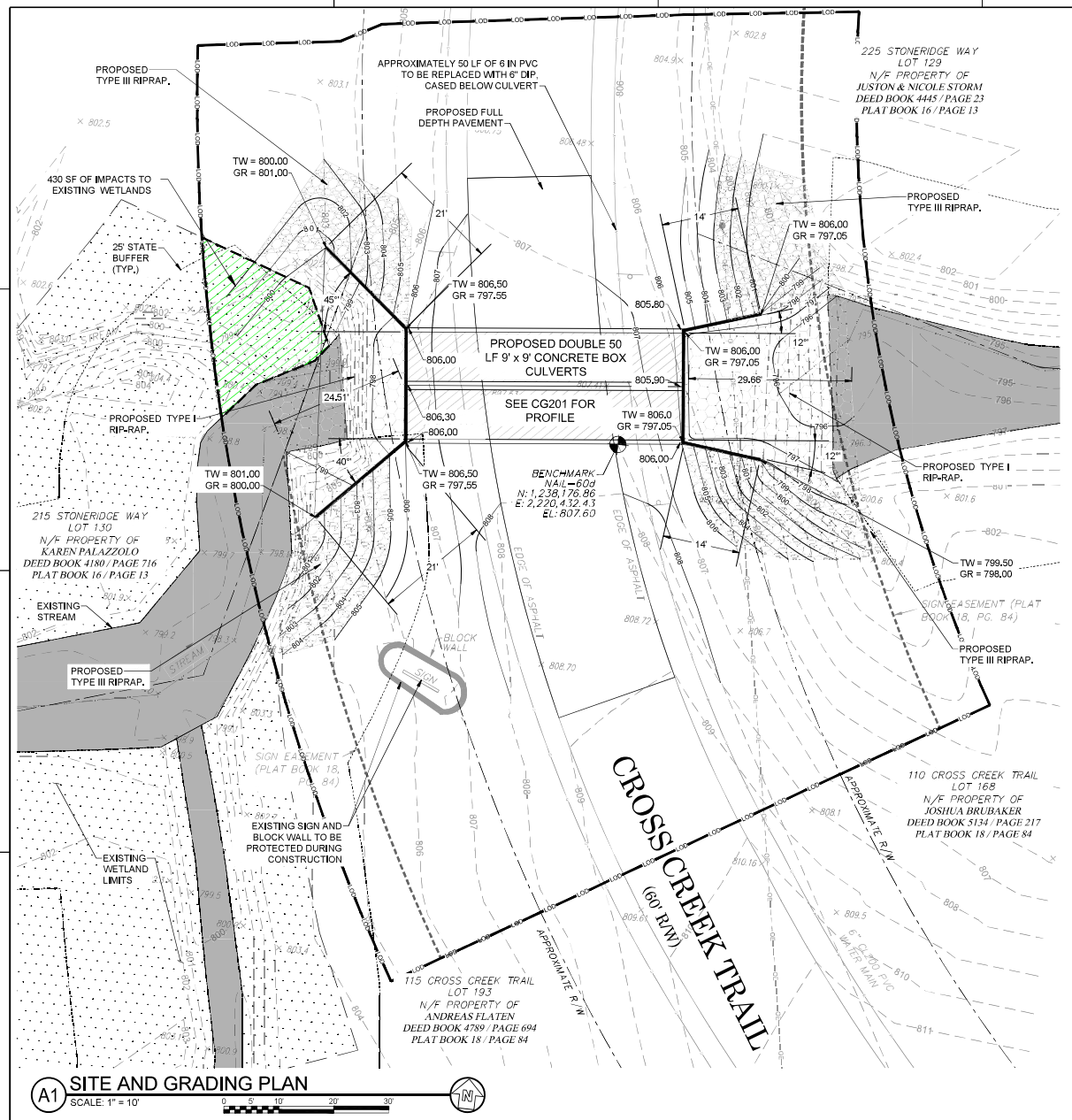
ITB 26074-B Cross Creek Trail Culvert Replacement
TALLY SHEET
3:00p.m., Thursday, December 18, 2025

COMPANY NAME	TOTAL BID PRICE
Piedmont Paving Inc.	$1,228,881.27
Blount Construction Company Inc.	$1,169,685.44
Site Engineering Inc.	$1,079,084.30
Crawford Grading	$965,792.71
Southeastern Site	$795,329.59
Helix Grading and Utility LLC	$734,625.85



Project Location

Fayette County 2017 SPLOST
21SAJ Cross Creek Trail
Vicinity Map



A1 SITE AND GRADING PLAN
SCALE: 1" = 10'

GENERAL SHEET NOTES

1. REFER TO SHEETS C-001 AND C-002 FOR LEGENDS, ABBREVIATIONS, AND CIVIL NOTES.
2. THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
3. CONTRACTOR TO COORDINATE LANE CLOSURE WITH FAYETTE COUNTY AND ENGINEER. PROVIDE AT LEAST ONE 12 FOOT LANE FOR TRAFFIC AT ALL TIMES. CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICE (MUTCD) AND GDOT STANDARDS.
4. ALL CONCRETE FORMWORK AND REINFORCING BARS TO BE INSPECTED BY ENGINEER'S OR OWNER'S FIELD REPRESENTATIVE IN CONJUNCTION WITH THE CONTRACTOR'S REPRESENTATIVE BEFORE CONCRETE IS PLACED.
5. AS-BUILT DRAWINGS SHALL CONTAIN ALL RELEVANT ELEVATIONS AND INVERTS. (ALL AS-BUILT DRAWINGS SHOULD BE CERTIFIED BY A GEORGIA REGISTERED LAND SURVEYOR).
6. CONTRACTOR TO ESTABLISH TEMPORARY SUPPORT FOR EXISTING UTILITIES AND MAINTAIN IT THROUGHOUT CONSTRUCTION.
7. CONTRACTOR TO BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGED CURB OR DRIVEWAYS DURING CONSTRUCTION.
8. CONTRACTOR TO BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGED ROADWAY/ASPHALT DURING PROJECT CONSTRUCTION. AS WELL AS REPLACEMENT AND RELOCATION OF MAILBOXES.
9. IF PRECAST STRUCTURE IS USED IN PLACE OF A CAST-IN-PLACE STRUCTURE, THE STRUCTURE SHOP DRAWINGS ARE TO BE APPROVED BY ENGINEER FOR OWNER.
10. ALL UTILITY LOCATIONS AND DEPTHS ARE APPROXIMATE. CONTRACTOR TO VERIFY.

GRADING NOTES:

1. ROAD TO BE GRADED FROM CROWN TO EDGE OF ASPHALT AT 1/4" PER 1'
2. MINIMUM SHOULDER WIDTH TO BE PROVIDED IS 6'. SHOULDER SHALL BE GRADED AT 1/2" PER 1'.
3. MAXIMUM SLOPES ALLOWED WITHIN FAYETTE COUNTY RIGHT-OF-WAY SHALL BE 3:1. PROVIDE GENTLER SLOPES WHERE POSSIBLE.

NOTE:

CONDUCTING MAINTENANCE AND REPAIR ACTIVITIES WITHIN WATERS OF THE US IS AUTHORIZED UNDER REGIONAL PERMIT (RP) 30 PER THE GENERAL CONDITIONS PROVIDED BY THE USACE SAVANNAH DISTRICT. THIS PROJECT MEETS THE TERMS AND CONDITIONS OF RP 30 AND IS AUTHORIZED BY PERMIT WITH NO PRE-CONSTRUCTION NOTIFICATION (PCN) REQUIRED. A NOTIFICATION OF CONSTRUCTION TO THE GEORGIA DEPARTMENT OF NATURAL RESOURCES (GADNR) MUST BE SUBMITTED PRIOR TO CONSTRUCTION. PER GEORGIA ADMINISTRATIVE CODE RULE 391-3-7-.05 (1)(C) IMPACTS TO BUFFERS ARE EXEMPT 'WHERE ROADWAY DRAINAGE STRUCTURES MUST BE CONSTRUCTED'. A BUFFER VARIANCE REQUEST WILL NOT BE REQUIRED FOR ENCROACHMENT WITHIN THE 25' STATE REGULATED BUFFER. PER COORDINATION WITH COUNTY OFFICIALS, THIS PROJECT IS EXEMPT FROM ANY FAYETTE COUNTY BUFFER ORDINANCES. AS IT IS A FAYETTE COUNTY FUNDED STORMWATER PROJECT. A NOTICE OF INTENT FOR NPDES COVERAGE IS NOT REQUIRED FOR THIS PROJECT AS THE TOTAL DISTURBANCE AREA IS LESS THAN ONE ACRE.

NOTE:

TEMPORARY AND PERMANENT EASEMENTS ARE SHOWN ON CG301.

SHEET LEGEND

- FULL DEPTH ASPHALT PAVING (FOUNDATION TYPE REFER TO FAYETTE COUNTY TYPICAL)
- LIMITS OF DISTURBANCE AND TEMPORARY CONSTRUCTION EASEMENT
- 25 FOOT STATE BUFFER
- APPROXIMATE RIGHT-OF-WAY PROPERTY LINE
- EXISTING STREAM LIMITS
- EXISTING WETLAND LIMITS
- EXISTING WETLAND IMPACTS
- PROPOSED RIPRAP - TYPE I
- PROPOSED RIPRAP - TYPE III

POND
3500 Parkway Lane
Suite 500
Peachtree Corners
Georgia 30092

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EOR/AOR SEAL
GEORGIA
Justin R. Quillian
No. 38375
PROFESSIONAL
11/24/2025
CORY ALAN OWNBY
GSWCC# 95439
EXP. 9/10/2027

CLIENT INFORMATION

FAYETTE COUNTY
140 STONEWALL AVE W, STE 203
FAYETTEVILLE, GA. 30214

PROJECT NAME

CROSS CREEK TRAIL CULVERT REPLACEMENT

FAYETTE COUNTY, GA

DRAWING ISSUE

DATE

DESCRIPTION

MARK

DESIGNED BY:	MDW/MIA
DRAWN BY:	MDW
CHECKED BY:	COA
SUBMITTED BY:	TT
DATE:	NOVEMBER 24, 2025
PROJECT #	1210496

SHEET TITLE

SITE AND GRADING PLAN

SHEET NUMBER

CG101

SHEET 6 OF 20

ORIGINAL SHEET SIZE: 22" X 34"

100% DESIGN ISSUED FOR CONSTRUCTION

FILE PATH: X:\FY21\1210496\04.CAD\CG-101 PLOTTED BY: URUETA, JUAN DATE: 11/24/25

COUNTY AGENDA REQUEST

Department:	Water System	Presenter(s):	Vanessa Tigert, Director
Meeting Date:	Thursday, January 22, 2026	Type of Request:	New Business #30

Wording for the Agenda:

Request for award of Bid #26029-B - Alum System Improvements to Bar Environmental Supply Inc. in the amount of $229,850.

Background/History/Details:

The Alum Chemical system is vital to plant operations as it is used to precipitate solids in the treatment process which helps in filter optimization to increase plant production. The existing alum tanks and feed system at both Crosstown and South Fayette WTPs need upgrading to provide operations the ability to better monitor, control, and operate the alum system. Level sensor monitoring currently requires operations personnel to be at the tank to read the level. Plant Staff are unable to see the tank levels on SCADA in the control room. The feed system includes three pumps - lead, lag, and standby configuration. Plant staff are unable to monitor the run status or control the alum feed pumps from SCADA. The Streaming Current Detector gives in-situ feedback for adequate alum dosing. This information cannot be seen by plant operators in the SCADA control room.

The proposed upgrades allow for better monitoring and control of the alum feed system by making alum system equipment visible and controllable from the SCADA screen. Control from the screen allows operators to adjust alum feed, monitor alum feed pumps, view alum tank levels and receive feedback to optimize alum dosing.

What action are you seeking from the Board of Commissioners?

Approval to award Bid #26029-B - Alum System Improvements to Bar Environmental Supply Inc. in the amount of $229,850.

If this item requires funding, please describe:

Funding is available in the SCADA Upgrades CIP project 50740400 542540 6SCAD in the amount of $804,876.04 as of January 13, 2026.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.

Approved by Finance	Yes	Reviewed by Legal	Yes
Approved by Purchasing	Yes	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

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Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess TB

From: Colette Cobb CC

Date: January 22, 2026

Subject: Contract 26029-B: FCWS – Alum System Upgrades

The Purchasing Department issued Invitation to Bid 26029-B to secure a contractor for construction of the Alum System Improvements at both the Crosstown and South Fayette WTPs. Notice of the opportunity was emailed to 98 companies. Another 206 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code 83004 (Aluminum Tanks, All Kinds) and 88544 (Corrosion, Scale, and Sludge Control Chemicals: Alum, Amines, Morpholine, etc., Sodium Sulfite, etc.). The offer was also advertised through Georgia Local Government Access Marketplace, the Fayette County News, and the County's website.

One company submitted a bid (Attachment 1). The Water System recommends awarding to Bar Environmental Supply Inc., in the amount of $229,850.00.

A Contractor Performance Evaluation is not available since this is the first time contracting with Bar Environmental Supply Inc. Arcadis, the Water System Engineer of Record, checked their references and the results were favorable. Specifics of the proposed contract are as follows:

Contract Name	26029-B: FCWS – Alum System Upgrades	
Contractor	Bar Environmental Supply Inc.	
Contract Amount	$229,850.00	
Budget:		
Fund	507	Water CIP
Org Code	50740400	Water System CIP
Object	542540	Water CIP
Project	6SCAD	SCADA Upgrade
Available:	$804,876.04	As of 01/13/2026

ITB 26029: FCWS - Alum System Upgrade
Tally Sheet

Vendor	BAR Environmental Supply Inc.
Lump Sum Bid:	
Crosstown Improvements	$ 129,900.00
South Fayette Improvements	$ 99,950.00
Total Lump Sum Bid	**$ 229,850.00**

Checklist of Required Documents

(Be Sure to Return This Checklist and the Required Documents in the order listed below)

ITB #26029-B: FCWS – Alum System Upgrade

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)	✓
Exceptions to Specifications	✓
Bid Form (Section 00 41 13)*	✓
Bid Bond (Section 00 43 13)*	✓
Qualifications Statement (Section 00 45 13)	✓

***FAILURE TO INCLUDE THIS ITEM WILL RESULT IN DISQUALIFICATION**

COMPANY NAME: BAR Environmental Supply Inc.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

2016594
Federal Work Authorization User Identification Number

11/07/2022
Date of Authorization

BAR Environmental Supply Inc.
Name of Contractor

ITB #26029-B: FCWS – Alum System Upgrade
Name of Project

Fayette County, Georgia
Name of Public Employer

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

Executed on November, 24, 2025 in Brentwood (city), TN (state).

Signature of Authorized Officer or Agent

William Martindale, Project Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 25th DAY OF NOVEMBER, 2025.

NOTARY PUBLIC

My Commission Expires: May 8, 2029

Joseph Schmits
STATE OF TENNESSEE NOTARY PUBLIC
Davidson COUNTY

EXCEPTIONS TO SPECIFICATIONS
ITB #26029-B: FCWS – Alum System Upgrade

Please list below any exceptions or clarifications to the specifications of this bid. Explain any exceptions in full.

No exceptions taken.

COMPANY NAME BAR Environmental Supply Inc.

Fayette County, Georgia

Fayetteville, Georgia

FCWS – Alum System Improvements

Invitation to Bid ITB #26029-B

BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **Fayette County Purchasing Department, 140 Stonewall Avenue West, Suite 204, Fayetteville, Georgia 30214**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The required documents to be submitted with and made a condition of this Bid are listed in the Checklist of Required Documents in 00 11 13 Invitation to Bid.

ARTICLE 3—BASIS OF BID—LUMP SUM BIDS

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

Item No. 1	Crosstown Improvements	$ 129,900
Item No. 2	South Fayette Improvements	$ 99,950

3.02 *Total Bid Price (Lump Sum)*

Total Bid Price (Total of all Lump Sum Bids)	$ 229,850

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ARTICLE 4—BASIS OF BID—COST-PLUS FEE (NOT USED)

ARTICLE 5—PRICE-PLUS-TIME BID (NOT USED)

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	10/16/2025
2	11/13/2025

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

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5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

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artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

BAR Environmental Supply Inc.
(typed or printed name of organization)

By: [signature]
(individual's signature)

Name: Robert Clemmer
(typed or printed)

Title: President
(typed or printed)

Date: 11/24/2025
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [signature]
(individual's signature)

Name: William Martindale
(typed or printed)

Title: Project Manager
(typed or printed)

Date: 11/24/2025
(typed or printed)

Address for giving notices:

100 Winners Circle N, STE 420
Brentwood, TN 37027

Bidder's Contact:

Name: Randy Carpenter
(typed or printed)

Title: Account Manager
(typed or printed)

Phone: 706-421-3261

Email: rando@barenviro.com

Address:

100 Winners Circle N
STE 420
Brentwood, TN 37027

Bidder's Contractor License No.: (if applicable)

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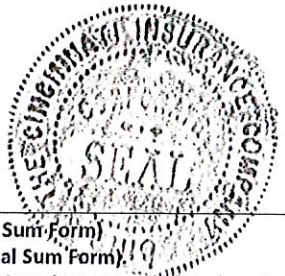
BID BOND (PENAL SUM FORM)

Bidder BAR Environmental, Inc. DBA BAR Environmental Supply, Inc. Name: **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]** 100 Winners Circle N, Suite 420 Brentwood, TN 37027	**Surety** The Cincinnati Insurance Company Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** 6200 S. Gilmore Road Fairfield, OH 45250-5496
Owner Name: **Fayette County, Georgia** Address *(principal place of business)*: **140 Stonewall Avenue West** **Fayetteville, GA 30214**	**Bid** Project *(name and location)*: **FCWS – Alum System Upgrade,** **140 Stonewall Avenue West** **Fayetteville, GA 30214** Bid Due Date: **November 25, 2025**
Bond Penal Sum: **[Amount]** Five Percent (5%) of Total Amount Bid Date of Bond: **[Date]** November 25, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder BAR Environmental, Inc. DBA BAR Environmental Supply, Inc. *(Full formal name of Bidder)* By: _____ *(Signature)* Name: Robert A. Clemmer *(Printed or typed)* Title: President Attest: _____ *(Signature)* Name: William Martindale *(Printed or typed)* Title: Project Manager	Surety The Cincinnati Insurance Company *(Full formal name of Surety) (corporate seal)* By: _____ *(Signature) (Attach Power of Attorney)* Name: Mark Neal *(Printed or typed)* Title: Attorney-in-Fact Attest: _____ *(Signature)* Name: Hannah Hughes *(Printed or typed)* Title: -------
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Ryan P. Rothrock; Patrick A. Beless; Davis Tomblinson; Frank E. Neal, III; Mark Neal; Brent W. Neal; Jerri Bain; Thomas W. Neal; Jared Wilson and/or Erica Rachels

of Brentwood, Tennessee
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Five Million and No/100 Dollars ($25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-In-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-In-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-In-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 25th day of November , 2025 .

BN-1457 (3/21)

SECTION 00 45 13

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	BAR Environmental Supply Inc.		
Corporate Office			
Name:	Randy Carpenter	Phone number:	706-421-3261
Title:	Account Manager	Email address:	rando@barenvino.com
Business address of corporate office:	100 Winners Circle N Suite 420 Brentwood, TN 37027		
Local Office N/A			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1984	State in which Business was formed:	TN
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			

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Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Robert Clemmer	Title:	President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ N/A
Name:	Carrie Clemmer	Title:	Secretary
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ N/A
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Sales Tax Certificate of Exemption		
Licensing Agency:	State of GA Department of Revenue		
License No:	17590334S	Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS (NOT USED)

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Jason Smith	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Lockout Tagout	National OSHA Foundation	2/5/2028
Fall Protection	National OSHA Foundation	2/5/2027

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last

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3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2025			2024			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
BAR Environmental [redacted] Inc.	0.88	0		0.68	17.5	57,000	0.89	0	48,000

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	ServisFirst Bank	
Business address:	1600 West End Avenue, STE 200 Nashville, TN 37203	
Date of Business's most recent financial statement:	9/30/25	☐ Attached
Date of Business's most recent audited financial statement:	N/A	☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		1.4
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		1.25

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	The Cincinnati Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	OH
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No	
Mailing Address (principal place of business):	6200 S. Gilmore Road Fairfield, [redacted] OH 45250-5496

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Physical Address (principal place of business):	(Same as above)		
Phone (main):	888 - 242 - 8811	Phone (claims):	877 - 242 - 2544

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Brown & Brown Insurance Services, Inc.		Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation & Employer's Liability, Equipment Rental coverage	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	6 Cadillac Drive Suite 200 Brentwood, TN 37027		
Physical Address (principal place of business):	(same as above)		
Phone (main):	615 - 385 - 2860	Phone (claims):	615 - 385 - 2860

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	25
Estimate of revenue for the current year:	$35,000,000
Estimate of revenue for the previous year:	$25,000,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				10
As a general contractor:	10	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

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Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

✓ B. Certification of Business's safety performance if required by Paragraph 4.02.

✓ C. Financial statements as required by Paragraph 5.01.

D. Attachments providing additional information as required by Paragraph 8.02.

✓ E. Schedule A (Current Projects) as required by Paragraph 8.03.

✓ F. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

✓ G. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

H. Additional items as pertinent.

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Qualifications Statement

This Statement of Qualifications is offered by:

Business: BAR Environmental Supply Inc.
(typed or printed name of organization)

By: [signature]
(individual's signature)

Name: Robert Clemmer
(typed or printed)

Title: President
(typed or printed)

Date: 11/24/2025
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [signature]
(individual's signature)

Name: William Martindale
(typed or printed)

Title: Project Manager
(typed or printed)

Address for giving notices:
100 Winners Circle N
STE 420
Brentwood, TN 37027

Designated Representative:

Name: Randy Carpenter
(typed or printed)

Title: Account Manager
(typed or printed)

Address:
100 Winners Circle N
STE 420
Brentwood, TN 37027

Phone: 706-421-3261

Email: rando@barenviro.com

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Schedule A—Current Projects

Name of Organization	BAR Environmental Supply Inc			
Project Owner	Knoxville Utilities Board	Project Name	Walker Springs Pump Station Improvements	
General Description of Project	Fabricate control panels and integrate SCADA system for pump station			
Project Cost	$ 455,000	Date Project	6/9/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Will Martindale	Jonathon Johnson	Jason Smith	Nathan Deal

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Craig Livesay	Maintenance Manager	KUB		craig.livesay@kub.org
Designer					
Construction Manager	Wes Carpenter	Project Manager	Southern Constructors		wcarpenter@sci-tn.com

Project Owner	First Utility District of Knox County	Project Name	Everett Road Tank and Booster Station Improvements	
General Description of Project	Provide control panels, VFDs, and integrate SCADA system			
Project Cost	$400,000	Date Project	6/30/25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Will Martindale	Jonathon Johnson	Jason Smith	Nathan Deal

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Bruce Giles	Supervisor	FUD		BGiles@fudknox.com
Designer					
Construction Manager	Alex Greene	Project Manager	W&O Construction		agreene@wocc.com

Project Owner	Knoxville Utilities Board	Project Name	Kuwahee WWTP Sodium Hypochlorite Conversion	
General Description of Project	Fabricate and provide control Panels, integrate SCADA system			
Project Cost	$300,000	Date Project	7/25/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Will Martindale	Jonathon Johnson	Jason Smith	Nathan Deal

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Craig Livesay	Maintenance Manager	KUB		craig.livesay@kub.org
Designer					
Construction Manager	Chance Parker	Project Manager	Southern Constructors		cparker@sci-tn.com

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Schedule B—Previous Experience with Similar Projects

Name of Organization	BAR Environmental Supply Inc.			
Project Owner	Stircor Services, LLC	Project Name	Orlando, FL project	
General Description of Project	Design, Program, and start-up PLC system for sludge drying system			
Project Cost	$ 75,000	Date Project	9/11/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Will Martindale	Jonathon Johnson	Jason Smith	Nathan Deal

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Larry Wagner	Design Engineer	Stircor		larry.wagner@stircor.com
Designer					
Construction Manager					

Project Owner	Town of Jonesborough	Project Name	Wonderware Conversion & VTScada Upgrade	
General Description of Project	Modify existing Wonderware software and upgrade to VTScada			
Project Cost	$40,000	Date Project	4/24/25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Will Martindale	Jonathon Johnson	Jason Smith	Nathan Deal

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Cobern Rasnick	Environmental Services Director	Jonesborough		cobernr@jonesboroughtn.org
Designer					
Construction Manager					

Project Owner	Tennessee American Water Co.	Project Name	PLC Upgrade	
General Description of Project	[redacted] Provide and program new PLCs at (6) different project sites			
Project Cost	$40,000	Date Project	4/23/24	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Will Martindale	Jonathon Johnson	Jason Smith	Nathan Deal

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Bryan Betty	Production Supervisor	TAW		Bryan.Betty@amwater.com
Designer					
Construction Manager					

EJCDC® C-451, Qualifications Statement—Schedule B—Previous Experience with Similar Projects.
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Qualifications Statement

Schedule C—Key Individuals

Project Manager			
Name of individual		Will Martindale	
Years of experience as project manager		3	
Years of experience with this organization		3	
Number of similar projects as project manager		30	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
KUB Walker Springs PS		10	11/2026
FUD Everett Road Booster Station		10	7/2026
KUB Kuwahee WWTP		10	12/2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual		Jonathon Johnson	
Years of experience as project superintendent		18	
Years of experience with this organization		2	
Number of similar projects as project superintendent		200	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
"		"	"
"		"	"
"		"	"
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Safety Manager			
Name of individual		Jason Smith	
Years of experience as project manager		15	
Years of experience with this organization		10	
Number of similar projects as project manager		N/A	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		Nathan Deal	
Years of experience as project superintendent		1	
Years of experience with this organization		1	
Number of similar projects as project superintendent		N/A	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
"		"	"
"		"	"
"		"	"
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

END OF SECTION

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BAR ENVIRONMENTAL, INC.
A Ricky Bobby Company

100 Winners Circle N, Suite 420
Brentwood, TN 37027

BAR Control Systems (BAR Environmental Inc.)
Date: 11/24/2025

To: **Attn: Fayette County Purchasing Department 140**
Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Subject: **FCWS – Alum System Upgrade**

BAR Environmental Alum System Upgrades Instrumentation and Controls Proposal

BAR is pleased to present our budgetary proposal for the equipment and services listed herein.

Division 26 Electrical
Division 40 Process Integration

Off-site Services:

- Fabrication of one (1) custom control cabinet with Allen Bradley CompactLogix PLC, PanelView OIT, 24 VDC control power, 24 VDC UPS, and associated assets.
- Fabrication of one (1) custom sub panel with Allen Bradley CompactLogix PLC, 24 VDC control power, 24 VDC UPS, and associated assets.
- Fabrication of one (1) replacement control cabinet door with PanelView OIT
- Fabrication of two (2) custom fill panels with local display for tank levels, as well as alarm horn and strobe light for local indication to protect from tank overfill.
- Programming of BAR provided PLCs (Programmable Logic Controller)
- Programming of BAR provided OITs (Operator Interface Terminal)
- Factory witnessed testing (if Witnessed Factory testing is waived, the results of the Unwitnessed Factory Test will be submitted for engineer's review)

Cross Town WTP On-site Services:

- Demolition of existing lime tank fill panel and fill line
- Cap existing lime fill line
- Demolition of existing alum controls
    - Will include accommodations in new PLC cabinet for the existing streaming current signal
- Installation of new radar level transmitters into Alum tanks
- Installation of one (1) alum pump control panel
- Installation of one (1) alum tank fill panel
- Installation of conduit and control wiring to existing Blue White pumps
- Installation of conduit and signal wiring to alum tanks

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- Installation of conduit and control wiring between alum control panel and alum fill panel
- Installation of conduit and Ethernet cable between existing Chlorine Dioxide control panel and new alum control panel.
- Commissioning of OIT hardware/software
- Commissioning of PLC hardware/software
- Modifications to existing VTScada HMI software
- Testing of control loops from PLC to specified field devices and instrumentation
- Provide facility start-up coordination for Instrumentation and Controls
- Operator training

South Fayette County WTP On-site Services:

- Demolition of existing alum controls
- Removal of existing alum control panel door and controls
- Installation of new radar level transmitters into Alum tanks
- Installation of one (1) alum pump control back plate
- Installation of one (1) alum pump control panel door with OIT
- Installation of one (1) alum tank fill panel
- Installation of conduit and control wiring to existing Blue White pumps
- Installation of conduit and signal wiring to alum tanks
- Installation of conduit and control wiring between alum control panel and alum fill panel
- Installation of conduit and Ethernet cable between existing Chlorine Dioxide control panel and new alum control panel.
- Commissioning of OIT hardware/software
- Commissioning of PLC hardware/software
- Modifications to existing on-site VTScada HMI software
- Testing of control loops from PLC to specified field devices and instrumentation
- Provide facility start-up coordination for Instrumentation and Controls
- Operator training

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Brentwood, TN 37027

Submittals:

- Instrumentation
- Software (PLC / OIT Programming)
- Cross Town WTP Alum Control Panel Hardware, Schematics, and Mechanical Layout
- South Fayette County WTP Alum Control Panel Hardware, Schematics, and Mechanical Layout
- Tank Fill Panel Hardware, Schematics, and Mechanical Layout
- Control Strategies
- Factory Witnessed Testing Plan
    - If no witnessed test is performed, the results of the unwitnessed test will be submitted for review.
- On-site Test Plan
- Training Plan
- Operations and Maintenance Manual
    - Electronic O&M manual submittal includes "As-Installed" copies of
        - OIT Software and Program
        - PLC Software and Program
        - PCP / RTU Control Panel Drawings

Equipment Provided:

Cross Town WTP Alum Control Panel Main Equipment:

Item	Qty.	Manufacturer/Fabricator	Model Number	Description
1	1	BAR	Multiple	NEMA 4X Wall Mounted Enclosure, 120 VAC incoming power, surge suppression, branch circuit protection
2	1	Allen Bradley	1606-XLS240-UPSE	24 VDC 240 Watt UPS
3	1	Allen Bradley	1606-XLB240E	24 VDC 240 Watt Power Supply
4	1	Allen Bradley	5069-L306ER	Programmable Logic Controller
5	1	Allen Bradley	5069-IB16	24 VDC Digital Input Module
6	1	Allen Bradley	5069-OW16	Contact Output Module
7	1	Allen Bradley	5069-IF8	Analog Current Input Module
8	1	Allen Bradley	5069-OF4	Analog Current Output Module
9	1	Allen Bradley	2713P-T10CD1	10" PanelView 5310
10	1	N-Tron	105TX	5-Port Unmanaged Ethernet Switch
11	2	Vega	Vegapuls 21	Loop Powered Radar Level Transmitter

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Brentwood, TN 37027

South Fayette County WTP Alum Control Panel Main Equipment:

Item	Qty.	Manufacturer/Fabricator	Model Number	Description
1	1	BAR	Multiple	Custom back plate, 120 VAC incoming power, surge suppression, branch circuit protection
2	1	Stahlin or Attabox	Custom	Replacement Control Panel Door
3	1	Allen Bradley	1606-XLS240-UPSE	24 VDC 240 Watt UPS
4	1	Allen Bradley	1606-XLB240E	24 VDC 240 Watt Power Supply
5	1	Allen Bradley	5069-L306ER	Programmable Logic Controller
6	1	Allen Bradley	5069-IB16	24 VDC Digital Input Module
7	1	Allen Bradley	5069-OW16	Contact Output Module
8	1	Allen Bradley	5069-IF8	Analog Current Input Module
9	1	Allen Bradley	5069-OF4	Analog Current Output Module
10	1	Allen Bradley	2713P-T10CD1	10" PanelView 5310
11	1	N-Tron	105TX	5-Port Unmanaged Ethernet Switch
12	2	Vega	Vegapuls 21	Loop Powered Radar Level Transmitter

Alum Tank Fill Panel Main Equipment (Typical of 2):

Item	Qty.	Manufacturer/Fabricator	Model Number	Description
1	1	BAR	Multiple	NEMA 4X Stainless Steel Wall Mounted Enclosure, 120 VAC incoming power, surge suppression, branch circuit protection
2	1	BAR	Custom	Fill Panel Mounting Stand
3	2	Precision Digital	PD6000-7H7	Panel Meter with 4 Alarm Outputs and 4-20mA In/Out
4	1	Federal Signal	450E-024	Alarm Horn
5	1	Federal Signal	SLM200R	Red Alarm Strobe

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100 Winners Circle N, Suite 420

Brentwood, TN 37027

Warranty: BAR shall provide a one (1) year warranty from the date of owner acceptance on the equipment. Damage due to water (flooding, moisture ingress, etc.), lightning and/or voltage surge will not be covered. Provided equipment manufacturer's standard warranty terms apply.

Notes: Unless **specifically set forth** in the scope of this proposal, this offer does not include:

- Startup/Configuration of Control Panels and/or Instrumentation not provided by BAR

Taxes: Taxes are excluded from the above price.

We appreciate the opportunity to work with you on this project.
If you have any questions or concerns regarding this scope of work, please contact us.

Thanks,

BAR Control Systems

Cc:
Jonathon Johnson (jjohnson@barenviro.com)
Randy Carpenter (rando@barenviro.com)
Will Martindale (wmartindale@barenviro.com)

BAR
ENVIRONMENTAL, INC.
A Ricky Bobby Company

BAR CONTROL SYSTEMS INC - STATEMENT OF QUALIFICATIONS

www.barenviro.com
615-373-0788

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COMPANY OVERVIEW

About Us

For over 40 years, BAR Environmental has been dedicated to supporting the water and wastewater industry, providing solutions for your daily challenges. With a wide range of manufacturing partners, an in-house field service team, and an integration and controls division, we are equipped to handle any obstacles you encounter.

OUR PROCESS

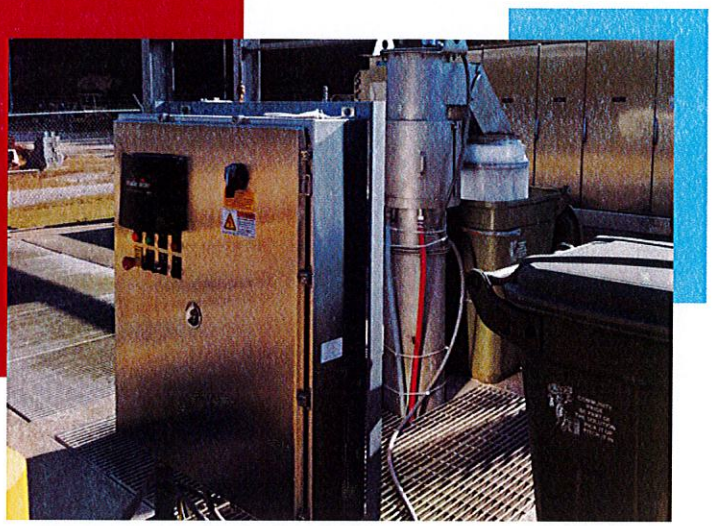
Mission

Founded in 1984 by Rick Pearson and John Dickson, BAR Environmental Inc., formerly Dickson Pearson Associates, has solidified a renowned legacy spanning four decades in the Water and Wastewater Industry across the Southeast. For 40+ years, we have built long-lasting connections with manufacturers, consulting engineers, plant managers, and operators, fostering a reputation of trust and excellence.

Our mission is to deliver unparalleled products and services that not only address the challenges faced by our clients but also provide custom solutions that cater to their specific needs. Looking ahead, we are committed to nurturing existing partnerships, empowering the growth of our associates, and pioneering innovative solutions for the evolving demands of the water and wastewater industry over the next 40 years and beyond.

COMPANY VALUES

Winning **A**ggressive **T**eamwork **E**xcellence **R**esponsiveness



WHAT WE DO

BAR Control Systems specializes in delivering fully integrated instrumentation and control solutions for the water and wastewater industry. As a trusted subcontractor, we provide detailed design, fabrication, installation, and startup services, along with ongoing system troubleshooting and repair to keep operations running reliably. Our expertise extends to water and wastewater treatment plants, remote telemetry for water distribution systems, and wastewater collection networks, ensuring both new projects and existing systems perform at their highest level.

VTScada
Software for Monitoring & Control

Rockwell Automation
Recognized System Integrator

UL 508A INDUSTRIAL CONTROL PANEL FABRICATOR

TRUSTED EXPERIENCE

BAR Control Systems has a proven history of collaborating with leading manufacturers to deliver reliable, efficient, and fully integrated control solutions. Through projects across municipal utilities and industrial facilities, we have designed, fabricated, and commissioned systems using trusted, industry-standard hardware and instrumentation. Our long-standing relationships with these manufacturers allow us to provide clients with dependable technology, streamlined support, and consistent results

Manufacturers We Work With

- ABB
- Allen Bradley
- Ashcroft
- Badger
- Cutler Hammer
- Emerson
- Endress & Houser
- Fluke
- Hammond
- Krohne
- Modicon
- Siemens
- Square D

CAPABILITIES IN ACTION

- PLC Configuration & Programming

Standardized on Allen Bradley CompactLogix and ControlLogix platforms, with additional expertise in Modicon and Siemens PLCs. Skilled in programming, troubleshooting, and system integration to support both new and legacy control systems.

- HMI Design & Implementation

Experienced with multiple HMI platforms and fully standardized on VTScada. Projects include migration from Wonderware to VTScada, development of clear P&ID graphics, and custom widget creation for operators.

- Control Panel Design & Fabrication

UL-compliant, custom-built panels designed for pumps, chemical feed, dosing systems, booster stations, and complete plant upgrades. Fabrication is performed at our local Hendersonville, TN service center.

- Process Instrumentation

Installation, calibration, and integration of flow, level, pressure, and analytical instruments. Experience includes pH probes, radar level transducers, analyzers, and chemical feed instrumentation across water and wastewater plants.

- System Troubleshooting & Repair

On-call expertise for diagnosing and correcting electrical, control, and instrumentation issues. Proven record of restoring operations at pump stations, treatment facilities, and industrial sites.

- Process Control Consulting

Partnering with owners, operators, and engineering firms to improve reliability, efficiency, and compliance through customized automation strategies.

- Fiber Optics & Communication Systems

Licensed frequency radio repeaters, telemetry systems, and fiber optic termination/testing. Extensive experience integrating remote sites back to central SCADA operations.

PROJECT HIGHLIGHTS

Knoxville Utilities Board
Water & Wastewater Remote Facilities

Knoxville Utilities Board needed a reliable way to connect over 75 remote water and wastewater sites back to their central Operations Building. BAR Control Systems installed a new server rack and three licensed frequency radio repeaters to improve communication infrastructure. We programmed multiple PLCs with Modicon software to relay system data seamlessly across the network. This integration provided operators with centralized visibility, reduced downtime, and strengthened system reliability across the entire utility district.

- Key Deliverables:
- Installed server rack and licensed radio repeaters
- Programmed Modicon PLCs for remote site communications
- Connected 75+ remote facilities into central SCADA

Franklin Water & Sewer
Wastewater Treatment Plant Upgrade

The City of Franklin undertook a full plant upgrade to enhance treatment capacity and process reliability. BAR Control Systems installed new chemical feed pumps along with level and flow control devices to modernize alum and polymer dosing systems. A new PLC and HMI platform were deployed with a simplified operator interface designed to reduce complexity and improve process oversight. The result was a streamlined system that increased efficiency while providing operators with accurate, real-time information to manage chemical dosing.

Key Deliverables:

- Installed new chemical feed pumps and flow/level instruments
- Upgraded PLC and HMI systems for plant operations
- Enhanced dosing control for alum and polymer systems

PROJECT HIGHLIGHTS

Dayton Electric & Water
SCADA Upgrade – Water Treatment Plant

Dayton Electric & Water needed to modernize their operator interface and improve system monitoring. Their existing Wonderware application was outdated and lacked the features required for efficient plant operations. BAR Control Systems migrated the plant to VTScada, creating a more user-friendly and feature-rich HMI platform. Operators gained clear visibility of tank levels, pump performance, and distribution flow through customized graphics and widgets. The upgrade provided smoother daily operations and a scalable SCADA system that will serve the utility well into the future.

Key Deliverables:

- Migrated from Wonderware to VTScada platform
- Developed custom widgets for tank levels, pump status, and comms
- Delivered a modern operator interface with improved usability

First Utility District
Wastewater Pump Station Upgrade

First Utility District required a complete upgrade to their wastewater pump station control scheme to accommodate expansion and improve reliability. BAR Control Systems designed, constructed, and installed a new pump control panel to support the addition of a third pump. The system was programmed with primary and secondary modes of operation to ensure redundancy. New radar level transducers and controllers were installed and fully integrated with an updated Allen Bradley PLC program. The result was a modernized, efficient, and reliable pump station ready to handle current and future demands.

Key Deliverables:

- Designed and fabricated new pump control panel for third pump addition
- Integrated radar level instrumentation and controllers
- Reprogrammed PLC with Allen Bradley software for seamless operation

PROJECT HIGHLIGHTS

Ecowater Systems – Ripley, MS
Hardwater Dosing System Upgrade

Ecowater Systems required a new control solution to manage water hardness by dosing calcium chloride ($CaCl_2$) and magnesium chloride ($MgCl_2$). BAR Control Systems designed, fabricated, and executed a custom control panel to automate this process. A feedback control loop was implemented using downstream analyzers to compare actual hardness against the target setpoint, allowing precise adjustments to chemical feed rates. The system was integrated with a Micro850 PLC, an operator interface, and VTScada graphics for easy operator oversight. The result was a highly accurate and reliable dosing system that maintained consistent water quality.
Key Deliverables:

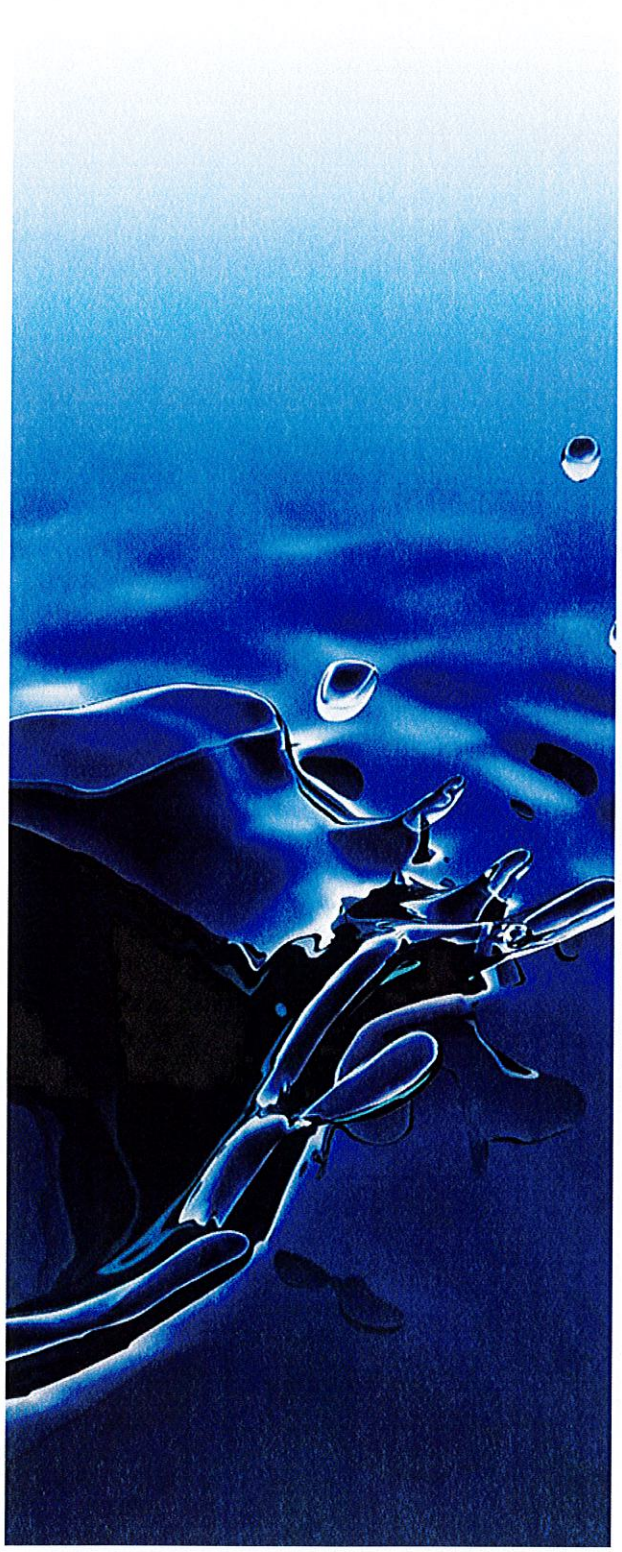
- Designed and fabricated control panel for chemical dosing
- Integrated calcium and magnesium chloride feed system
- Implemented feedback loop for precise water hardness control
- Installed PLC, I/O modules, surge protection, and HMI interface

St. Clair Foods – Memphis, TN
pH Probe Integration with SCADA

St. Clair Foods had existing pH probes in operation but lacked the ability to tie them into their plant SCADA for centralized monitoring. BAR Control Systems engineered a solution by adding a MODBUS RTU to TCU gateway, which allowed the probes to be connected to the plant's VTScada system. This integration enabled operators to continuously monitor pH levels and probe status within their existing SCADA interface. The upgrade improved process visibility and provided operators with reliable, real-time data for production control.
Key Deliverables:

- Integrated existing pH probes into plant SCADA
- Added MODBUS RTU to TCU gateway for communications
- Enabled real-time monitoring of pH levels and probe status in VTScada

WHO WE'VE WORKED WITH



- Franklin, TN WWTP
- Knoxville Utility Board
- Tennessee American Water
- Hallsdale Powell Utility District
- Loudon Utility Board
- Morristown, TN - WWTP
- First Utility District - Knoxville
- Jonesborough, TN WWTP
- Memphis, TN WWTP
- Hamilton County Wastewater Treatment Authority
- Cartersville, GA - Biosolid Processing
- Collierville, TN WTP
- Hartwell, GA WWTP
- Gallatin, TN WWTP
- Brentwood, TN - WWTP
- Ripley, MS
- Decherd, TN - WWTP
- Rome, GA - WWTP
- Erwin, TN - WWTP
- Walker Country - WTP/WWTP
- Livingston, TN - WTP
- City of Chattanooga
- Benton, TN - WWTP
- Portland, TN - WWTP
- Orlando, FL - Biosolid Processing
- Natchitoches Parish, LA - WWTP
- Dayton, TN - WWTP
- Vonore, TN - WWTP
- Southern Adventist University
- Ocoee Utility District
- Athens Utility Board

OUR TEAM

- **Jonathon Johnson – Instrumentation & Controls Engineering Manager**

Jonathon brings over 18 years of experience in the water, wastewater, oil, and gas industries. He is an expert in field instrumentation, control systems, wiring, and PLC/HMI programming and troubleshooting. Jonathon has worked with numerous municipalities and utility districts across the Southeast, improving the performance, efficiency, and reliability of their control systems. He has successfully led turnkey upgrades, from system design to commissioning, and provides leadership in ensuring technical precision and system dependability.

- **Nathan Deal – I&C Engineer**

Nathan is a Middle Tennessee–based engineer with experience in instrumentation and controls across both municipal and industrial applications. Skilled in PLC and HMI programming, he also brings expertise in process design, system troubleshooting, and control system integration. Nathan's hands-on project support has contributed to increased performance and reliability of automation systems for a variety of clients.

- **Will Martindale - Project Manager**

Will is a project manager with 3 years of experience in the water and wastewater industry. His background includes both engineering and supplier-side roles on major projects involving integration and controls. Will's engineering insight and practical project knowledge bring added depth to BAR Control Systems' ability to deliver compliant, efficient, and operator-focused solutions.

- **Joe Sanford, P.E. – Professional Engineer**

Joe has extensive experience managing instrumentation and control projects from conception through completion. He specializes in coordinating with owners, contractors, and suppliers to ensure seamless project delivery. Joe's focus on schedule, budget, and quality control makes him a key leader in overseeing BAR Control Systems' projects, ensuring clients receive reliable, well-executed solutions.

In addition to our engineering and management staff, BAR Control Systems is supported by a team of over 12 highly trained service technicians covering the entire Southeastern region. Our service team is OSHA 30 certified and committed to safety, reliability, and rapid response. They are available to support any integration project or service need, working alongside our engineers to troubleshoot, adapt, and overcome challenges in the field. This ensures every project — from upgrades to new installations — is delivered with the confidence and dependability our clients expect.

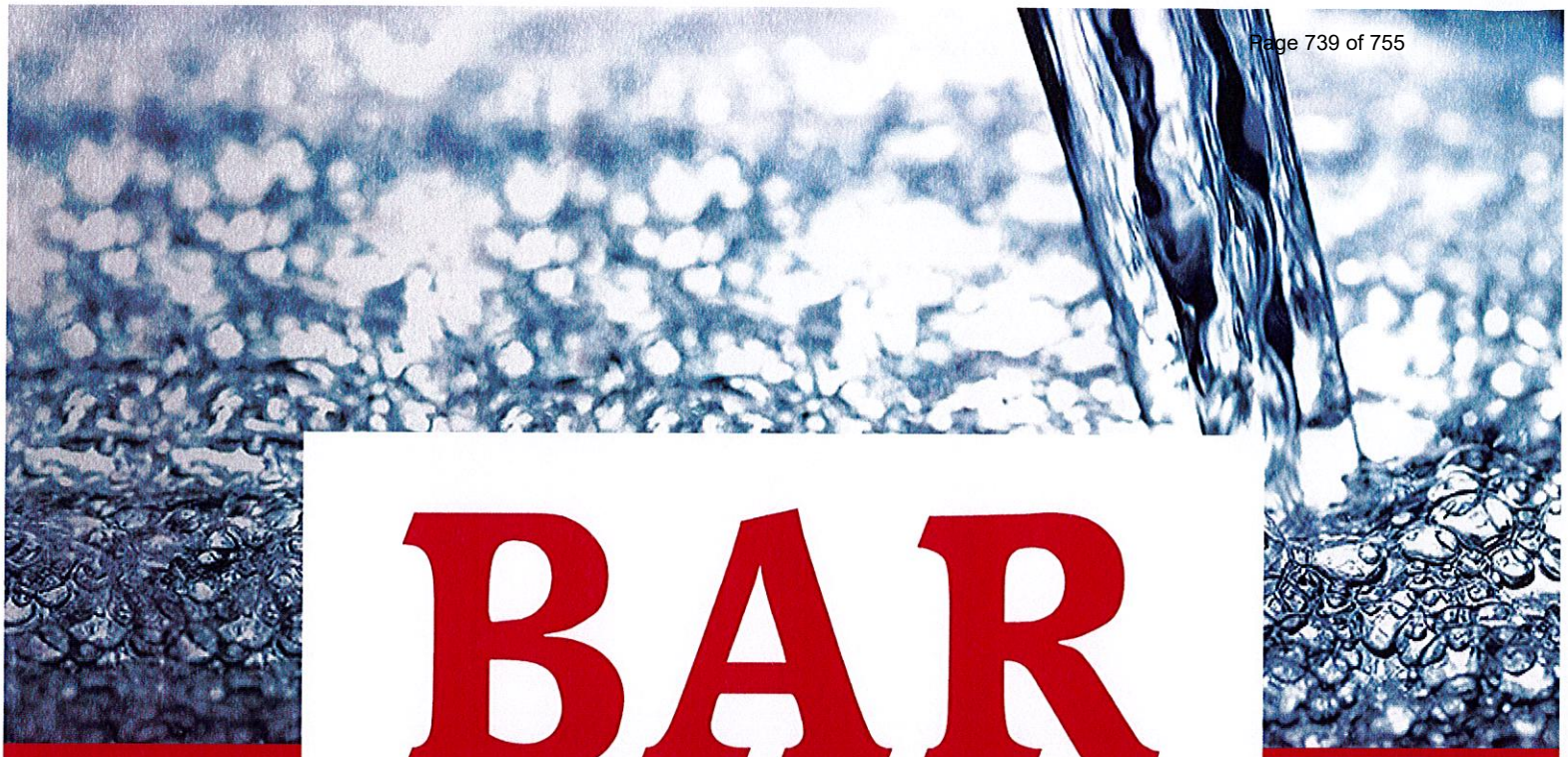
WHY CHOOSE BAR CONTROL SYSTEMS?

Choosing the right integration partner is critical to the success of any water or wastewater project. BAR Control Systems brings together proven expertise, trusted partnerships, and a track record of reliable results to deliver solutions that last.

What Sets Us Apart

- Proven Experience – Decades of combined project knowledge across municipal and industrial facilities.
- Full-Service Solutions – From design and fabrication to installation, programming, troubleshooting, and long-term support.
- Certified & Compliant – UL508A panel fabrication, and Build America, Buy America (BABA) compliance.
- Recognized Integrator – Officially recognized as an Allen Bradley System Integrator and a VTScada Certified Integrator, demonstrating our depth of expertise with industry-leading platforms.
- Trusted Technology Partners – Strong working relationships with manufacturers such as Allen Bradley, Siemens, ABB, Endress+Hauser, Krohne, and others.
- Local Expertise, Regional Reach – Based in Tennessee and serving communities and industries across the Southeast.
- Client-Focused Delivery – Every project is tailored to improve performance, reliability, and operator ease-of-use.

At BAR Control Systems, we don't just deliver systems — we deliver confidence, efficiency, and long-term value for our clients.



BAR

ENVIRONMENTAL, INC.

A Ricky Bobby Company

Office: 100 Winner's Cir. N., Suite 420, Brentwood, TN 37027
Service Shop: 45 Industrial Park Dr, Hendersonville, TN 37075

info@bar-enviro.com
www.barenviro.com

COUNTY AGENDA REQUEST

Department:	Water System	Presenter(s):	Vanessa Tigert, Director
Meeting Date:	Thursday, January 22, 2026	Type of Request:	New Business #31

Wording for the Agenda:

Request to approve Change Order #1 to Contract #2563-B-On-Call Annual Contract for Water Distribution and Stormwater Infrastructure, Task Order #2-10" Main – Kenwood Road at Morning Creek Bridge, in the amount of $362,775.00 to repair the water distribution line on Kenwood Road at Morning Creek.

Background/History/Details:

The Kenwood Road water distribution line provides hydraulic connectivity between Ellis Road and Hwy 92 Water System storage tanks. Morning Creek Bridge on Kenwood Road was replaced in 2010 using 2004 SPLOST funds. The 10 in. water main on Kenwood Road at the bridge was not improved or relocated at construction, therefore burying the main further by 4-6 ft. The line is trellised over the creek and then becomes buried parallel to the bridge ramps. The overall depth of this pipe is now at a minimum 10 ft. The water main is located on the north side of Kenwood Road and then crosses to the south side of the road underneath the Morning Bridge east ramp.

In July 2024 this water distribution line broke on the east side of the bridge where the bridge transitions to the ramp leading up to the bridge causing significant erosion along the right of way and underneath Kenwood Road. Due to the pipe's depth, size and unknown damage along the bridge ramp and underneath Kenwood Road this pipe could not be repaired until the Water Distribution and Stormwater Infrastructure On-Call contract became effective.

Repair began in Oct 2024 but was stopped due unsafe working conditions due to pipe depth and nature of fill material. Staff determined the safest way to move forward with the repair is to replace the trellised line above the creek by boring under Morning Creek. The On Call contractor received two estimates to perform the additional work. The lowest of the two estimates was $362,775.

What action are you seeking from the Board of Commissioners?

Approval of Change Order #1 to Contract #2563-B-On-Call Annual Contract for Water Distribution and Stormwater Infrastructure, Task Order #2-10" Main – Kenwood Road at Morning Creek Bridge, in the amount of $362,775.00 to repair the water distribution line on Kenwood Road at Morning Creek.

If this item requires funding, please describe:

Funding is available in 2004 SPLOST R-6 for repairs to this water distribution line in the amount of $1.5M.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	Yes	Backup Provided with Request?	Yes

All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.

Approved by Finance	Yes	Reviewed by Legal	
Approved by Purchasing	Yes	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

FAYETTE County
Create Your Story!

Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess TB

From: Colette Cobb CC

Date: January 22, 2026

Subject: Contract 2563-B: On-Call Annual Contract for Water Distribution and Stormwater Infrastructure
Task Order 2: 10" Main - Kenwood Rd at Morning Creek Bridge
Change Order 1

Shockley Plumbing, Inc. was awarded 2563-B on July 24, 2025, for the On-Call Annual Contract for Water Distribution & Stormwater Infrastructure.

This Task Order was authorized to repair a 10" water main at Morning Creek Bridge. The break is at or near the bend where the water line turns away from the road. The actual break has not been seen. The water line is close to the road and approximately 12' deep. Traffic control will be needed.

Repair began in October 2024 but was stopped due to unsafe working conditions due to pipe depth and nature of fill material. Staff determined the safest way to move forward with the repair is to replace the trellised line above the creek by boring under Morning Creek. The On-Call contractor received estimates to perform the additional work. The lowest of the estimates was $362,775.00.

Specifics of the proposed change order are as follows:

Contract Name	2563-B: On-Call Annual Contract for Water Distribution and Stormwater Infrastructure
Contractor	Shockley Plumbing, Inc.
Task Order 2	10" Main - Kenwood Rd at Morning Creek Bridge
Change Order 1	Additional Repairs
Not to Exceed Amount	$ 69,432.00
Change Order 1:	**$362,775.00**
Not to Exceed Amount	$432,207.00

Budget:

Org Code	32140220	2004 SPLOST
Object	541210	Other Improvements
Project	R-6	Kenwood Rd
Available	$1,500,000.00	As of 1/13/2026

FAYETTE County
Create Your Story!

Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess AW for TB

From: Colette Cobb CC

Date: September 3, 2025

Subject: Contract 2563-B: On-Call Annual Contract for Water Distribution and Stormwater Infrastructure
Task Order 2: 10" Main - Kenwood Rd at Morning Creek Bridge

Shockley Plumbing, Inc. was awarded Contract 2563-B on July 24, 2025. During the term of this contract, task orders will be issued for Water System and Stormwater management projects as needed.

This Task Order will repair a 10" water main at Morning Creek Bridge. The break is at or near the bend where the water line turns away from the road. The actual break has not been seen. The water line is close to the road and approximately 12' deep. Traffic control will be needed.

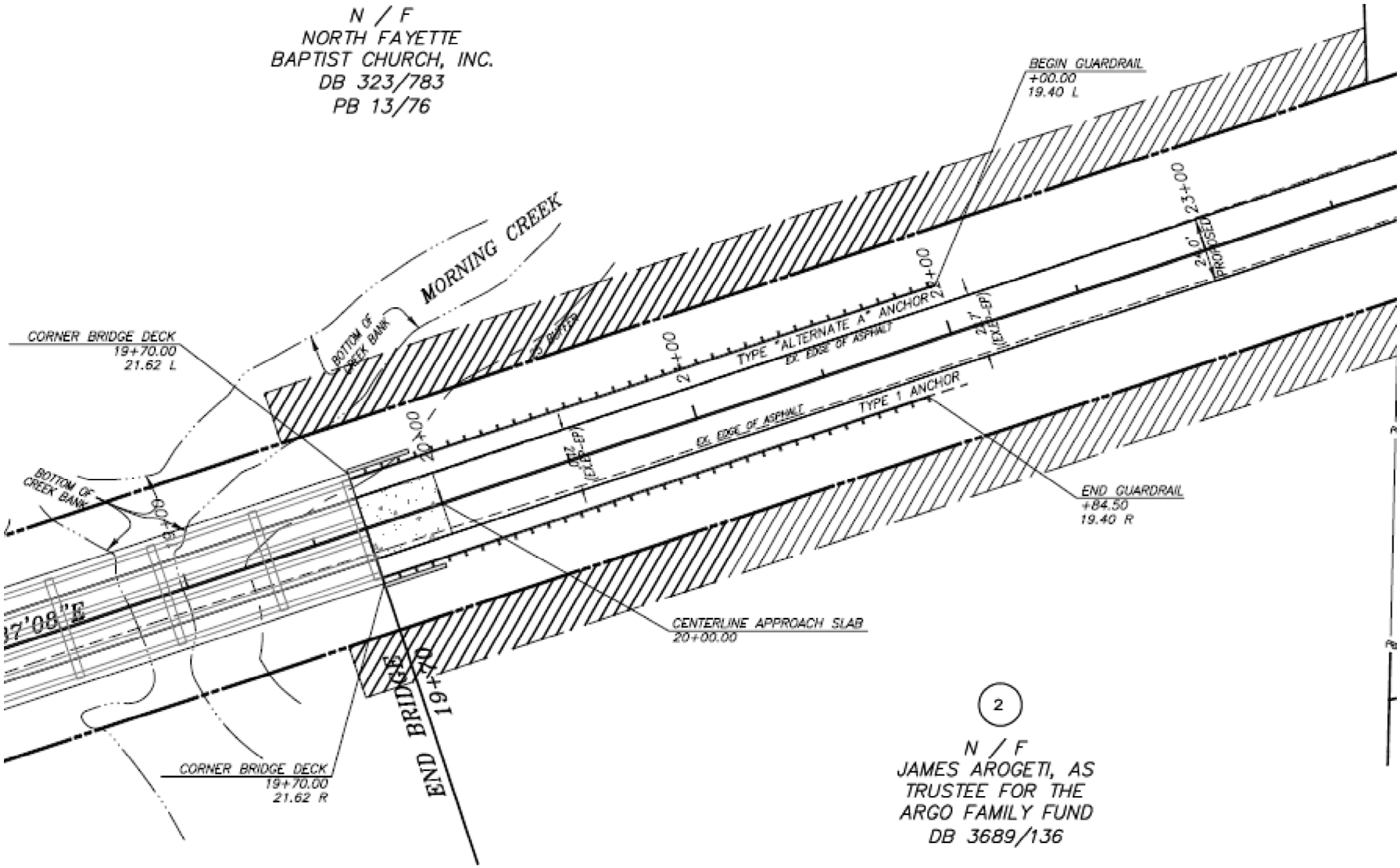
Specifics of the proposed task order are as follows:

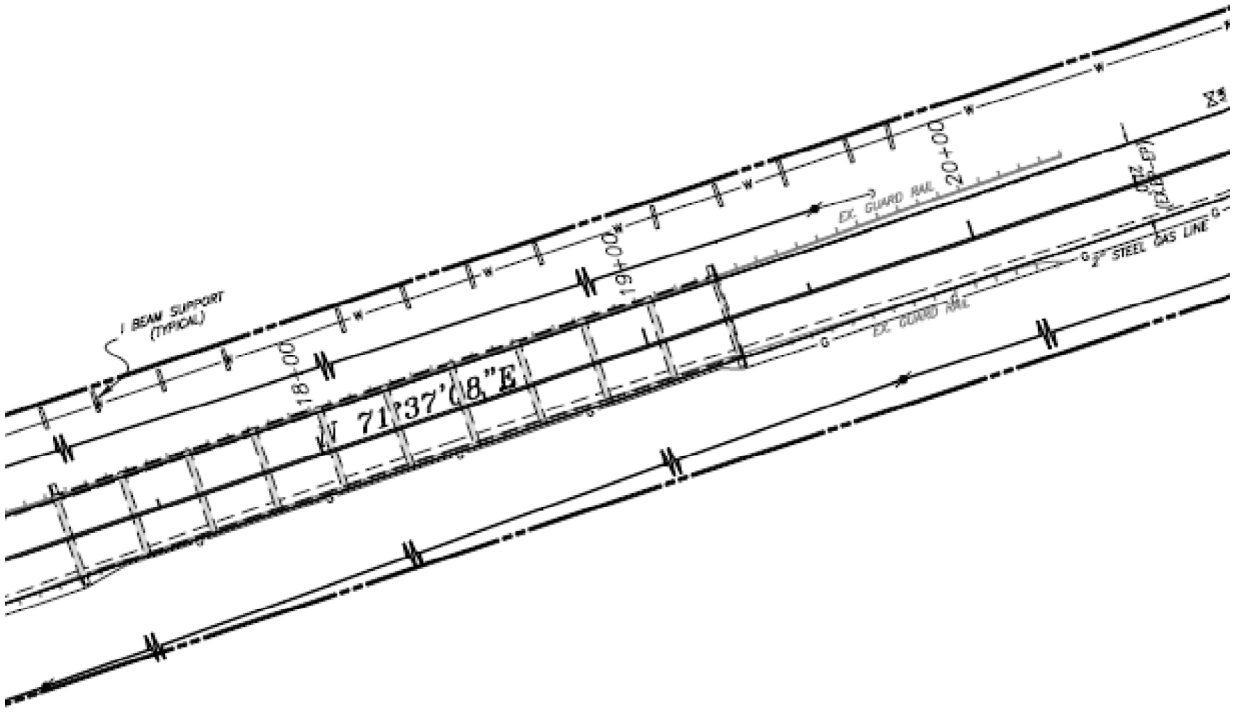
Contract Name	2563-B: On-Call Annual Contract for Water Distribution and Stormwater Infrastructure	
Contractor	Shockley Plumbing, Inc.	
Task Order 2	10" Main - Kenwood Rd at Morning Creek Bridge	
Not to Exceed Amount	$69,432.00	
Budget:		
Org Code	50740400	Water System CIP
Object	542540	Water CIP
Project	8WTEX	Waterline Extensions
Available	$359,222.88	As of 8/28/25

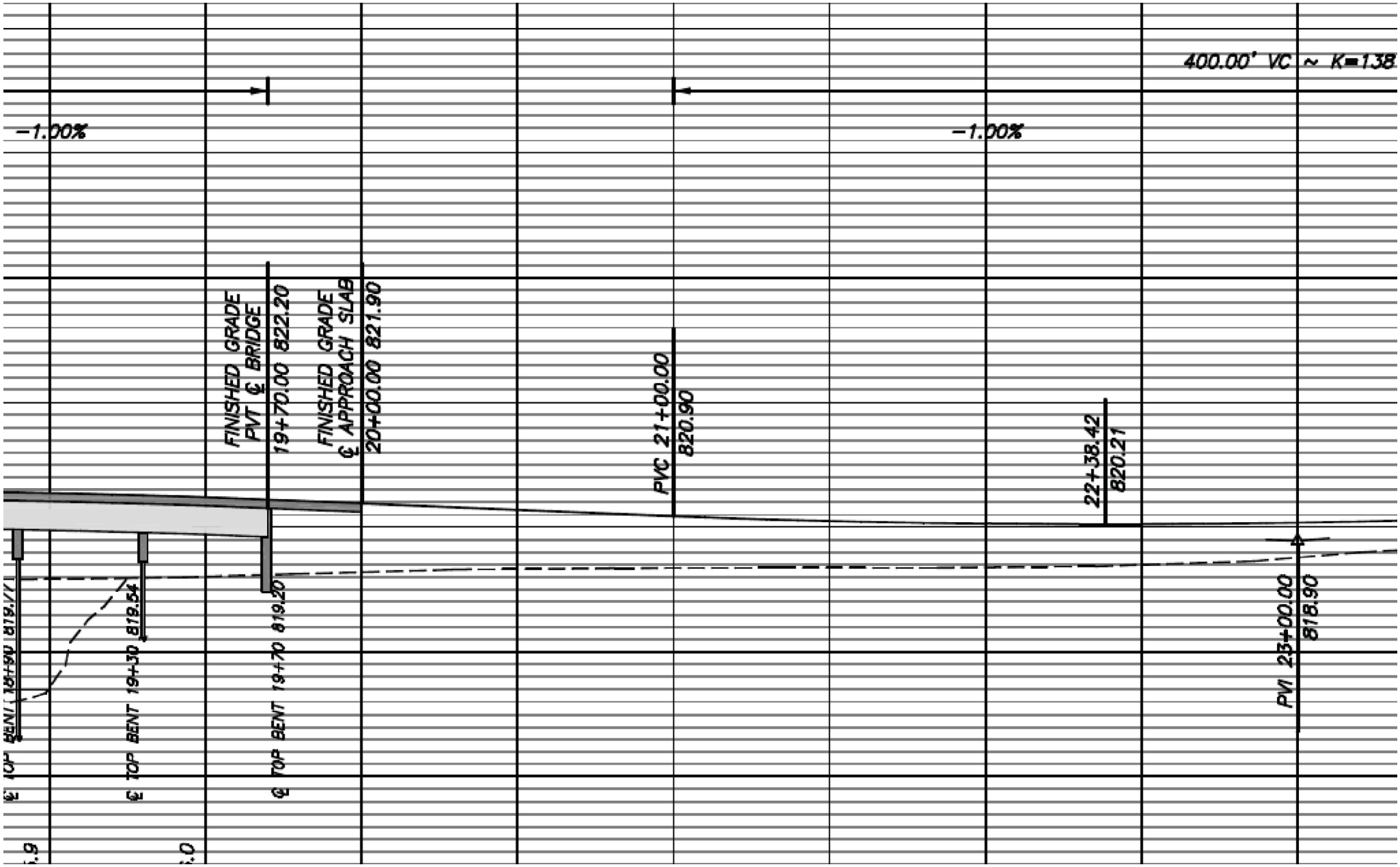
Approved by: _____ Date: 9/5/25

Place on County Administrator's Report? Yes No

On Agenda Dated: _____


N / F
NORTH FAYETTE
BAPTIST CHURCH, INC.
DB 323/783
PB 13/76
MORNING CREEK
BEGIN GUARDRAIL
+00.00
19.40 L
CORNER BRIDGE DECK
19+70.00
21.62 L
BOTTOM OF CREEK BANK
BOTTOM OF CREEK BANK
TYPE "ALTERNATE A" ANCHOR
EX. EDGE OF ASPHALT
TYPE 1 ANCHOR
EX. EDGE OF ASPHALT
END GUARDRAIL
+84.50
19.40 R
CENTERLINE APPROACH SLAB
20+00.00
END BRIDGE 19+70
CORNER BRIDGE DECK
19+70.00
21.62 R
2
N / F
JAMES AROGETI, AS
TRUSTEE FOR THE
ARGO FAMILY FUND
DB 3689/136


I BEAM SUPPORT (TYPICAL)
18+00
19+00
20+00
EX. GUARD RAIL
EX. GUARD RAIL
2" STEEL GAS LINE
N 71°37'08"E


400.00' VC ~ K=138
-1.00%
-1.00%
FINISHED GRADE
℄ BRIDGE
19+70.00 822.20
FINISHED GRADE
℄ APPROACH SLAB
20+00.00 821.90
PVC 21+00.00
820.90
22+38.42
820.21
PVI 23+00.00
818.90
℄ TOP BENT 19+30 819.54
℄ TOP BENT 19+70 819.20

Shockley Plumbing Inc

1749 Habersham Church Road
Perkins, GA 30442

Estimate

Date	Estimate #
1/7/2026	281

Name / Address
Fayette 25-26 Kenwood Rd and Morning Creek

Project

Description	Qty	U/M	Cost	Total
495' of Boring Labor Only Cost	1		86,625.00	86,625.00
Materials provided by Shockley Plumbing	1		89,100.00	89,100.00
*****This is for a dirt bore only. If rock is encountered the HDD estimate is $284,625.00 for labor and Material of $89,100.00 for a total of $373,725.00*****				

Please Note the separate total if rock is encountered.

Subtotal	$175,725.00
Sales Tax (3.0%)	$0.00
Total	$175,725.00

Signature _____

HDD Inc.
PO Box 780697
Tallassee, AL 36078
+13349912142
office@hddincalabama.com
www.hddincalabama.com

Proposal

ADDRESS
Fayette County

PROPOSAL # 120425-002
DATE 12/04/2025

PROJECT NAME
Morning Creek ROCK

TERMS
Net 30 days

DESCRIPTION	QTY	RATE	AMOUNT
Directional bore, fusion weld and install 16" HDPE under Morning Creek and pull 12" fusible PVC through when bore is complete	400	575.00	230,000.00
IN ROCK	495	$575.00	$284,625.00
Price reflected in the "rate" field is a per foot price. The quantity shown on this proposal is an estimate based on information received from the customer.			
If rock is encountered during the bore process, rock pricing will apply to the entire bore			
Customer to provide all materials			
Customer to fusion weld FPVC			
Customer to prep setup area and exit area as needed for entry and set up			
Location of work performed: Morning Creek near Kenwood Rd Fayette County, GA			
The amount quoted on this proposal is subject to change if undisclosed requirements for entry to job-sites arise including but not limited to drug screens, insurance or bond requirements, safety classes, badging/entry requirements and any other contractual requirements that may cause delays or down time for our crews.			

By signing/accepting this proposal, customer agrees to all terms as outlined on the proposal.

TOTAL **$230,000.00**

Accepted By

Accepted Date

Thank you for allowing us to provide this quote. We look forward to hearing from you soon. Phone # 334-321-7571

Estimate

D&C Directional Boring, LLC
Directional, Auger, & Ram Boring

Dennis Williams
Cell (912) 656-2185
Office (912) 429-4112
Dennisw5656@gmail.com

3258 Julienton RD NE Townsend, GA 31331

Any size conduit or casing

Date	Estimate #
12/9/2025	224

Name / Address

Shockley Plumbing,Inc.
Robert Shockley
1749 Habersham Church Rd
Perkins,Ga 30442

P.O. No.	Project
	Kenwood Rd @ Morning ...

Description	Qty	Rate	Total
Directional Bore and pull 16" DR17 HDPE IPS Casing w/ 12" DR18 FPVC Blue Carrier for water main (pipe,fusion & tra.wire)	495	435.00	215,325.00
Job Location : Fayette County Water note : if rock incountered on bore path use rock per ft price on rock footage (1025 per ft)		0.00	0.00

Based on Morning Bridge Construction Plans, the estimated rock footage that may be encountered is 250 ft .and the estimated dirt estimate 245 ft.
250 ft of rock boring = $256,250
245 ft of dirt boring = $106,575

Total estimate = $362,775

Total $215,325.00

FAYETTE County
Create Your Story!

Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

January 5, 2025

Brett Wren
Carbyne, Inc.
150 West 30th Street
New York, NY 10001

Subject: Contract 1477-S: Carbyne Public Safety Ecosystem
Renewal 4: 1/29/2025 – 1/28/2026
5-Month Extension: 1/29/2026 – 6/30/2026
Notice to Proceed

Dear Mr. Wren:

You are hereby notified that the above referenced contract renewal is fully executed. Your contact person for this project is Katye Vogt at (770) 320-6053.

All insurance coverage shall be kept current for the duration of the contract period.

Invoices should be submitted by email to: accountspayable@fayettecountyga.gov or by U.S. Mail to:

Fayette County Finance
140 Stonewall Ave. W., Suite 101
Fayetteville, GA 30214

Attn: Accounts Payable, **PO 20260288**

Thank you for your participation in this Fayette County project. If you have any questions, please do not hesitate to contact Colette Cobb, at (770) 305-5115 or email at ccobb@fayettecountyga.gov.

Sincerely,

Ted L. Burgess
Chief Procurement Officer

TLB/cc

Attachments

Contract Extension

Contract Number: 1477-S **Renewal:** 4

Contract Name: Carbyne Public Safety Ecosystem

Contractor: Carbyne, Inc.

This Contract Extension is entered into by Fayette County, Georgia and the above-named contractor, parties to the above-identified Contract.

WITNESSETH:

1. The Date of Operation was established as January 29, 2021.
2. Renewal 2 began on January 29, 2023, and ended on January 28, 2024.
3. Renewal 3 began on January 29, 2024 and ended on January 28, 2025.
4. Renewal 4 began on January 29, 2025 and ends on January 28, 2026.
5. Both parties agree to extend the contract for an additional five (5) months.
6. The contract price is $290,000 for a 12-month term. For Renewal 4's extended term, the contract price is increased by ~~$120,033.33~~ $120,433.33 for a total of $410,833.33.
7. The contract is hereby extended for an additional five (5) months, to end on June 30, 2026.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official.

CONTRACTOR:

Signature: Signed by: John Rucker

Print Name: John Rucker

Title: Chief Financial Officer

Date: 12/5/2025

FAYETTE COUNTY, GEORGIA:

Signature

Print Name: Steve Rapson

Title: County Administrator

Date: 12/10/25

Docusign Envelope ID: 2CBC006F-680A-4208-83B9-D5D900731C83

CARBYNE

Carbyne Change Order

Katye Vogt, Director

Fayette County 911 Communications
140 Stonewall Ave West, Ste 100, Fayetteville, GA 30214
+1.770.320.6053 | kvogt@fayettecountyga.gov

October 30, 2025

Carbyne Contact:

Dominique Mathis
Public Safety Manager
+1 305.724.2854 | dominiquem@carbyne.com

Carbyne, Inc.
New York, NY 10001
www.carbyne.com

CARBYNE

Customer Information	
Contract	Carbyne Public Safety Ecosystem Agreement dated June 6, 2018 ("Agreement") and Statement of Work dated October 29, 2022 ("SOW")
Customer Name	Fayette County 911 Communications
Site Address	140 Stonewall Ave West, Ste 100, Fayetteville, GA 30214
Customer Contact Name	Katye Vogt, Director
Customer Contact Phone	+1.770.320.6053
Customer Contact Email	kvogt@fayettecountyga.gov

Change Order

This Change Order modifies the Customer's billing and contract expiration date to align with the Customer's fiscal year cycle of July to June. Carbyne has invoiced, and Customer has paid, for the period of January 29, 2025 through January 28, 2026. Upon execution of this Change Order, Carbyne will invoice for the months of January 2026 (1/29/2026) through June 2026 (6/30/2026).

Thereafter, Carbyne will invoice the full annual subscription fee for each annual period which will begin on July 1, 2026 for the remainder of the subscription term under the Agreement. Accordingly, Carbyne will invoice Customer for the 2026-2027 annual period on July 1, 2026 and with the new annual invoice date, the new Subscription End Date will be June 30, 2027.

Current Annual Fees		
Original Contract	$192,000.00	$290,000.00
Change Order	$93,500.00	
Additional Firewall Maintenance	$4,500.00	

Prorated Invoice to Align with Budget Cycle January 2026 (1/29/2026) through June 2026 (6/30/2026) 5-months		
Original Contract	$80,000.00	$120,833.33
Change Order	$38,958.33	
Additional Firewall Maintenance	$1,875.00	

CARBYNE

2026-2027 Subscription Fees (7/1/2026 - 6/30/2027)		
Original Contract	$192,000.00	$290,000.00
Change Order	$93,500.00	
Additional Firewall Maintenance	$4,500.00	

Except as modified by this Change Order, the Contract will remain in full force and effect. In the event of a conflict between the terms of the Contract and the terms of the Change Order, the terms of the Change Order will govern.

The parties have caused this Change Order to be executed by their respective authorized signatories as of the date first set forth below.

Signatures of Authority

This Change Order is entered into by and between **Carbyne, Inc.** and **Fayette County Board of Commissioners**.

Carbyne, Inc.	**Fayette County Board of Commissioners**
By: Signed by: John Rucker 5B8850C3F5984C5...	By:
Name: John Rucker	Name: Steve Rapson
Title: Chief Financial Officer	Title: County Administrater
Date: 12/5/2025	Date: December 10, 2025
Address: 45 W. 27th Street, 2nd Fl., New York, NY 10001	Address: 140 Stonewall Ave West, Ste 100, Fayetteville, GA 30214
	Attestation:
	By:
	Name: Tameca P. Smith
	Title: County Clerk
	Date: December 10, 2025
	Seal:

CARBYNE