CITY OF DAHLONEGA
City Council Meeting Agenda

September 08, 2026, 6:00 PM

Gary McCullough Council Chambers, Dahlonega City Hall

I. CALL TO ORDER

II. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

III. APPROVAL OF AGENDA

IV. PUBLIC COMMENTS - PLEASE LIMIT TO FOUR MINUTES PER SPEAKER

V. APPROVAL OF MINUTES

(1.) Regular Meeting of August 3, 2026
Rhonda Hansard, City Clerk

(2.) Work Session of August 17, 2026
Rhonda Hansard, City Clerk

VI. APPOINTMENTS, PROCLAMATIONS, AND RECOGNITIONS

(1.) Proclamation declaring September 17, 2026 through September 23, 2026 as *Constitution Week* in Dahlonega, Georgia
Sam Norton, Mayor

(2.) Appointment of Joyce Westmoreland to the Historic Preservation Commission
Sam Norton, Mayor

(3.) Appointment of Stanley Crais Jr. to the Planning and Zoning Commission
Sam Norton, Mayor

VII. CITY REPORTS

(1.) Financial Report - July 2026
Allison Martin, City Manager

VIII. ORDINANCES AND RESOLUTIONS

(1.) Resolution 2026-04 Hazard Mitigation Plan Update Approval
Chief David Wimpy

(2.) Ordinance 2026-05 Relating to Dangerous and Derelict Property
Doug Parks, City Attorney

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at (706) 864-6133.

(3.) Ordinance 2026-06 amendment to Chapter 103 Buildings and Building Regulations for adoption of the new mandatory minimum codes.
Doug Parks, City Attorney

(4.) Adoption of a Resolution authorizing Affidavit concerning the Executive Session of August 3, 2026
Rhonda Hansard, City Clerk

IX. CONTRACTS AND AGREEMENTS

(1.) Approval of Change Order No. One on the City's contract with Sol Construction, LLC regarding the Koyo Lift Station Upgrade (Project No. 222575)
Allison Martin, City Manager

(2.) Property Damage Recovery Service Agreement renewal with Peachtree Recovery Services, Inc.
Allison Martin, City Manager

(3.) Agreement with United Collection Firm of Georgia, Inc.
Allison Martin, City Manager

X. OTHER ITEMS

(1.) Acceptance of Mountain Park into the City's street system
Allison Martin, City Manager / Mark Buchanan, City Engineer

XI. STAFF / COUNCIL ANNOUNCEMENTS AND COMMENTS - PLEASE LIMIT TO THREE MINUTES PER SPEAKER

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

XII. ADJOURNMENT

CITY OF DAHLONEGA
City Council Meeting Minutes
August 03, 2026, 6:00 PM
Gary McCullough Chambers, Dahlonega City Hall

On Monday, August 3, 2026, at 6:09 p.m. in the Gary McCullough Council Chambers at Dahlonega City Hall, the Dahlonega City Council held a Regular Meeting with the following persons present: Johnny Ariemma - Member, Lance Bagley - Member, Dan Brown - Member, Tony Owens - Member, Ryan Reagin - Member, Ross Shirley - Mayor Pro Tem / Member, Sam Norton - Mayor, Allison Martin - City Manager, Doug Parks - City Attorney, and Rhonda Hansard - City Clerk.

I. CALL TO ORDER

II. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

III. APPROVAL OF AGENDA

IV. PUBLIC COMMENTS - PLEASE LIMIT TO FOUR MINUTES PER SPEAKER

V. APPROVAL OF MINUTES

(1.) Special Called Joint Work Session of July 6, 2026
Rhonda Hansard, City Clerk

(2.) Regular Meeting of July 6, 2026
Rhonda Hansard, City Clerk

(3.) Public Hearing of July 20, 2026
Rhonda Hansard, City Clerk

(4.) Work Session of July 20, 2026
Rhonda Hansard, City Clerk

(5.) Special Called Meeting of July 20, 2026
Rhonda Hansard, City Clerk

VI. APPOINTMENTS, PROCLAMATIONS, AND RECOGNITIONS

(1.) Appointment of Esther Morgan-Ellis to the Cemetery Committee
Sam Norton, Mayor

VII. CITY REPORTS

(1.) Financial Report - June 2026
Allison Martin, City Manager

VIII. ORDINANCES AND RESOLUTIONS

(1.) REZN 26-4: Applicants and owners John and Kasey Sharp seek rezoning of their property consisting of .69 acres located at 399 North Chestatee Street (Tax Parcel D07-024) from Zoning District R-l (single family) to Zoning District R-2 (multi-family).
Doug Parks, City Attorney

(2.) Ordinance 2026-02 to Amend Chapter 123, Section 8. Holiday Lighting of the City of Dahlonega Code of Ordinances.
Doug Parks, City Attorney

(3.) Ordinance 2026-03 to Amend Chapter 22, Section 5. Noise Pollution of the City of Dahlonega Code of Ordinances.
Doug Parks, City Attorney

(4.) Ordinance 2026-05 Relating to Dangerous and Derelict Property
Doug Parks, City Attorney

IX. OTHER ITEMS

(1.) Review Scope of Work - Downtown Shuttle Service
Ariel Alexander, Dahlonega Main Street Program Director

(2.) Acceptance of Summit Drive into City Street System
Allison Martin, City Manager / Mark Buchanan, City Engineer

(3.) Alcoholic Beverage License for Consumption on Premises - Class D, Retail Liquor by the Drink; Class E, Retail Beer by the Drink; and, Class F, Retail Wine by the Drink - on behalf of Achasta Beverage Company, LLC located at 639 Birch River Drive
Doug Parks, City Attorney / Rhonda Hansard, City Clerk

(4.) Amendment to the Fiscal Year 2027 Budget Calendar
Allison Martin, City Manager

X. STAFF / COUNCIL ANNOUNCEMENTS AND COMMENTS - PLEASE LIMIT TO THREE MINUTES PER SPEAKER

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

XI. RECESS REGULAR MEETING

XII. EXECUTIVE SESSION - PERSONNEL

XIII. OPEN SESSION FOLLOWING EXECUTIVE SESSION

XIV. ADJOURNMENT

Mayor Norton called the Regular Meeting to order at 6:09 p.m. with all Councilmembers present.

Councilman Brown led the Invocation.

APPROVAL OF AGENDA

There was a motion by Councilman Reagin and a second by Councilman Shirley to approve the Agenda as presented.

Motion carried unanimously.

Mayor Norton recognized members in the gallery from Bear on the Square and announced that the organization can apply for any footprint that they wish to have. The Mayor commented that he is unsure whether Council has any desire to amend the Agenda to add Bear on the Square's requested item, but there is more than ample time to amend a festival footprint.

PUBLIC COMMENTS

The following individuals addressed the Council during Public Comments:

Bill Rath
Richard Davidow
Bill Halderson
Laurie Vakili

Allison Martin, City Manager, responded to Ms. Vakili's comments stating that there is an active Land Disturbance Permit (LDP) for Mountain Park, but that the City has not received a new Site Plan. Manager Martin confirmed what was required in the original Letter of Intent is what is available to be built (referenced townhomes and amenities) and confirmed that a fifty-five and older age-restricted development did not make it into the final zoning conditions.

Lynn Young
Ann Whitley Singleton
Joe Harris Ford
Danielle Dickenson
Sarah Adams

Mayor Norton announced that a Triple Joint Meeting will occur on August 12 to discuss the future of the Nix Building better known as the Crimson Moon. The Mayor stated that the meeting will probably occur at venue larger than City Hall and that Mr. Worick will be leading the discussion.

APPROVAL OF MINUTES

There was a motion by Councilman Reagin and a second by Councilman Brown to approve the Special Called Joint Work Session of July 6, 2026 Minutes; the Regular Meeting of July 6, 2026 Minutes; the Public Hearing of July 20, 2026 Minutes; the Work Session of July 20, 2026 Minutes; and, the Special Called Meeting of July 20, 2026 Minutes.

(1.) Special Called Joint Work Session of July 6, 2026

(2.) Regular Meeting of July 6, 2026

(3.) Public Hearing of July 20, 2026

(4.) Work Session of July 20, 2026

(5.) Special Called Meeting of July 20, 2026

Motion carried unanimously.

APPOINTMENTS, PROCLAMATIONS, AND RECOGNITIONS

(1.) Appointment of Esther Morgan-Ellis to the Cemetery Committee

Mayor Norton thanked Ms. Morgan Ellis for her willingness to serve on the Cemetery Committee.

There was a motion by Councilman Reagin and a second by Councilman Brown to appoint Esther Morgan-Ellis to the Cemetery Committee.

Motion carried unanimously.

CITY REPORTS

(1.) Financial Report - June 2026

Allison Martin, City Manager, addressed the Council and presented the Financial Report for June 2026.

The Council held a discussion to include inquiring why the Solid Waste Fund appears to go upside down and then come back.

Manager Martin responded to the inquiry acknowledging that the Solid Waste Fund ebbs and flows, the Manager referenced the purchase of a new truck which was reflected in a previous Financial Report.

There was a motion by Councilman Shirley and a second by Councilman Brown to accept the Financial Report for June 2026.

Motion carried unanimously.

ORDINANCES AND RESOLUTIONS

(1.) REZN 26-4: Applicants and owners John and Kasey Sharp seek rezoning of their property consisting of .69 acres located at 399 North Chestatee Street (Tax Parcel D07-024) from Zoning District R-l (single family) to Zoning District R-2 (multi-family).

Allison Martin, City Manager, addressed the Council and announced that the Planning Commission recommended denial of the application but that is not staff's recommendation. Manager Martin noted that staff does not recommend denial whenever a property is requesting to move into a conforming use.

Mayor Norton requested that a letter submitted by Kirk Bradley, a constituent, asking the Council to deny the application be read into the record. Doug Parks, City Attorney, advised that the letter not be read aloud since this item of business was not a Public Hearing. Manager Martin confirmed that a copy of the letter will be added to the zoning file.

There was a motion by Councilman Ariemma and a second by Councilman Owens to deny REZN 26-4, an application by John and Kasey Sharp seeking to rezone their property consisting of .69 acres located at 399 North Chestatee Street (Tax Parcel D07-024) from Zoning District R-l (single family) to Zoning District R-2 (multi-family).

The Council discussed whether a change in the property's zoning classification would prohibit short-term rentals and whether the City's ordinances provide adequate authority to address potential enforcement issues that may arise.

Motion tied with three members in favor (Ariemma, Bagley, and Owens) and three members opposed (Brown, Reagin, and Shirley).

Mayor Norton voted in favor of the motion to break the tie.

Motion carried with three members in favor (Ariemma, Bagley, and Owens) and Mayor Norton casting the deciding vote.

(2.) Ordinance 2026-02 to Amend Chapter 123, Section 8. Holiday Lighting of the City of Dahlonega Code of Ordinances.

There was a motion by Councilman Brown and a second by Councilman Reagin to approve Ordinance 2026-02 to Amend Chapter 123, Section 8. Holiday Lighting of the City of Dahlonega Code of Ordinances.

Motion carried unanimously.

(3.) Ordinance 2026-03 to Amend Chapter 22, Section 5. Noise Pollution of the City of Dahlonega Code of Ordinances.

There was a motion by Councilman Shirley and a second by Councilman Owens to approve Ordinance 2026-03 to Amend Chapter 22, Section 5. Noise Pollution of the City of Dahlonega Code of Ordinances.

Motion carried unanimously.

(4.) Ordinance 2026-05 Relating to Dangerous and Derelict Property

There was a motion by Councilman Owens and a second by Councilman Ariemma to approve Ordinance 2026-05 Relating to Dangerous and Derelict Property.

Doug Parks, City Attorney, recommended the Council revise the motion to include that a second reading of the Ordinance will occur during the Council's Regular Meeting in September.

There was a motion by Councilman Owens and a second by Councilman Ariemma to approve Ordinance 2026-05 Relating to Dangerous and Derelict Property with authorization for the Ordinance's second reading to occur during the Council's Regular Meeting in September.

Motion carried unanimously.

[*Clerk's Note: the Regular Meeting will occur on September 8, 2026.*]

OTHER ITEMS

(1.) Review Scope of Work - Downtown Shuttle Service

Ariel Alexander, Main Street Program Director, addressed the Council and confirmed that the Scope of Work was updated to include addressing terrain, storage, and all other items that the Council requested during the Work Session.

There was a motion by Councilman Reagin and a second by Councilman Shirley to authorize City staff to proceed with the issuance of a Request for Proposals (RFP) regarding a downtown shuttle service.

The Council inquired whether opting for a third-party vendor to operate the service will cause additional issues with employee parking. Ms. Alexander stated that, if awarded, drop-off and pick-up locations will have to be established.

Motion carried unanimously.

(2.) Acceptance of Summit Drive into City Street System

Mayor Norton addressed the Council and stated that he had spoken with staff, and it was confirmed that the City will absorb the cost of streetlights leading up to the private gate owned by The Summit of Dahlonega.

There was a motion by Councilman Brown and a second by Councilman Reagin to direct the City Attorney, City Engineer, and the City Manager to complete the items necessary to incorporate the portion of Summit Drive from Morrison Moore Parkway to the private gate at The Summit of Dahlonega into the City of Dahlonega's street inventory.

Motion carried unanimously.

(3.) Alcoholic Beverage License for Consumption on Premises - Class D, Retail Liquor by the Drink; Class E, Retail Beer by the Drink; and, Class F, Retail Wine by the Drink - on behalf of Achasta Beverage Company, LLC located at 639 Birch River Drive

Rhonda Hansard, City Clerk, addressed the Council and stated that staff recommends approval of the Alcoholic Beverage License with the following conditions:

1. The applicant shall satisfy its advertising in The Nugget for four weeks with submittal of an Affidavit of Publication from The Nugget.

2. The Alcoholic Beverage License for Consumption on Premises shall not be issued until the applicant meets all other standards of the City's Codes.

Ms. Hansard confirmed that three out of the four required Legal Advertisements in The Nugget have been published; the final Advertisement is scheduled for publication on Wednesday, August 5.

There was a motion by Councilman Shirley and a second by Councilman Brown to approve the 2026 Alcoholic Beverage License for Achasta Beverage Company, LLC for Consumption on Premises - Class D, Retail Liquor by the Drink; Class E, Retail Beer by the Drink; and, Class F, Retail Wine by the Drink with the conditions as presented by staff.

Motion carried unanimously.

(4.) Amendment to the Fiscal Year 2027 Budget Calendar

Allison Martin, City Manager, presented an amendment to the Fiscal Year 2027 Budget Calendar. Manager Martin stated that the proposed changes were in red text as set forth in the Agenda Packet.

There was a motion by Councilman Bagley and a second by Councilman Brown to amend the Fiscal Year 2027 Budget Calendar as presented by the City Manager.

Councilman Bagley commented that this amendment should not reflect on City staff and that it is unfortunate that the City's timeline for adoption is being pushed to the very end of the deadline.

Motion carried unanimously.

STAFF / COUNCIL ANNOUNCEMENTS AND COMMENTS

Councilman Bagley announced that it is the start of another school year and that there is nothing that he enjoys more than seeing the F.R.O.G.s walking through the downtown square to get haircuts. The Councilman commented that he hopes Bear on the Square turns in its application soon as he wants to get this resolved.

Mayor Norton announced that Christmas in July was a successful event, and that he wanted to reiterate and thank staff for their hard work during the most recent storm as sewer pumps lost electricity and staff worked throughout the night to help get things restored and in working order.

RECESS REGULAR MEETING

There was a motion by Councilman Owens and a second by Councilman Reagin to adjourn the Regular Meeting for the purpose of entering into an Executive Session for the discussion of personnel.

Motion carried unanimously, and the Regular Meeting was recessed at 7:30 p.m.

EXECUTIVE SESSION - PERSONNEL

OPEN SESSION FOLLOWING EXECUTIVE SESSION

There was a motion by Councilman Reagin and a second by Councilman Shirley to come out of recess and reconvene the Regular Meeting.

Motion carried unanimously, and the Regular Meeting was reconvened at 8:11 p.m.

ADJOURNMENT

There was a motion by Councilman Reagin and a second by Councilman Owens to adjourn the Regular Meeting.

Motion carried unanimously, and the Regular Meeting was adjourned at 8:11 p.m.

CITY OF DAHLONEGA
City Council Work Session Minutes
August 17, 2026, 4:00 PM
Gary McCullough Council Chambers, Dahlonega City Hall

On Monday, August 17, 2026, at 4:00 p.m. in the Gary McCullough Council Chambers at Dahlonega City Hall, the Dahlonega City Council held a Work Session with the following persons present: Johnny Ariemma - Member, Lance Bagley - Member, Dan Brown - Member, Tony Owens - Member, Ryan Reagin - Member, Ross Shirley - Member / Mayor Pro Tem, Sam Norton - Mayor, Allison Martin - City Manager, Doug Parks - City Attorney, and Rhonda Hansard - City Clerk.

I. CALL TO ORDER

II. APPROVAL OF AGENDA

III. BOARDS AND COMMITTEES

(1.) Cemetery Committee - July 2026
Chris Worick, Cemetery Committee Chairman

(2.) Downtown Dahlonega Main Street Program - July 2026
Ariel Alexander, Dahlonega Main Street Program Director

IV. DEPARTMENT REPORTS AVAILABLE AT:
https://dahlonega.gov/catergory/department-reports/

(1.) Administration - July 2026
Allison Martin, City Manager

(2.) Community Development - July 2026
Allison Martin, City Manager

(3.) Police - July 2026
George Albert, Chief of Police

(4.) Public Works - July 2026
Mark Buchanan, City Engineer

(5.) Water & Wastewater Treatment - July 2026
John Jarrard, Water/Wastewater Treatment Director

V. APPOINTMENTS, PROCLAMATIONS, AND RECOGNITIONS

(1.) Appointment of Joyce Westmoreland to the Historic Preservation Commission
Sam Norton, Mayor

(2.) Appointment of Stanley Crais Jr. to the Planning and Zoning Commission
Sam Norton, Mayor

VI. PRESENTATIONS

(1.) Hazard Mitigation Plan Update
Chief David Wimpy

VII. ORDINANCES AND RESOLUTIONS

(1.) Ordinance 2026-06 amendment to Chapter 103 Buildings and Building Regulations for adoption of the new mandatory minimum codes.
Doug Parks, City Attorney

VIII. AGREEMENTS AND CONTRACTS

(1.) Property Damage Recovery Service Agreement renewal with Peachtree Recovery Services, Inc.
Allison Martin, City Manager

(2.) Agreement with United Collection Firm of Georgia, Inc.
Allison Martin, City Manager

IX. OTHER ITEMS

(1.) FY27 City Manager's Proposed Budget
Allison Martin, City Manager

(2.) Koyo Lift Station Congressionally Directed Spending Update
Allison Martin, City Manager

(3.) Acceptance of Mountain Park into the City's street system
Allison Martin, City Manager

(4.) Set Date for Parking Workshop
Allison Martin, City Manager

(5.) Zoning Ordinance Update – August 2026
Allison Martin, City Manager

X. STAFF / COUNCIL ANNOUNCEMENTS AND COMMENTS - PLEASE LIMIT TO THREE MINUTES PER SPEAKER

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

XI. ADJOURNMENT

Mayor Norton called the Work Session to order at 4:00 p.m. with all Councilmembers present.

APPROVAL OF AGENDA

There was a motion by Councilman Owens and a second by Councilman Shirley to approve the Agenda as presented.

Motion carried unanimously.

BOARDS AND COMMITTEES

(1.) Cemetery Committee - July 2026

Mark Buchanan, City Engineer, addressed the Council and provided the Cemetery Committee Report for July 2026. Mr. Buchanan advised that the Committee is fully appointed and that no additional appointments are needed at this time.

No Council action was taken.

(2.) Downtown Dahlonega Main Street Program - July 2026

Ariel Alexander, Main Street Program Director, addressed the Council and provided the Downtown Dahlonega Main Street Program Report for July 2026.

The Council held a discussion to include inquiring how many visitors attended Christmas in July and whether there was an increase in revenue; whether Christmas in July could be expanded over the entire month rather than just one weekend; whether the Farmer's Market is booked with vendors; and, locally grown versus non-local items at the Farmer's Market.

Ms. Alexander commented that she has not received the totals for Christmas in July, but that businesses seemed to have had more traffic and customers; she confirmed that the Farmer's Market is booking well and also stated that Main Street tries to give first priority to vendors who list on the application that their good(s) is locally grown.

Mayor Norton stated that the City currently does not have enough staff to take on a full month of Christmas in July, and that hosting a month-long event could possibly be managed by the Downtown Dahlonega Business Association (DDBA).

No Council action was taken.

DEPARTMENT REPORTS

(1.) Administration - July 2026

Allison Martin, City Manager, addressed the Council and provided the Administration Department Report for July 2026.

Manager Martin commented that if Christmas in July continues, it is staff's recommendation that additional companies are explored for sponsorship. She also confirmed that there is movement regarding the proposed Zoning Ordinance and that discussion and firming items up in the draft have been completed.

No Council action was taken.

(2.) Community Development - July 2026

Allison Martin, City Manager, addressed the Council and provided the Community Development Department Report for July 2026.

Manager Martin acknowledged the question from the Council's Work Session in July regarding the location of permits. She commented that there are currently twenty open/active Land Disturbance Permits (LDPs) and the other permits are from where staff has gone out in the field and reviewed; she stated that all are located within the City.

The Council inquired what the two excessive violation notices were regarding. Manager Martin responded that the violations were so egregious against the City's ordinances that they received two notices - those violations were extremely excessive in nature or repetitive in offense.

No Council action was taken.

(3.) Police - July 2026

Chief George Albert addressed the Council and provided the Police Department Report for July 2026.

The Council held a discussion to include inquiring what Code Compliance Violations are in nature; who monitors enforcement of parking on the shoulder of roads during the weekend; and, inquiring how calls have been since school is back in session.

Chief Albert responded that Code Compliance Violations can range from issuing notices regarding overgrown grass, sign violations (within the City's right of way), to addressing overflowing dumpsters. Allison Martin, City Manager, commented that all of these incidents are not self-generated by Code Enforcement.

Chief Albert stated that he has found he and his officers to be re-educating the public since school has started back.

Mayor Norton and Manager Martin commented that Thursday is typically college night and commended the Chief and his staff as they have spent time working with local businesses and posting on their property.

No Council action was taken.

(4.) Public Works - July 2026

Mark Buchanan, City Engineer, addressed the Council and provided the Public Works Department Report for July 2026.

Mr. Buchanan stated that while there was a water main break at Chestatee Village, it is currently functional as asphalt is there; that the playground is moving along and that a vendor will be announced soon; and, that the school project and boat ramp / picnic area project are both coming along well.

The Council held a discussion to include inquiring whether there is an opportunity for the installation of stairs at The Holly; inquiring whether the boat ramp / picnic area project is a joint County/City project; and, announcing that a pastor at a local church is interested in a joint project with the City to place gravel on the lower level of the kindergarten property.

Mr. Buchanan and Manager Martin responded that staff will check on the stairs at The Holly and acknowledged that an extended loading zone was recently provided; confirmed that the boat ramp / picnic area project is not a joint project, while the City issues the County an invoice each month for the maintenance of the public restrooms at the Reservoir those invoices are not paid and the City pays for the maintenance; and, confirmed that interested parties have been told that once a date for the Parking Workshop is established, the public is welcome to attend and discuss their desires and what they are willing to contribute.

No Council action was taken.

(5.) Water & Wastewater Treatment - July 2026

John Jarrad, Water/Wastewater Treatment Director, addressed the Council and provided the Water and Wastewater Treatment Department Report for July 2026.

Mayor Norton thanked John and staff for a great job in notifying the public regarding the boil water advisory that was recently issued.

No Council action was taken.

APPOINTMENTS, PROCLAMATIONS, AND RECOGNITIONS

(1.) Appointment of Joyce Westmoreland to the Historic Preservation Commission

Mayor Norton announced that there is one vacancy on the Historic Preservation Commission, and Joyce Westmoreland has agreed to be appointed to fill the vacancy.

No Council action was taken.

(2.) Appointment of Stanley Crais Jr. to the Planning and Zoning Commission

Mayor Norton announced that there is one vacancy on the Planning and Zoning Commission, and Stanley Crais Jr. has agreed to be appointed to fill the vacancy.

No Council action was taken.

PRESENTATIONS

(1.) Hazard Mitigation Plan Update

Chief David Wimpy, Lumpkin County Division Director of Emergency Services and EMA, was recognized and addressed the Council regarding the Hazard Mitigation Plan Update. Chief Wimpy explained that the Plan is updated every five years and provides a means for the County and City to seek reimbursement should a disaster occur; the Plan also allows applications for grants that otherwise would not be accessible.

The Council held a discussion and inquired whether the current Plan addresses what actions are to be taken during a local state of emergency, it was also acknowledged that the hard work put into creating this document was noticed.

Chief Wimpy clarified that the Hazard Mitigation Plan is pertaining more to the financial side of emergency situations and that the Local Emergency Operation Plan (LEOP) is the document that addresses water, wastewater, etc. during emergency situations; the LEOP is not a public document.

No Council action was taken.

ORDINANCES AND RESOLUTIONS

(1.) Ordinance 2026-06 amendment to Chapter 103 Buildings and Building Regulations for adoption of the new mandatory minimum codes.

Doug Parks, City Attorney, addressed the Council regarding Ordinance 2026-06.

The Council held a discussion to include inquiring who and/or what generates amendments to Ordinances pertaining to Buildings and Building Regulations, and whether costs are considered prior to introducing these amendments to the Codes.

Attorney Parks and Allison Martin, City Manager, responded to the Council that the Georgia Department of Community Affairs (DCA) is the entity responsible for screening/vetting the amendments. It was explained that a new amendment is presented to DCA for initial commenting, then goes through a notice period and receives multiple comments, and is then mandated; the process was compared to that of the federal process. It was noted that the Fire Code is usually two to three years behind other amendments as it requires so much vetting and input is requested from the local level. Costs are considered during the vetting process.

Doug Sherrill addressed the Council and commented that there are appendices in the International Building Code that have the option of opting out.

Mark Buchanan, City Engineer, advised the Council that when a potential conflict is noticed, the City works hand-in-hand with the Fire Marshal to address.

No Council action was taken.

AGREEMENTS AND CONTRACTS

(1.) Property Damage Recovery Service Agreement renewal with Peachtree Recovery Services, Inc.

Allison Martin, City Manager, addressed the Council regarding the Property Damage Recovery Service Agreement and acknowledged that, since the creation of this specific Agenda Item, $28,000 has been recouped for the City.

Manager Martin confirmed that this Agreement is for smaller dollar claims and that the City does not have the internal resources to track these types of claims down.

No Council action was taken.

(2.) Agreement with United Collection Firm of Georgia, Inc.

Allison Martin, City Manager, addressed the Council regarding the Agreement with United Collection Firm of Georgia and noted that the firm charges a thirty percent commission.

Chief David Wimpy, Lumpkin County Division Director of Emergency Services and EMA, addressed the Council and acknowledged that Lumpkin County utilizes this same firm for its ambulance bills. Chief Wimpy commented that while the firm's cost may be higher than other entities, its return is also better than others.

No Council action was taken.

OTHER ITEMS

(1.) FY27 City Manager's Proposed Budget

Allison Martin, City Manager, addressed and provided a presentation to the Council regarding the proposed Fiscal Year 2027 Budget.

The Council held a discussion to include thanking Manager Martin and staff for their hard work; inquiring about a new financial software; inquiring about the current status of the financial audit; inquiring about the status of a Finance Director; and, discussing whether two additional Police Officers are a need versus a want.

Manager Martin commented that her hopes are that a new financial software will assist the City in being timelier with submittals for the financial audit and that it will help to reduce the issues the City's Finance Department currently experiences; she confirmed that staff is not satisfied with the current software and what the City currently has does not work for what the City needs. She confirmed that while the Finance Director position was previously approved, approval for funding is still needed.

Manager Martin confirmed that the financial auditors are currently working on the audit and that a partner review is near.

Chief David Wimpy, Lumpkin County Division Director of Emergency Services and EMA, addressed the Council and stated that the City's Police Department has been a blessing to him and his staff. He recommended that the Council move forward with adding additional Police Officers.

Manager Martin confirmed that there is room for the requested additional positions in the budget with the numbers that were included in her presentation.

No Council action was taken.

(2.) Koyo Lift Station Congressionally Directed Spending Update

Allison Martin, City Manager, provided an update regarding congressionally directed spending for the Koyo Lift Station. She confirmed that this is similar to what was previously done for Barlow Road.

No Council action was taken.

(3.) Acceptance of Mountain Park into the City's street system

Allison Martin, City Manager, addressed the Council regarding the acceptance of Mountain Park into the City's street system. She confirmed that this acceptance, if approved, will be similar to that of what was recently approved for Summit Drive and allows plans for the City to take South Chestatee to where it takes off to the residential side.

Doug Sherrill addressed the Council and read a letter from Chris Head, former City employee, predicating the dedication to the City. Mr. Sherrill confirmed that the developer will provide a Letter of Credit to the City to upgrade the road when construction is completed at the back of the development (could take three to four years).

The Council expressed concerns with the vagueness of the Agenda Memo and inquired why the City would choose to accept this now instead of once construction is complete.

Doug Sherrill and Mark Buchanan, City Engineer, addressed the Council and confirmed that the road was built to City standards. They also confirmed that the typical process is that the developer puts up a bond that is finalized once construction is complete.

No Council action was taken.

(4.) Set Date for Parking Workshop

Allison Martin, City Manager, addressed the Council and expressed that staff would like time dedicated to specifically discuss parking and parking meters (Special Called Meeting). She noted that, if possible, she would like the discussion to occur prior to October.

Without exception, the Council authorized Manager Martin to select three or four dates and provide to Council for scheduling purposes.

No Council action was taken.

(5.) Zoning Ordinance Update - August 2026

Allison Martin, City Manager, provided an update to the Council regarding the proposed Zoning Ordinance. She confirmed that the consultant, TSW, has continued to define additional things, including Short-Term Rentals; data centers; terms; shipping containers; and, breaking out items that were previously combined or in the same section.

No Council action was taken.

STAFF / COUNCIL ANNOUNCEMENTS AND COMMENTS

Mayor Norton asked that everyone keep remembering the family of former Councilmember Ralph Prescott as he recently passed away as well as Councilman Bagley's family for the recent passing of his mother. The Mayor thanked the City Manager and staff for working hard on the proposed 2027 Budget.

ADJOURNMENT

There was a motion by Councilman Bagley and a second by Councilman Reagin to adjourn the Work Session.

Motion carried unanimously, and the Work Session was adjourned at 5:40 p.m.

A PROCLAMATION

CONSTITUTION WEEK

WHEREAS, the Constitution of the United States of America, signed on September 17, 1787, established the framework of our federal government and continues to secure the blessings of liberty through the enduring principles of representative government, separation of powers, checks and balances, and the rule of law; and

WHEREAS, the State of Georgia holds a distinguished place in our nation's constitutional history, being the fourth state to ratify the Constitution, demonstrating an early commitment to the principles upon which our Republic was founded; and

WHEREAS, CONSTITUTION WEEK commemorates the signing of the Constitution, and in 2026, marks the two hundred thirty-ninth anniversary of this historic document, while honoring the 250th anniversary of the Declaration of Independence; and

WHEREAS, the Georgia State Society - The National Society Daughters of the American Revolution - initiated the observance of Constitution Week in 1955, leading to its official establishment by Congressional Resolution and Presidential Proclamation in 1956 and continues to uphold this longstanding tradition today; and

WHEREAS, the Citizens of Dahlonega are encouraged to honor the wisdom and vision of the Framers of the Constitution by reflecting upon the enduring importance of this remarkable document and reaffirming their commitment to the ideals of liberty, justice, and equality under the law to preserve the freedoms and responsibilities of American citizenship.

NOW THEREFORE AND BE IT RESOLVED, I, Sam Norton, Mayor of the City of Dahlonega, do hereby proclaim September 17 through 23, 2026, as CONSTITUTION WEEK in Dahlonega, Georgia.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Dahlonega to be affixed this 8th day of September, 2026.

CITY OF DAHLONEGA, GEORGIA

_____

Sam Norton, Mayor

Attest:

_____

Rhonda Hansard, City Clerk

City of Dahlonega, Georgia

APPLICATION FOR APPOINTMENT TO BOARD, COMMISSION OR COMMITTEE

The City Council of Dahlonega believes citizen input and specialized skills are valuable assets to the community. All City Residents should consider becoming involved in their City by service on Board or Commission. Applications are accepted throughout the year. Please complete the following and submit it with a resume to rhansard@dahlonega.gov, by fax to 706-864-4837 or by mail to 465 Riley Road, Dahlonega, GA 30533. Thank you for your interest in serving.

Name:	Joyce Westmoreland
Address:	355 S. Park St. Dahlonega, GA 30533
Phone:	[redacted]
Email:	[redacted]
Place of Employment:	
Occupation	
Length of Residence	Lifelong Resident

Board or Commission for which you would like to be considered.

Please note, each of these have different requirements for service, which will be reviewed against your application, training, and work experience.

- ☐ Main Street / Downtown Development
- ☒ Historic Preservation Commission
- ☐ Planning Commission
- ☐ Dahlonega Housing Authority Board
- ☐ Cemetery Committee
- ☐ Tourism Committee
- ☐ Tree Committee
- ☐ General Volunteer

Interest & Experience

Why are you interested in serving?
As a lifelong resident of Lumpkin County, I have special interest in preserving the old homes and building in the city.
What specialized training or experience do you have that would of benefit one of the Boards or Commissions:
My husband and I bought the Bridle home on Park St. 20 years ago. In remodeling the house we tried to keep as much originality as possible.

Professional or Personal References:

Name	Telephone Number
Sam Norton	[redacted]
Juanita Tipton	[redacted]
Janet Barger	

If you are a general volunteer for events, festivals, etc. you may be asked to sign a waiver of liability.

If you are appointed to a City of Dahlonega Board or Commission, you may be required to file a Statement of Economic Interests with the City as a condition prior to your appointment. This filing identifies any financial interests you may have with the City of Dahlonega only and if any conflict of interest may exist.

Volunteering for service on a Board or Commission does not guarantee your eventual appointment. Applications on file will be reviewed when vacancies occur, from which the Mayor may review candidates, but the Mayor may, as well, recommend appointments of non-applicants he/she chooses that indicate desirable qualifications and willingness to serve.

Terms & Conditions

I hereby attest that all statements and information provided in this application are true to the best of my knowledge. I understand that I may be interviewed prior to consideration for recommendation by the Mayor, subject to approval by the Council. I hereby agree that if appointed to serve as a member of a City of Dahlonega Board or Commission, I will spend my time, skills, and energy on the mission of the body to which I am appointed including preparation for and attendance at meetings to remain a member in good standing. Furthermore, I agree that, if appointed, my term will be governed by the By-Laws and/or Rules of Procedure of the entity to which I am appointed.	
Applicant's Name: Joyce Westmoreland	
Applicant's Signature: Joyce Westmoreland	Date: Aug. 7, 2026

RECEIVED
AUG 07 2026
BY:

RECEIVED
AUG 10 2026
BY: CM

City of Dahlonega, Georgia

APPLICATION FOR APPOINTMENT TO BOARD, COMMISSION OR COMMITTEE

The City Council of Dahlonega believes citizen input and specialized skills are valuable assets to the community. All City Residents should consider becoming involved in their City by service on Board or Commission. Applications are accepted throughout the year. Please complete the following and submit it with a resume to rhansard@dahlonega.gov, by fax to 706-864-4837 or by mail to 465 Riley Road, Dahlonega, GA 30533. Thank you for your interest in serving.

Name:	Stanley R. Crais Jr
Address:	125 Golden Autumn Dr
Phone:	[redacted]
Email:	[redacted]
Place of Employment:	[redacted]
Occupation	Non-Commercial Sales
Length of Residence	14 years

Board or Commission for which you would like to be considered.

Please note, each of these have different requirements for service, which will be reviewed against your application, training, and work experience.

- ☐ Main Street / Downtown Development
- ☐ Historic Preservation Commission
- ☒ Planning Commission
- ☐ Dahlonega Housing Authority Board
- ☐ Cemetery Committee
- ☐ Tourism Committee
- ☐ Tree Committee
- ☐ General Volunteer

Interest & Experience

Why are you interested in serving?

To ensure that we are properly navigating the complex trade offs of fostering sustainable growth without jeopardizing Dahlonega's history & heritage

What specialized training or experience do you have that would of benefit one of the Boards or Commissions: Bachelor of Criminal Justice (LSU). Served 3 years as the president of Sky Country's POA. Served on numerous busines committees & church committees.

Professional or Personal References:

Name	Telephone Number
Ethan Norman	[redacted]
Thomas Odum	[redacted]
Deb Rowe	[redacted]

If you are a general volunteer for events, festivals, etc. you may be asked to sign a waiver of liability.

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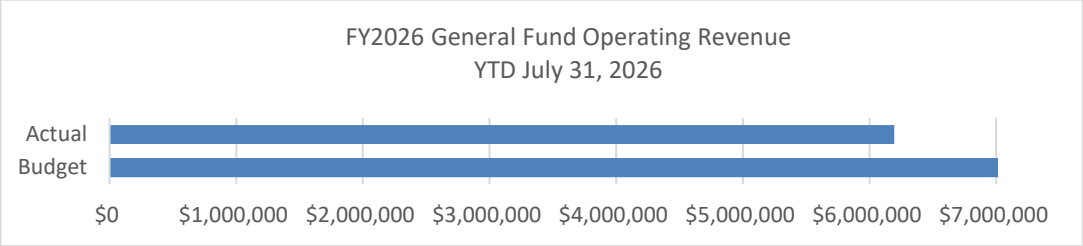
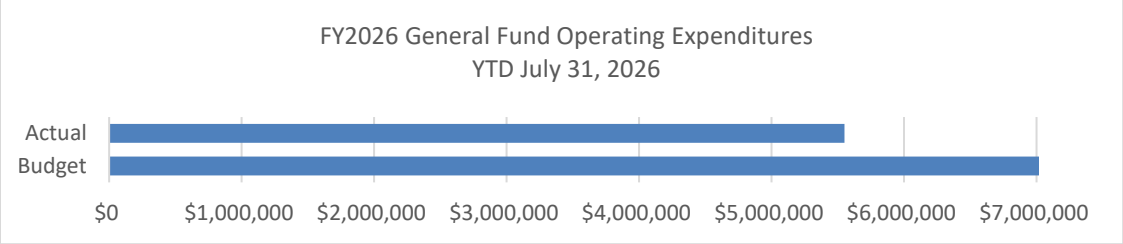
Applicant's Name: Stanley R. Crais Jr

Applicant's Signature: Stanley R. Crais Jr. Date: 8/7/26

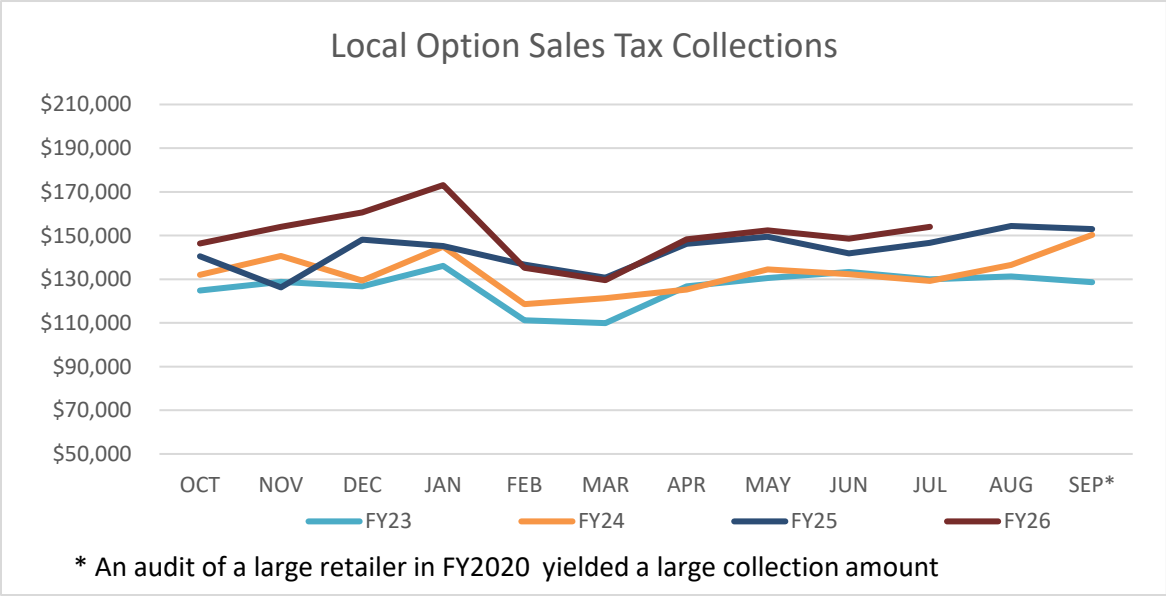
CITY OF DAHLONEGA
MONTHLY FINANCIAL REPORTS
For the Ten Months Ended July 31, 2026

GENERAL FUND





- The annual property tax bills were levied and mailed by the Tax Commissioner on October 20th with a December 20th due date. To date, 89.92% of the 2025 real & personal taxes budgeted have been collected.
- Sales tax collections remain strong and reflect average collections that are 6.39% greater than FY25. The change in State law related to internet sales taxation continues to have a positive impact on our collections.



* An audit of a large retailer in FY2020 yielded a large collection amount

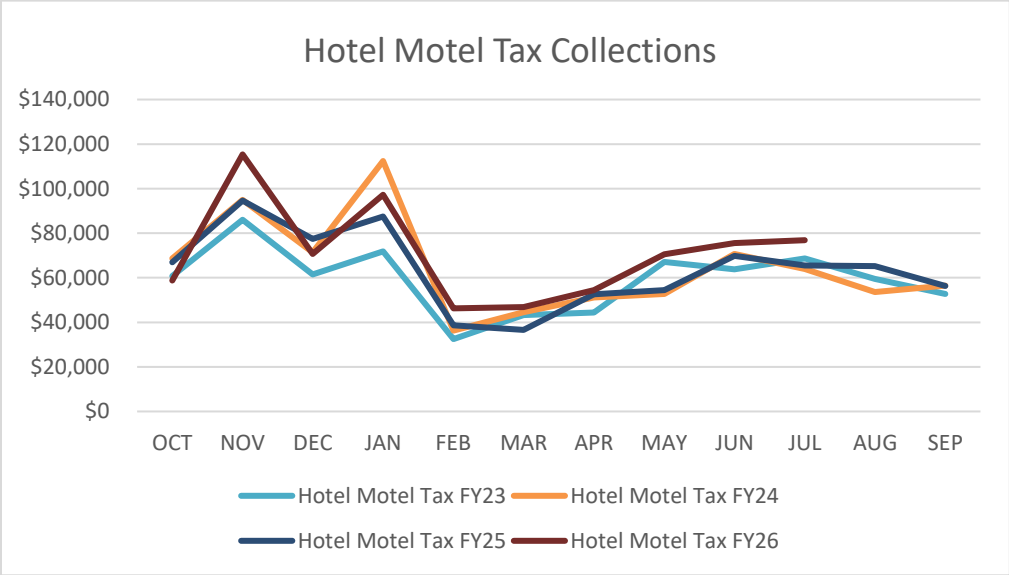
- The annual revenue for Insurance Premium Tax is $818,605.92, which is 14.0% greater than last fiscal year. This amount is based on a pro-rata population formula.
- Alcoholic Beverage Tax and License revenue collected year-to-date is trending with the prior year.
- Permit revenue collected year-to-date is trending with last year's collections.
- Departments expenditures are in line with budget expectations.

MAIN STREET & ECONOMIC DEVELOPMENT

- Operational results are on track with the budget.

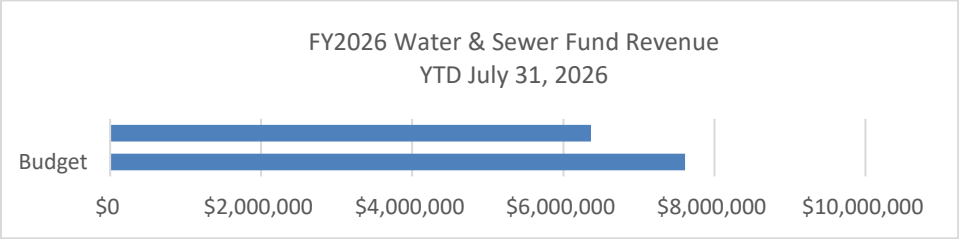
HOTEL/MOTEL TAX FUND

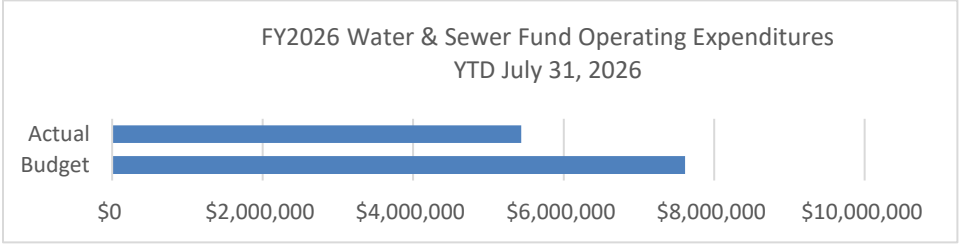
- FY26 is trending 10.65% greater than in the same period in FY25.



WATER AND SEWER FUND

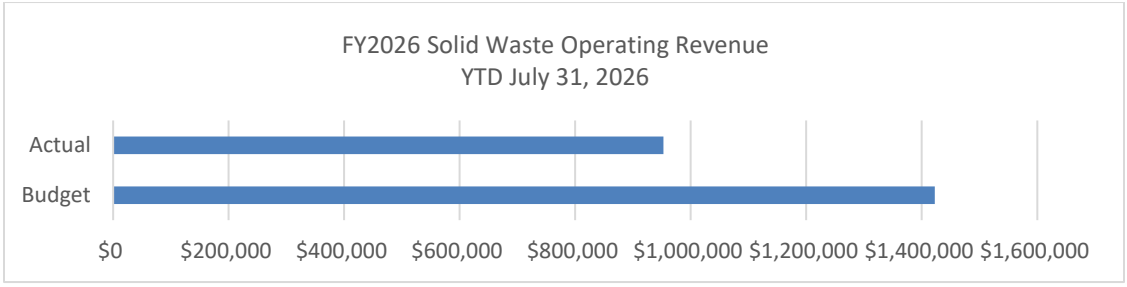
- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 0.29% greater than in the same period in FY25.
- All department expenses are in line with the budget.

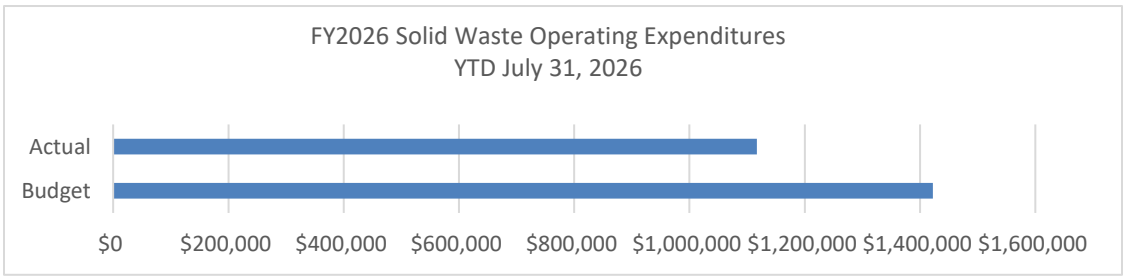




SOLID WASTE FUND

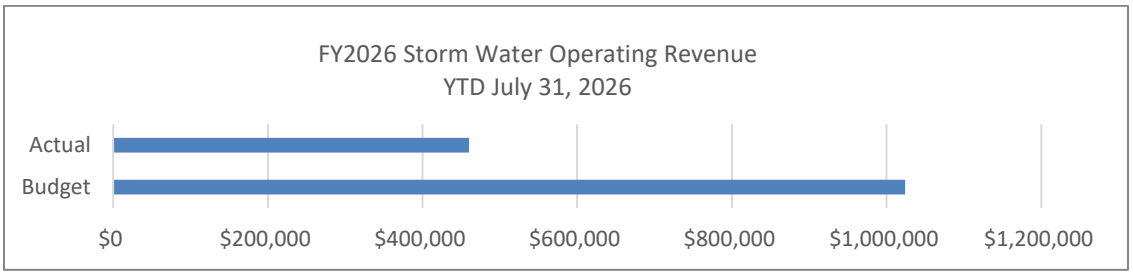
- Refuse Collection Charges are Revenues are 2.15% greater than the prior year.
- Expenses meet budget expectations.

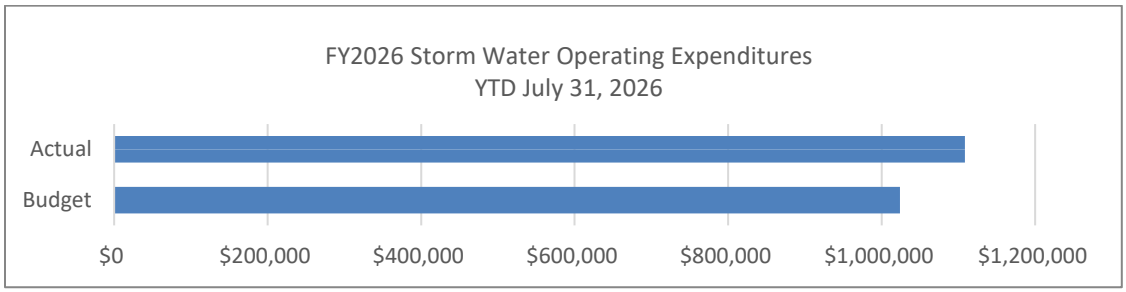




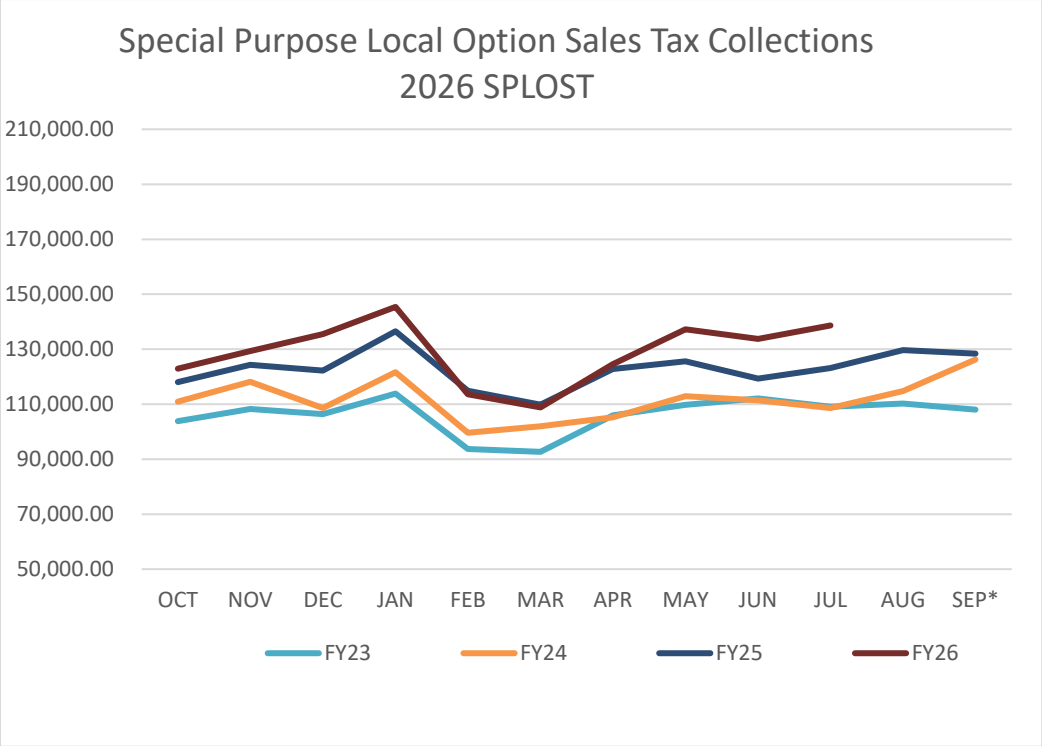
STORMWATER ENTERPRISE FUND

- Transfers In and Indirect Charges reflect a ten-month allocation.
- Stormwater utility charges were first billed in January 2021 and are meeting budget expectations.
- Expenses are related to the startup of the new utility, projects, and allocated staff pay and benefits.





SPLOST FUND

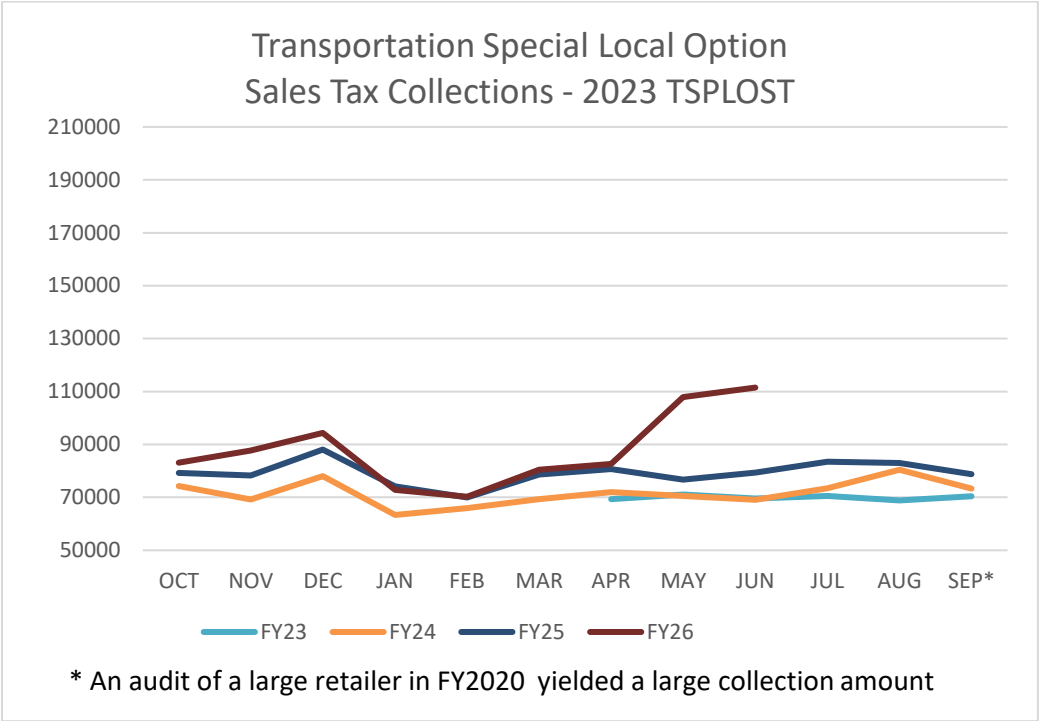


- The former SPLOST continuation referendum had collections which run from April 2020 until March 2026.
- The City received 21% of the net proceeds.

- The current 2026 SPLOST program began collections in April 2026.
- The City receives 22.51% of the net proceeds.
- Sales tax collections average 6.0% greater than FY25 and 27.71% greater than the same period in FY24.

- The former current SPLOST referendum project list is as follows:
  - 25% Roads and Bridges Resurfacing and Improvements
  - 25% Storm-water Infrastructure
  - 50% Water & Sewer System Improvements
- The current SPLOST referendum project list is as follows:
  - Parking Facilities
  - City Hall Expansion
  - Tower Radio Read Meter System
  - Equalization Basin Wastewater Treatment Plant
  - Vehicle equipment and materials maintenance facility

TSPLOST



- The current TSPLOST referendum was approved in 2022 by the votes for collections which run beginning April 2023 until March 2028.
- The City receives 19% of net proceeds.
- Sales tax proceeds average 12.14% greater than FY25. The increase this month is attributed to the joint project being fully funded and the city receiving the full allocation of tax proceeds.
- There is a joint project proposed with the county and state. A portion of our monthly distribution is held in escrow pending finalization of funding based on the project cost. Should the joint project not require a local match, the city and county could choose another joint project or use those escrowed funds in their respective jurisdiction.
- The current TSPLOST referendum project list is as follows:
    - Roads and Bridges Construction & Equipment
    - Sidewalks Construction & Improvements
    - Bicycle Path Construction & Improvements

(Prepared for Council and Management by Finance Department September 3, 2026)

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
PERIOD ENDING 07/31/2026
% Fiscal Year Completed: 83.29

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 07/31/2026 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
GENERAL PROPERTY TAXES		2,003,717.00	1,978,991.66	98.77
GENERAL SALES AND USE TAXES		1,712,000.00	1,356,314.77	79.22
SELECTIVE SALES AND USES TAXES		178,500.00	193,134.07	108.20
ALCOHOLIC BEVERAGES LICENSES		134,000.00	134,972.05	100.73
BUSINESS TAXES		895,039.00	993,725.44	111.03
PENALTIES AND INTEREST		3,000.00	4,443.24	148.11
PERMITS AND FEES		191,500.00	203,635.15	106.34
INTERGOVERNMENTAL REVENUE		18,985.00	57,050.92	300.51
CHARGES FOR SERVICES		882,434.00	739,571.04	83.81
FINES AND FORFEITURES		181,600.00	194,734.93	107.23
INVESTMENT INCOME		144,732.00	157,833.71	109.05
CONTRIBUTIONS AND DONATIONS		0.00	0.00	0.00
MISCELLANEOUS REVENUE		1,500.00	26,316.87	1,754.46
OTHER FINANCIAL SOURCES		50,000.00	47,000.00	94.00
OTHER CHARGES FOR SERVICES		10,000.00	13,001.49	130.01
TRANSFERS IN FROM OTHER FUNDS		112,800.00	94,000.00	83.33
APPROPRIATED FUND BALANCE		892,146.00	0.00	0.00
TOTAL REVENUES		7,411,953.00	6,194,725.34	83.58
LEGISLATIVE		511,656.00	213,293.39	41.69
EXECUTIVE		325,937.00	290,036.94	88.99
ELECTIONS		26,600.00	0.00	0.00
GENERAL ADMINISTRATION		1,195,669.00	1,004,079.23	83.81
MUNICIPAL COURT		322,950.00	174,509.19	54.04
POLICE DEPARTMENT		1,316,519.00	1,010,500.72	74.31
PUBLIC WORKS ADMINISTRATION		217,344.00	184,887.13	85.07
STREETS		1,731,076.00	1,350,066.62	77.99
MAINTENANCE AND SHOP		104,272.00	71,522.13	68.59
CEMETERY		109,290.00	62,298.76	57.00
PARKS		107,000.00	57,584.69	53.82
COMMUNITY DEVELOPMENT		330,878.00	246,549.55	74.51
NON-DEPARTMENTAL		50,000.00	65.72	0.13
TRANSFERS OUT TO OTHER FUNDS		1,062,762.00	885,635.00	83.33
TOTAL EXPENDITURES		7,411,953.00	5,551,029.07	74.43
Fund 100 - GENERAL FUND:				
TOTAL REVENUES		7,411,953.00	6,194,725.34	83.58
TOTAL EXPENDITURES		7,411,953.00	5,551,029.07	74.43
NET OF REVENUES & EXPENDITURES		0.00	643,696.27	1,406.68

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 07/31/2026 NORMAL (ABNORMAL)	% BDGT USED
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
DAHLONEGA 2000		0.00	0.00	0.00
NON-DEPARTMENTAL		0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE		0.00	0.00	0.00
CHARGES FOR SERVICES		1,500.00	2,934.87	195.66
INVESTMENT INCOME		8,900.00	3,625.59	40.74
CONTRIBUTIONS AND DONATIONS		4,000.00	2,500.00	62.50
MISCELLANEOUS REVENUE		15,900.00	12,749.80	80.19
TRANSFERS IN FROM OTHER FUNDS		279,330.00	232,775.00	83.33
APPROPRIATED FUND BALANCE		0.00	0.00	0.00
TOTAL REVENUES		309,630.00	254,585.26	82.22
DDA ADMINISTRATION		166,734.00	133,252.54	79.92
TOURISM		13,500.00	8,387.93	62.13
DOWNTOWN DEVELOPMENT		129,396.00	57,097.44	44.13
NON-DEPARTMENTAL		0.00	0.00	0.00
OTHER COSTS		0.00	0.00	0.00
TRANSFERS OUT TO OTHER FUNDS		0.00	0.00	0.00
TOTAL EXPENDITURES		309,630.00	198,737.91	64.19
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
TOTAL REVENUES		309,630.00	254,585.26	82.22
TOTAL EXPENDITURES		309,630.00	198,737.91	64.19
NET OF REVENUES & EXPENDITURES		0.00	55,847.35	100.00

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 07/31/2026 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
HOTEL/MOTEL TAXES		720,000.00	713,329.25	99.07
PENALTIES AND INTEREST		1,500.00	1,795.01	119.67
CHARGES FOR SERVICES		0.00	0.00	0.00
INVESTMENT INCOME		2,400.00	1,256.74	52.36
TOTAL REVENUES		723,900.00	716,381.00	98.96
PURCHASES/CONTRACTED SERVICES		305,550.00	189,512.04	62.02
OTHER COSTS		0.00	0.00	0.00
TRANSFERS OUT TO OTHER FUNDS		418,350.00	348,625.00	83.33
TOTAL EXPENDITURES		723,900.00	538,137.04	74.34
Fund 275 - HOTEL/MOTEL TAX FUND:				
TOTAL REVENUES		723,900.00	716,381.00	98.96
TOTAL EXPENDITURES		723,900.00	538,137.04	74.34
NET OF REVENUES & EXPENDITURES		0.00	178,243.96	100.00

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 07/31/2026 NORMAL (ABNORMAL)	% BDGT USED
Fund 505 - WATER AND SEWER ENTERPRISE FUND				
INTERGOVERNMENTAL REVENUE		20,000.00	29,787.46	148.94
FINES AND FORFEITURES		0.00	0.00	0.00
INVESTMENT INCOME		395,582.00	281,258.07	110.56
CONTRIBUTIONS AND DONATIONS		0.00	0.00	0.00
MISCELLANEOUS REVENUE		15,000.00	14,968.88	99.79
OTHER FINANCIAL SOURCES		0.00	11,725.00	100.00
WATER CHARGES		3,781,486.00	2,783,301.38	73.60
TAP FEES - WATER		175,000.00	334,462.00	191.12
SEWER CHARGES		2,693,069.00	2,160,334.07	80.22
TAP FEES - SEWER		175,000.00	356,910.00	203.95
OTHER CHARGES FOR SERVICES		125,870.00	82,962.98	65.91
TRANSFERS IN FROM OTHER FUNDS		230,807.00	310,000.00	83.33
APPROPRIATED NET ASSETS		0.00	0.00	0.00
TOTAL REVENUES		7,611,814.00	6,365,709.84	83.63
SEWER LIFT STATIONS		340,311.00	216,477.76	61.45
SEWER TREATMENT PLANT		1,162,557.00	917,155.36	77.38
DISTRIBUTION AND COLLECTION		1,560,895.00	1,484,216.88	84.10
WATER SUPPLY		345,380.00	125,746.86	36.41
WATER TREATMENT PLANT		2,699,812.00	1,597,935.49	59.13
CAPITAL OUTLAYS		1,149,000.00	963,032.61	63.68
INTERFUND CHARGES		132,353.00	110,294.20	83.33
DEPRECIATION AND AMORTIZATION		0.00	0.00	0.00
OTHER COSTS		221,506.00	21,838.45	13.52
TRANSFERS OUT TO OTHER FUNDS		0.00	0.00	0.00
TOTAL EXPENDITURES		7,611,814.00	5,436,697.61	66.65
Fund 505 - WATER AND SEWER ENTERPRISE FUND:				
TOTAL REVENUES		7,611,814.00	6,365,709.84	83.63
TOTAL EXPENDITURES		7,611,814.00	5,436,697.61	66.65
NET OF REVENUES & EXPENDITURES		0.00	929,012.23	170.57

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 07/31/2026 NORMAL (ABNORMAL)	% BDGT USED
Fund 540 - SOLID WASTE ENTERPRISE FUND				
INTERGOVERNMENTAL REVENUE		0.00	0.00	0.00
CHARGES FOR SERVICES		500.00	1,150.00	230.00
INVESTMENT INCOME		20,000.00	8,896.46	44.48
MISCELLANEOUS REVENUE		2,000.00	2,176.60	108.83
OTHER FINANCIAL SOURCES		0.00	0.00	0.00
OTHER CHARGES FOR SERVICES		7,500.00	8,200.56	109.34
REFUSE COLLECTION CHARGES		1,094,770.00	932,069.46	85.14
TRANSFERS IN FROM OTHER FUNDS		0.00	0.00	0.00
APPROPRIATED NET ASSETS		297,563.00	0.00	0.00
TOTAL REVENUES		1,422,333.00	952,493.08	66.97
PERSONAL SERVICES AND EMPLOYEE BENEFITS		535,859.00	478,089.23	89.22
PURCHASES/CONTRACTED SERVICES		352,200.00	256,961.16	72.96
SUPPLIES		112,700.00	54,035.50	47.95
CAPITAL OUTLAYS		300,000.00	243,171.75	81.06
INTERFUND CHARGES		101,574.00	84,645.00	83.33
DEPRECIATION AND AMORTIZATION		0.00	0.00	0.00
OTHER COSTS		20,000.00	0.00	0.00
DEBT SERVICE		0.00	0.00	0.00
TRANSFERS OUT TO OTHER FUNDS		0.00	0.00	0.00
TOTAL EXPENDITURES		1,422,333.00	1,116,902.64	78.53
Fund 540 - SOLID WASTE ENTERPRISE FUND:				
TOTAL REVENUES		1,422,333.00	952,493.08	66.97
TOTAL EXPENDITURES		1,422,333.00	1,116,902.64	78.53
NET OF REVENUES & EXPENDITURES		0.00	(164,409.56)	100.00

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 07/31/2026 NORMAL (ABNORMAL)	% BDGT USED
Fund 560 - STORMWATER ENTERPRISE FUND				
INTERGOVERNMENTAL REVENUE		0.00	0.00	0.00
INVESTMENT INCOME		15,000.00	6,107.17	40.71
OTHER CHARGES FOR SERVICES		1,000.00	1,561.85	156.19
TRANSFERS IN FROM OTHER FUNDS		186,000.00	155,000.00	83.33
APPROPRIATED NET ASSETS		473,857.00	0.00	0.00
STORMWATER UTILITY CHARGES		348,000.00	297,184.92	85.40
TOTAL REVENUES		1,023,857.00	459,853.94	44.91
NON-DEPARTMENTAL		0.00	0.00	0.00
PERSONAL SERVICES AND EMPLOYEE BENEFITS		0.00	65,732.26	100.00
PURCHASES/CONTRACTED SERVICES		17,000.00	1,899.50	11.17
SUPPLIES		1,500.00	51.05	3.40
CAPITAL OUTLAYS		410,000.00	544,556.91	43.69
INTERFUND CHARGES		595,357.00	496,130.80	83.33
DEPRECIATION AND AMORTIZATION		0.00	0.00	0.00
OTHER COSTS		0.00	0.00	0.00
TOTAL EXPENDITURES		1,023,857.00	1,108,370.52	59.58
Fund 560 - STORMWATER ENTERPRISE FUND:				
TOTAL REVENUES		1,023,857.00	459,853.94	44.91
TOTAL EXPENDITURES		1,023,857.00	1,108,370.52	59.58
NET OF REVENUES & EXPENDITURES		0.00	(648,516.58)	77.54
TOTAL REVENUES - ALL FUNDS		18,503,487.00	14,943,748.46	80.76
TOTAL EXPENDITURES - ALL FUNDS		18,503,487.00	13,949,874.79	69.99
NET OF REVENUES & EXPENDITURES		0.00	993,873.67	69.66

RESOLUTION 2026-04

RESOLUTION ADOPTING THE LUMPKIN COUNTY HAZARD MITIGATION PLAN INCLUDING THE CITY OF DAHLONEGA

WHEREAS, the City of Dahlonega has experienced natural hazards that result in public safety hazards and damage to private and public property; and

WHEREAS, the hazard mitigation planning process set forth by the State of Georgia and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risk; and

WHEREAS, a Lumpkin County Hazard Mitigation Plan including the City of Dahlonega has been developed by the Mitigation Planning Committee; and

WHEREAS, the purpose of this Plan is to reduce the loss of life and property due to natural disaster; and

WHEREAS, the implementation of the Lumpkin County Hazard Mitigation Plan including the City of Dahlonega will protect the health, safety, and welfare of the residents of the City of Dahlonega, as well as, reduce potential damage and shorten the disaster recovery period; and

WHEREAS, the Lumpkin County Hazard Mitigation Plan including the City of Dahlonega includes a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dahlonega, Georgia that:

1. The Lumpkin County Hazard Mitigation Plan including the City of Dahlonega is hereby adopted as an official plan of the City of Dahlonega; minor revisions recommended by the Federal Emergency Management Agency and/or the Georgia Office of Emergency Management may be incorporated without further action.
2. The City of Dahlonega departments identified in the Plan are hereby directed to pursue implementation of the recommended high-priority activities that are assigned to their departments.
3. Any action proposed by the Plan shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the City Council, and this resolution shall not be interpreted so as to mandate any such appropriations.

ADOPTED this 8th day of September 2026.

[EXECUTION ON FOLLOWING PAGE]

CITY OF DAHLONEGA, GEORGIA

_____
Sam Norton, Mayor

Attest:

_____
Rhonda Hansard, City Clerk

LUMPKIN COUNTY
HAZARD MITIGATION PLAN 2025

Including the City of Dahlonega



Photo by Mark Buchanan, City of Dahlonega

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Chapter 1
Introduction

1.1 Purpose

The Disaster Mitigation Act of 2000 has helped to bring attention to the need for successful hazard mitigation planning throughout the United States. Section 322 of the Act emphasizes the importance of comprehensive multi-hazard planning at the local level, both natural and technological, and the necessity of effective coordination between State and local entities to promote an integrated, comprehensive approach to mitigation planning. The Hazard Mitigation Planning and Hazard Mitigation Grant Program (HMGP) interim final rule published on February 26, 2002, identifies these new local mitigation planning requirements. According to this rule, state and local governments are required to develop, submit, and obtain FEMA approval of a hazard mitigation plan (HMP). Completion of an HMP that meets the new Federal requirements will increase access to funds for local governments and allow them to remain eligible for Stafford Act assistance.

The HMP becomes part of the foundation for emergency management planning, exercises, training, preparedness and mitigation within the County. Such a plan sets the stage for long-term disaster resistance through identification of actions that will, over time, reduce the exposure of people and property to identifiable hazards. This plan provides an overview of the hazards that threaten the County, and what safeguards have been implemented, or may need to considered for implementation in the future.

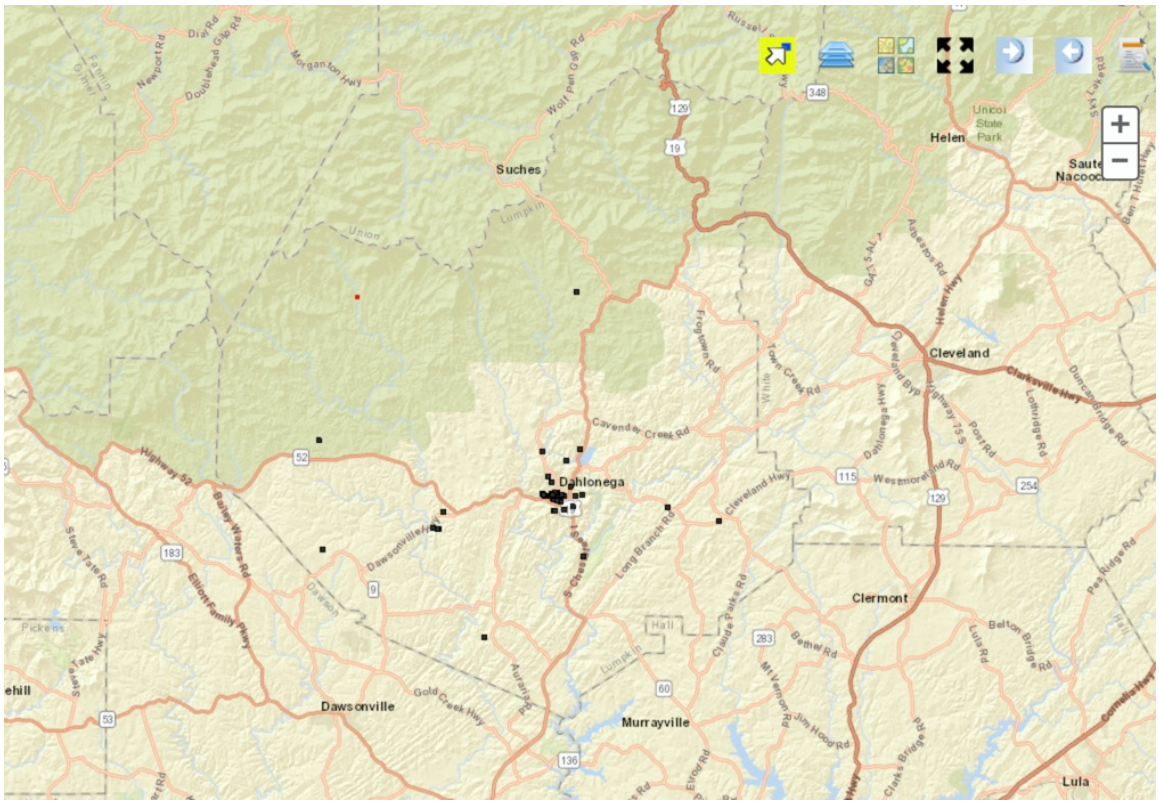
Hazards, for purposes of this plan, have been divided into two basic categories: natural and technological. Natural hazards include all hazards that are not caused either directly or indirectly by man and are frequently related to weather events, such as tornados and winter storms. Technological hazards include hazards that are directly or indirectly caused by man, including hazardous materials spills and weapons of mass destruction (WMD) events, although terrorism is not the particular focus of this Plan. This Plan also makes some recommendations that transcend this classification of natural and technological hazards. In other words, some of the recommendations contained within this Plan apply to many or all hazards. This is commonly referred to as an "all-hazards approach". Most hazards throughout the United States could happen anytime and anywhere. However, the main focus of this plan is on those hazards that are most likely to affect Lumpkin County and the City of Dahlonega in the future.

1.2 Organization of the Plan

The Hazard Mitigation Plan (HMP) consists of four main components: 1) the narrative plan, 2) the Hazard History Database, 3) the Hazard Frequency Table, and 4) a Critical Facilities Database. The narrative plan itself is the main component of the HMP. This part of the Plan includes an overview of the planning process, a summary of the County's hazard history, hazard frequency projections, a detailed discussion of proposed mitigation measures, and a description of how future reviews and updates to the Plan will be handled. The Hazard History Database is attached as a Microsoft Excel spreadsheet and includes relevant information on past hazards within the County. The Hazard Frequency Table is derived from the hazard history and provides frequency-related statistics for each discussed hazard. This table is also attached as a Microsoft Excel spreadsheet. Finally, the Critical Facilities Database is an online tool developed in part by UGA for GEMA that contains detailed information on critical facilities within the County. Critical facilities for the purposes of this plan are those facilities that are among the most important within a specific jurisdiction with regard to the security and welfare of the persons and property within that jurisdiction. Typical critical facilities include hospitals, fire stations, police stations, critical records storage locations, etc. These facilities will be given special consideration during mitigation planning. For instance, a critical facility should not be located in a floodplain if at all possible. Using the critical facilities information, including GPS coordinates and replacement values, along with different hazard maps from GEMA, this database becomes a valuable planning tool that can be used by Counties to help estimate losses and assess vulnerabilities. This interactive Critical Facilities Database will also help to integrate mitigation planning into their other planning processes.

The following GEMA map displays the location of critical facilities within Lumpkin County and the City of Dahlonega. These facilities may be viewed in much greater detail within the Critical Facilities Database. Access to this database is limited and can only be viewed with the permission of the EMA Director due to the sensitive nature of some of the information.

Lumpkin County Critical Facilities Map (GEMA)



A risk assessment, which is composed of elements from each of the four main HMP components, provides the factual basis for all mitigation activities proposed within this Plan.

Inventory of Critical Facilities: Critical facilities are defined as facilities that provide essential products and services to the public. Many of these facilities are government buildings that provide a multitude of services to the public, including most public safety disciplines such as emergency management, fire, police, and EMS. Other government buildings/facilities commonly classified as critical facilities include water distribution systems, water treatment facilities, wastewater treatment facilities, public works, public schools, administrative services, and post offices. For the purposes of this Plan, critical facilities have been identified by the HMPC and important information gathered for each one. This information is located in the Critical Facilities Database (Appendix A).

Hazard Identification: During the planning process, a hazard history was created based upon available records from the past fifty years. This hazard history includes the natural and technological hazards that are most likely to affect the County. Unfortunately, record keeping was not as accurate or detailed decades ago as it is now. Therefore, the most useful information relating to these hazard events is found within the last ten to fifteen years. This fact is obvious upon review of the Hazard History Database (Appendix B), and the Hazard Frequency Table (Appendix C).

Profile of Hazard Events: Each hazard identified was analyzed to determine likely causes and characteristics, and what portions of the County's population and infrastructure were most affected. However, each of the hazards discussed in this Plan has the potential to negatively impact any given point within the County. A profile of each hazard discussed in this plan is provided in Chapter 2.

Vulnerability Assessment: This step is accomplished with the Critical Facilities Database by comparing GEMA hazard maps with the inventory of affected critical facilities, other buildings, and population exposed to each hazard (see Worksheets 3a).

Estimating Losses: Using the best available data, this step involved estimating structural and other financial losses resulting from a specific hazard. This is also accomplished to some degree using the Critical Facilities Database. Describing vulnerability in terms of dollar amounts provides the County with a rough framework in which to estimate the potential effects of hazards on the built environment.

Based on information gathered, the Plan identifies some specific mitigation goals, objectives, and actions to reduce exposure or impact from hazards that have the most impact on each community. A framework for Plan implementation and maintenance is also presented within this document.

Planning grant funds from the Federal Emergency Management Agency, administered by GEMA, funded the HMP. The HMP was developed by the HMPC, with technical assistance from GEMA and North Georgia Consulting Group.

1.3 Participants in Planning Process

This Hazard Mitigation Plan (HMP) is designed to protect both the unincorporated areas of the County as well as the City. Though the County facilitated this planning process, the City of Dahlonega provided critical input into the process. Without this mutual cooperation, the Plan would not exist in its present comprehensive form. Note: Please keep in mind that throughout this Plan, the term "county" typically refers to all of Lumpkin County, including the City of Dahlonega.

The process for updating Lumpkin County's Hazard Mitigation Plan can be found in the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Planning's "How To" Guides. According to "Getting Started: Building Support for Mitigation Planning;" the suggested process for preparing a Hazard Mitigation Plan is to 1) Organize resources and identify stakeholders and those holding technical expertise; 2) Assess risks to the community; 3) Develop a Mitigation Plan and lastly; 4) Implement and Monitor that plan once it is adopted. (FEMA 386-1)

The Lumpkin County Hazard Mitigation Planning Committee (HMPC) is made up of a variety of members. The EMA Director is responsible for all decisions relating to the overall direction of the Plan, retrieval of data from various departments, and serving as a central point of contact for all matters relating to the Plan. The consultant, NGCG, is responsible for facilitation of HMPC meetings, integration of updated data into the Plan, grant administration, and other administrative functions. Each local jurisdiction within the County was responsible for having representatives on the HMPC, who provided critical data for consideration through meetings, email, and/or site visits. Each jurisdiction will also be responsible for adoption of this Plan update.

Input for the Plan update comes from a wide variety of individuals, departments, jurisdictions, businesses, organizations and other entities. This diverse group provided valuable input into the planning process including identifying hazards and developing important mitigation measures to be considered in the future. A more complete list of the categories of stakeholders that either participated directly, participated indirectly, or were invited to participate are as follows:

1. Local and regional departments and/or agencies:
    - Public works
    - Emergency management and public safety
    - Local floodplain administration
    - Geographic Information Systems (GIS)

2. Development regulating individuals, departments and/or agencies:
    - Planning and Zoning
    - Economic development
    - Building officials
    - Planning commissions
    - Elected officials

3. Neighboring communities:
    - Adjacent or regional local jurisdictions

4. Representatives of businesses, academia, and other private organizations:
    - Private utilities
    - Major employers
    - Post high-school education
    - News media

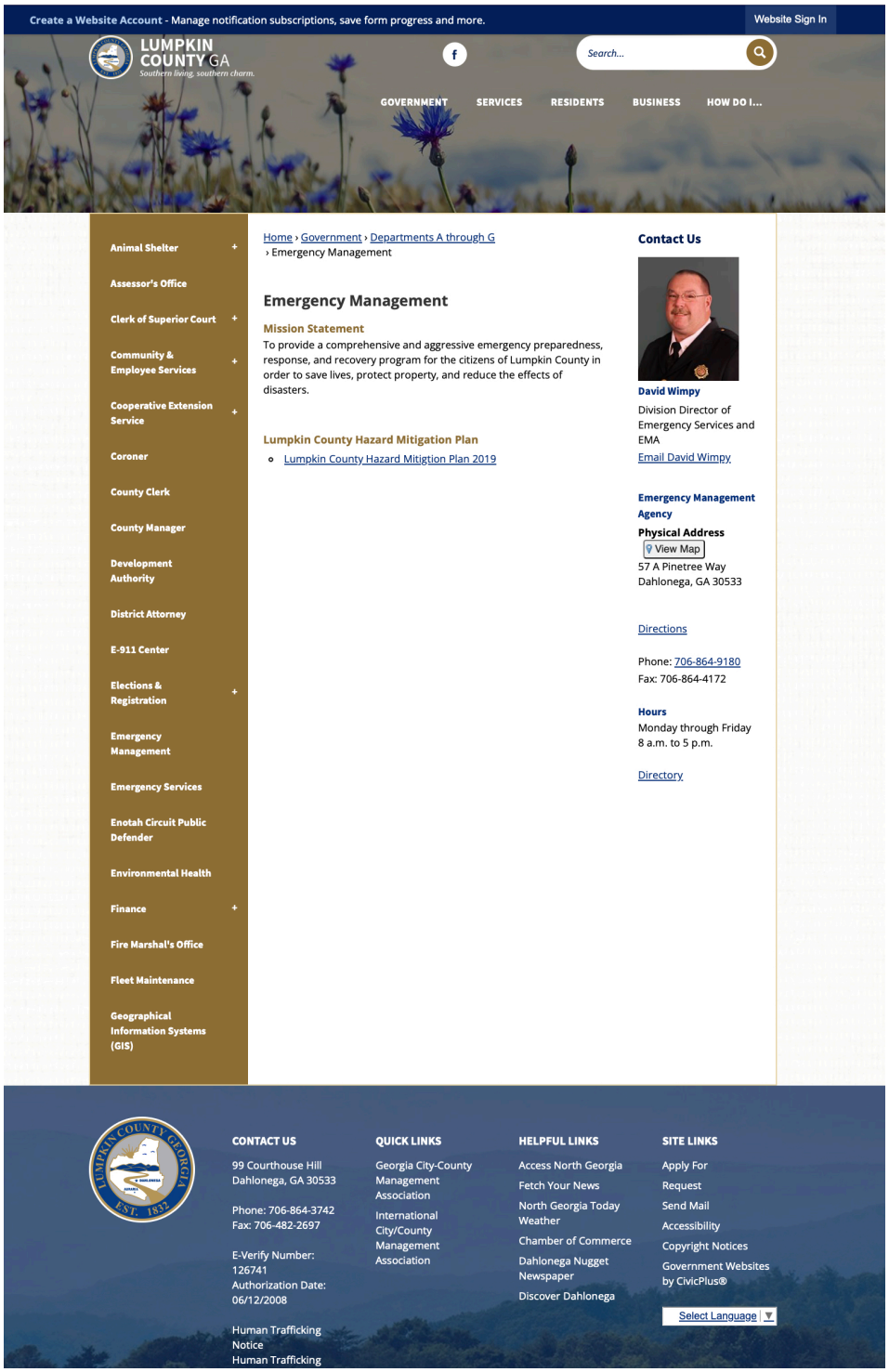
5. Representatives of nonprofit organizations:
    - Healthcare
    - Social service agencies

The Plan is the result of a community-wide (and beyond) effort put forth over the past several months utilizing FEMA's Hazard Mitigation Plan "How To" Guides to aid in laying out the planning process described above. The public involvement elements of this Plan were reviewed by the HMPC. They were determined to have remained effective and were approved for use in the current Plan update process.

Due to limited resources, attendance at HMPC meetings for many was not an option. Nevertheless, significant input relating to the HMP update was sought and received by the HMPC. Various individuals, departments, jurisdictions, businesses, organizations and other entities participated in conversations and other communications with the EMA Director and other HMPC members that directly contributed to the development of this Plan. This included departmental representatives from Lumpkin County and the City of Dahlonega, and representatives from public safety, health care, social services, primary and secondary education, business and industry, private utilities, other agencies and the news media. Although many contributed in this manner, those that participated more directly and/or attended HMPC meetings are listed in the following table.

Name	Jurisdiction/Dept	Title/Position
George Albert	City of Dahlonega	Chief of Police
Mark Buchanan	City of Dahlonega	Public Works Director / Engineer
Alicia Davis	Lumpkin County	Division Director / ADA Coordinator
John Jarrard	City of Dahlonega Water/Wastewater	Consultant
Wayne Marshall	Lumpkin County Animal Shelter	Manager
Allison Martin	City of Dahlonega	City Manager
Lorraine Morris	Lumpkin County EMA	Deputy Director
Ashley Peck	Lumpkin County Board of Commissioners	Assistant County Manager
Michael Ramsey	Lumpkin County Sheriffs Office	Training Officer
Aaron Taylor	Lumpkin County Animal Shelter	Supervisor
David Wimpy	Lumpkin County Emergency Services and EMA	Division Director

The Plan was posted on the county's website during the planning process. This was done to allow the general public, including other nearby communities, as well as other agencies to review and comment on the Plan utilizing the contact information provided on the website. The Plan was also forwarded to surrounding jurisdictions with a request they review the plan and provide any feedback they deem necessary. This included Dawson, Gilmer, Fannin, Union, White and Hall Counties.



The HMPC held its kickoff meeting on May 22, 2025. Other meetings and discussions were held throughout this planning process at various times between two or more HMPC members in order to accomplish a variety of tasks. Plan updates and requests for information were sent electronically to HMPC members on a regular basis. Two public meetings relating to this Plan are required by FEMA: one during the drafting stages of the Plan, and one after the final version of the Plan is completed. The first of these two meetings occurred on February 11, 2026 during the drafting stages of the Plan. No public feedback was received at that time. This meeting was advertised to the entire community, including vulnerable and underserved populations. The meeting was advertised in the local newspaper for two weeks, and fliers were placed at government and other buildings advertising the meeting and inviting all to attend.

Once any final revisions were made to the Plan, a second public meeting was held on date TBD where it was adopted by Lumpkin County. Prior to adoption at the final public meeting, the public was provided with an additional opportunity to review and comment on the Plan. This final version was then submitted to GEMA and FEMA for review and approval. All public meetings were advertised in the local newspaper and posted in English and Spanish at multiple public locations. A copy of the adoption resolution is included in the Appendices.

1.4 HRV summary/Mitigation goals

Lumpkin County has experienced a number of hazard events throughout its history, most resulting in fairly localized damage. Flooding, tornados, winter storms, wildfire, drought, severe thunderstorms (including hail and lightning), earthquakes, landslides, dam failure and hazardous materials to varying degrees represent known threats to Lumpkin County. The Lumpkin County HMPC used information gathered throughout this planning process to identify mitigation goals and objectives as well as some recommended mitigation actions. Each potential mitigation measure identifies an organization or agency responsible for initiating the necessary action, as well as potential resources, which may include grant programs and human resources. An estimated timeline is also provided for each mitigation action.

1.5 Multi-Jurisdictional Special Considerations

The City of Dahlonega was am active participant and equal partner in the planning process as well as the previous planning process. As an active part of the HMPC, both jurisdictions contributed significantly to the identification of mitigation goals and objectives and potential mitigation measures contained within the HMP.

Participation in Mitigation Plan

Jurisdiction	*2021 Plan*	*2025 Plan*
Lumpkin County	✓	✓
City of Dahlonega	✓	✓

1.6 Adoption, Implementation, Monitoring, Evaluation

Upon completion of the Plan, it will be forwarded to GEMA for initial review. GEMA will then forward the Plan to FEMA for final review and approval. Once final FEMA approval has been received, Lumpkin County and the City of Dahlonega will be responsible for initiating the appropriate courses of action related to this Plan. Actions taken may be in coordination with one another or may be pursued separately. The "Plan Update and Maintenance" section of this document details the formal process that will ensure that the Lumpkin County HMP remains an active and relevant document. The HMP maintenance process includes monitoring and evaluating the Plan annually, and producing a complete Plan revision every five years. Additionally, procedures will ensure public participation throughout the plan maintenance process. This Plan will be considered for integration into various existing plans and programs, including the Lumpkin County Comprehensive Plan at its next scheduled update. Mitigation actions within the HMP may be used by the County and City as one of many tools to better protect the people and property of Lumpkin County and the City of Dahlonega. Lumpkin County and the City of Dahlonega are individually responsible for the processes necessary to formally adopt this Plan.

Adoption Status

Jurisdiction	***2021 Plan***	***2025 Plan***
Lumpkin County	✓	✓
City of Dahlonega	✓	✓

1.7 Review and Incorporation

The HMPC recognized the need to integrate other plans, codes, regulations, procedures and programs into this Hazard Mitigation Plan (HMP). Lumpkin County did not have the opportunity to incorporate the original HMP's strategy into other planning mechanisms, but will now ensure that during the planning process for new and updated local planning documents such as a comprehensive plan or Local Emergency Operations Plan, the EMA Director will provide a copy of the HMP to the appropriate parties, so incorporation will be considered in future updates. All goals and strategies of new and updated local planning documents should be consistent with, and support the goals of, the HMP and not contribute to increased hazards in the affected jurisdiction(s).

Record of Review

Existing planning mechanisms	Reviewed? (Yes/No)	Method of use in Hazard Mitigation Plan
Comprehensive Plan (multi-jurisdictional)	Yes	Development trends
Local Emergency Operations Plan	Yes	Identifying hazards; Assessing vulnerabilities
Storm Water Management / Flood Damage Protection Ordinance	Yes	Mitigation strategies
Building and Zoning Codes and Ordinances	Yes	Development trends; Future growth
Mutual Aid Agreements	Yes	Assessing vulnerabilities
State Hazard Mitigation Plan	Yes	Risk assessment
Land Use Maps	Yes	Assessing vulnerabilities; Development trends; Future growth
Critical Facilities Maps	Yes	Locations
Community Wildfire Protection Plan	Yes	Mitigation strategies

As set forth in the plan maintenance section of this plan (Section 6.4), the Hazard Mitigation Planning Committee will meet during the plan approval anniversary date of every year to complete a review of the Hazard Mitigation Plan. It is during this review process that the mitigation strategy and other information contained within the Hazard Mitigation Plan are considered for incorporation into other planning mechanisms as appropriate. Opportunities to integrate the requirements of this HMP into other local planning mechanisms will continue to be identified through future meetings of the HMPC on an annual basis. The primary means for integrating mitigation strategies into other local planning mechanisms will be through the revision, update and implementation of each jurisdiction's individual action plans that require specific planning and administrative tasks (e.g., plan amendments and ordinance revisions).

During the planning process for new and updated local planning documents such as a comprehensive plan or Local Emergency Operations Plan, the EMA Director will provide a copy of the HMP to the appropriate parties. It will be recommended that all goals and strategies of new and updated local planning documents be consistent with, and support the goals of, the HMP and will not contribute to increased hazards in the affected jurisdiction(s).

Although it is recognized that there are many benefits to integrating components of this plan into other local planning mechanisms, and that components are actively integrated into other planning mechanisms when appropriate, the development and maintenance of this stand-alone HMP is deemed by the committee to be the most effective method to ensure implementation of local hazard mitigation actions at this time. Therefore, the review and incorporation efforts made in this update and the last, which consisted of a simple review of the documents listed in the chart above by various members of the HMPC, are considered successful by the HMPC and will likely be utilized in future updates.

The County's EMA is committed to incorporating hazard mitigation planning into its Local Emergency Operations Plan and other public emergency management activities. As the EMA Director becomes aware of updates to other County or City plans, codes, regulations, procedures and programs, the Director will continue to look for opportunities to include hazard mitigation into these mechanisms.

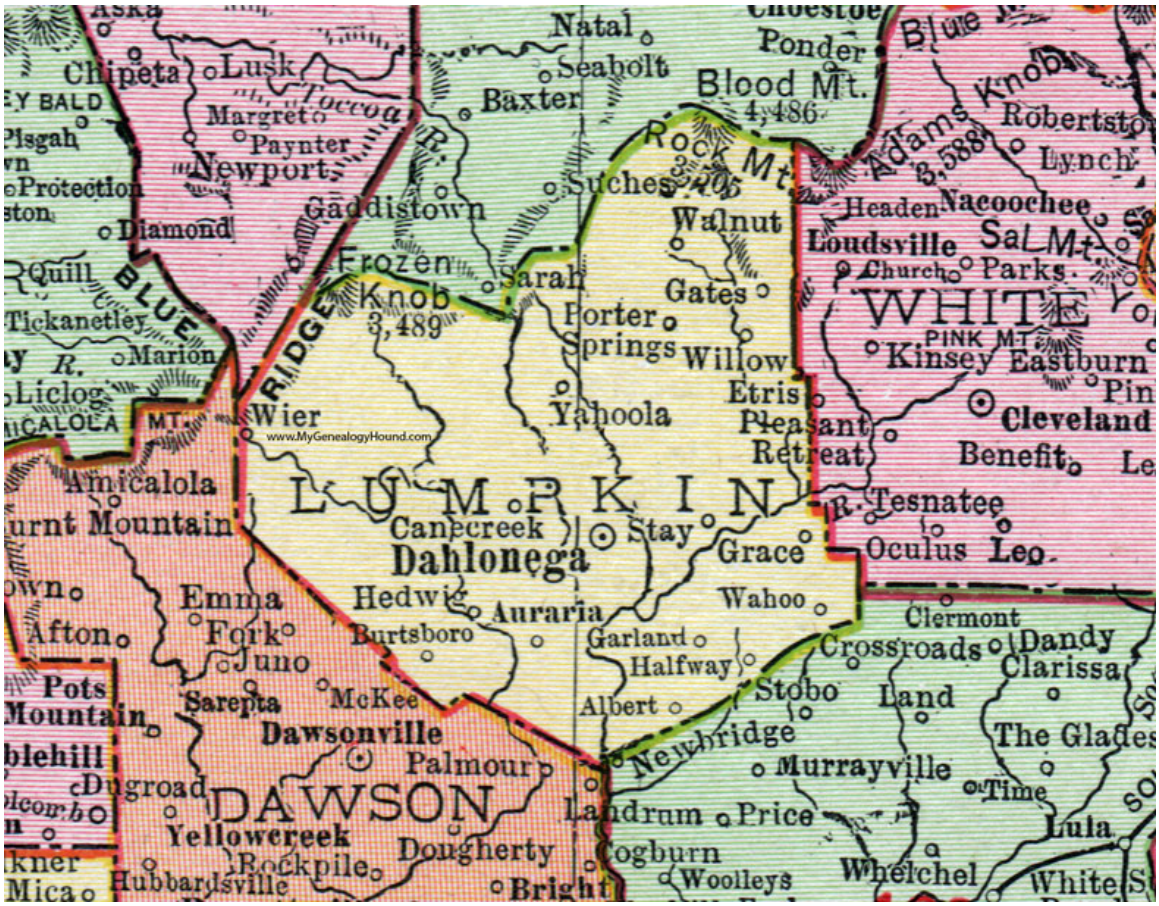
1.8 Scope of Updates

Changes have been made to the HMP in this updated version. These changes are summarized in the following table.

Chapter or Section	Chapter or Section Description	Changes this Update
1.2	Organization of the Plan	Descriptions
1.3	Participants in Planning Process	Data
1.5	Multi-Jurisdictional Special Considerations	Data
1.6	Adoption, Implementation, Monitoring, Evaluation	Descriptions, Data
1.7	Review and Incorporation	Descriptions, Data
1.8	Scope of Updates	Descriptions, Data
1.9	Brief County Overview	Descriptions, Data
2	Introduction	Descriptions, Data
2.1	Tornado	Descriptions, Data, Visual Aids
2.2	Severe Thunderstorm	Descriptions, Data, Visual Aids
2.3	Flooding	Descriptions, Data, Visual Aids
2.4	Winter Storm	Descriptions, Data, Visual Aids
2.5	Wildfire	Descriptions, Data, Visual Aids
2.6	Drought	Descriptions, Data, Visual Aids
2.7	Earthquake	Descriptions, Data, Visual Aids
2.8	Landslides	Descriptions, Data, Visual Aids
3.1	Hazardous Materials Release	Descriptions, Data, Visual Aids
3.2	Dam Failure	Descriptions, Data, Visual Aids
3.3	Pandemic	Descriptions, Data, Visual Aids
4	Land Use and Development Trends	Descriptions, Data, Visual Aids

Chapter or Section	Chapter or Section Description	Changes this Update
5	Hazard Mitigation Goals Objectives and Actions	Descriptions, Data
6.1	Action Plan Implementation	Descriptions
6.2	Evaluation	Descriptions
6.3	Multi-Jurisdictional Strategy & Considerations	Descriptions
6.4	Plan Update and Maintenance	Descriptions, Data
7.2	References	Data
App. A	Critical Facilities Database	Data
App. B	Hazard History Database	Data
App. C	Hazard Frequency Table	Data
App. D	Other Planning Documents	Descriptions, Data, Visual Aids

1.9 County Overview



County Formed: December 3, 1832

County Seat: Dahlonega

Incorporated Cities: Dahlonega

Population Estimates:

Lumpkin County: 36,362 (2025)

City of Dahlonega: 7,621 (2025)

Total Area: 283 square miles



Proximity to Local Cities

Atlanta, GA	65 miles	south-southwest	via US 19/GA 400
Athens, GA	60 miles	southeast	via US 129
Chattanooga, TN	107 miles	northwest	via GA 52, 76, I-75
Cleveland, GA	18 miles	east	via GA 52, 115
Dalton, GA	75 miles	west	via GA 52, US 76
Gainesville, GA	30 miles	southeast	via GA 52
Blairsville, GA	35 miles	north	via US 129

Brief History

Lumpkin County, nestled in the foothills of the Blue Ridge Mountains in north Georgia, was formally created on December 3, 1832. The County was named for Wilson Lumpkin, then governor of Georgia, whose career was marked by his support for state expansion and Indian removal policies. Long before its formation, however, the region was home to the Cherokee, who had long known of the gold scattered through its hills and streams.



In 1828, the quiet frontier was forever altered when gold was discovered in the area. The find, attributed to a local hunter named Benjamin Parks, sparked the first major gold rush in the United States, predating California's by two decades. Thousands of prospectors flooded the region, setting up camp in makeshift boomtowns. The earliest center of activity was Auraria, but another settlement called Licklog soon grew more prominent. In 1833, that settlement was incorporated as Dahlonega, a name drawn from the Cherokee word for "yellow metal."



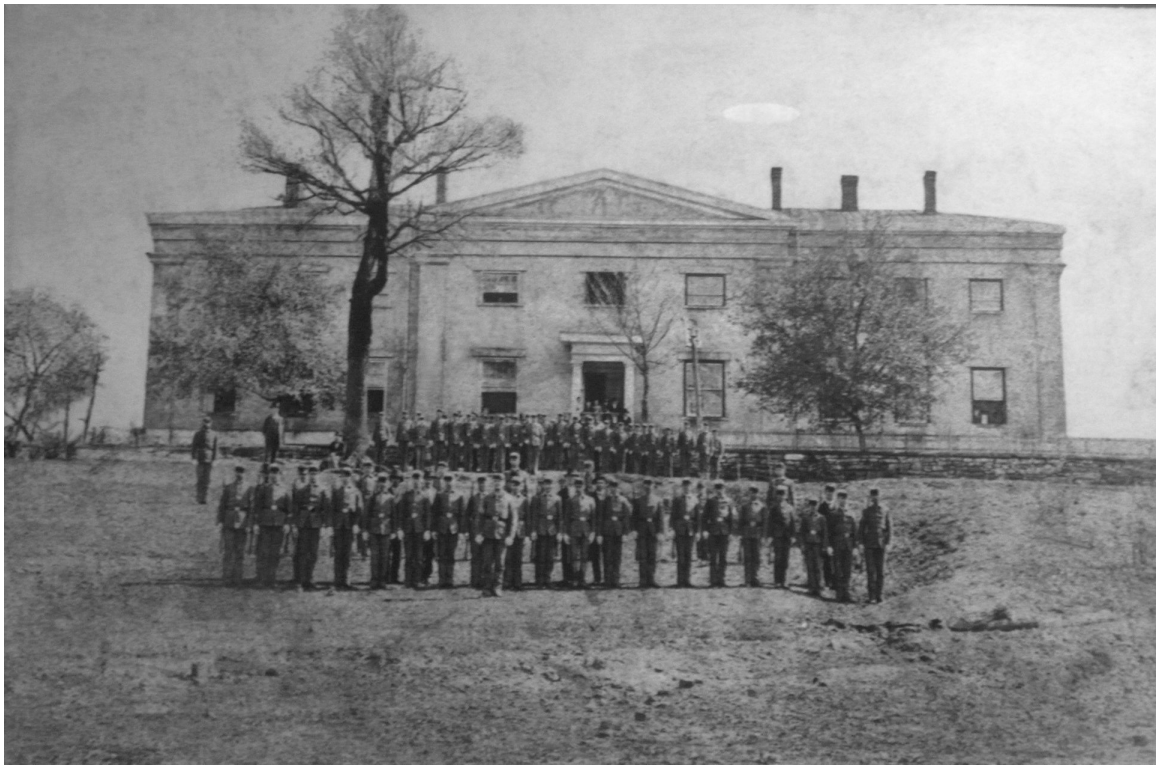


HYDRAULIC MINING. BARLOW MINE, DAHLONEGA, GA.

The gold rush brought rapid change. In 1836, Lumpkin County erected its courthouse in Dahlonega, a sturdy brick building that still stands today as the oldest surviving courthouse in north Georgia. Recognizing the volume of gold pouring out of the mountains, the U.S. government authorized a branch mint in Dahlonega in 1835. Completed by 1838, the mint produced gold coins—Half Eagles, Quarter Eagles, and Gold Dollars—that today are prized collectors' items.



For nearly twenty-five years, Dahlonega's mint symbolized the city's importance in the nation's gold economy.



This prosperity, however, was built on upheaval. The rush intensified pressure on Cherokee land, contributing directly to their forced removal on the Trail of Tears.



By the mid-1840s, gold production waned, and the discovery of richer deposits in California in 1849 drained away much of the mining population. Dahlonega transitioned from a gold boomtown to a quieter county seat, though small-scale mining lingered for decades. The Lumpkin County courthouse from that time period still stands today.



The end of the mint's operation came with the Civil War. Confederate troops seized the building, and after the war it never reopened. Instead, in 1873, the mint was repurposed as the home of North Georgia Agricultural College, today the University of North Georgia. This institution, one of the nation's six senior military colleges, gave Dahlonega a new identity as a center of higher education with a proud military tradition.



North Georgia Agricultural College.

NORTH GEORGIA AGRICULTURAL COLLEGE

Dep't of the University of Georgia. DAHLONEGA, GA.

All the regular college courses, including Agriculture, Mining Engineering, Languages, Music, Business, Domestic Science and Art, Physical Culture and many other studies.

Military Corps in charge of a captain of the United States Army. Boys younger than 15 years not admitted. Board $10 per month. Very healthful climate. Term opens Sept. 7.

All expenses for the year can be covered by $150.

For catalog, write to

G. R. GLENN, LL. D., Pres't, Dahlonega, Ga.

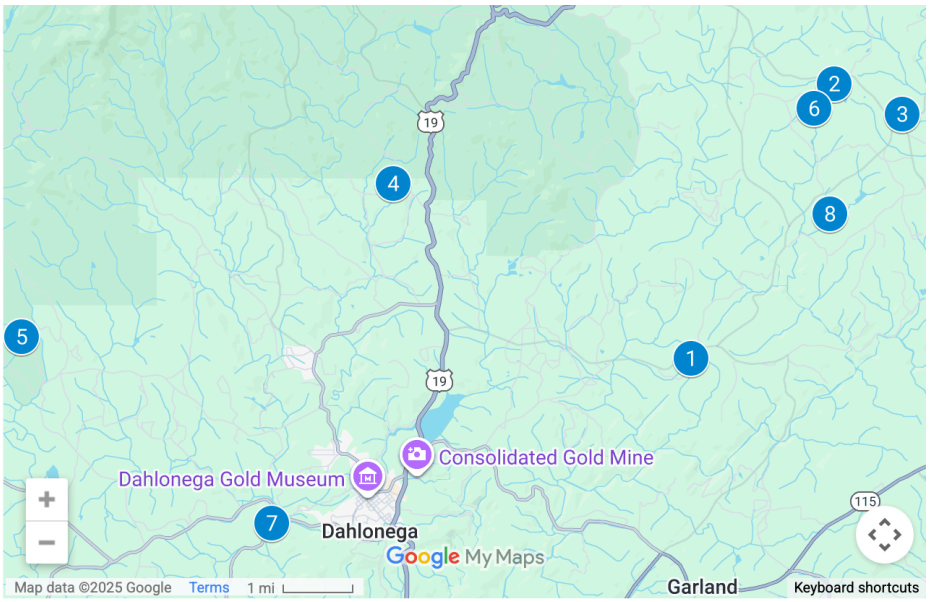
Through the late nineteenth and early twentieth centuries, Lumpkin County's economy turned more toward agriculture, timber, and local trade. Its mountain setting and historic legacy gradually gave rise to tourism. Visitors came to see the old courthouse, pan for gold in the creeks, and walk the same hills where thousands once staked their fortunes. Dahlonega embraced its history, preserving landmarks and celebrating its past through festivals and museums.





In recent decades, Lumpkin County has become known not only for its gold heritage but also for its vineyards. The region's climate and soil proved well suited to wine production, and Dahlonega now stands at the heart of Georgia's wine country. Combined with outdoor recreation in the Chattahoochee National Forest and the cultural influence of the university, the county has achieved a balanced economy rooted in both tradition and innovation.

Lumpkin County map of popular vineyards:



Key

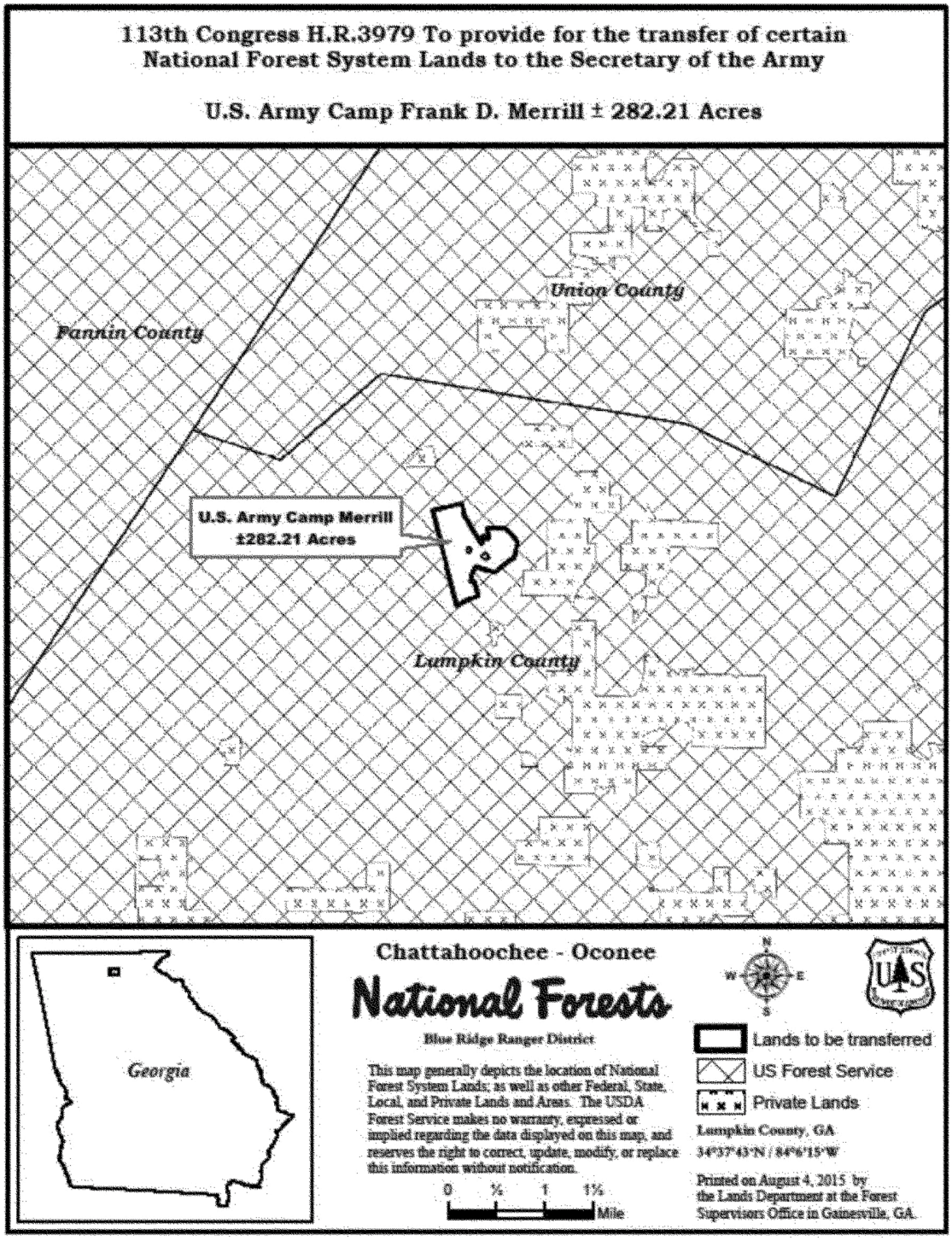
1) Cavender Creek Vineyards and Winery
2) Frogtown Cellars
3) Kaya Vineyard and Winery
4) Wolf Mountain Vineyards and Winery
5) Montaluce Winery and Restaurant
6) Three Sisters Vineyards
7) Accent Cellars
8) Dahlonega Resort and Vineyards

Lumpkin County also hosts an important U.S. Army training facility, Camp Frank D. Merrill. This facility is located about 12 miles north of Dahlonega, Georgia, in the Chattahoochee National Forest. It serves as the mountain phase of Ranger School and is operated by the 5th Ranger Training Battalion.



The camp spans roughly 282 acres and is named in honor of Major General Frank D. Merrill, who led "Merrill's Marauders" during World War II. Ranger training in the rugged mountains around Dahlonega dates back to the early 1950s, and by 1951 the area was already being used to prepare soldiers for combat in difficult terrain. The camp has since become a central location for mountaineering, small-unit tactics, infiltration and exfiltration training, and leadership development under physically and mentally demanding conditions. Facilities include classrooms, barracks, a dining hall, a medical clinic, and a fire station, with housing for soldiers and their families available nearby in Porter Village.

In 2014, legislation transferred control of the land from the U.S. Forest Service to the Army, allowing improvements and expansions to move forward more efficiently. Today, Camp Merrill continues to support Ranger students as well as other military units requiring mountain training.



Today, Lumpkin County and its seat, Dahlonega, remain defined by their layered history. From Cherokee homelands to gold rush boomtown, from federal mint to military college, the area has continually adapted to changing times. What began as a frontier gold camp has grown into a community that honors its past while drawing strength from its educational institutions, tourism, and natural beauty.



Points of Interest

The University of North Georgia (UNG) was established on January 8, 2013, when the University System of Georgia Board of Regents approved the consolidation of North Georgia College & State University and Gainesville State College. The institution traces its origins to the North Georgia Agricultural College, which was built on the historic site of the Dahlonega Mint, one of the nation's first branch mints. Today, UNG operates campuses in Dahlonega, Oakwood (Gainesville), Watkinsville (Oconee), Cumming, and Blue Ridge, making it one of the most accessible institutions in the state. Enrollment has grown steadily, with 19,298 students enrolled in Fall 2024, nearly all of whom are undergraduates, placing UNG among the largest public universities in Georgia. The university is organized into five colleges that collectively offer more than one hundred associate and bachelor's degrees, as well as a range of master's and doctoral programs. UNG also holds a unique position within higher education as both a State Leadership Institution and one of only six federally designated senior military colleges in the nation. Known as The Military College of Georgia, it houses the Corps of Cadets, or Boar's Head Brigade, which currently includes about 640 cadets—roughly four percent of the student body—who train through the Army ROTC program. While maintaining this strong military tradition, the vast majority of UNG's students pursue civilian academic tracks, and the university has earned additional distinction through nationally recognized programs such as its Chinese Language Flagship and its designation as a National Center of Academic Excellence in Cyber Defense Education.



Dahlonega's Downtown District, featuring nationally registered historic streets and the Public Square, along with walking tours and scenic green parks, stands as one of the South's most charming and vibrant town centers. Recognized as an award-winning Main Street City, Downtown Dahlonega offers a lively destination to visit, shop, live, and conduct business.





The Dahlonega gold mines and the Dahlonega Gold Museum (located in the historical courthouse) are popular day trip destinations for schools and families.





Local Events

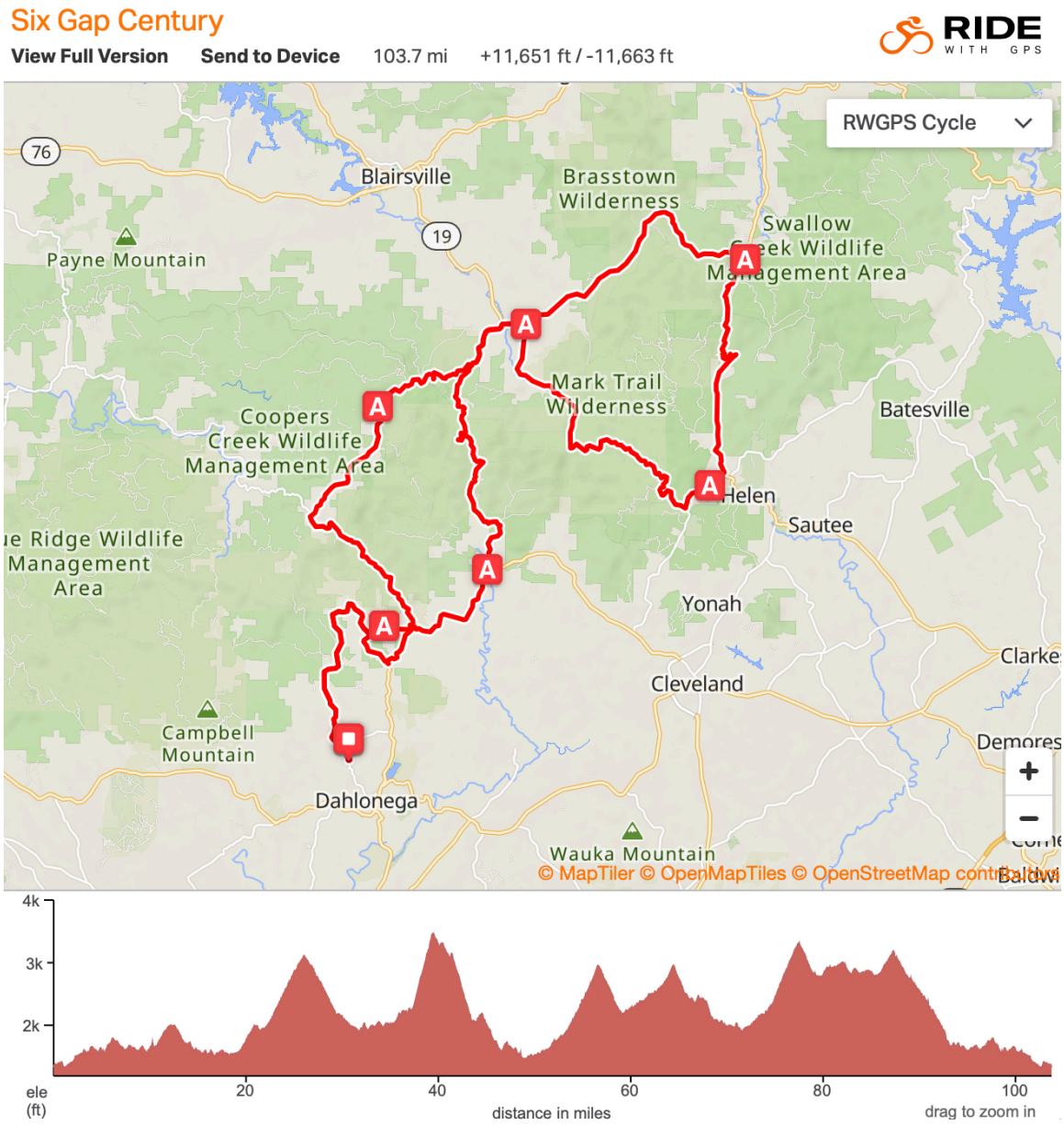
Wine Highway Weekend: Every year the local wineries have a special weekend to tour the wineries, provide tastings and special events. For a fee you receive a passport for free admission to all member wineries for tastings.

Bear on the Square Festival: Held the 4th weekend in April. This is an old time mountain festival. Celebrating mountain music and crafts.



Dahlonega Arts & Wine Festival: Held the 3rd weekend in May. Features artists representing visual arts and fine crafts in all mediums including painting, drawing, weaving, photography, jewelry and others. All works will be offered for sale. Also included is a wildflower awareness area, featuring specimens of native flora and fauna, with local experts to explain the growing conditions, tips for identification associated with native plants. Dahlonega Master Gardeners present wildflower displays, wildflower walks and wildflower tours.

Six Gap Century Bike Ride Across the Mountains: September 26th. A 100-mile bike ride through the mountains.



Gold Rush Festival: Held the 3rd weekend in October. This is Dahlonega's largest festival. Thousands come to celebrate Dahlonega's 1828 discovery of gold. Over 300 art and craft exhibitors gather around the Square and Historic District in support of this annual event. Included are a 5K road race, fashion show, gold panning contest, wheelbarrow race, King and Queen Coronation, hog calling, buck dance contest, gospel singing, wrist wrestling and many other exciting events.



Old Fashioned Christmas: The colorful and beautifully illuminated historic downtown square forms the backdrop for wonderful Christmas activities. One of Southeast Tourism's top 20 seasonal events with caroling, hospitality tables, and activities through the weekends before Christmas.



Chapter 2
Local Natural Hazard, Risk and Vulnerability (HRV) Summary

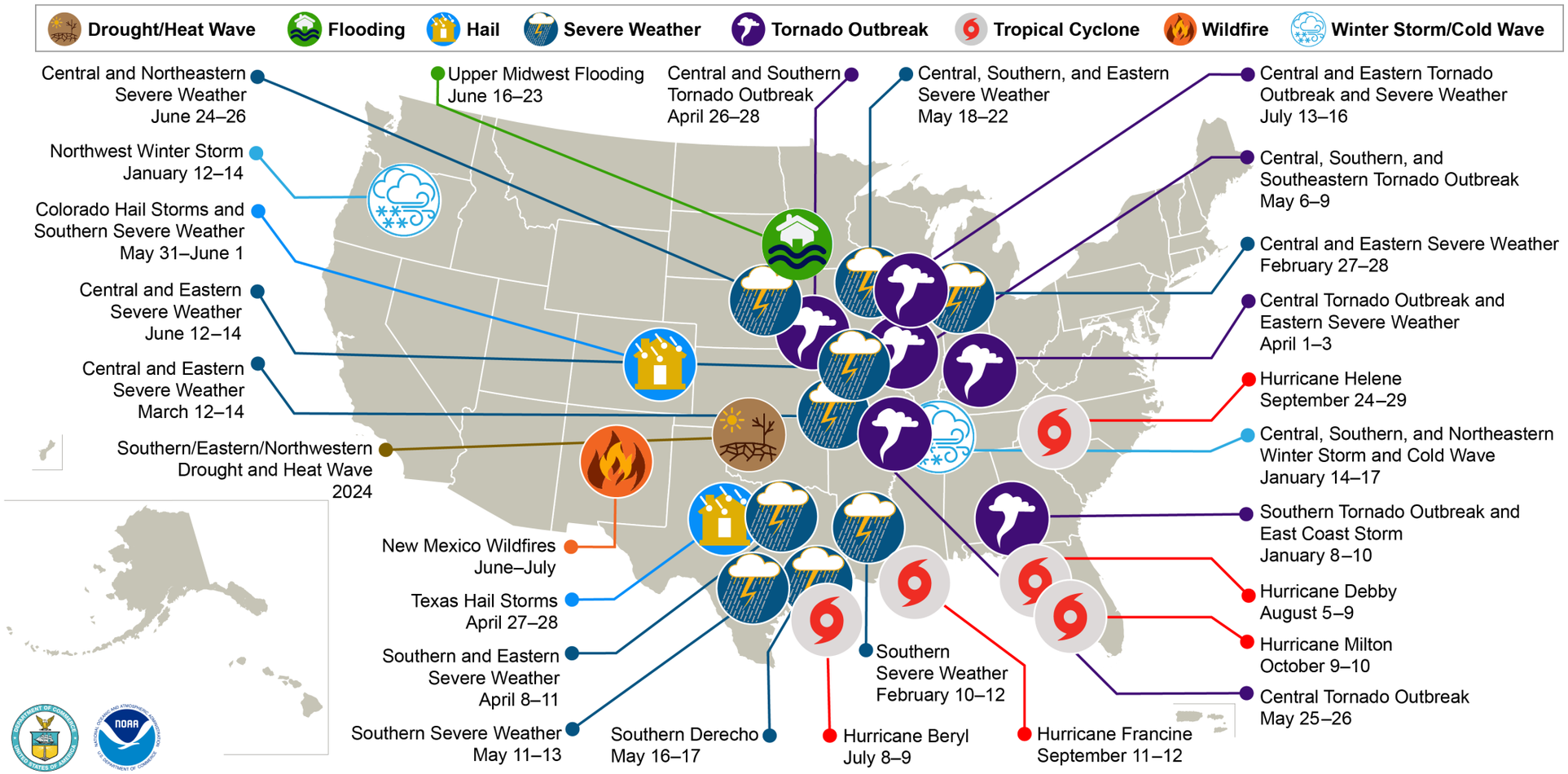
The United States has seen a steady rise in costly natural disasters over the last several decades. In 2024, the nation experienced 27 separate weather and climate events that each caused more than $1 billion in damages, just shy of the record 28 in 2023. These events caused at least 568 deaths and $182.7 billion in losses, making 2024 the fourth-costliest year on record. Since 1980, the U.S. has sustained 403 billion-dollar disasters, with combined costs exceeding $2.9 trillion. (All figures are adjusted for inflation to reflect 2024 dollars.)

The numbers show a clear increase over time. In the 1980s, the U.S. averaged fewer than four billion-dollar disasters per year. By the 2010s, the average was nearly 13 per year. In the 2020s, the pace has risen further, with more than 20 such events each year. These disasters span nearly every type of hazard: hurricanes, tornadoes, floods, droughts, winter storms, wildfires, and severe weather outbreaks. Hurricane Katrina in 2005 remains the single costliest disaster at over $190 billion in today's dollars, while 2017 stands as the costliest year overall, with nearly $396 billion in losses from events such as Hurricanes Harvey, Irma, and Maria.

The human toll has been heavy as well. Tens of thousands of lives have been lost since 1980, and millions of people have been displaced or left with major property losses. Each disaster leaves lasting damage to homes, businesses, and infrastructure, with recovery often stretching for years.

Taken together, these records show that natural disasters in the United States are becoming more frequent and more expensive. The totals for 2024 are not an exception but part of a long-term pattern that continues to reshape communities across the country. The following map demonstrates the extent of "billion dollar" natural disasters in 2024 in the U.S.

U.S. 2024 Billion-Dollar Weather and Climate Disasters



*This map denotes the approximate location for each of the **27 separate billion-dollar weather and climate disasters that impacted the United States in 2024.***

The Lumpkin County Hazard Mitigation Planning Committee (HMPC) identified eight natural hazards the County is most vulnerable to based upon available data including scientific evidence, known past events, and future probability estimates. As a result of this planning process, which included an analysis of the risks associated with probable frequency and impact of each hazard, the HMPC determined that each of these natural hazards pose a threat significant enough to address within this Plan. These include tornados, severe thunderstorms (including hail & lightning), flooding, winter storms, wildfire, drought, earthquakes, and landslides. For this plan update, the HMPC reviewed the natural hazards listed in the 2024-2029 Georgia Hazard Mitigation Strategy Standard and Enhanced Plan to assess the applicability of these hazards to Lumpkin County and the City of Dahlonega (See Table 2.1). Each of these natural hazards is addressed in this chapter of the Plan. An explanation and results of the vulnerability assessment are found in Tables 2-1 and 2-2.

The HMPC also discussed how changes in the climate may in some ways impact the County and City. If this is the case, at this point there is insufficient data to calculate how and to what degree such changes may impact Lumpkin County in the future. However, it seems likely that the impact of any changes in climate would be manifested in the form of the same hazards currently addressed within this Plan, even though frequency, probability and severity of those hazards might change.

Table 2.1 – Hazards Terminology Differences

Hazards Identified in Georgia Hazard Mitigation Strategy Plan (2019-2024)	Equivalent/Associated Hazards identified in the current Lumpkin County Hazard Mitigation Plan	Difference
Tornados	Tornados	Grammatical only.
Wind	Severe Thunderstorms	HMPC views as an associated hazard.
Severe Weather	Severe Thunderstorms	Difference in terminology.
Hailstorm	Severe Thunderstorms	HMPC views as an associated hazard.
Lightning	Severe Thunderstorms	HMPC views as an associated hazard.
Tropical Cyclonic Events	Severe Thunderstorms Flooding	Due to the County's inland location, not directly viewed as a threat. Tropical weather has limited effects within the County and is generally considered in terms of Severe Thunderstorms and Flooding, associated hazards.
Inland Flooding	Flooding	Difference in terminology.
Earthquake	Earthquake	None
Severe Winter Storms	Winter Storms	Difference in terminology.
Wildfire	Wildfire	None
Drought	Drought	None

Table 2.2 – Vulnerability Assessment Survey Results - Natural Hazards

(see Keys A, B, and C below)

Hazard	Lumpkin County	City of Dahlonega
Tornado – Severity	H	H
Tornado – Frequency	H	H
Tornado – Probability	H	H
Severe Thunderstorm (incl. Hail/Lightning) - Severity	H	H
Severe Thunderstorm (incl. Hail/Lightning) – Frequency	H	H
Severe Thunderstorm (incl. Hail/Lightning) - Probability	H	H
Flooding – Severity	H	H
Flooding – Frequency	H	H
Flooding – Probability	H	H
Winter Storm – Severity	H	H
Winter Storm – Frequency	H	H
Winter Storm – Probability	H	H

Hazard	Lumpkin County	City of Dahlonega
Wildfire – Severity	M	L
Wildfire – Frequency	M	L
Wildfire – Probability	M	L
Drought – Severity	M	L
Drought – Frequency	M	L
Drought – Probability	M	L
Earthquake – Severity	H	H
Earthquake – Frequency	M	M
Earthquake – Probability	H	H
Landslide – Severity	M	M
Landslide – Frequency	L	L
Landslide - Probability	M	M

Key A for Table 2.2 – Vulnerability Assessment Severity Definitions

Code	Definitions
L	Low Severity Average hazard event would typically result in relatively low damage. For example, a hazard that significantly affects less than 5% of the jurisdiction typically with no serious injuries. All data is compiled from the most recent vulnerability assessment survey responses.
M	Medium Severity Average hazard event would typically result in moderate damage. For example, a hazard that significantly affects up to 15% of the jurisdiction or results in multiple injuries. All data is compiled from the most recent vulnerability assessment survey responses.
H	High Severity Average hazard event would typically result in significant damage. For example, a hazard that significantly affects 25% of the jurisdiction or results in multiple injuries and/or deaths. All data is compiled from the most recent vulnerability assessment survey responses.

Key B for Table 2.2 – Vulnerability Assessment Frequency Definitions

Code	Definitions
L	Low Frequency The hazard has not occurred or has rarely occurred within the past five years. All data is compiled from the most recent vulnerability assessment survey responses and hazards history data.
M	Medium Frequency The hazard has occurred one or more times within the past five years. All data is compiled from the most recent vulnerability assessment survey responses and hazards history data.
H	High Frequency The hazard has occurred multiple times within the past five years, and at least once within the past year. All data is compiled from the most recent vulnerability assessment survey responses and hazards history data.

Key C for Table 2.2 – Vulnerability Assessment Probability Definitions

Code	Definitions
L	Low Probability The probability for the hazard to occur at least one time within the next five years is estimated to be between 1% and 30%. All data is compiled from the most recent vulnerability assessment survey responses.
M	Medium Probability The probability for the hazard to occur at least one time within the next five years is estimated to be between 31% and 70%. All data is compiled from the most recent vulnerability assessment survey responses.
H	High Probability The probability for the hazard to occur at least one time within the next five years is estimated to be between 71% and 100%. All data is compiled from the most recent vulnerability assessment survey responses.

2.1 Tornados



A. Hazard Identification – A tornado is a dark, funnel-shaped cloud containing violently rotating air that develops below a heavy cumulonimbus cloud mass and extends toward the earth. The funnel twists about, rises and falls, and where it reaches the earth causes great destruction. The diameter of a tornado varies from a few feet to a mile; the rotating winds attain velocities of 200 to 300 mph, and the updraft at the center may reach 200 mph. A tornado is usually accompanied by thunder, lightning, heavy rain, and a loud "freight train" noise. In comparison with a hurricane, a tornado covers a much smaller area but can be just as violent and destructive. The atmospheric conditions required for the formation of a tornado include great thermal instability, high humidity, and the convergence of warm, moist air at low levels with cooler, drier air aloft. A tornado travels in a generally northeasterly direction with a speed of 20 to 40 mph. The length of a tornado's path along the ground varies from less than one mile to several hundred.

The Fujita Scale was the standard scale in the United States for rating the severity of a tornado as measured by the damage it causes from 1971 to 2007 (see table below).

The Fujita Scale of Tornado Intensity			
F-Scale Number	**Intensity Phrase**	**Wind Speed**	**Type of Damage Done**
F0	Gale tornado	40-72 mph	Some damage to chimneys; breaks branches off trees; pushes over shallow-rooted trees; damages sign boards.
F1	Moderate tornado	73-112 mph	The lower limit is the beginning of hurricane wind speed; peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages may be destroyed.
F2	Significant tornado	113-157 mph	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.
F3	Severe tornado	158-206 mph	Roof and some walls torn off well constructed houses; trains overturned; most trees in forest uprooted
F4	Devastating tornado	207-260 mph	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown and large missiles generated.
F5	Incredible tornado	261-318 mph	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly through the air in excess of 100 meters; trees debarked; steel reinforced concrete structures badly damaged.

The Enhanced Fujita (EF) Scale for Tornado Damage is an update to the original Fujita Scale by a team of meteorologists and wind engineers that was implemented in the United States in 2007. The EF Scale is still a set of wind estimates (not measurements) based on damage. It uses three-second gusts estimated at the point of damage based on a judgment of 8 levels of damage to 28 indicators. These estimates vary with height and exposure. The three-second gust is not the same wind as in standard surface observations. Standard measurements are taken by weather stations in open exposures, using a directly measured, "one-minute mile" speed.

Levels of the Enhanced Fujita scale

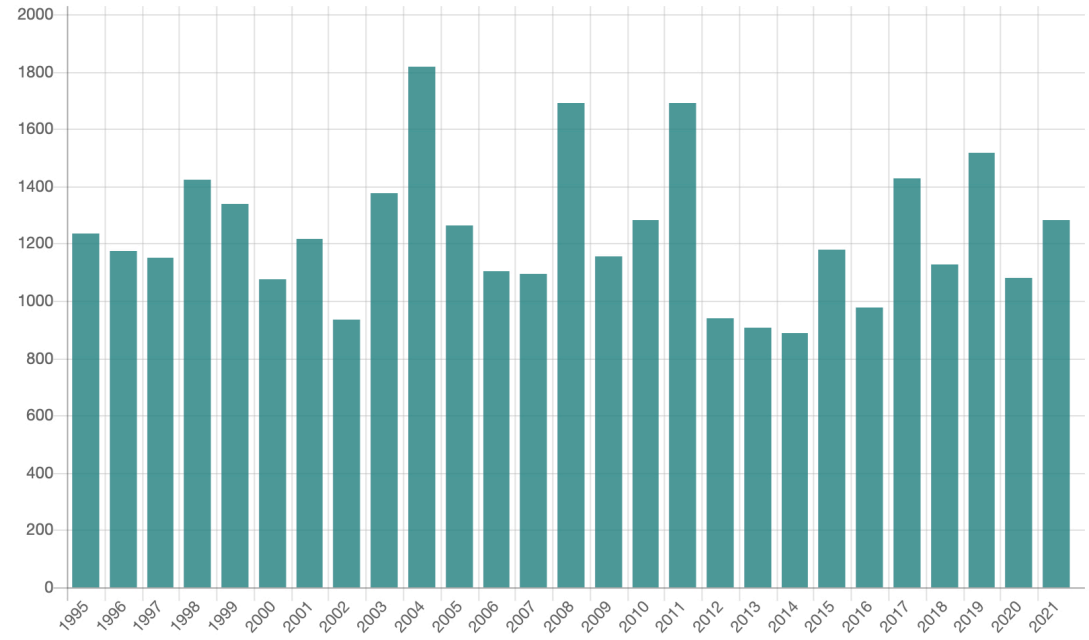
Grade, damage and windspeeds



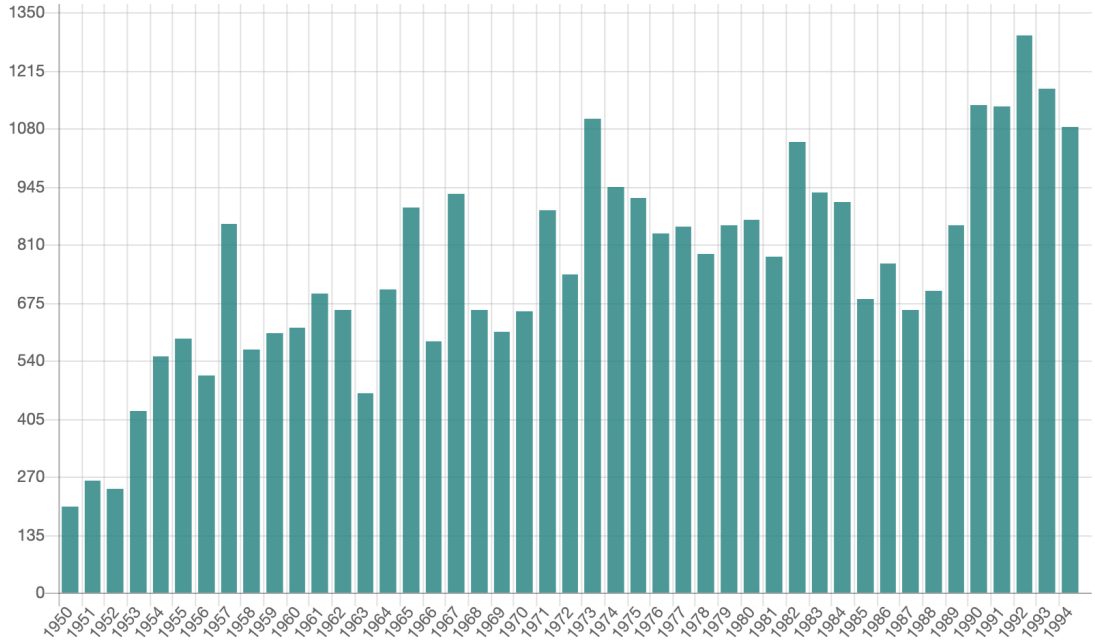
Source: Fema

The adoption of Doppler radar, along with other technical advancements and increased storm observation, has led to the ability to detect weaker and/or short-lived tornados that would often have gone unreported. The increase in annual tornados predates full doppler adoption, but it is again largely tied to observational betterment. In the 1955-1994 period, the average was 813 tornados per year. The 1996-2020 average is 1,233 tornados per year. Compare the Doppler and pre-Doppler charts below. Source: ustornados.com, SPC

Doppler-era tornadoes



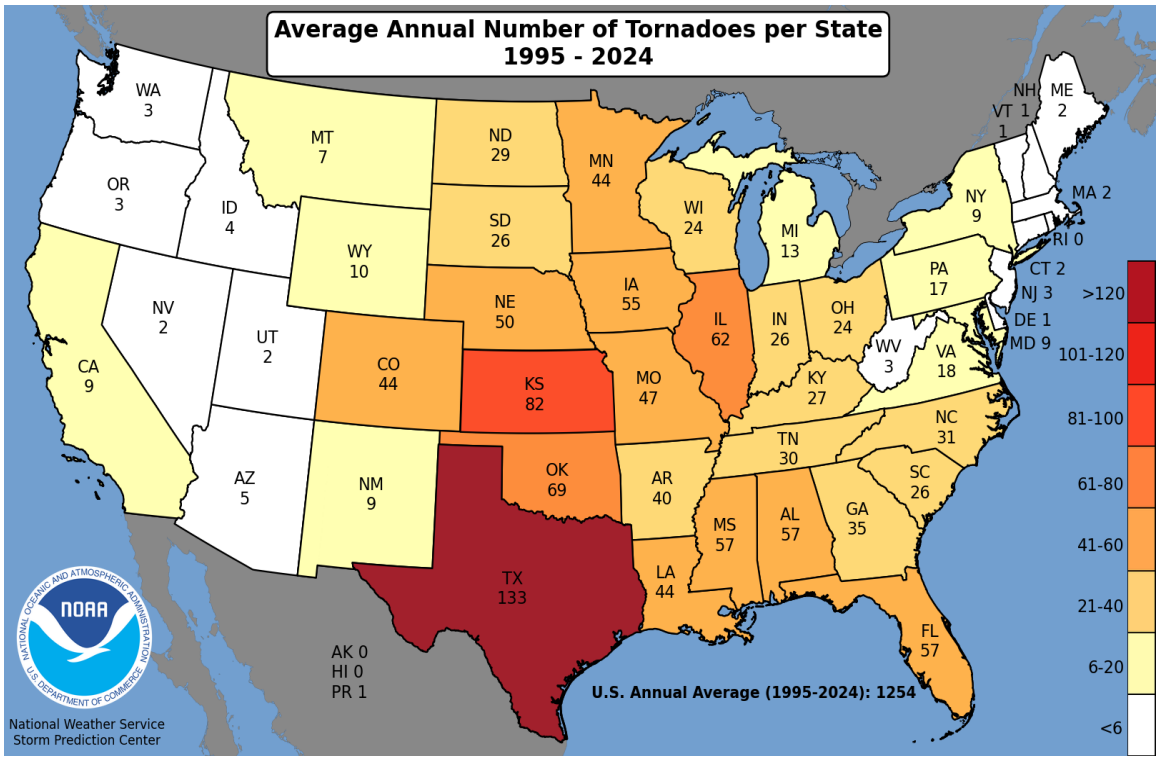
Pre-Doppler tornadoes



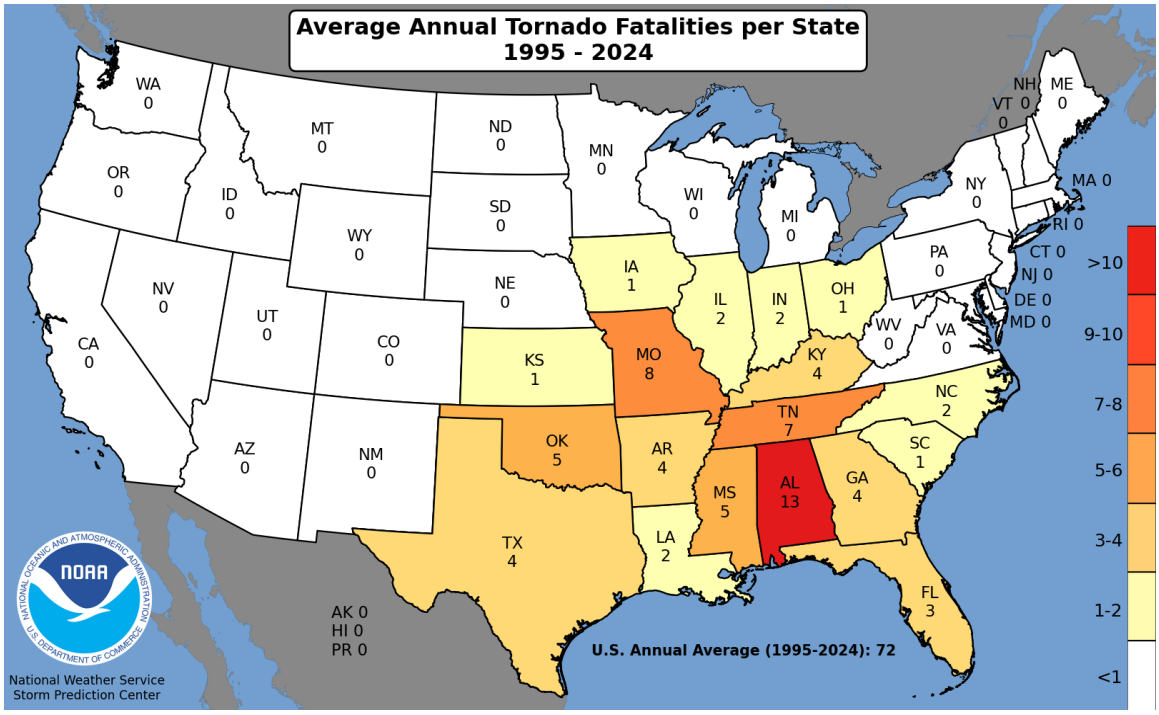
B. Hazard Profile – All areas within Lumpkin County are vulnerable to the threat of a tornado. There is simply no method to determine exactly when or where a tornado will occur. The Lumpkin County Hazard Mitigation Planning Committee (HMPC) reviewed historical data from the Georgia Tornado Database, the National Climatic Data Center, the National Weather Service and various other resources in researching the past effects of tornados within the County. With most of the County's recorded tornado events, only basic information was available. However, many dozens of tornado watches have been recorded during this period, and certainly some tornados go undetected or unreported. Therefore, any conclusions reached based upon available information on tornados within Lumpkin County should be treated as the minimal possible threat. Lumpkin County is located in both a state and a region known for high tornado activity.

National overview:

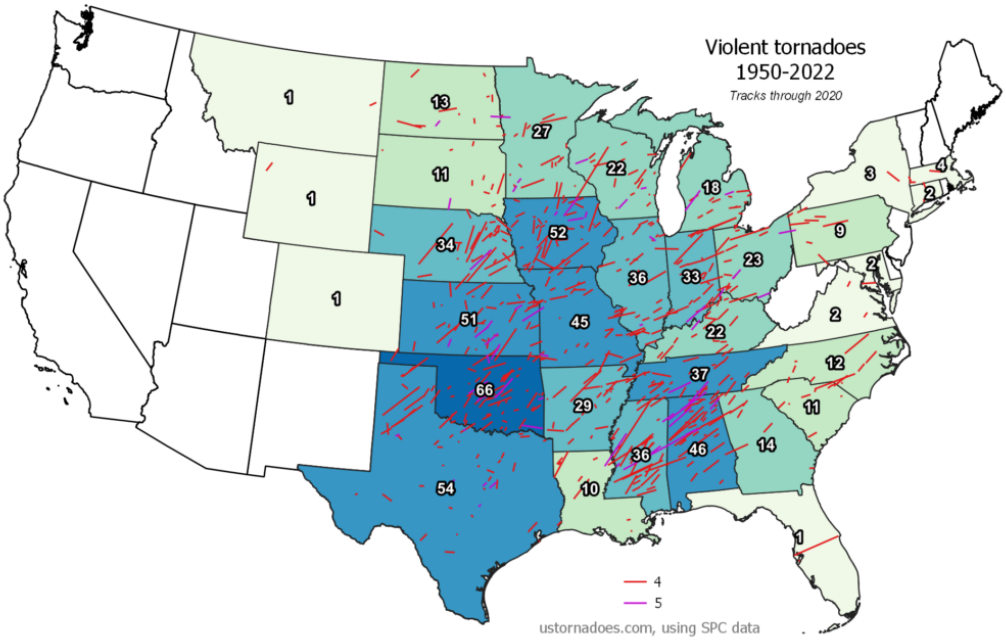
Tornados are among the most violent and unpredictable weather events in the United States, which experiences more of them than any other country. While the central region known as "Tornado Alley" is the most famous hotspot, other active zones such as "Dixie Alley" in the Southeast and "Hoosier Alley" in the Midwest also see frequent and destructive storms. These powerful funnels can strike in nearly every state, often causing catastrophic damage within minutes, making them a major focus of meteorology, emergency preparedness, and public safety efforts nationwide. The following map shows the average annual number of tornado per state from the period 1995 to 2024. Georgia's annual average is 35 touchdowns for this time period. Source: NWS, NOAA



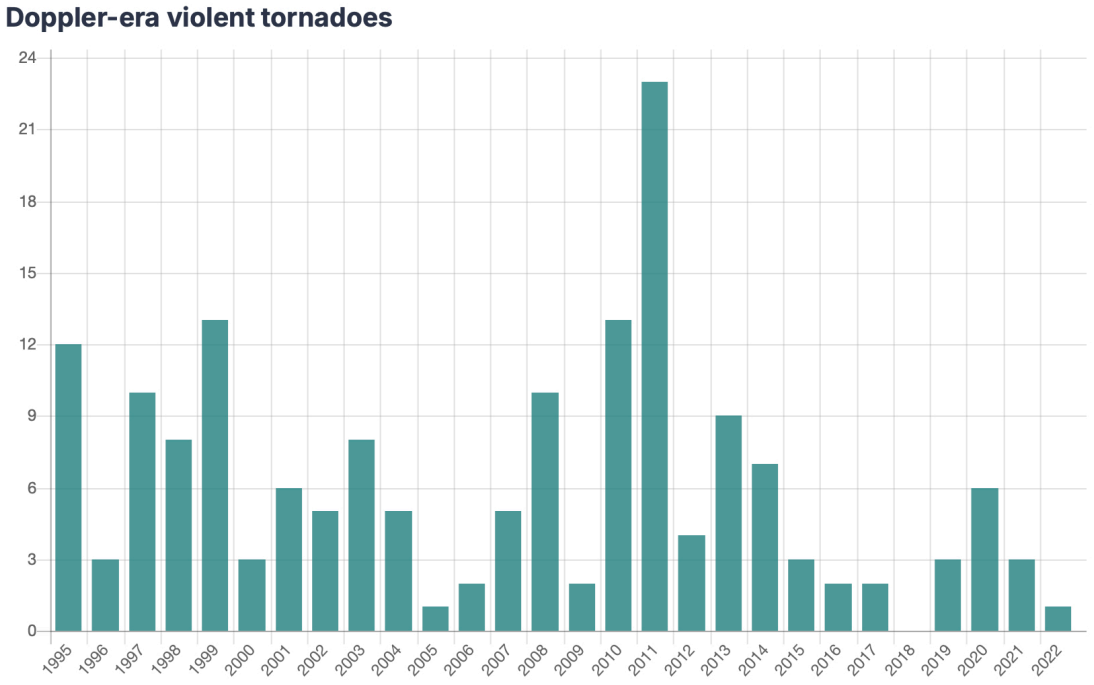
For the same time period of 1995-2024, the following map shows the average annual number of fatalities due to tornados by state. Georgia's average is four. Source: NWS, NOAA



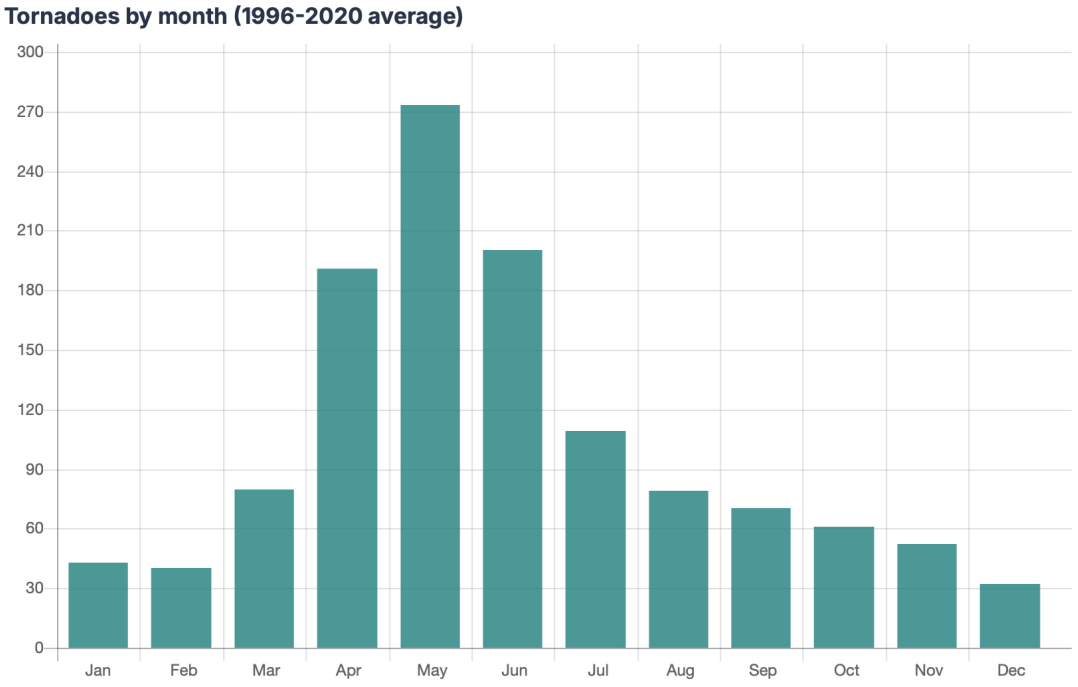
Tornados rated EF4 or EF5, with damage-based wind estimates of 166 mph or higher, are typically considered violent in the United States. Prior to 2007, the ratings are F4 and F5. There have been 638 such tornados rated since 1950. Source: ustornados.com, SPC



From 1995-2022 the average is 6.2 violent tornados per year.



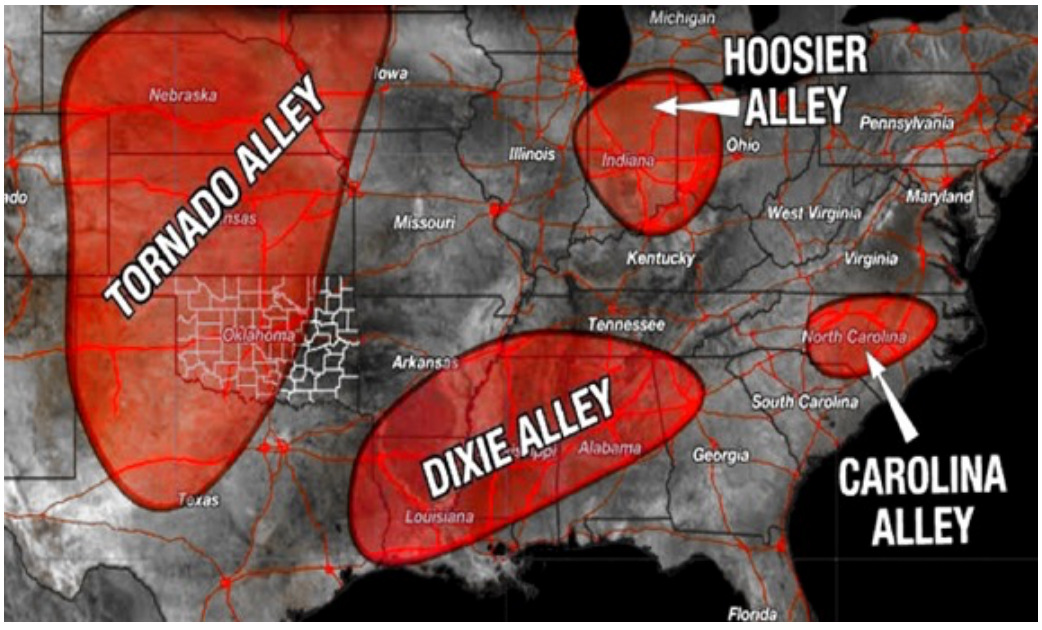
Although tornados can and do happen across the year, the vast majority occur during spring and early summer. If extending the core season from March through July, the period sees 69 percent of tornados on average. Months that currently have an average over 100 tornados are April (191), May (273), June (200), and July (109). The 1996-2020 average is 1,233 tornados per year. Source: ustornados.com, SPC



Tornados are one of the most dangerous natural threats in the United States, capable of leveling communities and claiming lives with little warning. Advances in forecasting and warning systems have improved public safety, but the speed and intensity of these storms ensure they will always carry significant risk. With multiple "alleys" across the country vulnerable to frequent outbreaks, ongoing research, preparation, and community awareness are essential to reducing the toll of these powerful storms.

Regional overview:

Dixie Alley is the nickname given to the areas of the southern United States with a particularly high frequency of strong, long-track and violent tornados. The Dixie Alley region includes areas of the lower Mississippi Valley, and spans from eastern Texas and Arkansas across Louisiana, Mississippi, Tennessee, Alabama, Georgia, and to upstate South Carolina and western North Carolina. The term Dixie Alley was first used in 1971 by Allen Pearson, a director of the Storm Prediction Center after witnessing a violent and deadly tornado outbreak on February 21, 1971. Although tornados are less frequent than in the more well-known Tornado Alley, Dixie Alley experiences more deaths because of relatively higher numbers of strong long tracked tornados and higher population density of this region. New research indicates that Dixie Alley is essentially an extension of Tornado Alley. Tornados in this area are long-tracked and deadly and often occur during the night and early morning. Tornados in the Dixie Alley are often partially or fully wrapped in rain making it hard for storm spotters and chasers, law enforcement, and the public to spot. They often occur in early spring and late autumn, but can continue throughout the winter and into late spring. Some notable tornado outbreaks in the region includes: Great Natchez Tornado, the 1884 Enigma tornado outbreak, the April 1924 tornado outbreak, the 1932 Deep South tornado outbreak, the 1936 Tupelo-Gainesville tornado outbreak, the April 1957 Southeastern tornado outbreak, the 1984 Carolinas tornado outbreak, the November 1992 tornado outbreak, and the April 2011 tornado outbreak. See the map below of Dixie Alley.

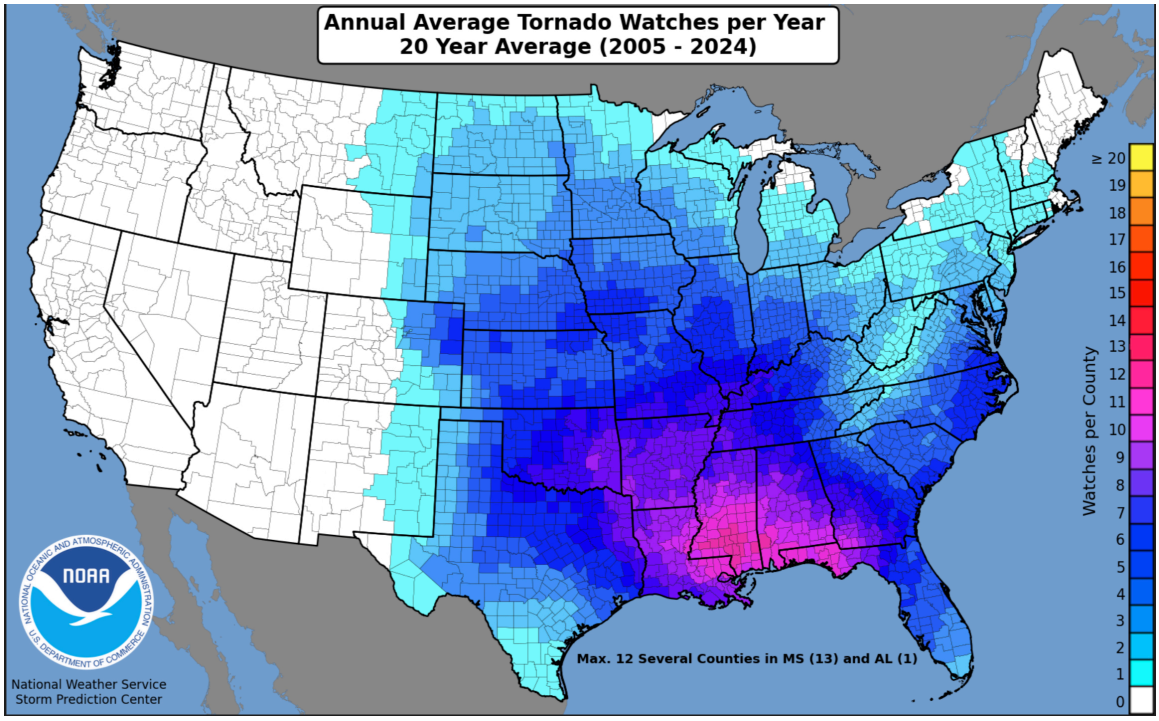


State and local overview:

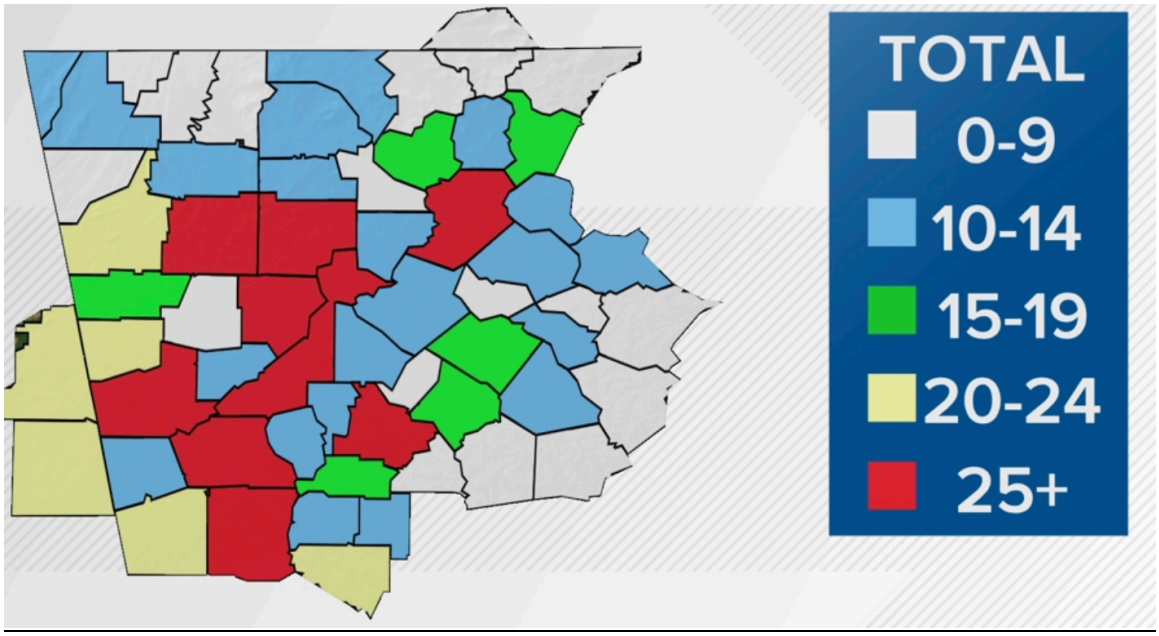
The state of Georgia is also known for its relatively high historical level of tornado activity. Tornados are considered to be the most unpredictable and destructive of weather events in Georgia, even though they are not the most frequently occurring natural hazard within Lumpkin County. Tornado season in Georgia is ordinarily said to run from March through August, with the peak activity being in April. However, tornados can strike at any time of the year when certain atmospheric conditions are met, including during the coldest months of the year.

In the Peachtree City County Warning Area (CWA), which includes Lumpkin County, the average number of tornado days per year is six, according to the National Weather Service. While tornados have been reported in all months of the year, most occur in the months of March, April, and May. During this "tornado season" the most likely time of occurrence is from mid-afternoon through early evening. Tornado intensities of F2 or greater are involved in 37% of the events when the data is broken down into a county-by-county basis. These strong tornados are more likely to occur during the month of April than in any other month.

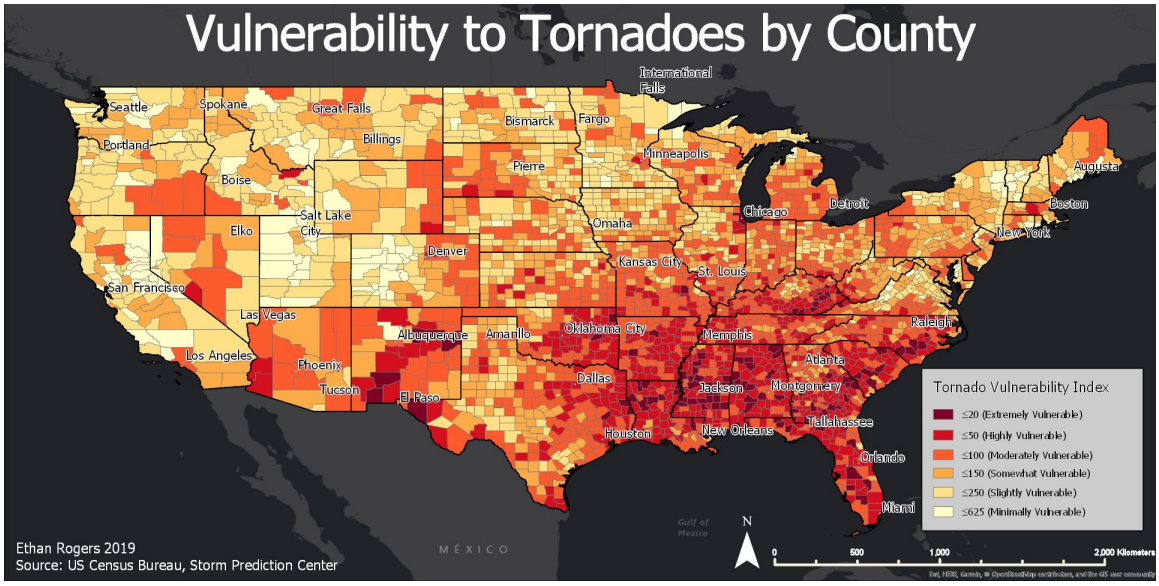
The following map shows the annual average number of tornado watches per year from 2005-2024. Georgia counties range between three and eleven per year during this time period. Lumpkin County averaged four per year. Source National Weather Service/NOAA



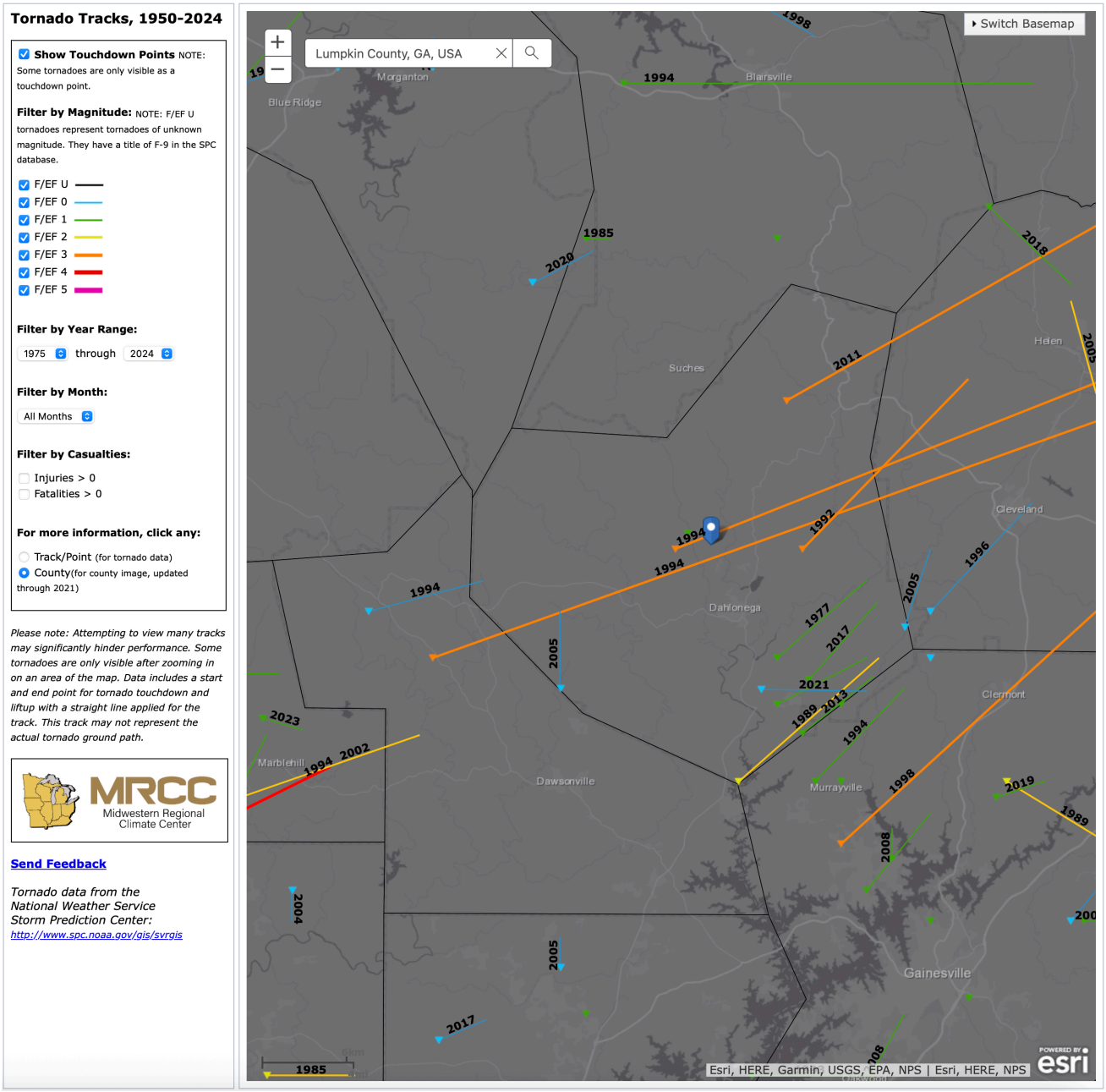
The following map of north Georgia shows the number of tornados on record by County from 1950-2023. This map provides perspective on which Georgia counties have been most or least affected by tornados in the past. Lumpkin County is somewhere in the middle of the pack. Source: NOAA NCEI.



In the Vulnerability to Tornados by County Map below, the vulnerability index includes a mean tornado intensity (with frequency factored in), mobile home %, population density, and income statistics. Dixie Alley, which includes Lumpkin County, is the most vulnerable area. Source: US Census Bureau, Storm Prediction Center, Ethan Rogers

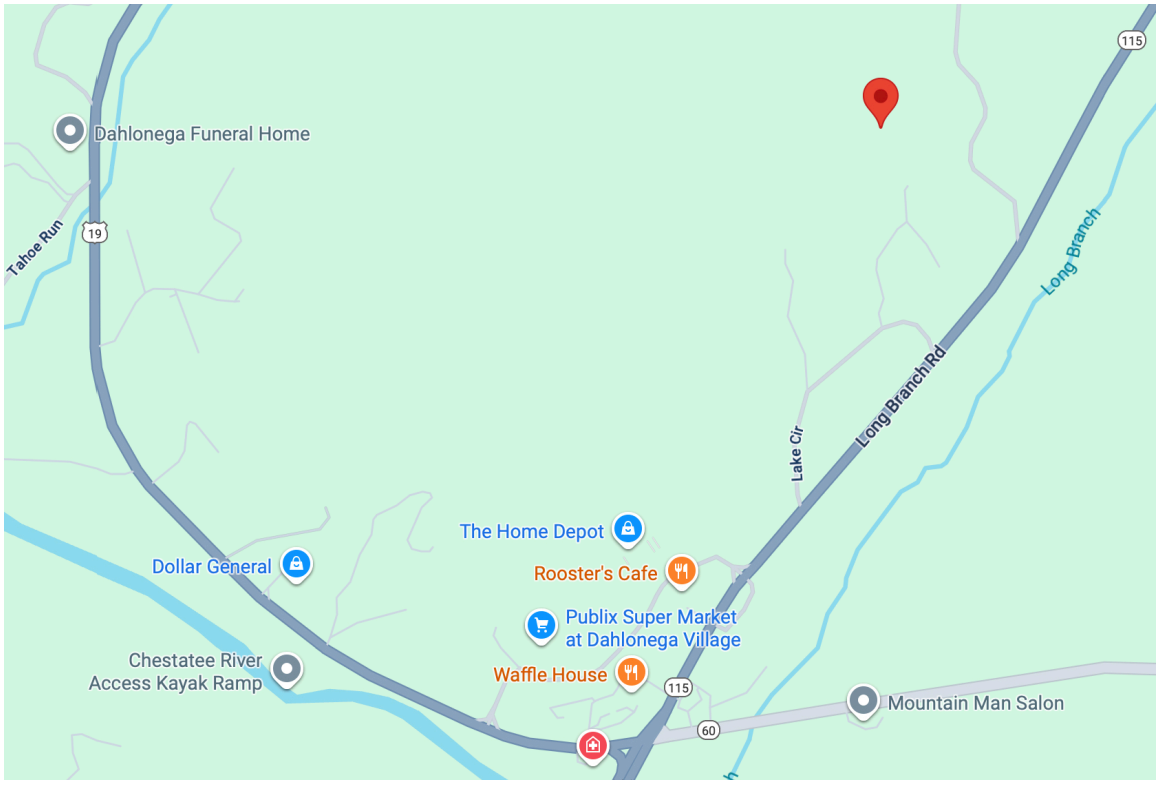


The following map tracks the paths of recorded tornados in Lumpkin County for the 50-year period from 1975 through 2024. The following Midwestern Regional Climate Center (MRCC) map shows the estimated paths and intensities of six of those tornados. Source: MRCC

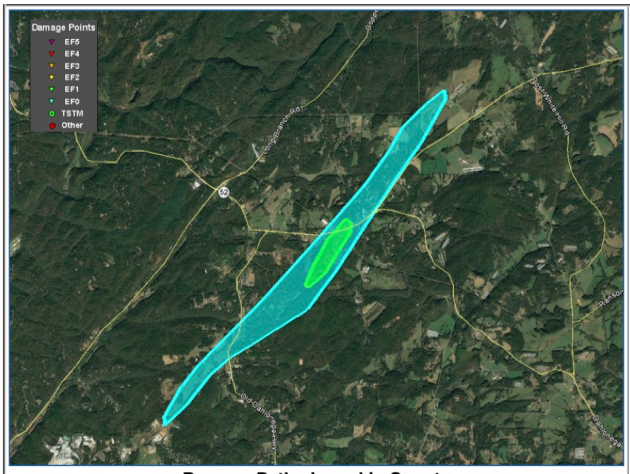


Recent and/or severe tornados:

On May 4, 2021, a National Weather Service survey found that an EF0 tornado with maximum wind speeds of 85 MPH and a maximum path width of 350 yards touched down just northwest of the intersection of Long Branch Road and Robinson Road, snapping several trees. The tornado moved east snapping and uprooting additional large pine trees along Red Oak Flats Road then tracked over mainly rural terrain for about a mile before causing additional damage along Pony Lake Road near Old Leathers Ford Road. More concentrated tree damage was then seen along Meeks Road and Old Dahlonega Highway where a number of larger trees were snapped or uprooted around several residences. Between Meeks Road and Pecks Road, the tornado reached its maximum intensity with wind speeds of 85 MPH. Just off Pecks Road near Brewer Drive, numerous medium to large trees were uprooted. As Pecks Road turns into Parks Road, additional trees were snapped or uprooted around a residence. The tornado ended just west of Claude Parks Road. [5/4/21: Tornado #6, County #1/1, EF-0, Lumpkin, 2021:014].



A brief tornado developed along a line of thunderstorms shortly after noon on April 3, 2017, just east of Highway 19 and Georgia 400 North. EF-0 damage in the form of numerous uprooted trees were found along the majority of Red Oak Flats Road. Shortly thereafter, the tornado strengthened to an EF-1 along a ridgetop northeast of Red Oak Flats Road where significant damage to barns and sheds was found. In addition, damage to a home was found on Dunagan Drive along with numerous large trees uprooted in a local pasture behind the road. The tornado continued along Cleveland Highway for several miles but weakened to an EF-0 at which point it caused damage to numerous trees and the collapse of a large local chicken coop on Francis Smith Road. The tornado lifted quickly after moving east of Francis Smith Road.



Damage Path - Lumpkin County

County	Rating	# of Injuries	KML
Lumpkin	EF-1	0	

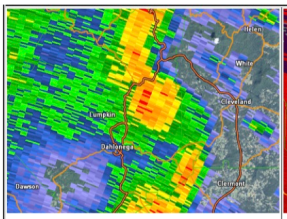
Rating:	**EF-1**
Peak Wind:	**100**
Path Length:	**4.6 miles**
Path Width:	**350 yards**
Fatalities:	**0**
Injuries:	**0**
Start Date:	**Apr. 3, 2017**
Start Time:	**12:18 PM EDT**
Start Lat/Lon:	**34.4858 / -83.9252**
End Date:	**Apr. 3, 2017**
End Time:	**12:26 PM EDT**
End Lat/Lon:	**34.5356 / -83.8714**



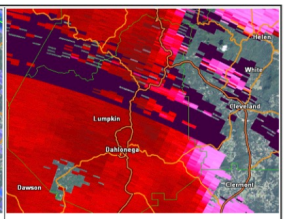
This barn on Dunagan Road suffered significant roof damage.



Numerous trees were uprooted by the tornado in this pasture.

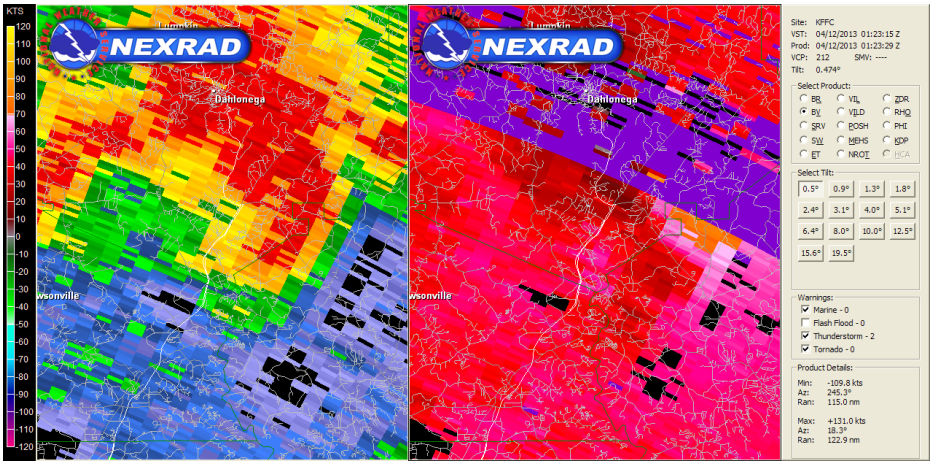


Reflectivity (12:23 PM EDT)



Velocity (12:24 PM EDT)

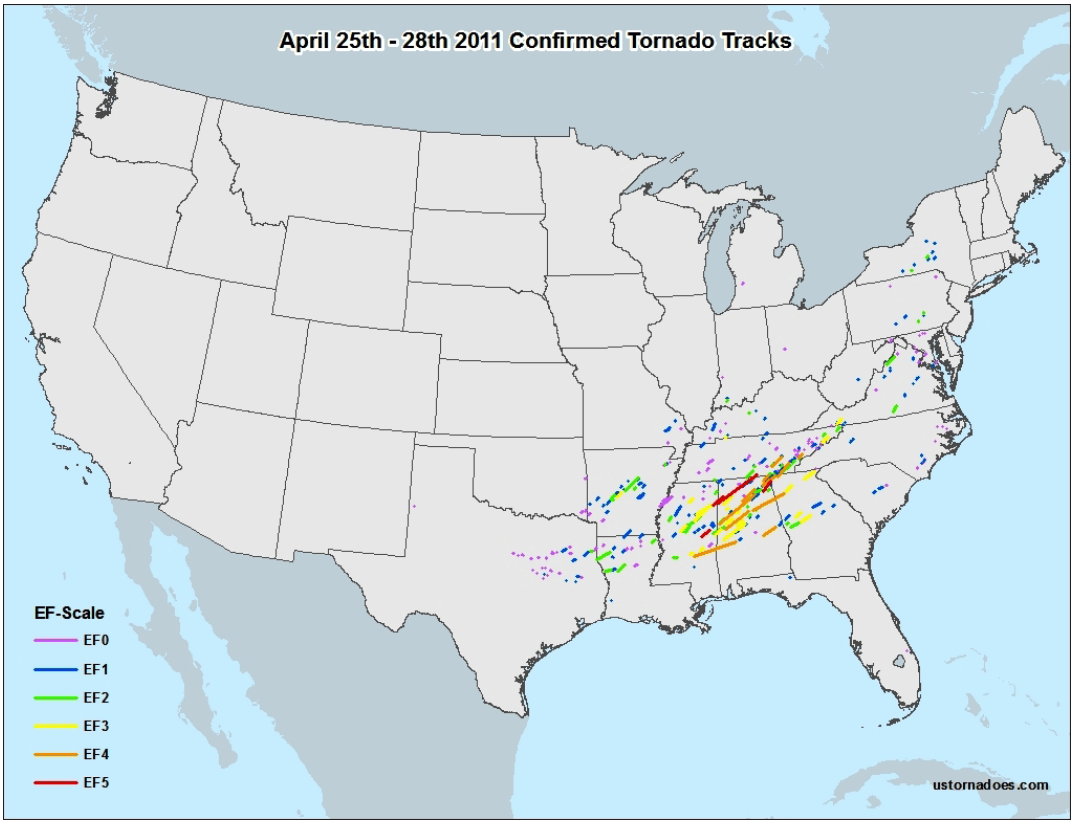
An EF-1 tornado occurred on April 11, 2013 in Lumpkin County. It tracked across the southeastern portion of Lumpkin and far northwestern Hall County just before 9:30pm damaging numerous homes. The radar images below show the strong storm bowing out on the left side of the image and very strong 85-95 MPH winds about 7,000 ft above the ground on the right, associated with the tornado.



Lumpkin-Hall County Tornado
Rating: EF-1
Max wind speed: 105 MPH
Path length: 4.1 miles
Path width: 250 yards
Injuries: 0
Deaths: 0
Start time: 9:23 PM EDT (April 11, 2013)
End time: 9:29 PM EDT (April 11, 2013)
Begin point: 34.4515N / 83.9300W (6.3 miles southeast of Dahlonega)
End point: 34.4879N / 83.8744W (2.5 miles southeast of Garland)

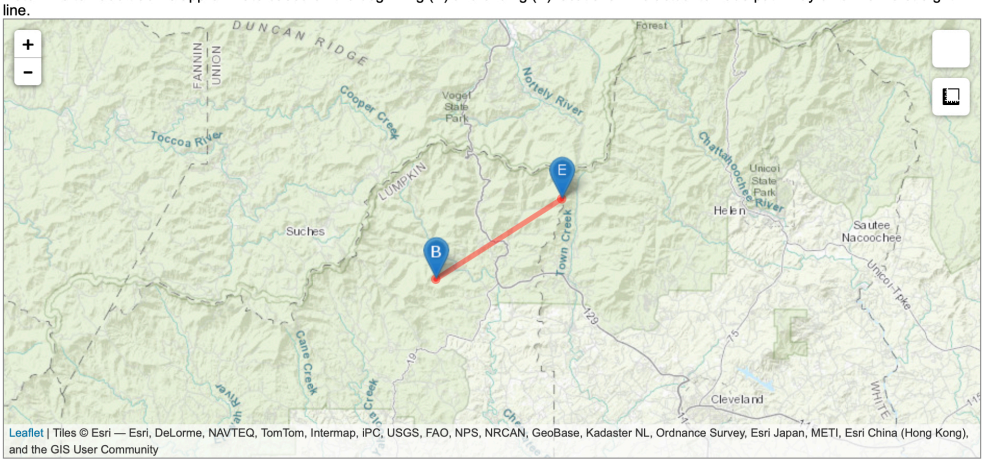
Damage started in Lumpkin County along Gold Ridge Road where numerous trees were snapped or uprooted. One small outbuilding had its roof blown off and two homes sustained minor roof damage. The tornado tracked northeast crossing Evergreen Court where trees were snapped and uprooted. The tornado reached maximum intensity shortly after and along Bridgestone Way where it paralleled the road. Numerous hardwood and softwood trees were snapped and uprooted. Some of the trees fell onto homes. Twelve homes were damaged on Bridgestone Way with two of them destroyed by trees. The tornado tracked northeast into Hall county where it crossed Old Whelchel Road snapping a few trees and downing power lines. Two homes sustained very minor roof damage. The tornado continued northeast crossing back into Lumpkin County crossing Old Dahlonega Highway, damaging a few trees. Falling trees along Mount Olive Church Road damaged two mobile homes, and several power lines were downed. The tornado eventually weakened and lifted just before crossing Claude Perks Road and Starwood Drive. In all, 41 homes were affected, two of which were destroyed, three of which sustained major damage and three of which sustained minor damage.

The following map from ustornados.com shows tornado tracks on a national scale for the period of April 25-28, 2011, which includes the tornado that impacted Lumpkin County.

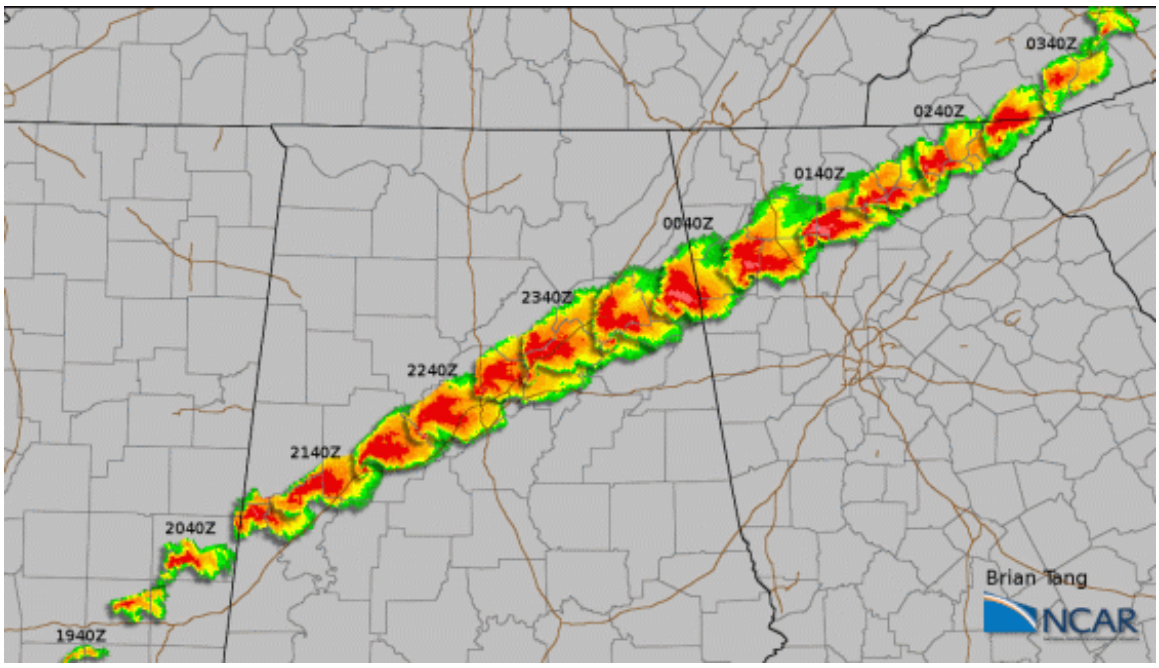


An aerial survey conducted by the National Weather Service Forecast Office in Peachtree City confirmed that the supercell thunderstorm which had already spawned several tornadoes across Alabama and two in northwest and north central Georgia, including Polk, Floyd, Bartow, and Pickens counties, spawned yet a third tornado in the Peachtree City, Georgia county warning area. This tornado was an EF2 and touched down approximately 2.5 miles west of Turners Corner or the junction of U.S. Highways 129 and 19.

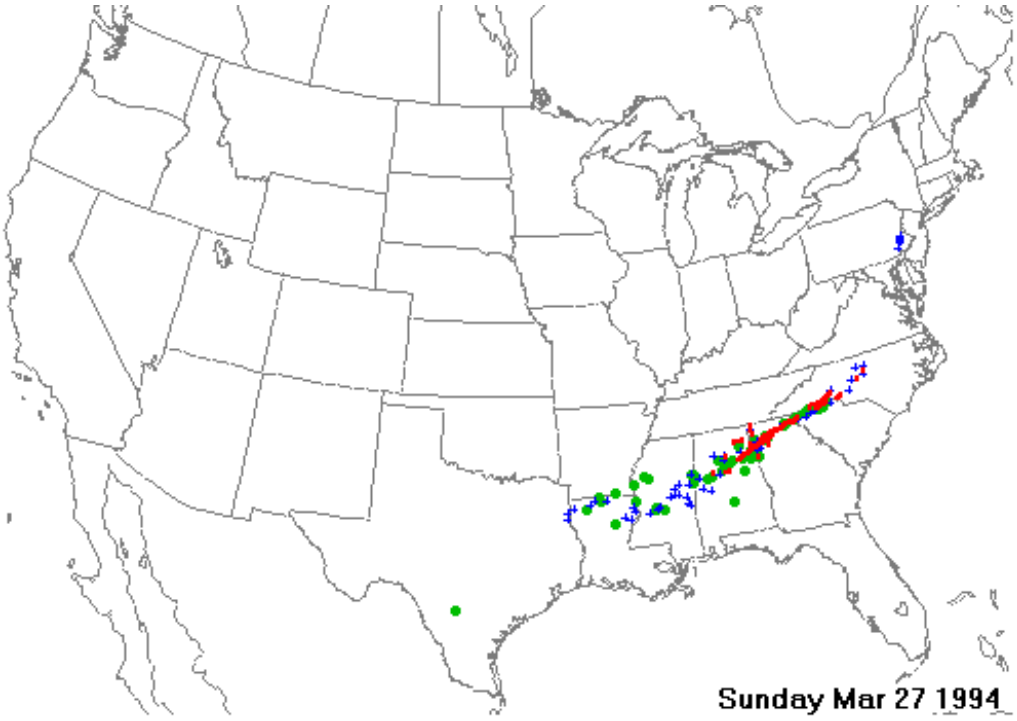
Note: The tornado track is approximate based on the beginning (B) and ending (E) locations. The actual tornado path may differ from a straight line.

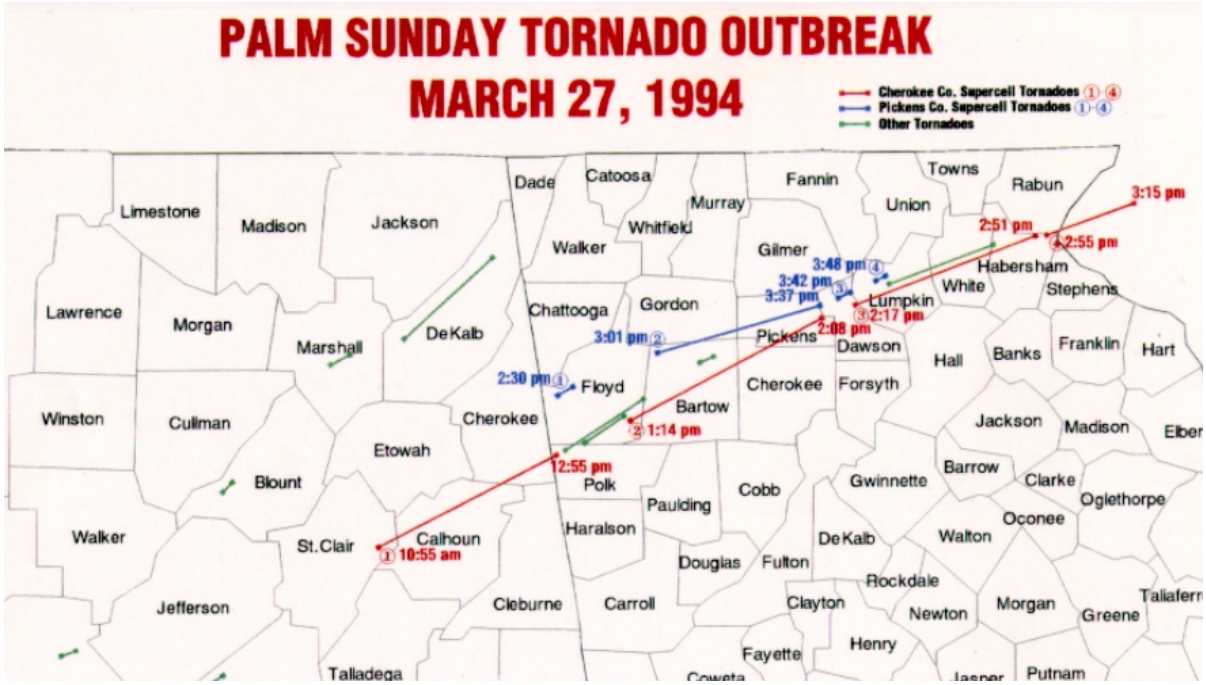


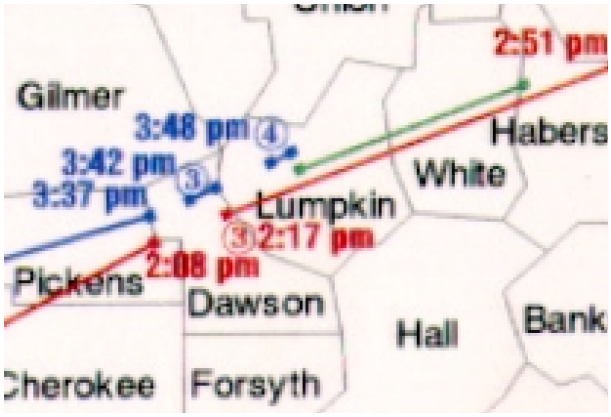
The tornado tracked approximately 5.6 miles across northeast Lumpkin County, crossing U.S. Highways 19/129 approximately 1.6 miles north of Turners Corner and then moving toward Whitley Gap Shelter in extreme northwest White County. The tornado also crossed the Appalachian Trail in this region. The tornado continued across northern White County and then eventually into Habersham and finally Rabun counties of northeast Georgia, both of which are under the jurisdiction of the Greenville-Spartanburg National Weather Service Forecast Office. This tornado caused a death and considerable damage in Rabun County. The total path length of this tornado was 17.5 miles. Within Lumpkin County, the tornado tracked mostly through the Chattahoochee National Forest Region. Thousands of trees were blown down or uprooted along the path of the tornado through the forest and adjacent areas. Trees blocked parts of U.S. Highway 19/129 where it crossed for several hours. A total of 14 homes suffered major damage in northern Lumpkin County from the tornado. Four other structures sustained minor damage. One injury was reported from one of the damaged homes, with no fatalities.



On March 27, 1994, a much more severe tornado outbreak occurred known as the Palm Sunday Tornado Outbreak, which caused five fatalities, 40 reported injuries, and damaged 59 and destroyed 32 residences.







A long-tracked tornado touched down about 7 miles north-northwest of Dawsonville at 2:17 p.m. EST. Phil Castleberry, General Manager of WDGR-AM in Dahlonega (this radio station is no longer in business today) said they aired the first EBS warning at 2:30 p.m. and the second at 2:44 p.m. Their EBS transmissions came from WFOX-FM in Atlanta. The local radio station lacked a back-up generator and was off the air for an hour or two after power was knocked out after 2:50 p.m. EST. The tornado initially downed power lines and trees as it produced F0 damage in rural locations, but grew in size and intensity as it entered Lumpkin County. Widening to 0.25 miles wide, the tornado caused widespread F2 damage to hilly terrain as it snapped 60-to-80-foot tall pine trees. Upon reaching an area near Gordon Seabolt Road, about 2.5 miles west-northwest of Dahlonega, an elderly man was killed by flying debris. Soon the tornado passed just 1.5 miles north of Dahlonega and later killed another elderly man in a mobile home 4 miles northeast of Dahlonega. In this area, the tornado destroyed many "brick and wood" homes. Thereafter, the tornado crossed out of Lumpkin County and moved along the northwest slope of Yonah Mountain in White County and then attained its peak intensity of F3 as it broadened to 1.25 miles wide and caused more severe damage and death. Along its path, the tornado caused over $17 million in property damage, killed more than 500,000 chickens, and snapped "hundreds of thousands" of trees. Overall the tornado killed three people, two of whom were located within Lumpkin County.

The second of two F3 tornadoes to hit near Dahlonega that day touched down 3.5 miles northwest of that City at 3:23 p.m. EST. Only a minute later, it intensified to F2 intensity and instantly killed two people in a mobile home that disintegrated. The tornado continued to intensify to F3 intensity as it caused a third and final death in a mobile home while snapping many large pines in rural areas north and northeast of Dahlonega. Then it fluctuated in intensity to F1 strength before passing out of Lumpkin County and north of Cleveland, causing additional significant damages. Overall the tornado killed three people, all located within Lumpkin County.

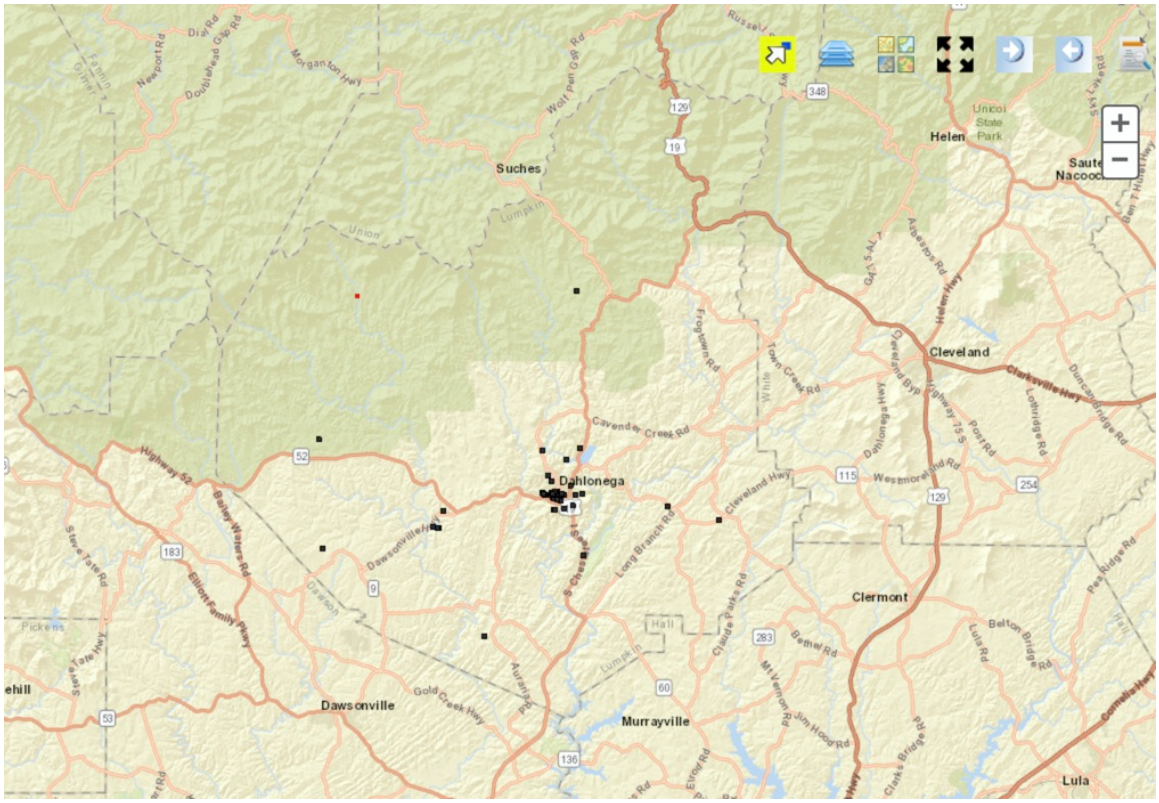
A total of 12 tornados have been recorded to have occurred in Lumpkin County over the past fifty years (1975-2024). The following chart which shows each of these recorded tornados.

Lumpkin County - Recorded tornados 1975 to 2024				
Date	Time	Intensity	Property Damage	Injuries/Deaths
4/4/1977	7:00pm	F1	250K	1/0
9/7/1977	2:30pm	F1	25K	1/0
11/22/1992	12:10pm	F3	2.5m	7/1
3/27/1994	2:17pm	F3	UNK	UNK
3/27/1994	3:23pm	F3	UNK	UNK
11/7/1996	11:50pm	F1	750K	12/0
8/29/2005	5:45pm	F0	45K	0/0
4/27/2011	9:30pm	EF2	15K	1/0
4/11/2013	8:23pm	EF1	300K	0/0
4/11/2013	8:25pm	EF1	15K	0/0
4/3/2017	11:17am	EF1	75K	0/0
5/4/2021	12:21pm	EF0	150K	0/0

National Climatic Data Center (NCDC) and other records show that 12 tornados occurred within the County over the past fifty years, which equates to a 24% annual frequency of reported events. Similarly, in the past five, ten and twenty year periods the County has averaged between a 20% and 30% annual frequency. It would appear that tornado activity has remained relatively constant within the County. The following chart provides annual frequency of reported events over the past five, ten, twenty, and fifty-year periods. The most recent five-year period, covering the span of time since the last update to this Plan, is highlighted in gold.

Lumpkin County – Tornado Frequency (based on Reported Events)				
Time Period	**5yrs (2020-2024)**	**10yrs (2015-2024)**	**20yrs (2005-2024)**	**50yrs (1975-2024)**
Number of Reported Events	**1**	**2**	**6**	**12**
Frequency Average per Year	**0.20**	**0.20**	**0.30**	**0.24**
Frequency Percent per Year	**20%**	**20%**	**30%**	**24%**

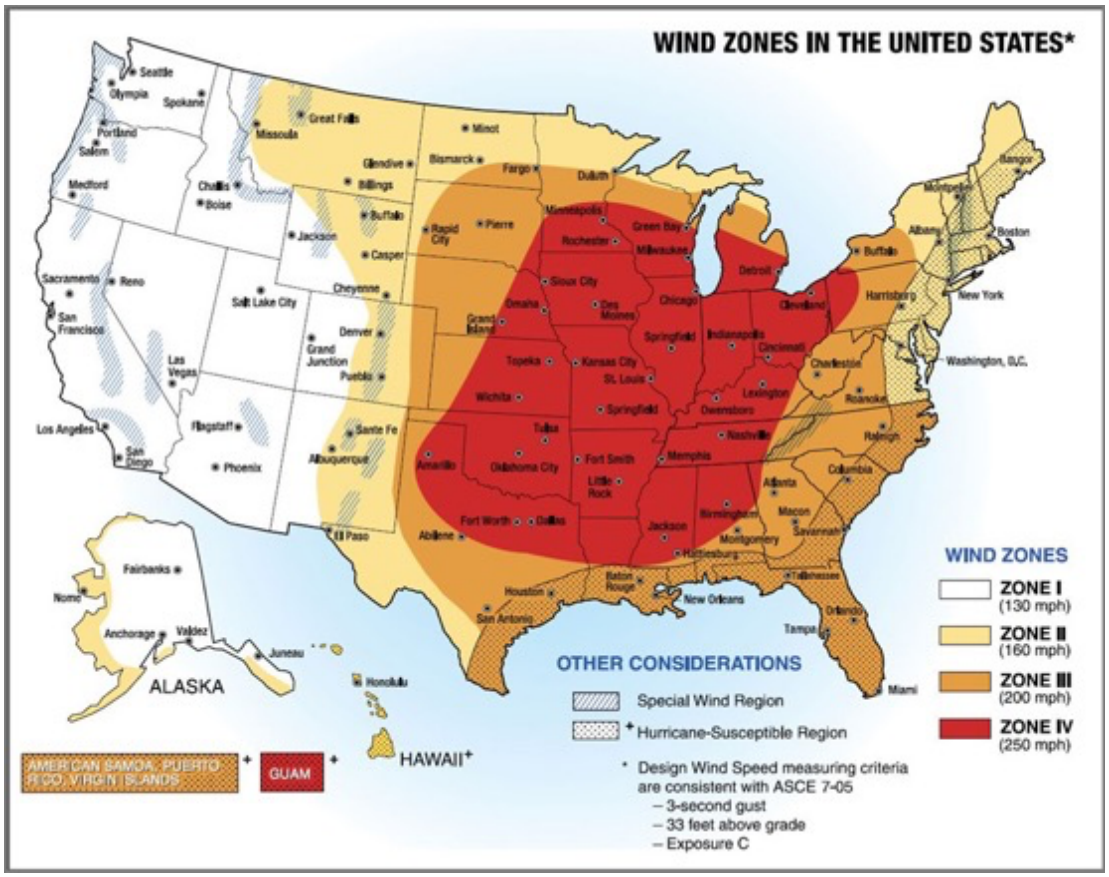
C. Assets Exposed to Hazard - Tornados are unpredictable and are indiscriminate as to when or where they strike. All public and private property including critical facilities are susceptible to tornados since this hazard is not spatially defined. The GEMA map below identifies critical facilities located within the hazard area, which in the case of tornados includes all areas within the County and City.



D. Estimate of Potential Losses – For loss estimate information, please refer to the Critical Facilities Database (Appendix A).

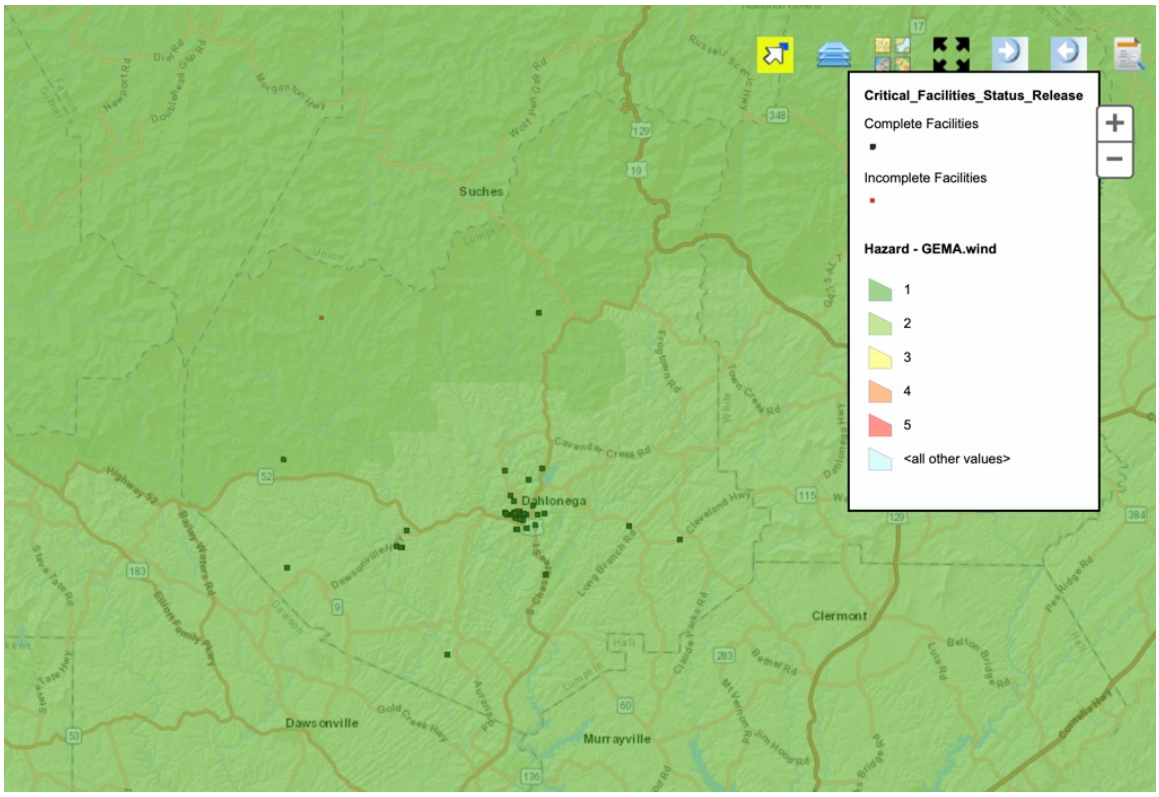
E. Multi-Jurisdictional Concerns - Lumpkin County and the City of Dahlonega have a design wind speed of 200 mph as determined by the American Society of Civil Engineers (ASCE). Since no part of the County is immune from tornados, any mitigation steps taken related to tornados will be undertaken on a countywide basis, including the City of Dahlonega. See the following ASCE design wind speed map, and GMIS wind hazard map.

ASCE Design Wind Speed Map





GMIS Wind Hazard Map



The Wind Hazard Scores are based on the 2000 International Building Code, figure 1609 contours showing 3 second gust wind speeds with a 50-year return interval. The Northwest portion of the state scored an additional point for the 250mph community tornado shelter design zone according to FEMA publications.

Score	Original Value	Description
5	> 120 mph	3 second gust greater than 120 mph
4	110 to 119 mph	
3	100 to 109 mph	
2	90 to 99 mph (or ZONE IV)	This score is also given to an area with Zone IV of the "Design Wind Speed Map for Community Shelters," representing an area exposed to 250 mph winds. This area is the Northwestern corner of the state.
1	< 90 mph	

F. Climate – Climate has always changed over time because of natural reasons like volcanic activity, solar radiation variations, and shifts in Earth's orbit. These changes happen slowly and result in temperature shifts, different rain patterns, and sea level changes. Other things like the makeup of the atmosphere and how continents are arranged also affect climate change over long periods. Lately, there's been a debate about how much human activities, like burning fossil fuels and cutting down forests, affect climate change. Some say natural factors are the main drivers, while others say human actions have a big impact. Most people think the truth is somewhere in the middle. But for this plan, what's causing climate change is largely irrelevant. One county can't modify the Earth's climate. Furthermore, any changes in climate probably won't change which natural hazards occur in Lumpkin County. It is more likely to make the natural hazards we already deal with, such as tornados, occur more frequently or at a greater magnitude. If that does occur, it will become evident in the hazards history and frequency data used in this plan.

G. Vulnerable Populations - Vulnerable populations in Lumpkin County and the City of Dahlonega, each in very similar ways, may experience the impacts of natural hazards, including tornados, differently than the rest of the population due to a variety of factors that increase their susceptibility to harm. These factors can include socioeconomic status, age, disability, race, language barriers, and housing conditions. Here's a brief summary of how these populations might be affected differently:

Elderly and Disabled Populations: Older adults and individuals with physical or cognitive disabilities may have mobility challenges, which can make evacuation during emergencies more difficult. They may also have higher health risks during extreme weather events like heatwaves, floods, or storms, and may not have access to necessary medical care during such events.

Low-Income Communities: Low-income households often lack the resources to prepare for or recover from natural disasters. This includes limited access to flood insurance, poor housing conditions that may not be resilient to storms, and difficulty accessing emergency services. These individuals may also be more likely to live in areas prone to hazards, such as floodplains or areas with inadequate infrastructure.

Racial and Ethnic Minorities: Racial and ethnic minorities may face higher levels of vulnerability due to limited access to healthcare, education, and social services. In some cases, these populations may be more likely to live in high-risk areas (such as floodplains) or in substandard housing that is less resilient to natural hazards.

Non-English Speakers: Individuals who speak limited or no English may face difficulties in understanding emergency warnings, evacuation instructions, or access to resources. Lack of access to multilingual communication can exacerbate their vulnerability during natural hazard events.

Homeless Individuals: Homeless individuals are especially vulnerable during natural hazards, as they may not have access to shelters or safe places to seek refuge during

extreme weather events. They may also lack the ability to store supplies or evacuate to a safe location.

Children: Children are particularly vulnerable to the impacts of natural hazards due to their developmental stage and reliance on caregivers. They may also face challenges in evacuation due to age or disability and may be at higher risk for trauma and health issues in the aftermath of a disaster.

In general, vulnerable populations may experience greater exposure, fewer resources for mitigation and recovery, and more severe consequences from natural hazards compared to the rest of the population. This highlights the need for inclusive disaster planning, preparedness, and response strategies that address the specific needs of these groups.

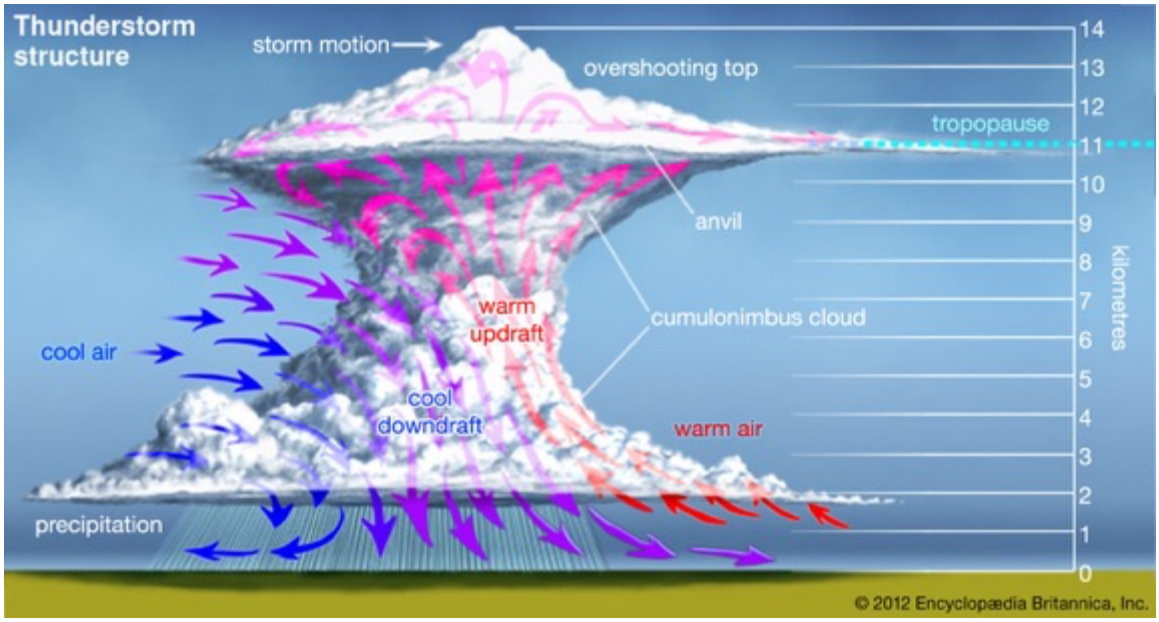
H. Hazard Summary – Lumpkin County's historical record demonstrates a substantial vulnerability to tornado events, placing both residents and infrastructure at significant risk. Tornados striking populated neighborhoods, schools, hospitals, or other critical facilities could result in catastrophic property damage, widespread power outages, and the potential for serious injuries or loss of life. Given the unpredictable nature and extreme destructive force of these storms, it is imperative that the mitigation strategies outlined in this plan be given full consideration. Specific mitigation recommendations related to tornados are identified in *Chapter 5*.

2.2 Severe Thunderstorms (including Hail & Lightning)



A. Hazard Identification – A Severe Thunderstorm is defined as a thunderstorm producing wind at or above 58 mph and/or hail ¾ of an inch in diameter or larger. This threshold is met by approximately 10% of all thunderstorms. These storms can strike any time of year, but similar to tornados, are most frequent in the spring and summer months. They are nature's way of providing badly needed rainfall, dispersing excessive atmospheric heat buildup and cleansing the air of harmful pollutants. Not only can severe thunderstorms produce injury and damage from violent straight-line winds, hail, and lightning, but these storms can produce tornados very rapidly and without warning. Note: For the purposes of this Plan, severe thunderstorms that result from tropical storms and hurricanes are included in this section.

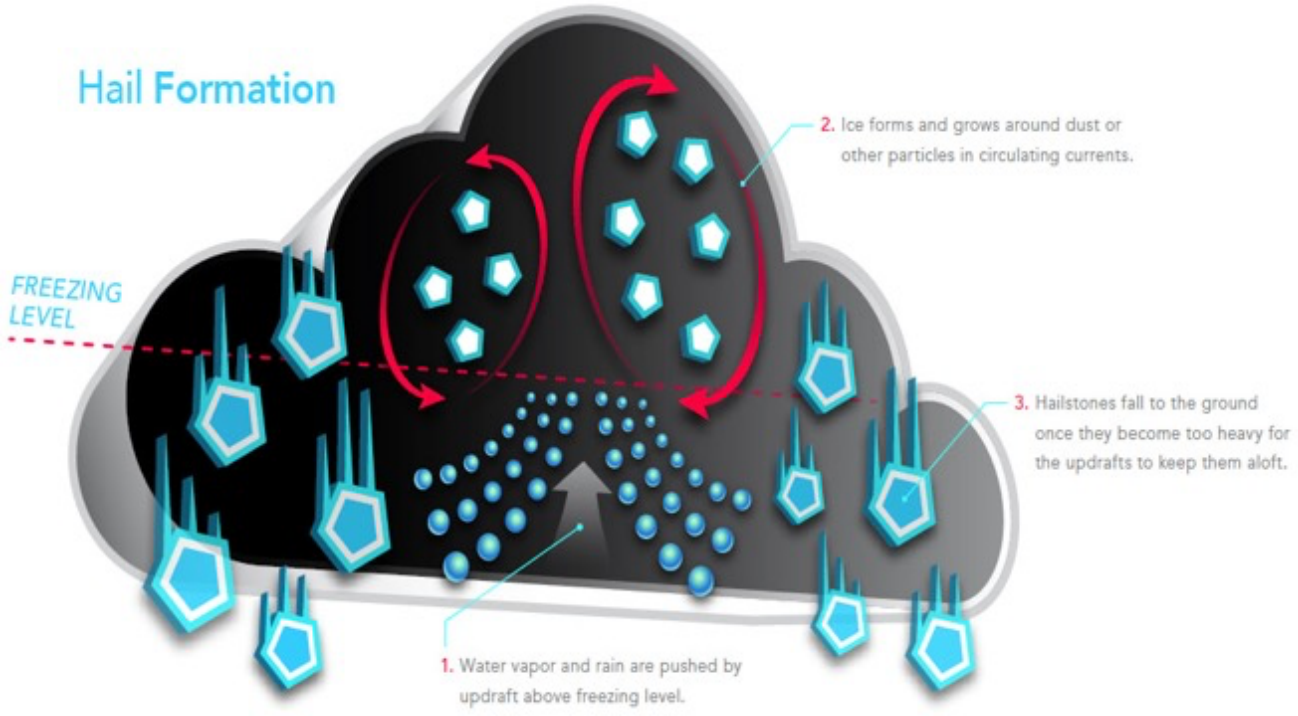
Thunderstorms are violent short-lived weather disturbances that are almost always associated with lightning, thunder, dense clouds, heavy rain or hail, and strong gusty winds. Thunderstorms arise when layers of warm, moist air rise in a large, swift updraft to cooler regions of the atmosphere. There the moisture contained in the updraft condenses to form towering cumulonimbus clouds and eventually precipitation. Columns of cooled air then sink earthward, striking the ground with strong downdrafts and horizontal winds. At the same time, electrical charges accumulate on cloud particles (water droplets and ice). Lightning discharges occur when the accumulated electric charge becomes sufficiently large. Lightning heats the air it passes through so intensely and quickly that shock waves are produced; these shock waves are heard as claps and rolls of thunder. On occasion, severe thunderstorms are accompanied by swirling vortices of air that become concentrated and powerful enough to form tornados. See structure of a thunderstorm in the following diagram. Source: Encyclopedia Britannica



The most damaging phenomena associated with thunderstorms, excluding tornado activity, are thunderstorm winds. These winds are generally short in duration involving straight-line winds and/or gusts in excess of 50 mph. However, these winds can gust to more than 100 miles an hour, overturning trailers, unroofing homes, and toppling trees and power lines. Such winds tend to affect areas of the County with significant tree stands, as well as areas with exposed property, infrastructure, and above-ground utilities. Resulting damage often includes power outages, transportation and economic disruptions, and significant property damage. Severe thunderstorms can ultimately leave a population with injuries and loss of life. Thunderstorms produce two types of wind. Tornados are characterized by rotational winds. The other more predominant winds from a thunderstorm, downbursts, are small areas of rapidly descending air beneath a thunderstorm that strike the ground producing isolated areas of significant damage. Every thunderstorm produces a downburst. The typical downburst consists of only a 25mph gusty breeze, accompanied by a temperature drop of as much as 20 degrees within a few minutes. However, severe downburst winds can reach from 58 to 100 mph, or more, significantly increasing the potential for damage to structures. Downbursts develop quickly with little or no advance warning and come from thunderstorms whose radar signatures appear non-severe. There is no sure method of detecting these events, but atmospheric conditions have been identified which favor the development of downbursts. Severe downburst winds have been measured in excess of 120 miles per hour, or the equivalent of an F2 tornado, on the Fujita Scale. Such winds have the potential to produce both a loud “roaring” sound and the widespread damage typical of a tornado. This is why downbursts are often mistaken for tornados.

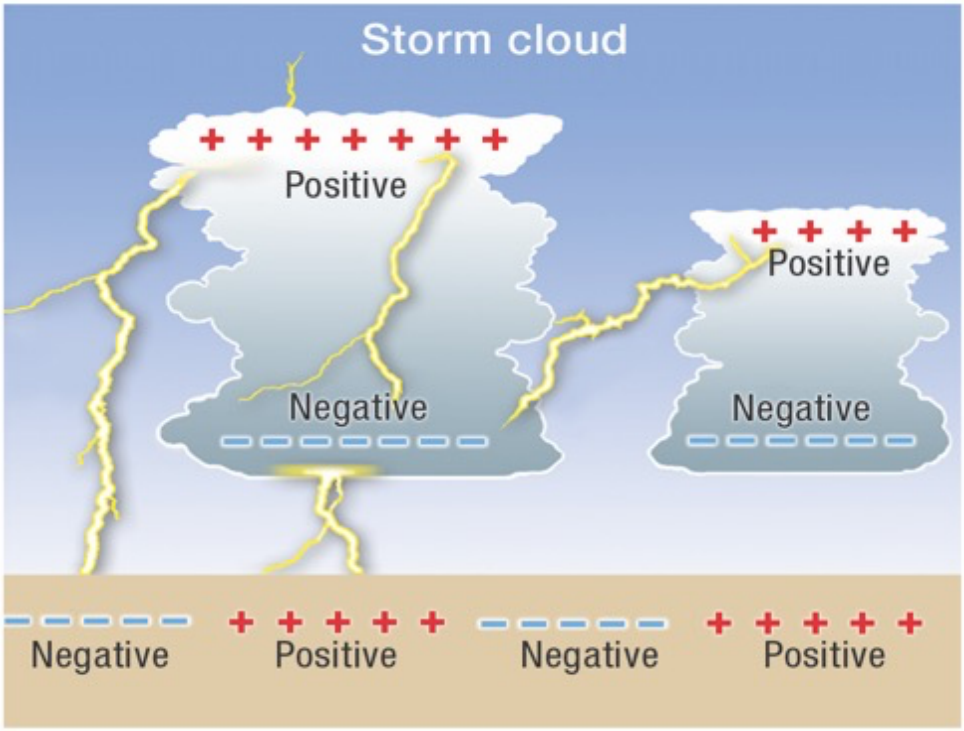
Hail can also be a destructive aspect of severe thunderstorms. Hail causes more monetary loss than any other type of thunderstorm-spawned severe weather. Annually, the United States suffers about one billion dollars in crop damage from hail. Storms that produce

hailstones only the size of a dime can produce dents in the tops of vehicles, damage roofs, break windows and cause significant injury or even death. Unfortunately, hail is often much larger than a dime and can fall at speeds in excess of 100 mph. Hailstones are created when strong rising currents of air called updrafts carry water droplets high into the upper reaches of thunderstorms where they freeze. These frozen water droplets fall back toward the earth in downdrafts. In their descent, these frozen droplets bump into and coalesce with unfrozen water droplets and are then carried back up high within the storm where they refreeze into larger frozen drops. This cycle may repeat itself several times until the frozen water droplets become so large and heavy that the updraft can no longer support their weight. Eventually, the frozen water droplets fall back to earth as hailstones. See the diagram below.



Finally, one of the most frightening aspects of thunderstorms is lightning. Lightning kills nearly one hundred people every year in the United States and injures hundreds of others. A possible contributing reason for this is that lightning victims frequently are struck before or just after the occurrence of precipitation at their location. Many people apparently feel safe from lightning when they are not experiencing rain. Lightning tends to travel the path of least resistance and often seeks out tall or metal objects. With lightning however, it's all relative. A 'tall' object can be an office tower, a home, or a child standing on a soccer field. Lightning can and does strike just about any object in its path. Some of the most dangerous and intense lightning may occur with severe thunderstorms during the summer months, when outdoor activities are at their peak.

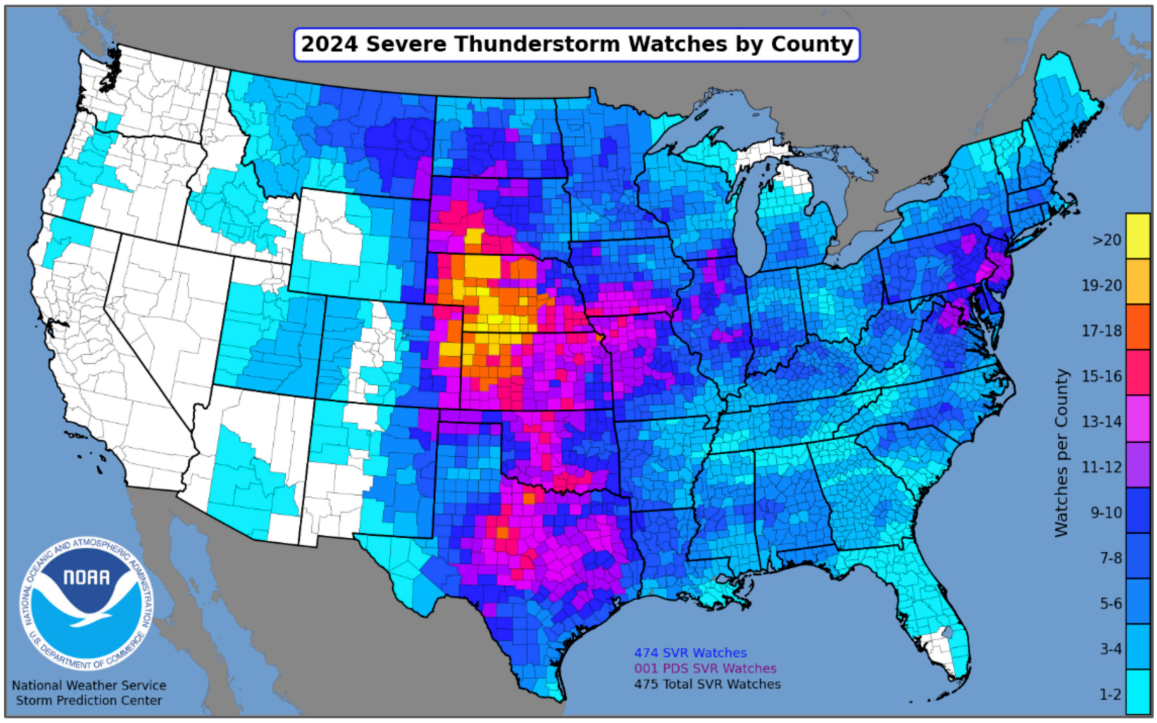
Lightning is produced as a result of charge separation within the atmosphere. Lightning (a spark discharge between centers of positive and negative charge) can occur within clouds, between clouds and between clouds and the ground. See diagram below.



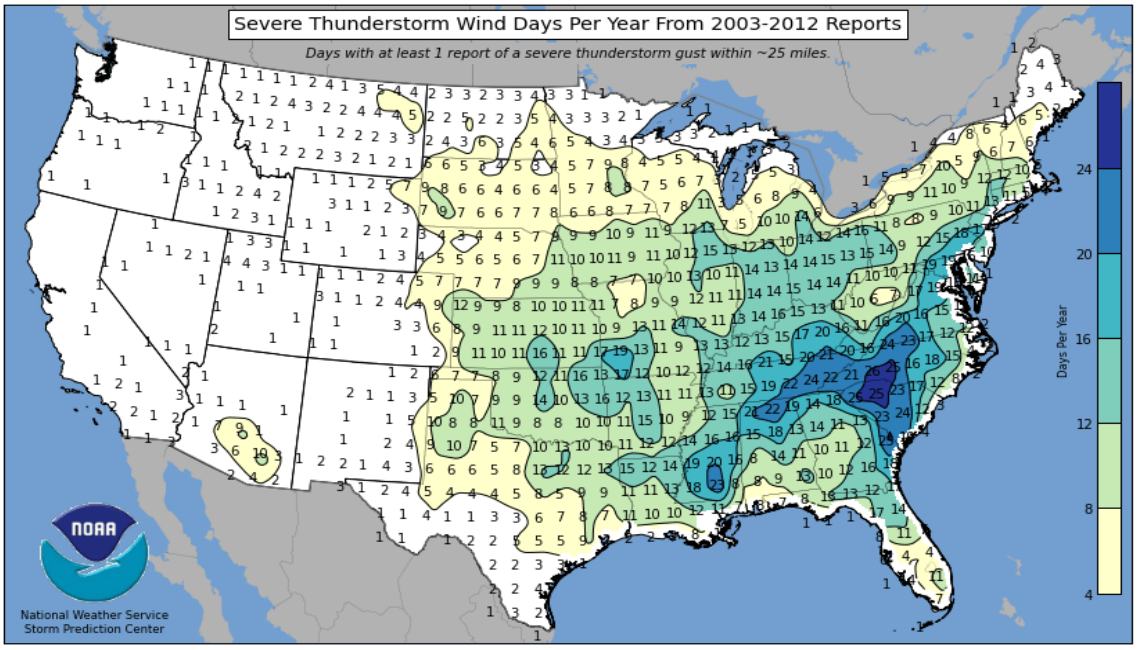
B. Hazard Profile – Severe thunderstorms, hail, and lightning are serious threats to the residents of Lumpkin County. Over the course of a year, the County experiences dozens of thunderstorms, with about one in ten being severe. Severe thunderstorms occur more frequently than any other natural hazard event within Lumpkin County. Many of these storms include lightning and/or hail.

Most of the available information relating to severe thunderstorms, hail, and lightning occurrences within Lumpkin County fails to describe damage estimates in great detail. However, with each thunderstorm event it is likely there are unreported costs related to infrastructure and utilities repair and public safety costs, at a minimum. Severe thunderstorms have occurred in all parts of the day and night within Lumpkin County. They have also taken place in every single month of the year.

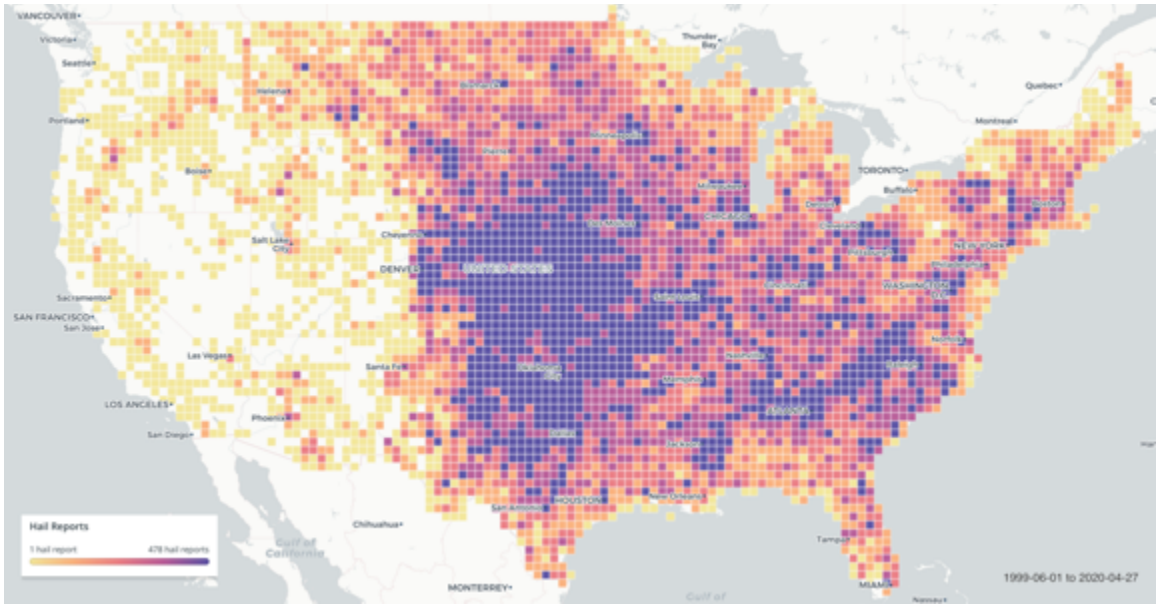
Lumpkin County is located in one of the moderately active areas of the United States as it relates to severe thunderstorms. The following map shows the number of severe thunderstorm watches in the U.S. per county in 2024. Source: NWS/NOAA

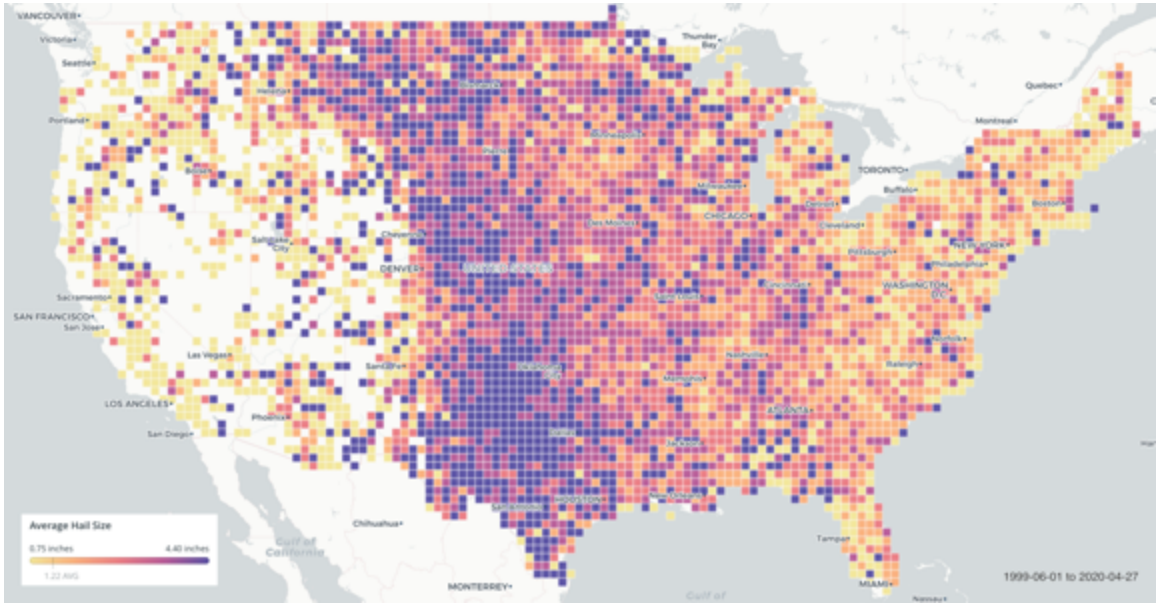


Although a little outdated, the most recent version of the following NOAA map demonstrates the average number of severe thunderstorm wind days per year. For this particular time period, Lumpkin County averaged 14 days per year.

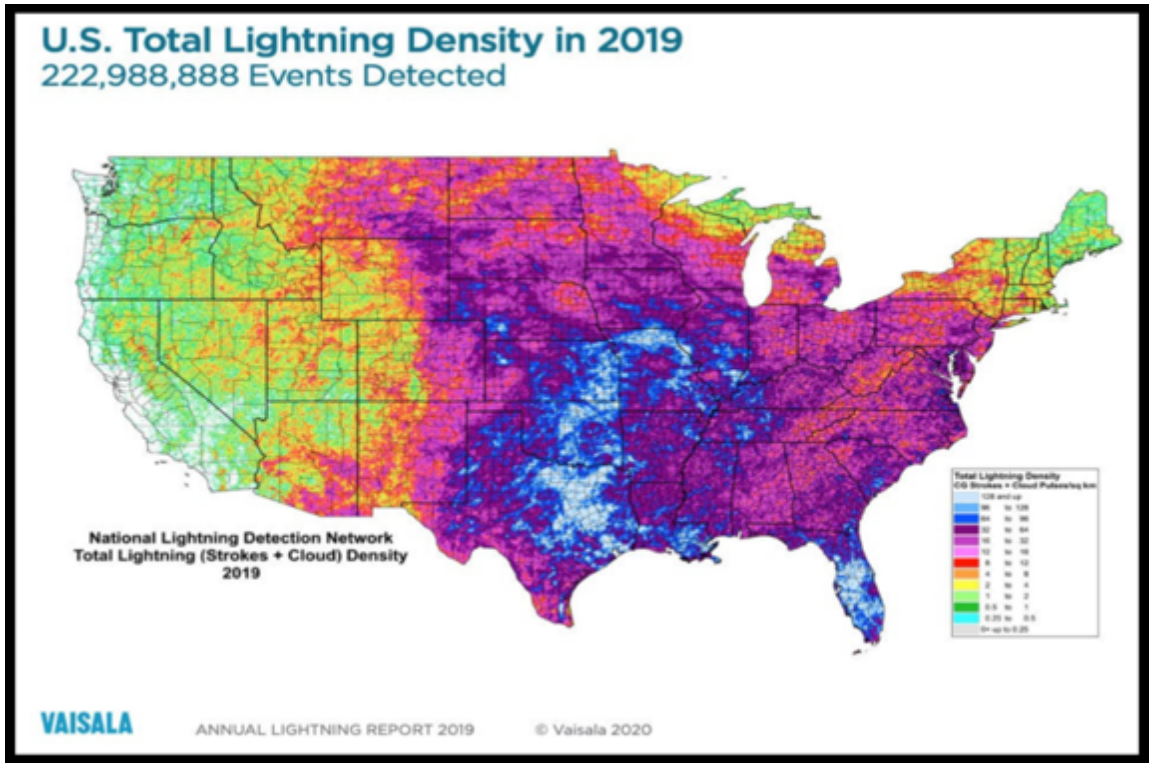


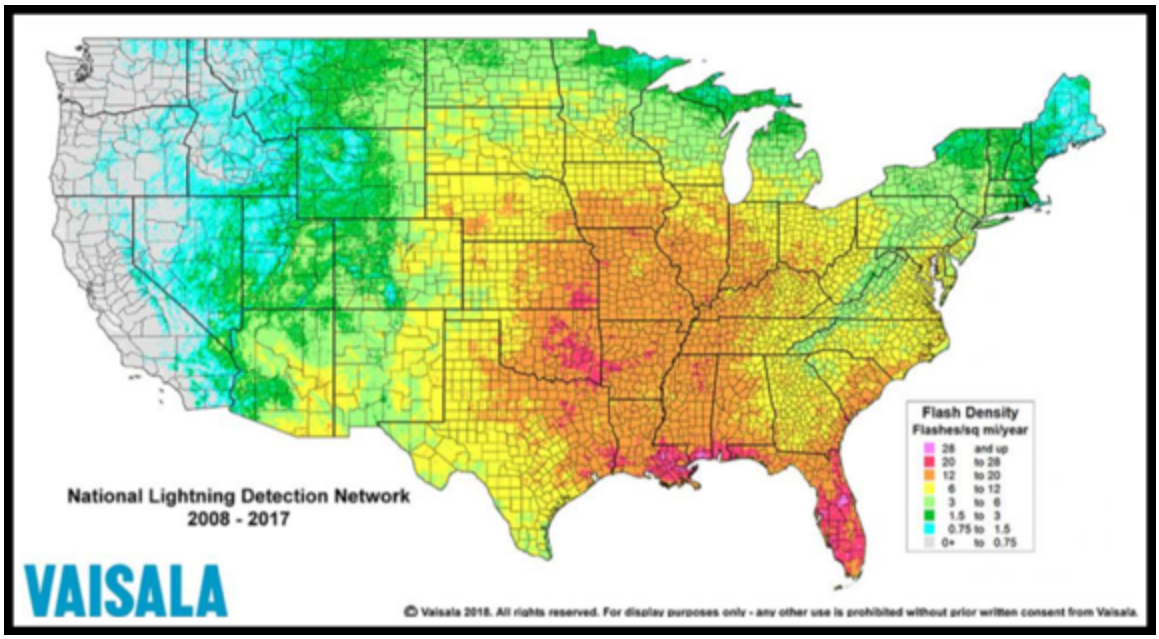
In the two maps below, NOAA Storm Prediction Center data shows both the number of reported hail events and the average hail size for the period 1999 to 2020. According to the data, Lumpkin County is on the high end of the spectrum with regard to number of hail reports (first map) and near mid-range with regard to average hail size (second map).



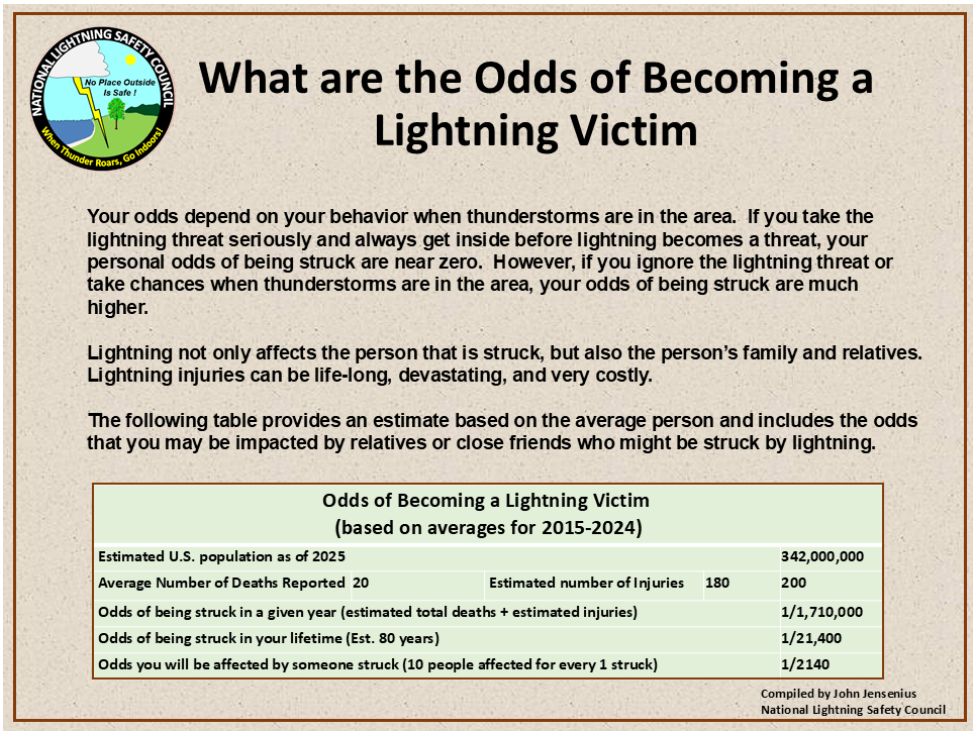


Lightning is another aspect of severe thunderstorms that can cause great devastation. The maps below show lightning activity nationwide. According to the data in the first map, Lumpkin County experienced between 12 and 16 flashes of lightning per square mile in 2019. Similarly, the second map shows between 6 and 20 lightning flashes per square mile for the period 2008-2017 for Lumpkin County. Source: Vaisala





The odds of being struck by lightning, based on averages from 2015-2024, are detailed below in the National Lightning Safety Council chart.



What are the Odds of Becoming a Lightning Victim

Your odds depend on your behavior when thunderstorms are in the area. If you take the lightning threat seriously and always get inside before lightning becomes a threat, your personal odds of being struck are near zero. However, if you ignore the lightning threat or take chances when thunderstorms are in the area, your odds of being struck are much higher.

Lightning not only affects the person that is struck, but also the person's family and relatives. Lightning injuries can be life-long, devastating, and very costly.

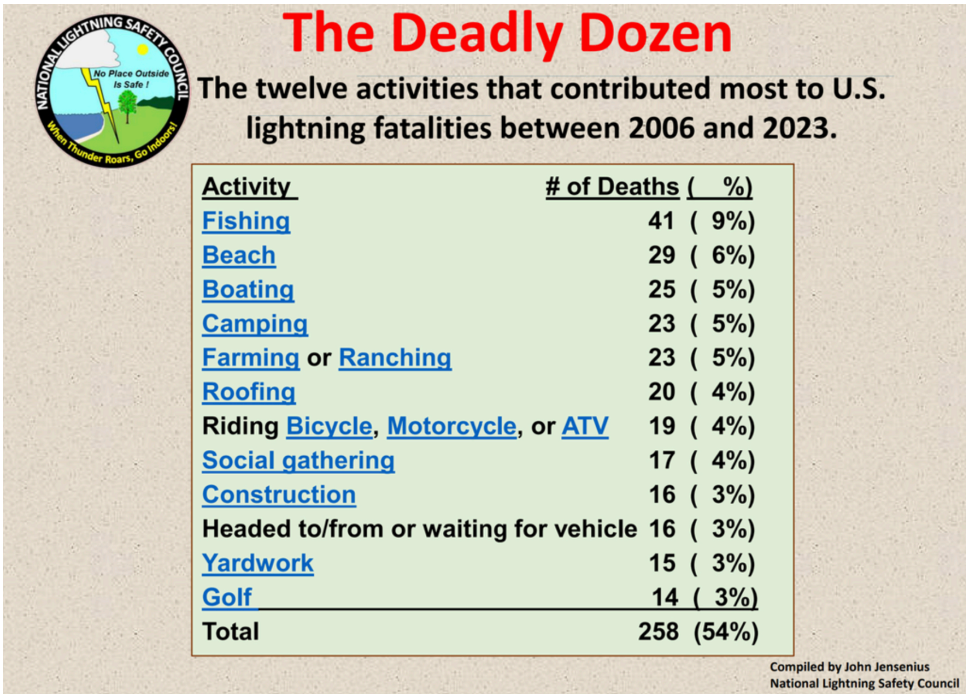
The following table provides an estimate based on the average person and includes the odds that you may be impacted by relatives or close friends who might be struck by lightning.

Odds of Becoming a Lightning Victim (based on averages for 2015-2024)

Estimated U.S. population as of 2025			342,000,000
Average Number of Deaths Reported 20	Estimated number of Injuries	180	200
Odds of being struck in a given year (estimated total deaths + estimated injuries)			1/1,710,000
Odds of being struck in your lifetime (Est. 80 years)			1/21,400
Odds you will be affected by someone struck (10 people affected for every 1 struck)			1/2140

Compiled by John Jensenius
National Lightning Safety Council

According to the National Lightning Safety Council, these are the riskiest activities when it comes to lightning fatalities.



The Deadly Dozen

The twelve activities that contributed most to U.S. lightning fatalities between 2006 and 2023.

Activity	# of Deaths	(%)
Fishing	41	(9%)
Beach	29	(6%)
Boating	25	(5%)
Camping	23	(5%)
Farming or Ranching	23	(5%)
Roofing	20	(4%)
Riding Bicycle, Motorcycle, or ATV	19	(4%)
Social gathering	17	(4%)
Construction	16	(3%)
Headed to/from or waiting for vehicle	16	(3%)
Yardwork	15	(3%)
Golf	14	(3%)
Total	258	(54%)

Compiled by John Jensenius
National Lightning Safety Council

The table below shows the frequency of lightning fatalities by month nationwide from 2013-2022. It is clear that the months of June through September are considerably more dangerous than the first half with regard to lightning fatalities. Source: National Lightning Safety Council

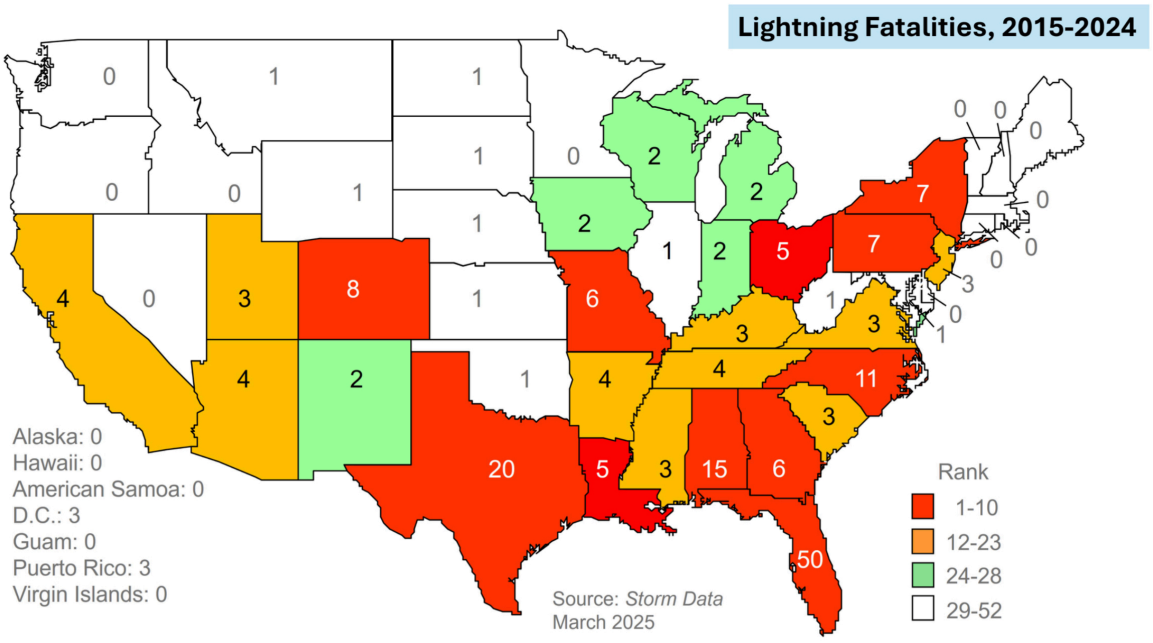
Average Number of Lightning Fatalities Through Each Day of the Year

10-Year Average (2013-2022)

Day	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1	0	0	0	0	1	4	8	15	20	22	22	22
2	0	0	0	0	1	4	8	15	20	22	22	22
3	0	0	0	0	1	4	8	15	20	22	22	22
4	0	0	0	0	1	4	9	16	20	22	22	22
5	0	0	0	0	1	4	9	16	20	22	22	22
6	0	0	0	0	1	4	9	16	21	22	22	22
7	0	0	0	0	1	4	9	16	21	22	22	22
8	0	0	0	0	2	4	9	16	21	22	22	22
9	0	0	0	1	2	4	10	16	21	22	22	22
10	0	0	0	1	2	4	10	16	21	22	22	22
11	0	0	0	1	2	4	10	16	21	22	22	22
12	0	0	0	1	2	4	10	17	21	22	22	22
13	0	0	0	1	2	5	10	17	21	22	22	22
14	0	0	0	1	2	5	11	17	21	22	22	22
15	0	0	0	1	2	5	11	17	21	22	22	22
16	0	0	0	1	2	5	11	17	21	22	22	22
17	0	0	0	1	2	5	12	17	21	22	22	22
18	0	0	0	1	2	5	12	17	21	22	22	22
19	0	0	0	1	2	5	12	17	21	22	22	22
20	0	0	0	1	2	5	13	18	22	22	22	22
21	0	0	0	1	3	5	13	18	22	22	22	22
22	0	0	0	1	3	5	13	18	22	22	22	22
23	0	0	0	1	3	6	13	18	22	22	22	22
24	0	0	0	1	3	6	13	18	22	22	22	22
25	0	0	0	1	3	6	14	18	22	22	22	22
26	0	0	0	1	3	6	14	19	22	22	22	22
27	0	0	0	1	3	7	14	19	22	22	22	22
28	0	0	0	1	3	7	14	19	22	22	22	22
29	0	0	0	1	3	7	14	19	22	22	22	22
30	0		0	1	4	8	14	19	22	22	22	22
31	0		0		4		15	19		22		22

Compiled by John Jensenius
National Lightning Safety Council

Lightning can be a deadly phenomenon. As shown in the map below, Georgia has experienced six reported lightning fatalities from 2015-2024. Source: Storm Data, June 2024



The specific list of lightning fatalities in Georgia from 2006-2020 is shown below. While none of these specific reported events occurred in Lumpkin County, several occurred in neighboring communities. Source: National Lightning Safety Council

Georgia Lightning Fatalities
2006-2020

Date	Day of Week	State	City	Age	Sex	Location	Activity	Name
7/3/2020	Friday	GA	Moultrie	9	F	Wooden shelter near tree	Walking	Nicol Mateo Pedro
7/4/2018	Wednesday	GA	Dalton	37	M	Pond	Fishing	Egan Stanley
9/7/2014	Sunday	GA	Lowndes County	57	M	Under pole barn	Sheltering from storm	Larry Dasher
7/11/2014	Friday	GA	Dawsonville	48	F	Back yard	Trimming hedges	Mary Jo Fortune Kinney
7/22/2013	Monday	GA	Bainbridge	21	M	Road	Had been working on farm	Mauselio Gomes
8/9/2012	Thursday	GA	Atlanta	35	M	Outside under roof of building	Building Maintenance	
7/13/2012	Friday	GA	Peachtree City	52	M	Under tree by boat ramp	Fishing	Burnette Hayes
7/13/2010	Tuesday	GA	Austell	16	F	Under tree	Walking home	Chaquille Hunter
7/13/2010	Tuesday	GA	Austell	14	F	Under tree	Walking home	Theresa Seabrum
6/29/2010	Tuesday	GA	McDonough	14	M	Outside home	Sheltering under tree	Eric Jarrell West
8/26/2007	Sunday	GA	Alpharetta	15	M	Parking lot	Riding bicycle	Kevin Avalar
6/30/2007	Saturday	GA	Tifton	23	M	Under tree	Taking shelter	Pablo Figueroa
6/25/2007	Monday	GA	Cummings, Forsyth County	27	M	Unfinished house	Taking shelter	Jose DeJesus-Cruz
6/21/2006	Wednesday	GA	Columbus	24	M	Under Tree	Mowing lawn, riding lawn mower	Adam White
5/13/2006	Saturday	GA	Tifton	31	M	Yard	Getting to Car	Max Hancock

The table below contains information on one of the costliest thunderstorm wind events on record for Lumpkin County. The storm occurred on May 8, 2024 in the vicinity of Turner's Corner. The storm caused estimated property damage of $10,000 and wind gusts of approximately 4 knots.

Search Results / Next

Storm Events Database

Event Details:

Event	**Thunderstorm Wind**
Magnitude	**4 kts.**
State	**GEORGIA**
County/Area	**LUMPKIN**
WFO	**FFC**
Report Source	**Emergency Manager**
NCEI Data Source	**CSV**
Begin Date	**2024-05-08 23:33 EST-5**
Begin Location	**1NNW TURNERS CORNER**
Begin Lat/Lon	**34.6803/-83.9074**
End Date	**2024-05-08 23:35 EST-5**
End Location	**1NNW TURNERS CORNER**
End Lat/Lon	**34.6803/-83.9074**
Deaths Direct/Indirect	**0/0** (fatality details below, when available...)
Injuries Direct/Indirect	**0/0**
Property Damage	**10.00K**
Crop Damage	
Episode Narrative	**Several waves of severe thunderstorms moved through the area from the evening hours of the 8th through the early afternoon hours of the 9th. Initial convection ahead of the first line was able to tap into ample shear to produce tornadic thunderstorms in Northwest GA. This threat transitioned more into a wind event as the first line moved through the morning of the 9th. This line continued southward into the metro causing sporadic wind damage. Thunderstorms weakened as they moved south of I20, however another line of severe made its way out of AL/TN, producing further wind damage in the North. The initial line slowly moved into the southern portion of the CWA where conditions were not as worked over and shear was stronger. Storms re-strengthened, with several producing brief tornados.**
Event Narrative	**Multiple trees that fell on the residence off Triple R Trail, damaging the roof, skylights, Trusses and interior.**

The table below contains information on one of the costliest hail events on record for Lumpkin County. It occurred April 10, 2009 and had estimated property damage of $200,000. Hail was reported to have been as large as 1.75 inches in diameter.

Prev / Search Results / Next

Storm Events Database

Event Details:

Event	**Hail**
Magnitude	**1.75 in.**
State	**GEORGIA**
County/Area	**LUMPKIN**
WFO	**FFC**
Report Source	**Public**
NCEI Data Source	**CSV**
Begin Date	**2009-04-10 17:18 EST-5**
Begin Location	**4NW AURARIA**
Begin Lat/Lon	**34.5109/-84.0797**
End Date	**2009-04-10 17:25 EST-5**
End Location	**1W DAHLONEGA**
End Lat/Lon	**34.53/-83.9976**
Deaths Direct/Indirect	**0/0** (fatality details below, when available...)
Injuries Direct/Indirect	**0/0**
Property Damage	**200.00K**
Crop Damage	**0.00K**
Episode Narrative	**A vigorous upper closed low was moving from the mid-south and Mississippi valley region into the mid-Atlantic and southeast U.S. A strong cold front accompanied the upper system. A strong low-level jet in advance of these weather systems transported warm, moist Gulf air northward into the region. With strong dynamics, hence shear, combined with an unusually moist, unstable atmosphere, the atmosphere was primed for a major weather outbreak. One round of thunderstorms passed through north Georgia during the early morning hours. A few minor severe weather events accompanied this system in northwest Georgia. Partial clearing followed the morning convection, allowing temperatures to soar into the mid 70s across much of north and central Georgia in advance of the main weather system. Scattered to numerous discrete supercell thunderstorms developed during mid-afternoon in northwest Georgia and progressed east and southeast across the remaining portions of the county warning area during the evening hours. Severe thunderstorms and tornadoes lingered into the early morning hours of the 11th across the southern counties of central Georgia. During the eight hour period from 5 pm EDT on April 10th to 1 am EDT on April 11th, a total of 14 tornadoes were confirmed to have touched down in north and central Georgia causing millions in damages. While some injuries were observed, no deaths were observed.**
Event Narrative	**The public observed golf ball-sized hail west of Dahlonega and penny to quarter-sized hail west of Georgia Highway 9 in the Mill Creek Station Subdivision near the Dawson county line.**

The table below contains information on one of the costliest lightning events on record for Lumpkin County. The storm occurred on August 15, 2003 and had estimated property damage at $175,000 due largely to the loss of a home and shed on fire near the White County line.

Storm Events Database

Prev / Search Results / Next

Event Details:

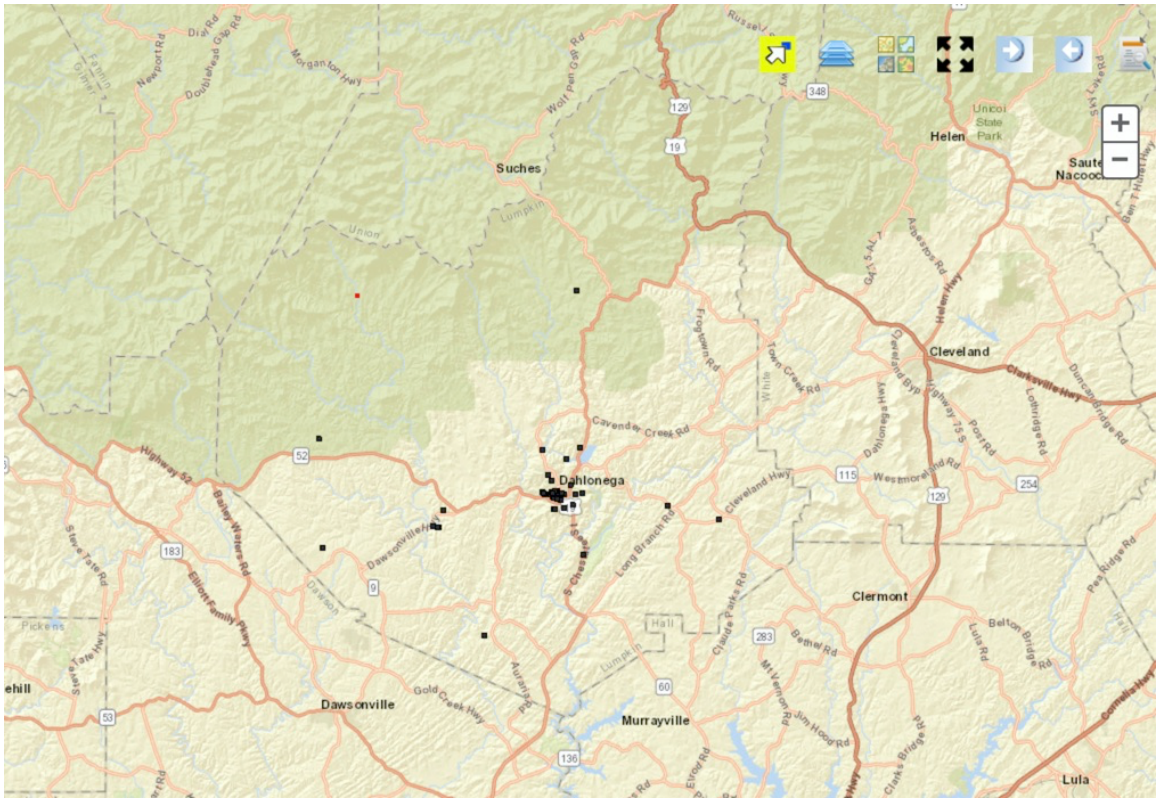
Event	**Lightning**
State	**GEORGIA**
County/Area	**LUMPKIN**
WFO	**FFC**
Report Source	**NEWSPAPER**
NCEI Data Source	**PDS**
Begin Date	**2003-08-15 20:00 EST**
Begin Location	**3ESE PORTER SPGS**
End Date	**2003-08-15 21:00 EST**
End Location	**3ESE PORTER SPGS**
Deaths Direct/Indirect	**0/0** (fatality details below, when available...)
Injuries Direct/Indirect	**0/0**
Property Damage	**175K**
Crop Damage	
Event Narrative	**The Dahlonega Nugget reported that lightning struck a Poplar tree near a home on Ridge Point Road, setting an adjacent shed and the home on fire. The home was in the Frogtown area of extreme eastern Lumpkin county near the White county line. The home was a total loss. Another lightning strike struck and killed a bull in a nearby pasture.**

The Lumpkin County HMPC utilized data from the National Climatic Data Center, the National Weather Service, numerous weather-related news articles and various online resources, and the Lumpkin County Emergency Operations Plan in researching severe thunderstorms and their impact on the County. With most of the County's recorded severe thunderstorm events, only basic information was available. It is also likely that some severe thunderstorm events have gone unrecorded. Therefore, any conclusions reached based upon available information on severe thunderstorms within Lumpkin County should be treated as the minimal possible threat.

NCDC records show that 140 severe thunderstorms occurred within the County over the past fifty years, which equates to a 280% annual frequency based upon reported events. Over the past twenty years that frequency has increased to 440%. Perhaps severe thunderstorm activity has increased somewhat over time within the County. This may be the case or it may simply be that record keeping and technology have improved significantly over the course of time, reflecting the higher numbers. It may also be a combination of these two factors. The following chart provides annual frequency of reported events over the past five, ten, twenty, and fifty-year periods. The most recent five-year period, covering the span of time since the last update to this Plan, is highlighted in gold.

Lumpkin County – Severe Thunderstorm Frequency including Hail & Lightning (based on Reported Events)				
Time Period	**5yrs (2020-2024)**	**10yrs (2015-2024)**	**20yrs (2005-2024)**	**50yrs (1975-2024)**
Number of Reported Events	**22**	**31**	**76**	**140**
Frequency Average per Year	**4.40**	**3.10**	**3.80**	**2.80**
Frequency Percent per Year	**440%**	**310%**	**380%**	**280%**

C. Assets Exposed to Hazard – All public and private property including critical facilities are susceptible to severe thunderstorms, hail, and lightning since this hazard is not spatially defined. The GEMA map below identifies critical facilities located within the hazard area, which in the case of severe thunderstorms includes all areas within the County and City.



D. Estimate of Potential Losses – For loss estimate information, please refer to the Critical Facilities Database (Appendix A).

E. Multi-Jurisdictional Concerns – Any portion of Lumpkin County can be negatively impacted by severe thunderstorms, hail, and lightning. Therefore, any mitigation steps taken related to these weather events will be pursued on a countywide basis and include the City of Dahlonega.

F. Climate – Climate has always changed over time because of natural reasons like volcanic activity, solar radiation variations, and shifts in Earth's orbit. These changes happen slowly and result in temperature shifts, different rain patterns, and sea level changes. Other things like the makeup of the atmosphere and how continents are arranged also affect climate change over long periods. Lately, there's been a debate about how much human activities, like burning fossil fuels and cutting down forests, affect climate change. Some say natural factors are the main drivers, while others say human actions have a big impact. Most people think the truth is somewhere in the middle. But for this plan, what's

causing climate change is largely irrelevant. One county can't modify the Earth's climate. Furthermore, any changes in climate probably won't change which natural hazards occur in Lumpkin County. It is more likely to make the natural hazards we already deal with, such as severe thunderstorms, occur more frequently or at a greater magnitude. If that does occur, it will become evident in the hazards history and frequency data used in this plan.

G. Vulnerable Populations - Vulnerable populations in Lumpkin County and the City of Dahlonega, each in very similar ways, may experience the impacts of natural hazards, including severe thunderstorms, differently than the rest of the population due to a variety of factors that increase their susceptibility to harm. These factors can include socioeconomic status, age, disability, race, language barriers, and housing conditions. Here's a brief summary of how these populations might be affected differently:

Elderly and Disabled Populations: Older adults and individuals with physical or cognitive disabilities may have mobility challenges, which can make evacuation during emergencies more difficult. They may also have higher health risks during extreme weather events like heatwaves, floods, or storms, and may not have access to necessary medical care during such events.

Low-Income Communities: Low-income households often lack the resources to prepare for or recover from natural disasters. This includes limited access to flood insurance, poor housing conditions that may not be resilient to storms, and difficulty accessing emergency services. These individuals may also be more likely to live in areas prone to hazards, such as floodplains or areas with inadequate infrastructure.

Racial and Ethnic Minorities: Racial and ethnic minorities may face higher levels of vulnerability due to limited access to healthcare, education, and social services. In some cases, these populations may be more likely to live in high-risk areas (such as floodplains) or in substandard housing that is less resilient to natural hazards.

Non-English Speakers: Individuals who speak limited or no English may face difficulties in understanding emergency warnings, evacuation instructions, or access to resources. Lack of access to multilingual communication can exacerbate their vulnerability during natural hazard events.

Homeless Individuals: Homeless individuals are especially vulnerable during natural hazards, as they may not have access to shelters or safe places to seek refuge during extreme weather events. They may also lack the ability to store supplies or evacuate to a safe location.

Children: Children are particularly vulnerable to the impacts of natural hazards due to their developmental stage and reliance on caregivers. They may also face challenges in evacuation due to age or disability and may be at higher risk for trauma and health issues in the aftermath of a disaster.

In general, vulnerable populations may experience greater exposure, fewer resources for mitigation and recovery, and more severe consequences from natural hazards compared to the rest of the population. This highlights the need for inclusive disaster planning, preparedness, and response strategies that address the specific needs of these groups.

H. Hazard Summary – Overall, severe thunderstorm, hail, and lightning events pose one of the greatest threats to Lumpkin County in terms of property damage, injuries and loss of life. These weather events represent the most frequently occurring natural hazard within Lumpkin County and have a great potential to negatively impact the County each year. Based on the frequency of this hazard, as well as its ability to negatively impact any part of the County, the HMPC recommends that the mitigation measures identified in this plan for severe thunderstorm, hail, and lightning be aggressively pursued. Specific mitigation actions related to these weather events are identified in *Chapter 5*.

2.3 Flooding



A. Hazard Identification: The vulnerability of a river or stream to flooding depends upon several variables. Among these are topography, ground saturation, rainfall intensity and duration, soil types, drainage, drainage patterns of streams, and vegetative cover. A large amount of rainfall over a short time span can result in flash flood conditions. Nationally, the total number of flash flood deaths has exceeded tornado fatalities during the last several decades. Two factors seem to be responsible for this: public apathy regarding the flash flood threat and increased urbanization. A small amount of rain can also result in floods in locations where the soil is saturated from a previous wet period or if the rain is concentrated in an area of impermeable surfaces such as large parking lots, paved roadways, etc. Topography and ground cover are also contributing factors for floods in that water runoff is greater in areas with steep slopes and little or no vegetation.

B. Hazard Profile: Over the past fifty years, flood events on record in Lumpkin County have usually been associated with areas in the vicinity of the County's many creeks and lakes. The areas most affected or potentially most affected include locations in the vicinity of the Chestatee River, Etowah River, Yahoola Creek (which forms Ted Taft Copeland Dam), Cane Creek, Clay Creek, Hurricane Creek, Ward Creek, and other tributaries that empty into the Chestatee and Etowah Rivers. Other areas affected by flooding were associated with storm drain systems within the City of Dahlonega. Relatively little information on flooding damage estimates, in terms of dollars, is available. However, with each of these events there were certainly significant costs related to road repair, infrastructure repair, and public safety, at a minimum. Most of the flood damage that has occurred historically within the County appears to be "public" flood damage. More specifically, roads and culverts washing out have been the most common flooding problem.

The extent of flooding within the City of Dahlonega:

According to the City of Dahlonega, the areas of primary concern with regard to flooding are identified are as follows:

1. Golden Avenue. This road has been flooded on multiple occasions with several feet of water from the low spot in the road just off of Hwy 60 to the turn up the hill. This area has not only been submerged at the road but everything between the road and the Chestatee River as well. The Water Rescue Team has had to perform rescue operations recently due to the flooding of this specific area.
2. West Circle. This road has been flooded on multiple occasions with 2 to 3 feet of water at the creek crossing.
3. Barlow Road. This road has been flooded on multiple occasions with one foot or more of water, however recent improvements may possibly have corrected the problem.
4. Wimpy Mill Road. The Wimpy Mill Picnic Area on Wimpy Mill Rd has flooded by approximately two feet of water on multiple occasions.
5. Martin Street. This road has flooded on multiple occasions with depths of up to two feet above the streets. Like Park Street, this is primarily due to the inability of the existing storm drain system to handle the volume of rainwater.
6. State Route 60. SR60 along the Chestatee River is another major flood concern. The primary concern is road collapse, which has happened recently due to the high water levels between Golden Avenue and Achasta Golf Club.

The extent of flooding within Lumpkin County:

According to the Lumpkin County Planning Dept, the County has dozens of flood prone areas. The areas of primary concern he has identified are as follows:

Within Lumpkin County, the most flood prone areas are located in the vicinity of Buffington Rd, Cain Bridge Rd, Empire Dr, Col. Farrow Rd, Fox Hollow Rd, SR60 at SR400, SR60 in front of the Dollar General store, Little Mountain Rd at Woods Dr, Reid Chapman Rd, Wahoo Creek Rd, Horton Rd, Jay Bridge Rd, Johnny Collins Rd, Lumpkin County Pkwy, Pecks Mill Creek Rd, Rider Mill Rd, Roy Grindle Rd, Walnut Valley Dr, Walter Caldwell Rd, Willow Pond Rd, and Winters Mountain Rd.

See related maps on the following pages.



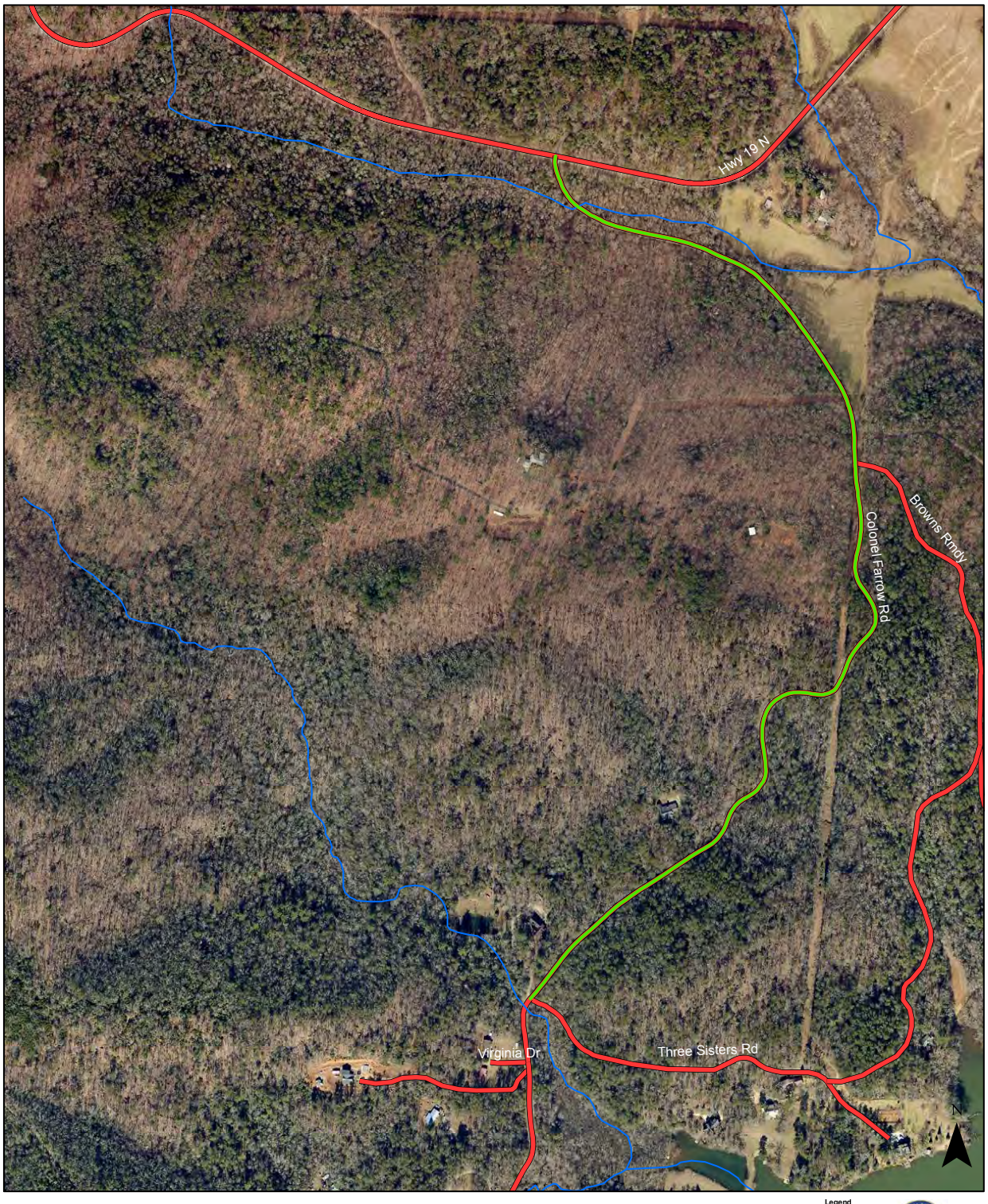
Flooding Concerns
12" over Buffington Rd.



Flooding Concerns
12" over Cain Bridge Rd.



Flooding Concerns 12" over Empire Dr.



Flooding Concerns 12" over
Col. Farrow Rd.



Flooding Concerns 8" over Fox Hollow Road



Flooding Concerns 8" over
Hwy 60 and Hwy 400



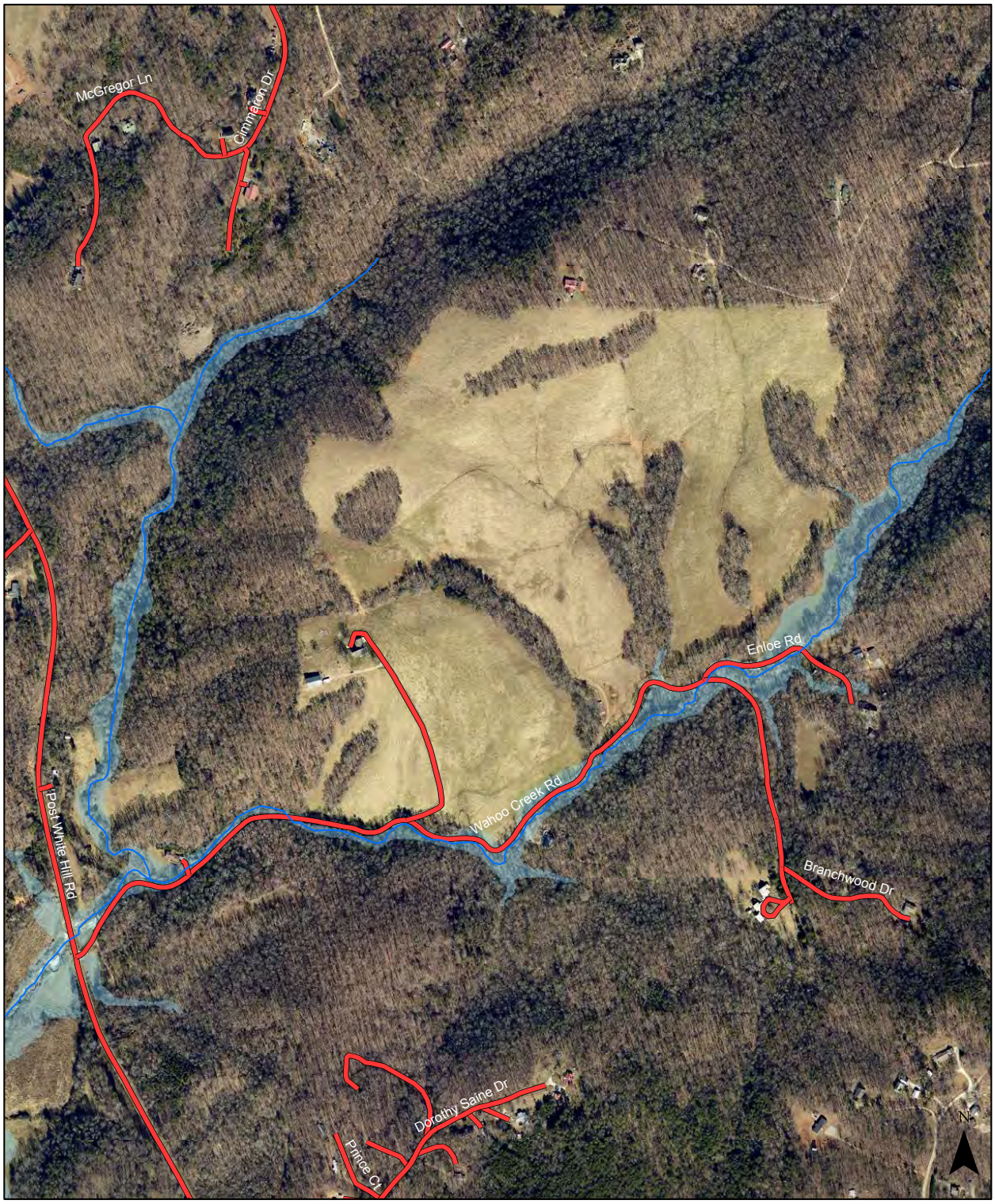
Flooding Concerns
12" over Hwy 60 in front of the Dollar General
5019 S Chestatee St, Dahlonega, GA 30533



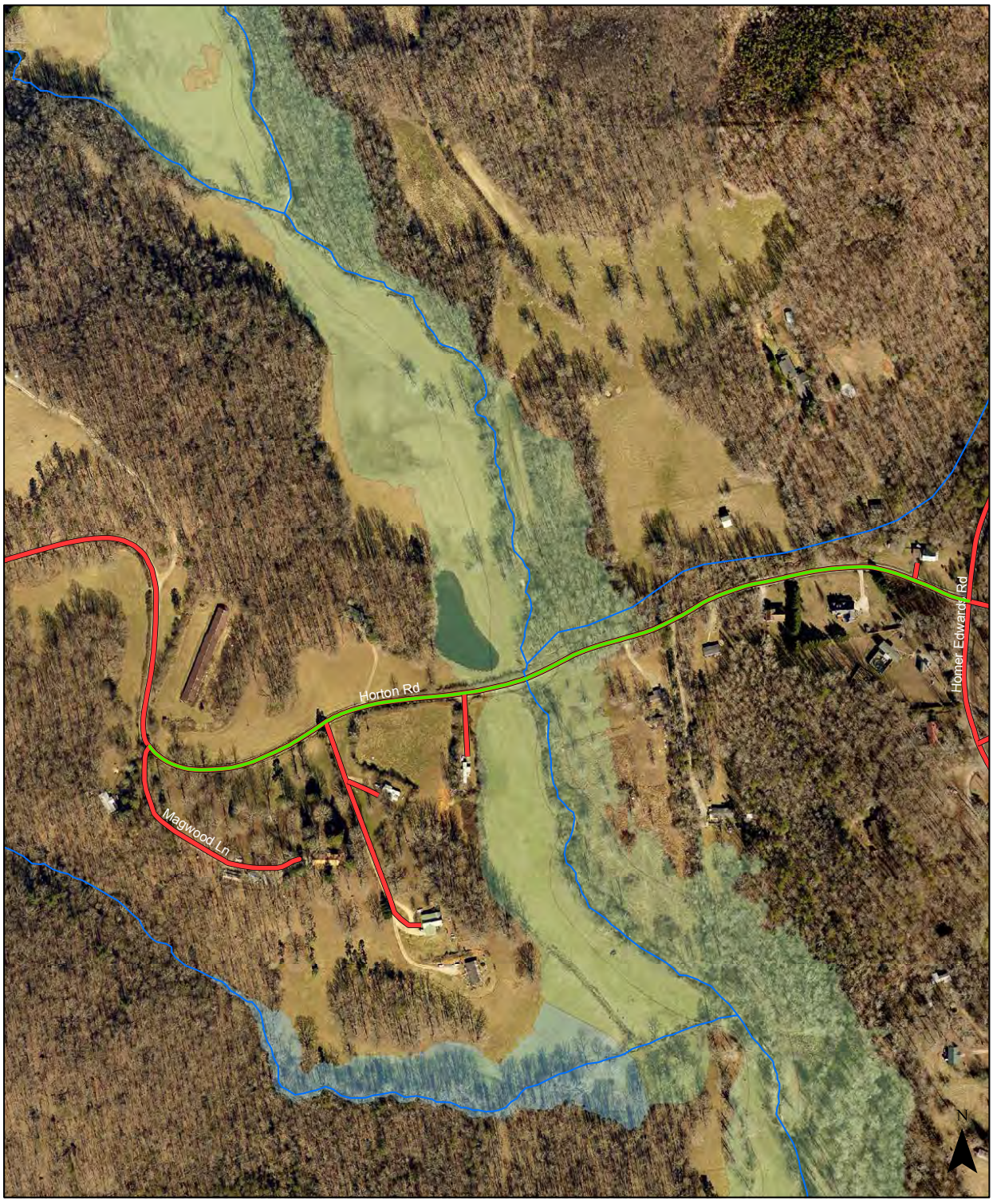
Flooding Concerns
8" over
Little Mountain Road at Woods Drive



Flooding Concerns 12" over
Reid Chapman Road



Flooding Concerns 12"
over Wahoo Creek Road



Flooding Concerns
18" over Horton Rd.



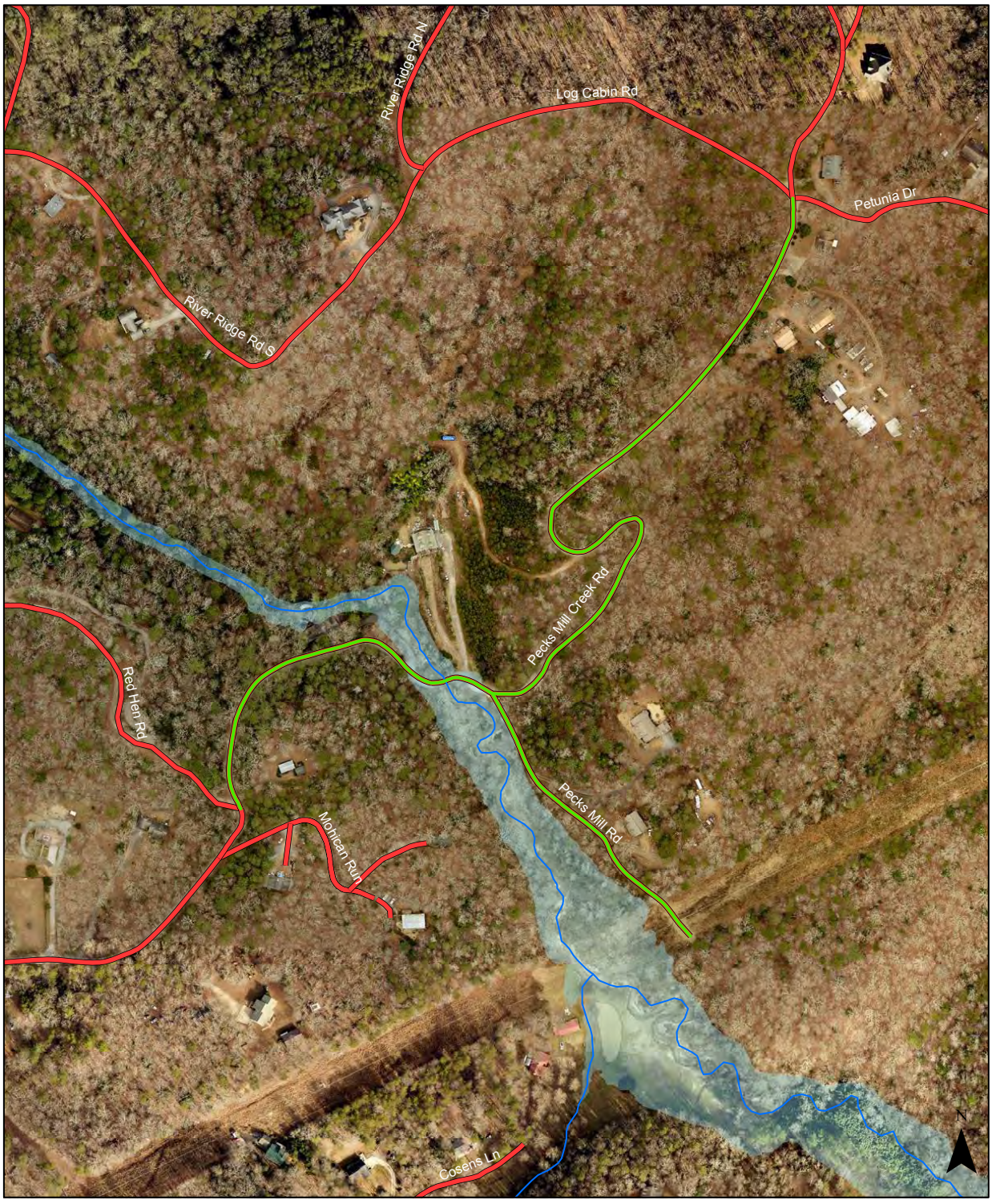
Flooding Concerns 12"
over Jay Bridge Rd.



Flooding Concerns
12" over Johnny Collins Rd.



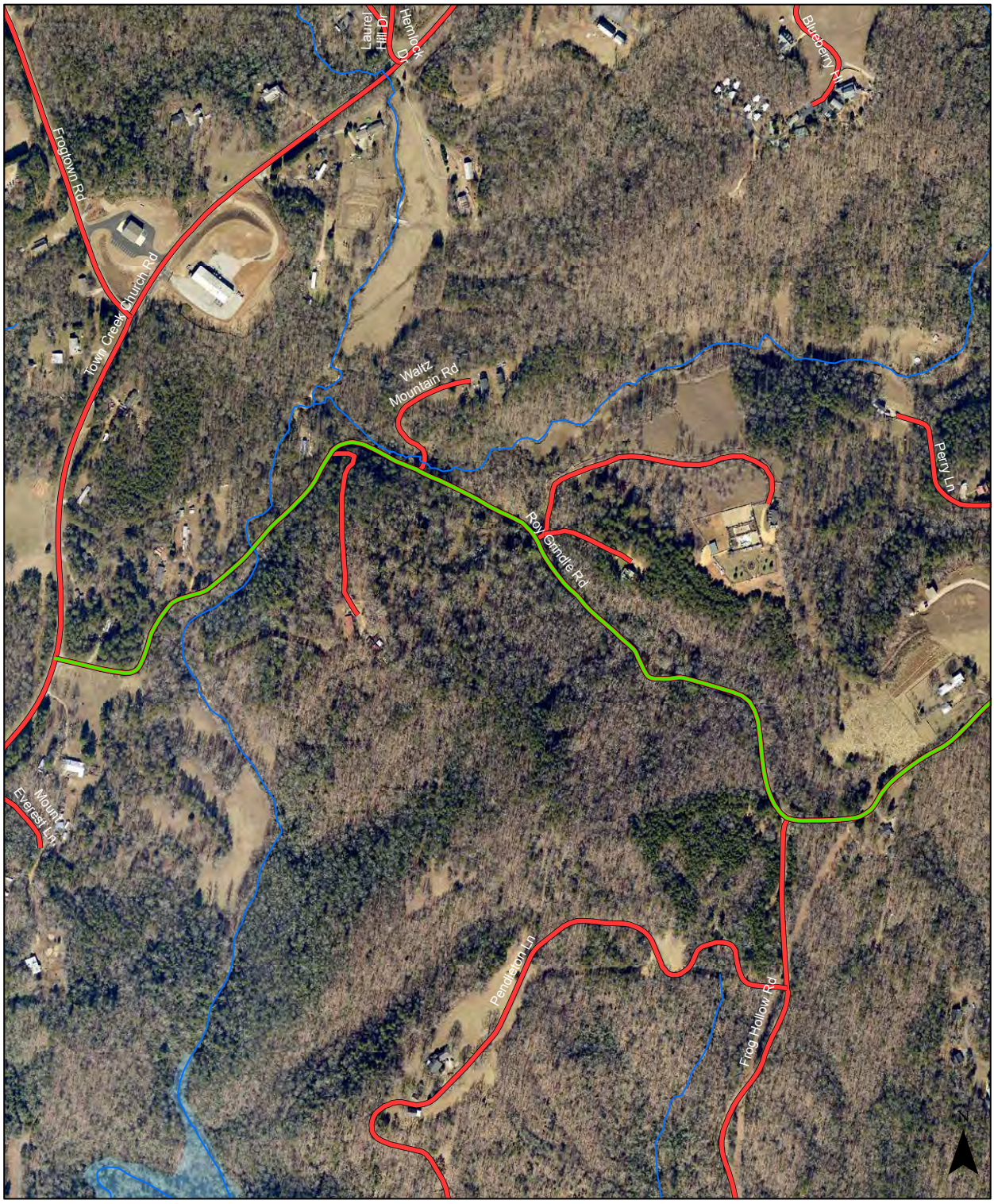
Flooding Concerns
12" over Lumpkin
County Pkwy.



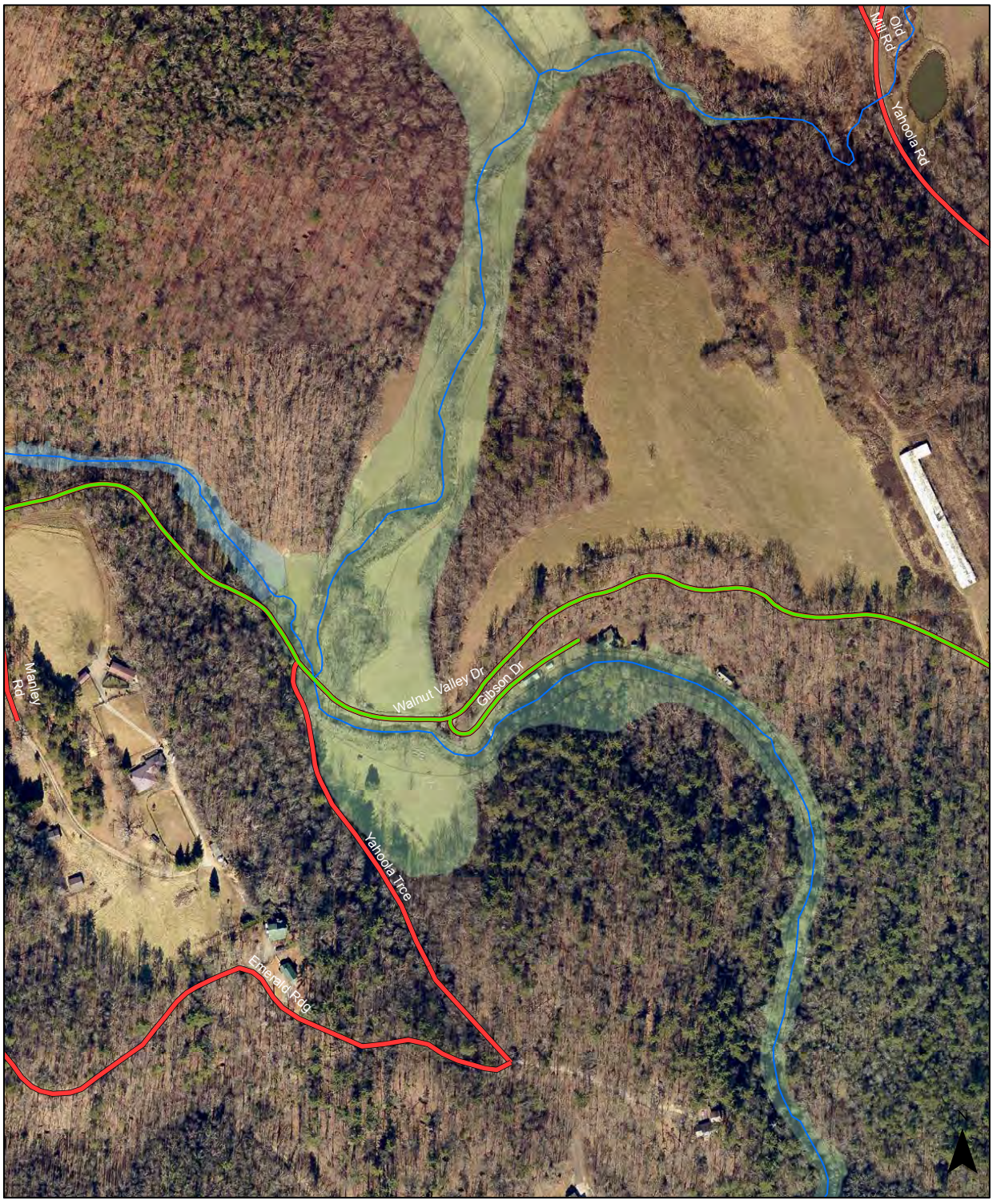
Flooding Concerns
12" over Pecks Mill
Creek Rd.



Flooding Concerns
12" over Rider Mill Rd.



Flooding Concerns12" overRoy Grindle Rd.



Flooding Concerns
12" over Walnut Valley Dr.



Flooding Concerns
12" over Walter Caldwell

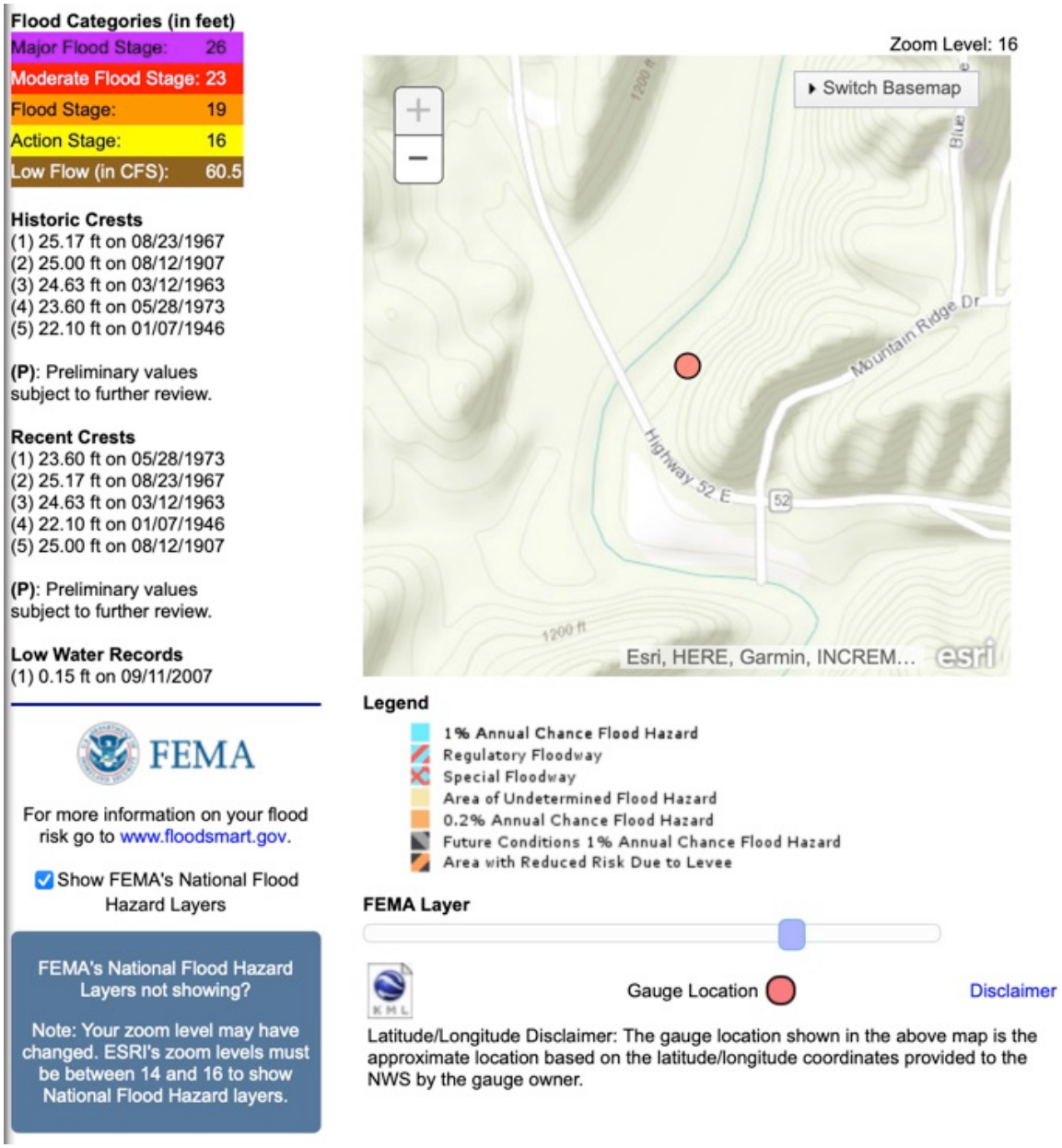


Flooding Concerns 12" over Willow Pond.



Flooding Concerns
12" over Winters Mountain Rd.

Below is a National Weather Service graphic illustrating both the historical and recent crests of the Chestatee River near Dahlonega, GA, as well as flood categories (in feet). The record historic crest was 25.17ft on August 23, 1967. This fell within the category of "Moderate Flood Stage". Other noteworthy crests are listed below.



The First Street Foundation and Risk Factor/Flood Factor

Homes across the country are at risk from multiple perils and that risk is only growing with each passing year. First Street Foundation is a non-profit research and technology group dedicated to quantifying and communicating those risks by incorporating world class modeling techniques and analysis with the most up to date science available in order to simply, and effectively, inform Americans of their risk today and into the future from all environmental changes. Risk Factor is a free tool created by First Street Foundation to make it easy to understand risks from a changing environment.

Some of the things that make First Street Foundation research unique are:

- Custom built models to calculate property-level climate risk statistics
- Transparent, peer-reviewed methodology that's proven against real environmental events
- Validated by millions of users every day who continuously improve the data and science
- Easy-to-understand experience that's trusted by industry leaders
- Building details and structure characteristics are used to customize information each specific property

Institutional real estate investors and insurers have long had access to environmental risk data from for-profit oligopolies who use non-transparent methodologies that do not advance science and which limit access to risk information for the country. Because of this, the majority of Americans have relied on sources such as the Federal Emergency Management Agency (FEMA), the United States Forest Service, and other public agencies to understand their risk. However, these agencies are not tasked with defining risk for individual properties, do not consider how environmental changes impact that risk in the near-term future, and are often unable to incorporate the latest science due to the bureaucratic and regulatory restrictions within which they operate, leaving millions of households and property owners unaware of their true risk.

There has long been an urgent need for accurate, property-level, publicly available environmental risk information in the United States based on open source, peer reviewed science. In a mission to fill that need, First Street Foundation has built a team of leading modelers, researchers, and data scientists to develop the first comprehensive, publicly available risk models in the United States. Beginning with flood, moving on to wildfire, and now extreme heat, First Street works to correct the asymmetry of information in the market, empowering Americans to protect their most valuable asset–their home while working with industry and government entities to inform them of their risk.

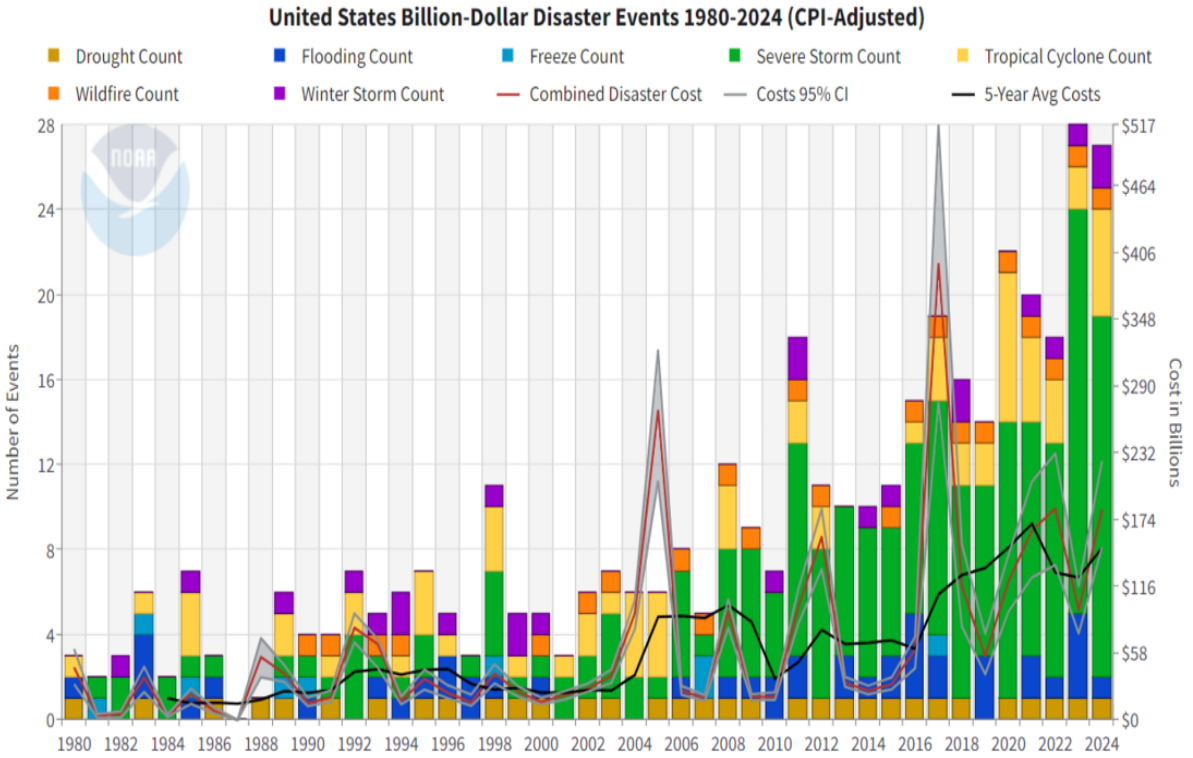
People can freely access property-specific flood, wildfire, and extreme heat risk information for 145 million US properties at Risk Factor. The Foundation's data is also leveraged by industry and governments and used for critical analysis of the potential impact of these climate perils on infrastructure; mortgage and housing market inefficiencies; government spending and taxes; and vulnerable communities. Roughly 200 of the world's

top academic researchers from 45 of the country's leading universities, including Harvard, Wharton, Johns Hopkins, and MIT, have partnered with the First Street Foundation Research Lab to analyze the data.

First Street Foundation Mission

First Street Foundation's mission is to make climate risk accessible, easy to understand and actionable for individuals, governments, and industry.

A changing climate is impacting the risks facing American properties, communities, and businesses as perils like flood, fire, heat, and drought become more common, and more severe. Currently the best science highlighting the issue is complex, happening in silos, and left in peer review journals, and there is no accurate way for individuals to understand how environmental changes will impact them personally. First Street Foundation initially looked only at flooding with the Flood Factor project. However, the scope of the Foundation has since expanded to focus on other threats as well under the scope of the Risk Factor project. Homes across the country are at risk from multiple perils and that risk is only growing with each passing year. There were 20 events in 2021 that each caused more than a billion dollars in damage.



The First Street Foundation Flood Model

The First Street Foundation Flood Model is a nationwide probabilistic flood model that shows the risk of flooding at any location in the contiguous 48 states due to rainfall (pluvial), riverine flooding (fluvial), and coastal surge flooding. In collaboration with more than 80 scientists, technologists, and experts, the First Street Foundation has built on decades of peer-reviewed research and models from climatology, hydrology, and statistics to create an unprecedented flood model of the entire United States.

While other hydraulic and hydrologic models show refined risks of flooding in certain areas, this model provides complete coverage across the United States at 3-meter resolution. Existing flood models are built for individual municipalities and can rely on widely varying assumptions. The First Street Foundation Flood Model provides a consistent and unified methodology across the entire country with continuous outputs. This extends into areas that have no previous flood modeling and even areas that do not have recorded hydrologic data. As a result, there is increased visibility into new regions of the entire country. Additionally, flood models are typically only produced under existing conditions using historic environmental data as a representation for current risk. The First Street Foundation Flood Model takes changing environmental factors into account by applying global climate model projections to forecast how flood risk will change over the next 30 years.

Fluvial Flooding

The First Street Foundation Flood Model relies on the Fathom-US model, a peer-reviewed hydraulic model that employs several key characteristics that allows it to create flood hazards for the entire United States. The hydraulic model represents river and stream channels using a one-dimensional representation that enables river width to be decoupled from model grid scale and therefore allows any river size to be represented within the model. This allows for hydraulic calculations to occur for rivers either wider or narrower than this native resolution, while still making computation over large areas more manageable and practical, thereby allowing for computation of the entire United States. Decoupling river width from the hydraulic calculations also simplifies the model complexity as the model does not need to have detailed river cross sections every few hundred feet along a river, instead relying on assumptions around when flow would leave the banks of the river. Once flow exceeds the carrying capacity within the river's banks, the hydraulic model simulates the flow of water over a high-precision digital elevation model. Another major aspect of the Fathom-US model that allows for calculation of flood risk throughout the country is the regionalized flood-frequency analysis. Conceptually, the Fathom framework is different from many earlier large-scale flood models because it does not employ a rainfall-driven hydrological model to create river flow rates at the border of one catchment to pass to another. The alternative to this rainfall-driven approach is to use flood-frequency analysis of river gauge records to characterize extreme river flows and generate boundary conditions of the hydraulic model. Flood-frequency analysis involves the fitting of a curve to the observed tail of a flow distribution from a river gauge. Once the curve is fitted, it is possible to estimate the flow associated with any return period. Of

course, this is not possible to implement directly in ungauged catchments. To solve the problem of ungauged catchments, flow characteristics are assigned to ungauged catchments based on the similarity of their characteristics to those of gauged catchments. Essentially, by characterizing the similarity of catchments across features such as contributing area, precipitation patterns, land cover, and topography, the flow data in an ungauged catchment can be estimated based on those of highly similar gauged catchments.

Pluvial Flooding

While the hydraulic model is not a rainfall-runoff model, pluvial flooding is measured by applying rainfall directly on the elevation model surface and modeling surface runoff, accounting for things like land cover and impervious surfaces. Current rainfall data comes from NOAA's Atlas 14 data. At each return period analyzed, the model simulates events for durations of 1 hour, 6 hours, and 24 hours with rainfall intensities defined by the intensity-duration-frequency curves of the NOAA data. The pluvial hazard layer selected is the maximum inundation depth occurring in any of the three durations simulated for the given return period.

Coastal Flooding

Coastal areas may flood from extreme water levels resulting from high tides alone or the additional uplift caused by surges associated with storms. Extreme high tides can cause flooding in some low-lying coastal areas. When coastal storm systems such as hurricanes cause surges in addition to high tides, flooding is exacerbated in these low-lying areas and extends even further inland. The First Street Foundation Flood Model quantifies coastal flood risk due to surge and extreme high tides. The Model utilizes decades of readings from NOAA's tide gauge stations to identify regular tidal variations, storm surges, and long term sea level rise trends. Untangling these effects allows for the isolation of each element and ultimately reconstituting total water levels based on changes in surge frequency and mean sea level over time. Hurricanes have an outsized effect on the historical record. They are a very low frequency event that has extreme effects on the surge level distributions in the areas where they have occurred. The exact location of landfall greatly affects the historical record and therefore the likelihood of surge levels at those locations. Neighboring areas that may not have experienced the most significant hurricane surge effects will be comparatively under-representing the likelihood of major events within their historical record. The First Street Foundation Flood Model uses hundreds of thousands of realizations of thousands of synthetic hurricane tracks to generate the likelihoods of different water levels occurring at any location along the east and gulf coasts. These simulations were performed under 2020 climate conditions as well as under future climate conditions based on global climate model output. Mean sea level was also adjusted for future flood hazard simulation according to the most recent scientific studies, including the effects of ice sheet physical processes such as the hydrofracturing of ice shelves.

Hazard Coupling

In areas with no surge or tidal hazard, the fluvial and pluvial hazard layers for any given return period are combined by selecting the maximum value of the two layers. The interaction of these hazards is not explicitly accounted for because in inland areas, flooding is typically dominated by one source or the other. Because they are largely independent, a simple approach was selected to represent risk. In areas of coastal hazards, the First Street Foundation Flood Model presents a hazard layer agnostic to the source of flooding. Surge, fluvial, and pluvial hazards were modeled separately, and then modeled together in several different combinations of return periods by source. These were dynamic hydraulic simulations intended to capture the joint effects on flooding based on the varying co-occurrence of different flood hazards. Statistical analysis of the historical records of both tide and stream gauges in each catchment yielded co-occurrence of the different flood hazards, which gives an indication of how likely different surge levels are to occur at the same time as elevated river levels. These rates of co-occurrence then informed the combination of these hazards into an overall joint distribution at each location, generating new inundation depths per return period.

Future Hazards and a Changing Climate

The First Street Foundation Flood Model is also unique in the way it accounts for a changing climate. Typical flood models derive their flows based purely on statistical analyses of historical records of rainfall and stream gauges. The First Street Foundation Flood Model incorporates the output of an ensemble of 21 Global Climate Models (GCM) to account for the uncertainty of future climate scenarios as well as the current climate itself. Because extreme events occur infrequently by their nature, a long record of climate data is needed to attempt to characterize these extreme events. But by creating a long record, analysis would cloud the changes in climate over time. The First Street Foundation Flood Model uses a baseline historical period of 1980-2010, creating a 30-year period of observed data. The Global Climate Model projections for 2020 allow for the creation of not only a new climate that accounts for changes since the historical data was recorded, but also the potential spread of what the true climate actually is right now, as opposed to what a small sample has shown over the last few years. The 21 climate models create different outputs for several environmental factors. First Street has chosen to use the carbon emissions scenario represented by IPCC RCP 4.5. This represents a middle-ground scenario among the four primary emissions scenarios. Additionally, First Street chose to model low and high scenarios corresponding to the 25th and 75th percentiles of the distribution of the representation environmental change values in the 21 GCM outputs. The climate models vary in the way they predict environmental changes, and this distribution is wide enough to encompass the range of change factors from the median representations of the other carbon-emissions scenarios by 2050.

Historical Analyses

The First Street Foundation Flood Model also includes recreations of historic flooding events. The model has been used to recreate both fluvial flooding events as well as the flooding associated with coastal storms like hurricanes and nor'easters. Recreating historic events is challenging given the dynamics of flood events and the lack of data quantifying all of the variables at play during a real event. To create the large catalog of over 100 events, First Street relied on hydrologic models and public data sources detailing the impacts of flooding. Many of these methods were first tested and validated against remotely sensed satellite imagery of existing water after flooding events.

Riverine flooding events are recreated by applying historic USGS stream gauge readings during the identified flood events as the discharge at that point in the Fathom-US model. Because stream gauge levels are often not accurate during the major flood events when the river flow has exceeded the river channel's capacity, the First Street Foundation Flood Model chooses from several realizations based on scaling the gauge readings slightly up or down. Each of these realizations is then evaluated for correlation with other metrics such as high water marks recorded outside of the river floodway and claims of flooding made during the event. The claims include insurance and disaster relief claims on National Flood Insurance Program policies, FEMA Individual Assistance flood claims for those who do not have NFIP policies, and disaster assistance provided by the Small Business Administration. All three of these sources of claims data are available within a zip code, so the realizations are evaluated based on the correlation between number of claims in a zip code and the number of buildings that are modeled to have flooded in each realization. The realization with the highest correlation and lowest error is then chosen as representative, with a bias toward underpredicting flooding.

First Street has also recreated simulations of major coastal flooding events through a combination of ADCIRC+SWAN modeling and geospatial interpolation methods. Hurricane tracks and recorded atmospheric data serve as inputs to ADCIRC+SWAN, processed over the most relevant and accurate official FEMA ADCIRC model surface for each storm's given track. This simulation generates maximum surge levels along the coast for each event. These surge levels are then interpolated over high-resolution elevation models to determine depth of inundation at recorded USGS high-water mark locations. These inundation depths are then used to calibrate model outputs through the creation of a series of correction factors, which are then applied to the remainder of the interpolated depths to correct them against actual observed high water-marks from the storm.

In both inland and coastal events, comparisons against the First Street adaptation database are performed to see if there are any flood control structures in the extents of the model. The return period of the event is evaluated against the return period of the structure to assess whether flooding was likely to have occurred within that area and then checked against claims data (if available) to determine whether model-predicted flooding in these areas was likely or not.

Adaptation and Infrastructure

In order to create a national model with complete coverage of the contiguous United States, the First Street Foundation Flood Model relies on nationally available data that consistently represents the hydrologic conditions of the United States. However, most of this data represents the natural environment better than the modifications made by human activity that impact hydrology and therefore flooding. To make this model as accurate a representation of actual flood risk as possible, First Street has spent considerable time and effort to build a database of "grey" and "green" infrastructure and adaptation projects that affect the flow of water and therefore flooding.

Grey flood control projects include a variety of traditional infrastructure solutions like levees, pump stations, and flood control channels. Many green infrastructure projects also contribute to flood reduction, such as wetland restoration, floodable open space, retention basins, and creek rehabilitation projects. The First Street Foundation Flood Model also records and accounts for climate adaptation projects such as beach renourishment projects that are designed to counteract the effects of rising seas.

This data is collected from state, county, and city agencies across the United States. It is digitized by drawing the area for which a structure is providing flood protection and assigned a level of protection provided. These service areas can range in size from a few residential blocks to a small city. Each feature is associated with one or more sources of flooding for which it provides protection. Estimates of the level of protection are based on the return period to which it will continue to function.

This data is accounted for in the hydraulic and hydrologic model in several different ways. In most places, water is blocked within the model from entering a service area. This is similar to how a levee operates in real life, blocking water from entering a given location and pushing it somewhere else. Importantly, water is not removed from the model. In other cases like various runoff reduction green infrastructure projects, the service area of the project represents a change in the underlying soil classification within the hydrologic model. This replicates the way green infrastructure projects reduce runoff from their service area. In still other projects such as pump stations, the service area represents an adjustment to the flow of water in an area. Just as a pump station has a certain flowrate at which it will continue to be effective, even in an event beyond its design standard, this is represented in the model by removing an amount of flooding from an area equivalent to the modeled flow in the project's service area at the design standard. So a pump station designed for a 5 year event would always remove the equivalent of the 5 year event, even in a 100 year event.

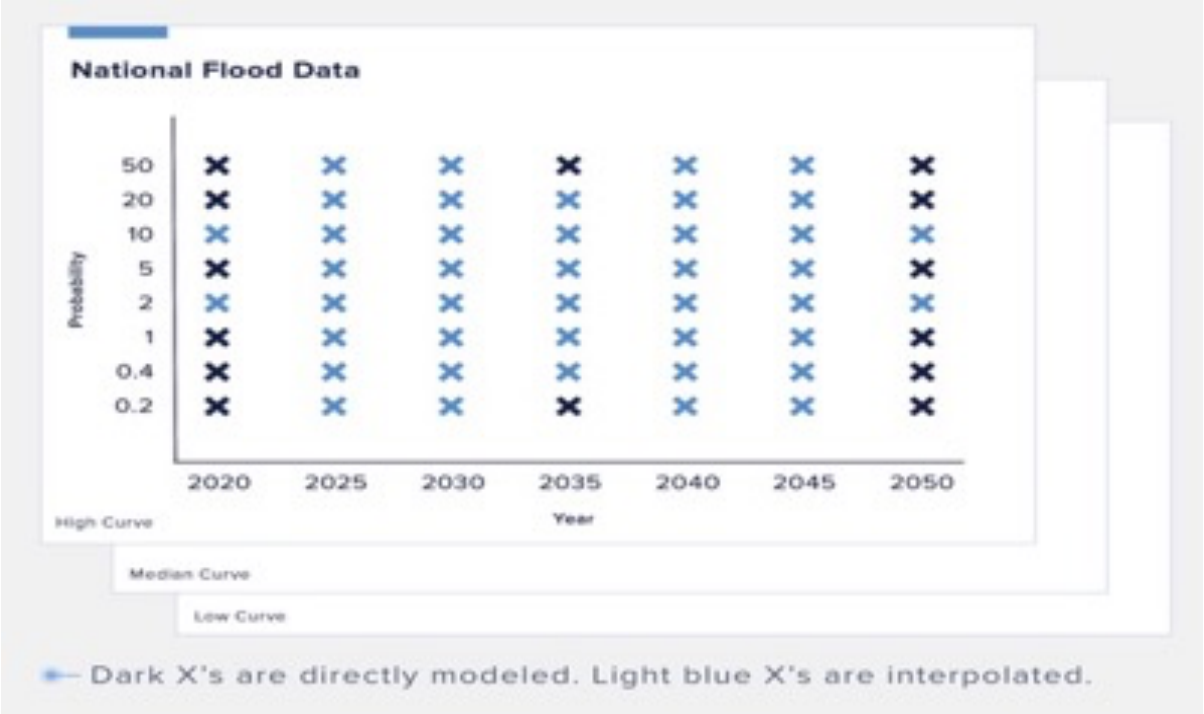
Hazard Layer Validation

In addition to the modeling and methods, the First Street Foundation Flood Model has been validated through a thorough review of the output in all areas and for all hazard layers. Programmatic checks highlight locations for manual review. Comparisons are made against FEMA flood maps to identify where there may be additional flood control structures that would affect the flood output. Hazard layers are both manually and programmatically reviewed for errors and inconsistencies. Other data sources are utilized to gauge flood risk based on past occurrences of flooding. These include the same sources used in validation of the historic models, namely FEMA NFIP claims, Individual Assistance claims, and Small Business Administration flood claims. Additionally, First Street has geolocated instances of flooding from web-based news articles that describe flooding with additional information such as location, source of flooding, and intensity.

Interpolation of Flood Depths

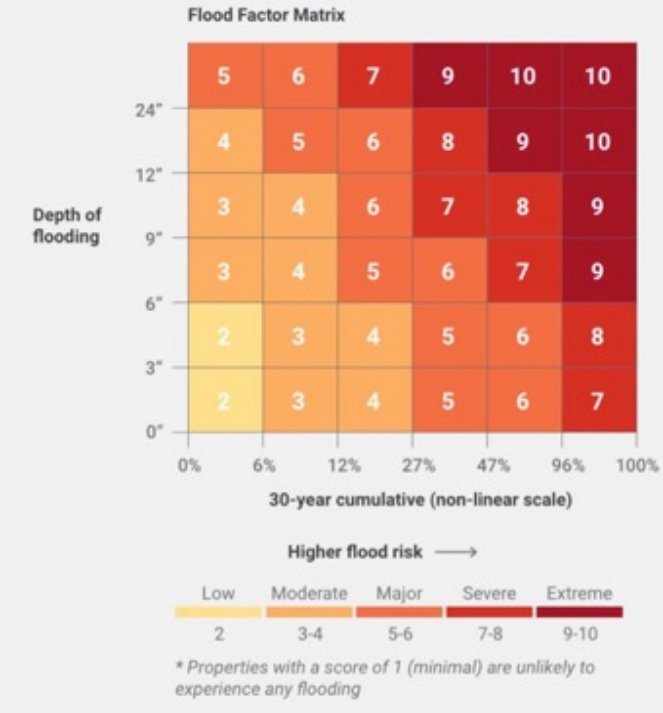
Once all hazard layers are complete and validated, inundation depths are recorded on every property in the country. Building data from Mapbox, sourced from Microsoft and OpenStreetMap, is used on all properties where it is available to show the max inundation depth along the building footprint. For properties without building data, inundation depth is recorded at the centroid of the parcel. The First Street Foundation Flood Model then employs statistical methods to quantify flood risks and depths in scenarios that were not explicitly modeled. First, a non-linear regression of flood depth on the log of probability is employed to fill in the depth of flooding at various return periods of flooding in the years 2020 and 2050. This relationship was validated by explicitly modeling these return period hazard layers and recreating certain return periods that were not shown to the regression model. This proved to be quite accurate, especially in developed areas where buildings were located. This then allows for First Street to create a predicted depth of flooding at any point in the United States for any likelihood of flooding.

With this relationship of depth and probability charted out for both 2020 and 2050, the First Street Foundation Flood Model next employs a linear interpolation to estimate depth of flooding at any return period for any 5-year increment between 2020 and 2050. This interpolation utilizes a weight function to determine how much inundation there should be between the flood depths of 2020 and 2050 in 2030 or 2035. This weight function takes two explicitly modeled scenarios for 2035 to set the relationship the weights should follow at a given point. This linear interpolation across time closely follows the assumptions around changing environmental factors over time, which are driving the changes to flow and therefore depth of flooding.



Probabilistic Statistics

Using the relationship between depth and probability defined in the non-linear regression described above, the First Street Foundation Flood Model determines the likelihood of flooding at several different depth thresholds. So the model yields what the likelihood is to experience any flooding to the building footprint (if building footprint data is available) on a property, as well as the likelihood to experience at least 15cm (6 inches) or at least 30cm (1 foot) of flooding. This is determined in both 2020 and 2050 from the non-linear equations and then interpolated across years to determine the probability of flooding to a given depth in any year. These annual likelihoods are then added up to determine what the likelihood is of flooding to a certain depth at least once over a cumulative 15- or 30-year period. This is what is referred to as the cumulative likelihood of flooding. For instance, if a home is at risk of flooding in the 1% annual likelihood event (commonly referred to as the 1 in 100-year event), that home has a 26% chance of flooding at least once over 30 years. This cumulative likelihood number is different from the annual likelihood and gives people a much better idea of how likely their home is to flood over the course of their residence in that home (and the duration of many standard mortgages). All of these statistics help First Street generate a final, simplified risk score. The risk score is a number between 1 and 10 that encapsulates both the likelihood of flooding and the severity of flooding. A risk score is assigned based on the likelihood of flooding at various depth thresholds. The number increases as the probability increases or as the depth increases. Each property receives a risk rating for several different depths, with the most common of these several risk scores being selected as the overall risk score for the property, thereby representing overall risk at all likelihoods and depths. In this way, a 90% chance of flooding 12" has a higher score than a 20% chance of flooding 12". And a 20% chance of flooding 12" has a higher risk score than a property with a 20% chance of flooding 6".



Review Process

All methods outlined above are going through blind reviews for traditional peer-reviewed scientific publication and have already been through an additional expert panel-review process. The original technical methodology document, from which this document summarizes, was created as an exhaustive explanation of the methods used to create the First Street Foundation Flood Model and was reviewed by an expert panel. The panel review process took place in 4 stages and required the identification of expert scientists to serve as reviewers and the methods with a focus on the identification of model issues, limitations, and improvements. First Street took care to select 3 experts with no prior knowledge or relationship with the organization in order to maintain as objective a review as possible. The panelist selected for the review include world leading experts in: Fluvial/Pluvial (inland) flooding: Witek Krajewski (PhD), Professor of Engineering and Director of the Iowa Flood Center at the University of Iowa; Hydrology and the Built Environment: James Smith (PhD), Professor of Environmental Engineering at Princeton University; Climatology: Adam Scholosser (PhD), Research Scientist and Deputy Director of Science Research at the Massachusetts Institute of Technology's Joint Program on the Science and Policy of Global Change. This expert panel took part in a peer-review process that from December 2019 through March 2020 that was made up of 1) an initial read of the technical document with comments associated with identified weaknesses and limitations, 2) a formal response to all comments by the First Street, and partners, modeling team resulting in a revised technical methodology document, and 3) a formal meeting of the panel to discuss and hash out any requirements from the panel for the final document to be approved. Ultimately, the final document was approved as of February 24th, 2020 after all of the expert panelists agreed on the final set of requirements. In addition to the Panel Review process, additional peer-review was undertaken through a more formal submission of the full model methodology and historic simulation recreations to scientific peer-review journal outlets. The scientific peer-review articles are intended to summarize for a technical audience the methods covered in the technical methodology in a more concise and summarized form than the full technical methodology document that was reviewed by the expert panel. Ultimately, the First Street Foundation undertook both forms of peer-review in order to produce an exhaustive, open and transparent, technical methodology document that would be available to anyone on the First Street website; while also producing more traditional peer-review scientific articles to validate the methodology.

Summary of First Street Foundation Flood Model

The First Street Foundation Flood Model is a nationwide, probabilistic flood model that shows any location's risk of flooding from rain, rivers, tides, and storm surge. It builds off of decades of peer-reviewed research and forecasts how flood risks will change over time due to changes in the environment. To provide a 360˚ view of flood risk, the model has recreated many major U.S. floods and generated full coverage, high-resolution flood maps projecting current and future risks for more than 145 million properties all 50 states, Washington D.C and Puerto Rico. It additionally provides Federal Emergency Management Agency (FEMA) flood zone information for properties, as well as aggregated analyses of neighborhoods, zip codes, cities, counties, and states.

The First Street Foundation Flood Model considers a location's risk of flooding from high intensity rainfall, overflowing rivers and streams, high tides, and coastal storm surge.

- High intensity rainfall causes flooding when an area's sewage system and draining canals lack the necessary capacity to drain away the amount of rain that falls. Urban areas are particularly susceptible because there is little open soil that can store water.

- Overbank flooding of rivers and streams happens when there is an increase of water volume in a river channel, causing it to spill onto and flood the adjacent floodplain. Ongoing riverine floods can intensify and become flash floods when heavy rainfall results in a rapid surge of rising flood waters.

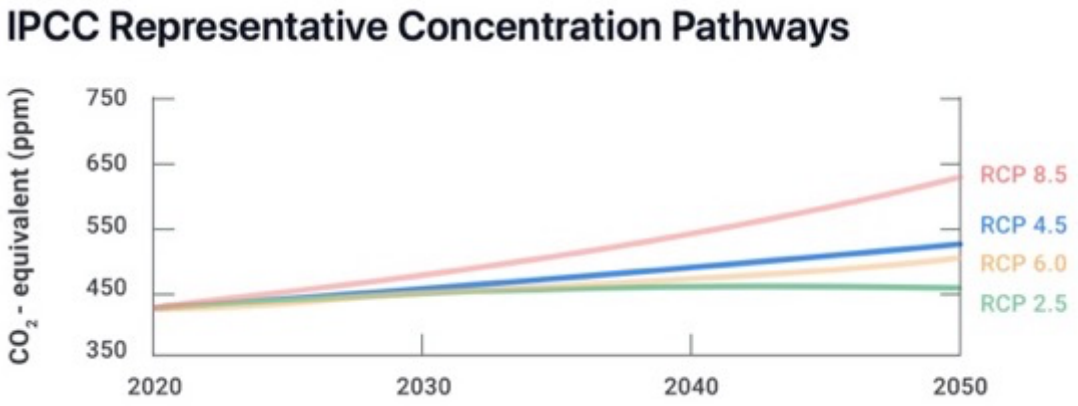
- Tidal flooding, sometimes known as sunny day flooding, king tide flooding, or nuisance flooding, is the temporary flooding of low-lying areas near the coast. It usually occurs during exceptionally high tide events, like full and new moons, and some areas experience this flooding multiple times a year.

- Storm surge refers to the rise of water generated by a storm, over and above predicted water levels. The more severe the hurricane or storm, the greater the storm surge, and the further water can travel. This flooding is often exacerbated by the rainfall that occurs along with the storm.

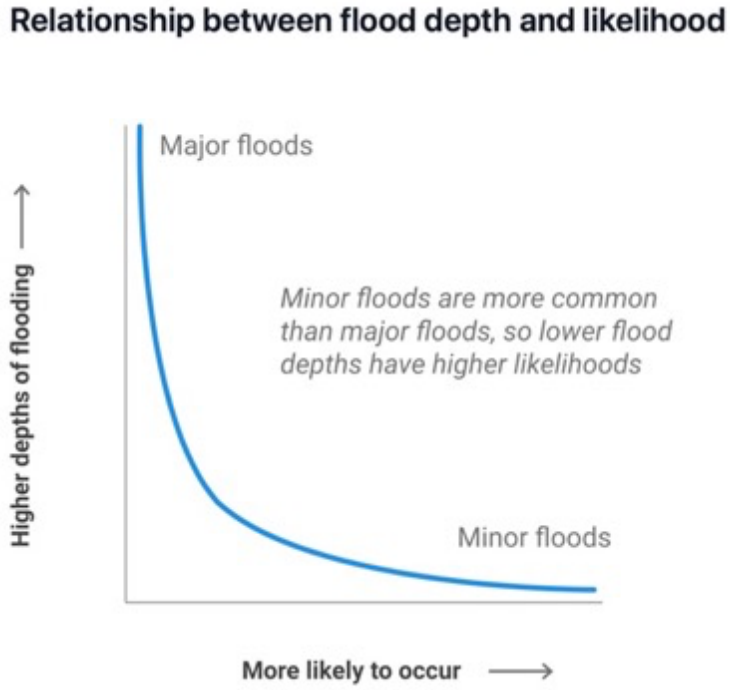
The First Street Foundation Flood Model is a probabilistic flood model, which means it considers uncertainty and outputs a distribution of likelihoods. It first asks the question: "what is the likelihood of a flood occurring within a given year?" Based on a location's history and geographic information (such as elevation, climate, proximity to water, and adaptation measures), the model creates a range of probabilities, known as "return periods."

The model then analyzes select probabilities (0.2%, 1%, 10%, 20%, 50%) to create "hazard layers," which show where and how deep flooding could occur for each probability. This allows First Street Foundation to not only calculate, but actually map flood risks for different probabilities within a given year.

The inclusion of environmental changes that impact flood risks, such as sea level rise and precipitation patterns, is an essential trademark of the First Street Flood Model. Using 1980-2010 as a baseline period, the model analyzes multiple environmental possibilities under the RCP 4.5 carbon emissions scenario with high and low uncertainty bounds. The resulting high, median, and low environmental scenarios are then used as inputs when calculating current and future flood risks to show how flood risks will change in fifteen and in thirty years.



Because the First Street Foundation Flood Model can calculate a flood depth for any probability, it can also determine the likelihood of a flood reaching a minimum depth in a given year, known as an annual flood likelihood. A property's annual flood likelihood for a specific depth in 15 or 30 years may differ from its annual likelihood this year because of changes in the environment.

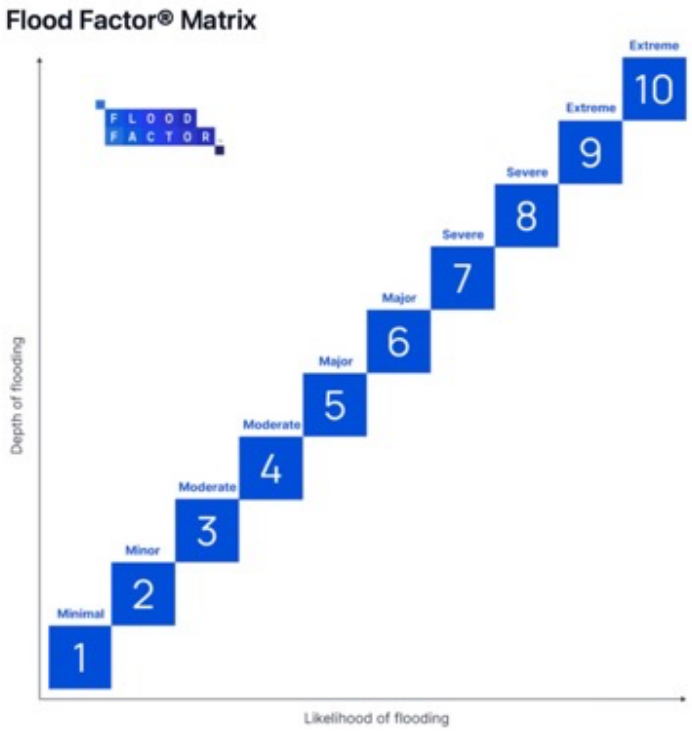


Flood risks do not occur on an annual basis, but rather accumulate over time. To simplify this, the model also calculates a cumulative flood likelihood, which shows the likelihood of flooding to a certain depth at least once over 15 or 30 years. For instance, if a home has a 1% annual flood likelihood (also know as a 100-year flood risk), that home has a 26% chance of flooding at least once over 30 years.

Cumulative Probabilities

Annual Probability	Over 5 years	Over 15 years	Over 30 years
50% (1/2)	97%	100%	100%
20% (1/5)	67%	97%	100%
10% (1/10)	41%	79%	96%

To simplify flood risks even further, the First Street Foundation Flood Model also calculates a property's Flood Factor. Flood Factor scores increase as the 30-year cumulative flood likelihood increases, or as the projected depth of flooding increases. Properties with a higher Flood Factor are either more likely to flood, are more likely to experience high floods, or both.

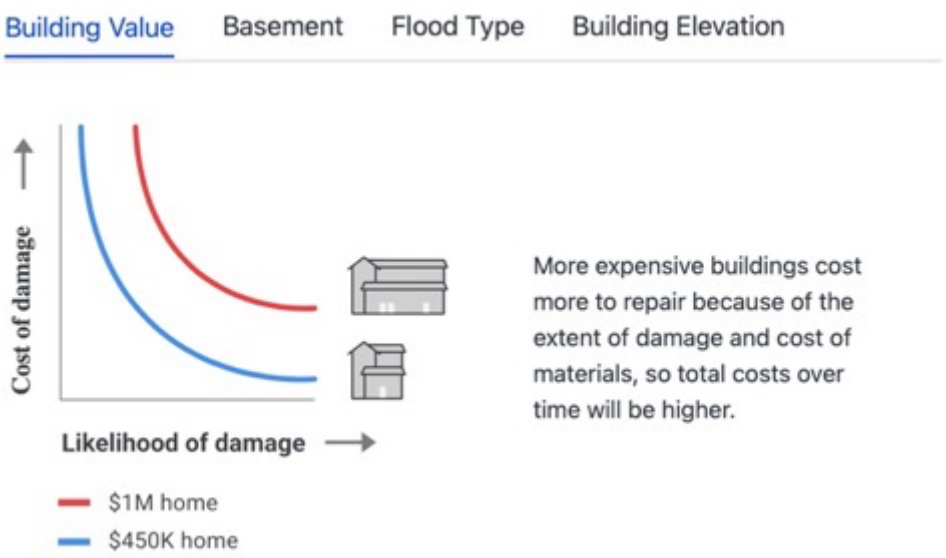


While it is still possible for properties with a Flood Factor® of 1 (minimal) to flood, these properties have a less than 0.2% chance of flood water reaching the building in every analyzed year.

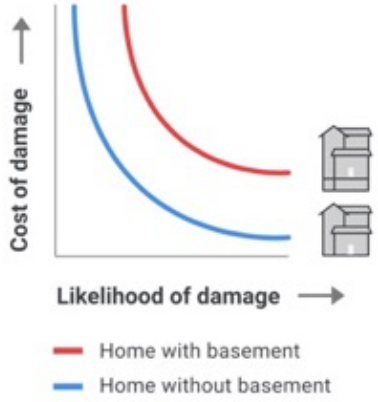
Average annual loss data provides a powerful way to understand flood risk by evaluating it in terms of its potential dollar cost to property owners. The annual flood damage cost estimates refer to how much, on average, a property-owner could expect to pay in repair costs from flood damage to their building in a given year. It is calculated based on a property's flood risks, the likelihoods and depths of flooding projected for a building and building characteristics, such as property type, elevation, materials, and building value. These estimates do not include costs to replace damaged contents, and do not consider inflation. Because the risk of loss changes as environmental conditions change, these costs generally increases over time alongside flood risk to a property.

To assess average annual loss, First Street Foundation applied its comprehensive, property specific flood model to historical data from the United States Army Corps of Engineers, which tracks flooding to properties at various depths and combines this data with records of FEMA insurance claims.

Sample of contributing factors to higher annual flood damage estimates:

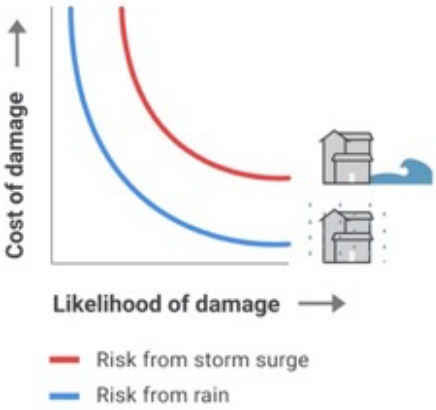


Building Value | Basement | Flood Type | Building Elevation



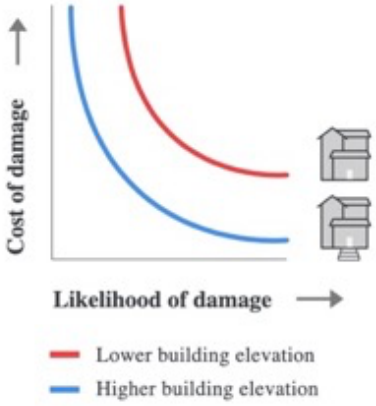
Buildings with basements will suffer more damage in the event of a flood and cost more over time.

Building Value | Basement | Flood Type | Building Elevation



Different types of floods can cause more damage to a building and cost more to repair.

Building Value | Basement | Flood Type | Building Elevation



The higher a building's first floor elevation, the less damage it would experience in the event of a flood, reducing its total annual flood costs.

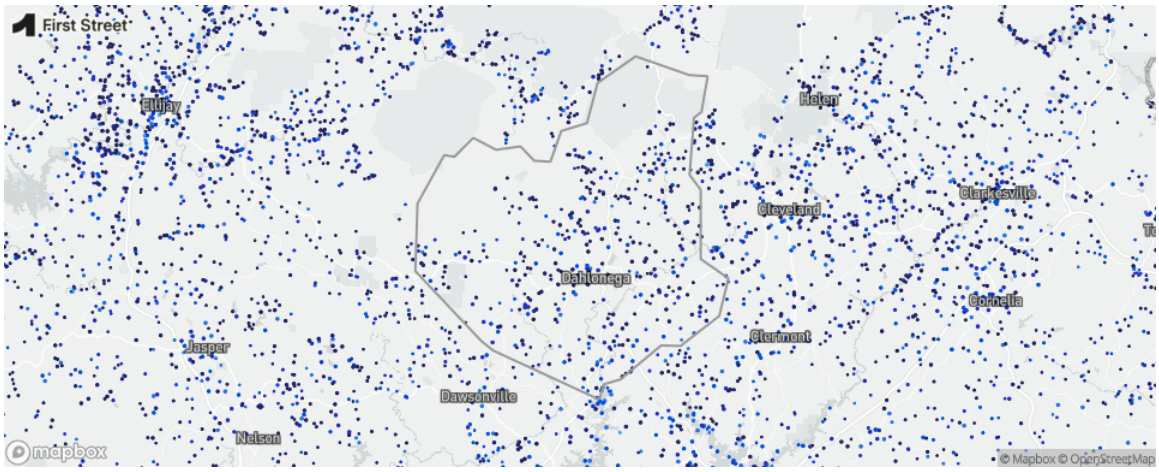
Each assessment is based directly on a property's probability of flooding, so it is relative to each property's unique risk. The damage costs are also relative to a property's value; so homes with higher risks and/or higher values will have higher average annual loss estimates. Other variables, such as ground floor elevation and the presence of a basement can also impact the depth to damage relationship, and can be adjusted on the property-level to provide more precise estimates.

The creation of the First Street Foundation Flood Model required an unprecedented partnership of more than 80 world-renowned scientists, technologists and analysts. The data the model produces undergoes multiple reviews and must pass comprehensive check-points before being made publicly available. Where possible, data has been validated against historic flood reports and government flood claims. In developing its flood model, First Street Foundation created the first national adaptation database, including more than 40 different adaptation types, which is used to both inform and validate flood projections. All methods used by the First Street Foundation Flood Model have undergone an expert academic panel review and have been submitted to scientific peer-review journals.

First Street Foundation has made its flood model's full technical methodology available to the public because it supports scientific collaboration and data transparency. The First Street Foundation Flood Model will continue to incorporate feedback and expand its model over time, including an annual data update. Since its release in June 2020, Flood Factor® has continued to improve its data quality and site experience. As new data and model improvements become available, some properties may see changes in their flood risks. See the Help Center for more information on past updates.

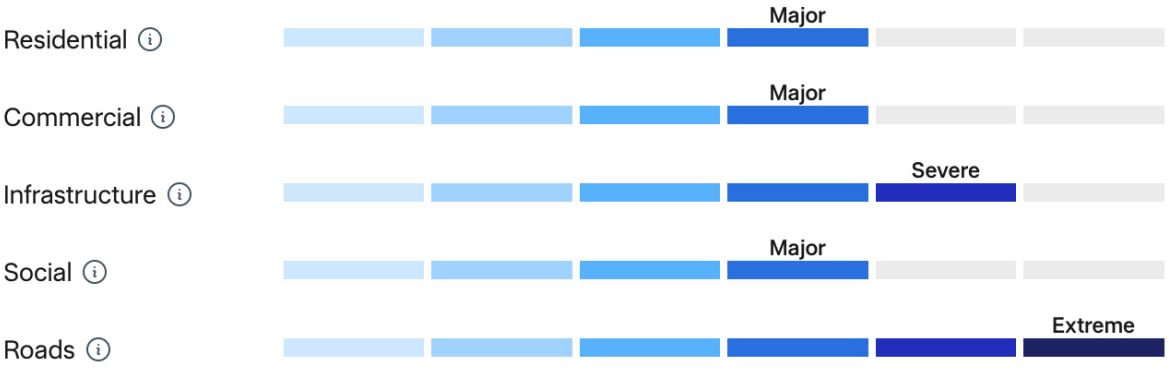
Note: This plan utilizes research from The First Street Foundation and RiskFactor. This information may be reformatted or rearranged for stylistic or other administrative purposes. Licensing and other legal information related to the use of this information can be accessed from the following page: https://creativecommons.org/licenses/by-nc-sa/4.0/#

The Extent of Flooding Risks for Lumpkin County



Community Impact from Flooding in Lumpkin County

In addition to property damage, flooding can cut off access to utilities, emergency services, transportation, and may impact the overall economic well-being of an area. Overall, **Lumpkin County** has a **major** risk from flooding. To determine community impact from flooding, the operational risk for today and in 30 years is calculated for all properties in the community based on the property use and flooding depth. This includes special calculations for **hospitals, power stations, police stations, fire stations, airport, roads**, and other critical infrastructure.



Anticipating Changes in Flood Risk for Lumpkin County

Deeper floods from major events like hurricanes are less likely to occur but affect more properties than more shallow flood events, like heavy rains. As Lumpkin County feels the effects of a changing environment, however, events of all kinds will affect more properties within the community.

If a low-likelihood storm resulting in severe flooding (a 1-in-100 year flood event), occurred today, it could affect **1,754** properties in Lumpkin County. This type of event has a 26% chance of occurring at least once over the life of a 30 year mortgage. 30 years from now, an event of this same likelihood would affect **1,786** properties due to a changing environment.

Depth of flooding (ft.)

This year ⟷ In 30 years



0 | 0.5 | 1 | 2 | 3+

Properties at risk

1,754	1,786
Today	In 30 years

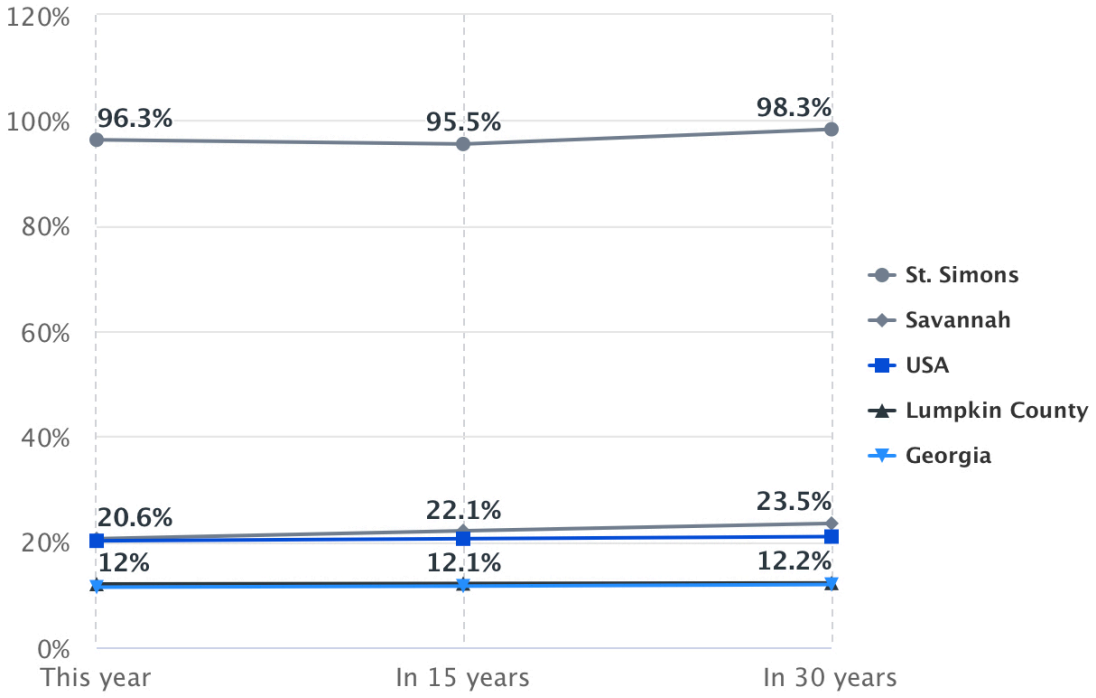
Note: 154 properties in this area are protected by an adaptation. While the above projections take into account this reduction, risks may substantially increase in the event of failure.

Lumpkin County Flood Risk Ranking and Trends

This year **12%** of properties in **Lumpkin County** have risk of flooding. In 30 years **12.2%** of properties in **Lumpkin County** will have risk of flooding.

Climate change is producing higher seas and stronger storms which is increasing flooding across the US. Learn more.

Percent of properties at risk from flooding



Cities in Georgia with high flood risk
St. Simons, Tybee Island, Montgomery

Cities in Georgia with low flood risk
Savannah, Roswell, Warner Robins

Lumpkin County FEMA Zones and Insurance

Flood Factor and FEMA zones are two independent risk assessments. Learn more

Number of Properties at Risk from Flooding

First Street integrates all major flood types (from tides, coastal surges, rains, and rivers) and uses historical flooding events to calculate risk, in addition to considering future environmental changes.

First Street

Major or Higher



1,972 Total: 17,657

In contrast, **FEMA** does not currently map two-thirds of U.S. rivers or account for heavy rainfall or new development away from rivers or in urban areas because it is expensive and labor intensive.

FEMA

Special Flood Hazard Area (Zone A or V)

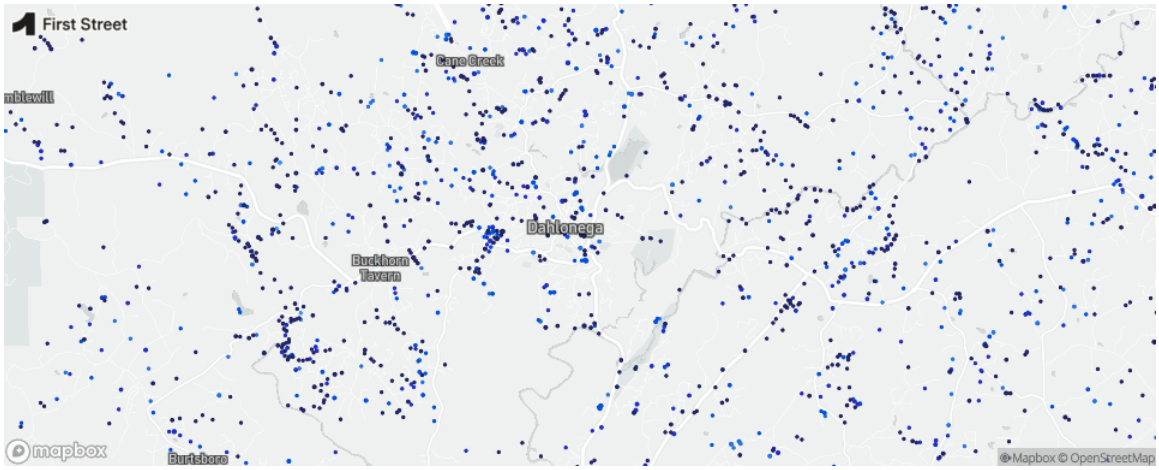


219 Total: 17,657

Lumpkin County Flood Sources

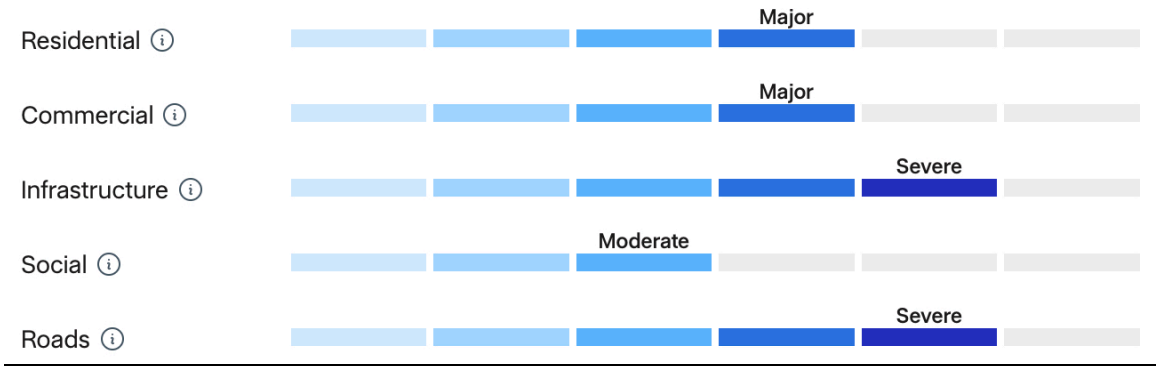
FLOOD TYPE	DESCRIPTION	PROTECTIONS AGAINST FLOOD TYPE
River	Flooding resulting from the overflow of rivers or streams due to heavy rainfall or snowmelt, inundating adjacent land areas.	Floodwall, Levee, Dikes, Dams
Precipitation	Flooding caused by excessive rainfall, leading to surface water accumulation in urban or rural areas.	Floodwall, Levee
Coastal	Flooding occurring when seawater inundates coastal areas, typically due to storm surges, high tides, or sea-level rise.	Seawalls, Living breakwaters

The Extent of Flooding Risks for the City of Dahlonega



Community Impact from Flooding in Dahlonega

In addition to property damage, flooding can cut off access to utilities, emergency services, transportation, and may impact the overall economic well-being of an area. Overall, the city of **Dahlonega** has a **major risk from flooding**. This is based on the level of risk the properties face rather than the proportion of properties with risk. To determine community impact from flooding, the operational risk for today and in 30 years is calculated for all properties in the community based on the property use and flooding depth. This includes special calculations for hospitals, power stations, police stations, fire stations, airport, roads, and other critical infrastructure.



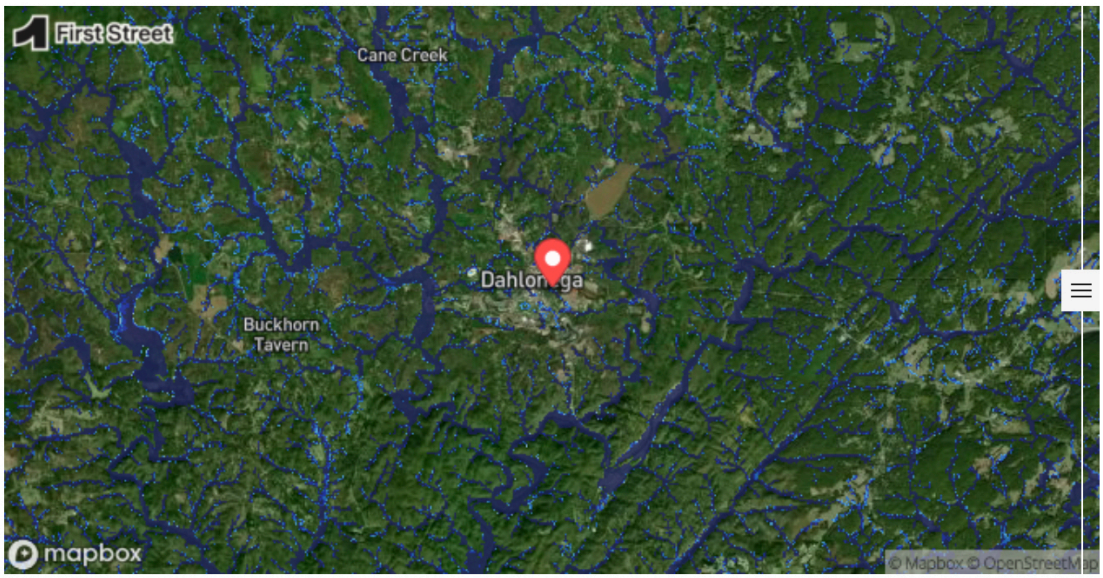
Anticipating Changes in Flood Risk for Dahlonega

Deeper floods from major events like hurricanes are less likely to occur but affect more properties than more shallow flood events, like heavy rains.

While this risk is expected to remain constant over the next 30 years, this type of event has a 26% chance of occurring at least once over the life of a 30 year mortgage.

Depth of flooding (ft.)

This year ⟷ In 30 years



0 | 0.5 | 1 | 2 | 3+

Properties at risk

155	157
Today	In 30 years

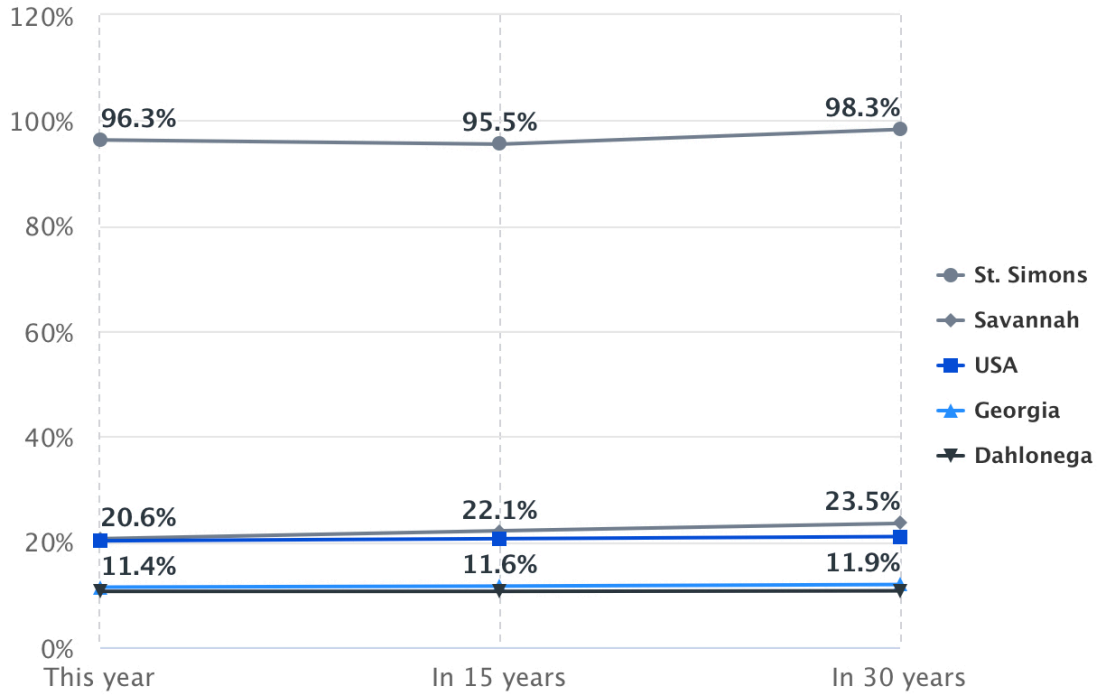
Note: 3 properties in this area are protected by an adaptation. While the above projections take into account this reduction, risks may substantially increase in the event of failure.

Dahlonega Flood Risk Ranking and Trends

This year **10.6%** of properties in **Dahlonega** have risk of flooding. In 30 years **10.7%** of properties in **Dahlonega** will have risk of flooding.

Climate change is producing higher seas and stronger storms which is increasing flooding across the US. Learn more.

Percent of properties at risk from flooding



Cities in Georgia with high flood risk
St. Simons, Tybee Island, Montgomery

Cities in Georgia with low flood risk
Savannah, Roswell, Warner Robins

Dahlonega FEMA Zones and Insurance

Flood Factor and FEMA zones are two independent risk assessments. Learn more

Number of Properties at Risk from Flooding

First Street integrates all major flood types (from tides, coastal surges, rains, and rivers) and uses historical flooding events to calculate risk, in addition to considering future environmental changes.

First Street

Properties with Major or Higher



206 Total: 2,113

In contrast, **FEMA** does not currently map two-thirds of U.S. rivers or account for heavy rainfall or new development away from rivers or in urban areas because it is expensive and labor intensive.

FEMA

Properties in Special Flood Hazard Area (Zone A or V)



24 Total: 2,113

Dahlonega Flood Sources

FLOOD TYPE	DESCRIPTION	PROTECTIONS AGAINST FLOOD TYPE
River	Flooding resulting from the overflow of rivers or streams due to heavy rainfall or snowmelt, inundating adjacent land areas.	Floodwall, Levee, Dikes, Dams
Precipitation	Flooding caused by excessive rainfall, leading to surface water accumulation in urban or rural areas.	Floodwall, Levee
Coastal	Flooding occurring when seawater inundates coastal areas, typically due to storm surges, high tides, or sea-level rise.	Seawalls, Living breakwaters

NCDC records show that 16 flood events occurred within the County over the past fifty years, which equates to a 32% annual frequency based upon reported events. The more recent twenty-year history presents a much more active picture with a 80% annual frequency. In addition, it is clear that NCDC data does not account for what is probably dozens of smaller flood events. There are also no records at the local level for such events, even though members of the HMPC have a general recollection of some of them, albeit without dates or depth data. As a result, the NCDC data is incomplete and cannot be relied upon in any significant way. The following chart provides annual frequency of reported events over the past five, ten, twenty, and fifty-year periods. The most recent five-year period, covering the span of time since the last update to this Plan, is highlighted in gold.

Lumpkin County – Flooding Frequency (based on Reported Events)				
Time Period	**5yrs (2020-2024)**	**10yrs (2015-2024)**	**20yrs (2005-2024)**	**50yrs (1975-2024)**
Number of Reported Events	**3**	**10**	**16**	**16**
Frequency Average per Year	**0.60**	**1.00**	**0.80**	**0.32**
Frequency Percent per Year	**60%**	**100%**	**80%**	**32%**

Lumpkin County (CID No. 130354) and the City of Dahlonega (CID No. 130129) each participate in the National Flood Insurance Program (NFIP) and follow the Program guidelines to ensure future development is carried out in the best interests of the public. According to NFIP guidelines, each jurisdiction has executed a Flood Damage Prevention Ordinance. The purpose of this ordinance is to minimize the loss of human life and health as well as to minimize public and private property losses due to flood conditions. The ordinance requires that potential flood damage be evaluated at the time of initial construction of structures, facilities and utilities, and that certain uses be restricted or prohibited based on this County evaluation. The ordinance also requires that potential homebuyers be notified that property is located in a flood area. In addition, all construction must adhere to the Georgia State Minimum Standard Codes (Uniform Codes Act). The minimum standards established by these codes provide reasonable protection to persons and property within structures that comply with the regulations for most natural hazards.

A Flood Insurance Rate Map (FIRM) is the official flood hazard map developed by Federal Emergency Management Agency that identifies areas at varying levels of flood risk. FIRM maps delineate flood zones, special flood hazard areas, base flood elevations, and floodways, and are used to support floodplain management, building and development decisions, and the determination of flood insurance requirements and premiums. They provide property owners, lenders, insurers, and local governments with a standardized reference for assessing flood risk. The latest FIRM maps adopted for the jurisdictions covered within this plan are as follows:

- Lumpkin County – April 2nd, 1991.
- City of Dahlonega – September 18th, 1991

As a participating community in the NFIP**,** a local government is required to designate an individual, department, or agency responsible for administering and enforcing the community's floodplain management obligations. This designee serves as the primary point of contact for floodplain-related matters and is responsible for implementing local floodplain regulations, reviewing development proposals within flood hazard areas, maintaining required records, coordinating with state and federal agencies, and ensuring ongoing compliance with NFIP requirements. Designating a responsible official or agency helps ensure that flood risk management commitments are consistently administered and that the community remains eligible for participation in the NFIP and access to federally backed flood insurance. Presently, the designees for the jurisdictions covered within this plan are as follows:

- Lumpkin County: Lumpkin County Planning Department Director
- City of Dahlonega: City of Dahlonega City Manager

Following a flood event, the Floodplain Administrator for each jurisdiction shall perform the duties outlined below in accordance with applicable local ordinances.

Lumpkin County:

Duties of the planning director shall include, but not be limited to:

(1) Review of proposed development to ensure that the permit requirements of this article have been satisfied.
(2) Review of proposed development to ensure that all necessary permits have been received from governmental agencies from which approval is required by federal or state law, including section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 USC 1344. Copies of such permits are required to be provided and maintained on file.
(3) Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding.
(4) When base flood elevation data or floodway data have not been provided in accordance with section 16-25, obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other sources in order to administer the provisions of division 3 of this article.
(5) Review and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the lowest floor, including basement, of all new or substantially improved structures in accordance with section 16-71(b)(2).
(6) Review and record the actual elevation, in relation to mean sea level to which any new or substantially improved structures have been floodproofed, in accordance with section 16-71(b)(2).
(7) When floodproofing is utilized for a structure, obtain certification of design criteria from a registered professional engineer or architect in accordance with sections 16-71(b)(1)c. and 16-104(2) or 16-106(2).

(8) Make substantial damage determinations following a flood event or any other event that causes damage to structures in flood hazard areas.
(9) Notify adjacent communities and the state department of natural resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).
(10) For any altered or relocated watercourse, submit engineering data/analysis within six months to the FEMA to ensure accuracy of community flood maps through the letter of map revision process. Ensure flood-carrying capacity of any altered or relocated watercourse is maintained.
(11) Make the necessary interpretation where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

City of Dahlonega:

Duties of the city manager or his designee shall include, but shall not be limited to:

(1) Review proposed development to ensure that the permit requirements of this article have been satisfied.
(2) Review proposed development to ensure that all necessary permits have been received from governmental agencies from which approval is required by federal or state law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334. Require that copies of such permits be provided and maintained on file.
(3) Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding.
(4) When base flood elevation data or floodway data have not been provided in accordance with section 107-32, then the city manager or his designee shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other sources in order to administer the provisions of division 3 of this article.
(5) Review and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the lowest floor, including basement, of all new or substantially improved structures in accordance with section 107-65(b)(2).
(6) Review and record the actual elevation in relation to mean sea level to which any new or substantially improved structures have been floodproofed, in accordance with section 107-65(b)(2).
(7) When floodproofing is utilized for a structure, the city manager or his designee shall obtain certification of design criteria from a registered professional engineer or architect in accordance with section 107-65(b)(1)(c) and section 107-117(2) or 107-119.
(8) Make substantial damage determinations following a flood event or any other event that causes damage to structures in flood hazard areas.
(9) Notify adjacent communities and the state department of natural resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).

(10) For any altered or relocated watercourse, submit engineering data/analysis within six months to FEMA to ensure accuracy of community flood maps through the letter of map revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.
(11) Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the city manager or his designee shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
(12) All records pertaining to the provisions of this article shall be maintained in the office of the city manager or his designee and shall be open for public inspection.

According to the National Flood Insurance Reform Act, a repetitive loss structure is defined as "…a building covered by a contract for flood insurance that has incurred flood-related damages on two occasions during a 10-year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded 25 percent of the market value of the building at the time of each such flood event." **As of September 2025, there are <u>two</u> official residential Repetitive Loss Structures on file for Lumpkin County and the City of Dahlonega, one within each jurisdiction.** A**t this time there are no Severe Repetitive Loss structures on file.**

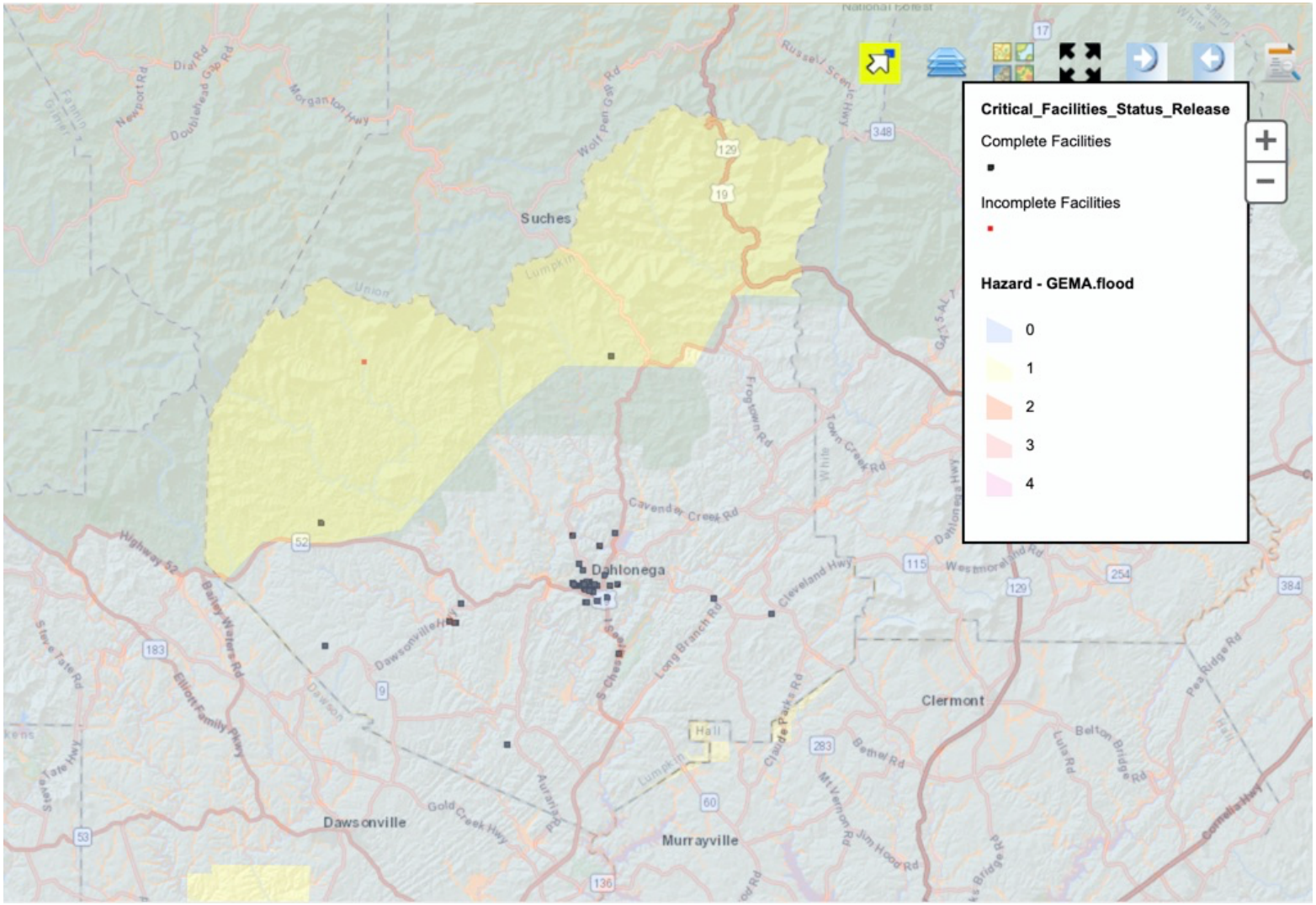
IMPORTANT NOTICE: *The information contained in GMIS records related to repetitive loss structures is legally privileged and confidential. Its use is protected under the Privacy Act of 1974, 5 U.S.C. section 552(1). Use of the information is restricted to applicable Routine Use(s) cited in the Systems Notice published at 67 FR 3193, January 23, 2003. The information should be used consistent with the purpose for which the records were released as stated in the applicable Routine Use(s) cited herein. As such, we are unable to divulge the following information to anyone other than as specifically indicated by the applicable Routine Use authorizing the release of the information: Property Address, Loss Dates or Amounts. We do provide some summarization of the information below, which is absolutely sufficient for the purposes of this plan.*

Community Name	CID No.	Number of repetitive loss locations
Lumpkin County	130354	1
City of Dahlonega	130129	1

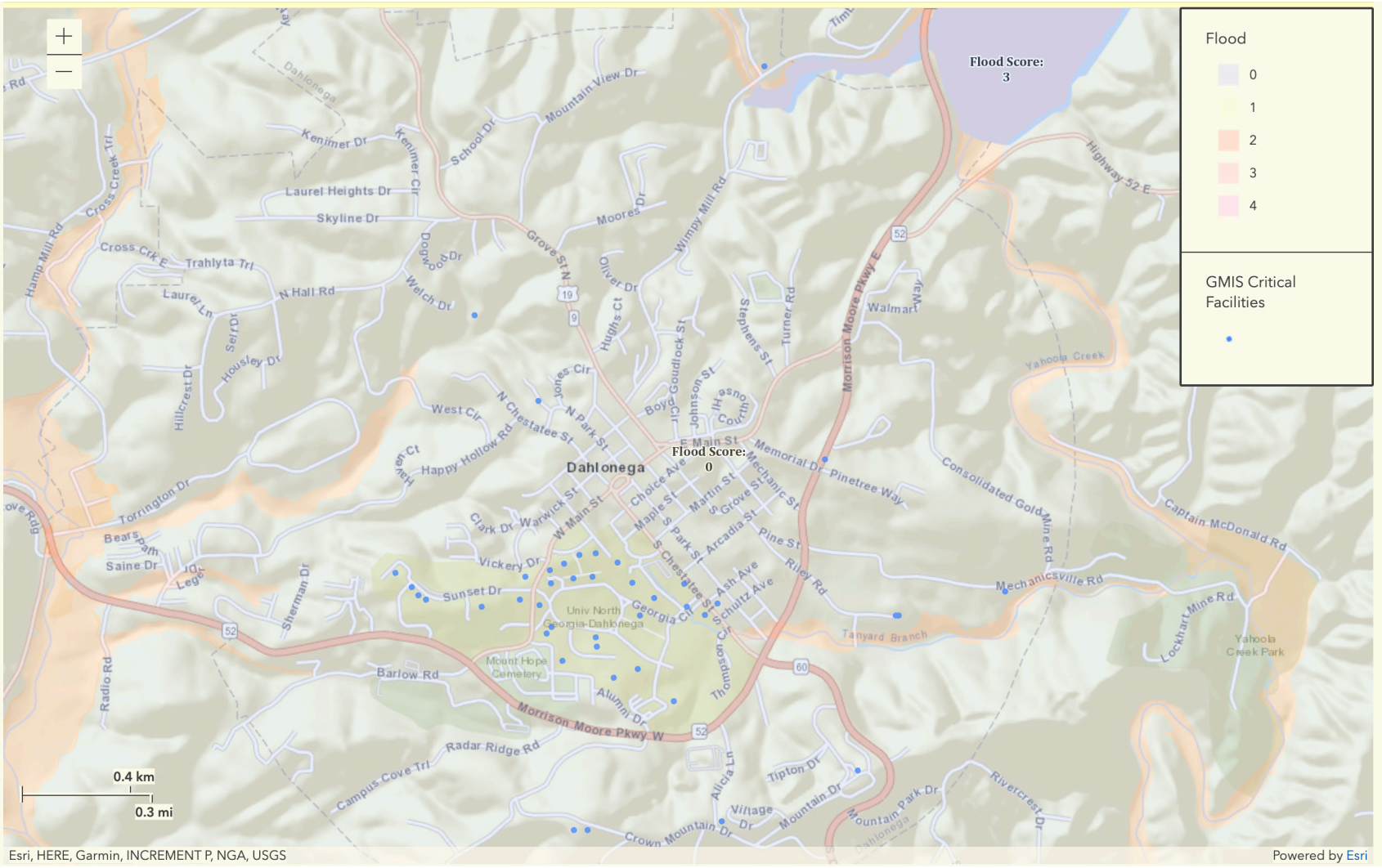
C. Assets Exposed to Hazard – In evaluating assets that may potentially be impacted by the effects of flooding, the HMPC determined that, although all critical facilities, public and private property are potentially susceptible to flooding, structures most susceptible are generally located within the vicinity of the Chestatee River, Etowah River, Yahoola Creek and Ward Creek (both of which flow into the reservoir which includes Ted Taft Copeland Dam), Cane Creek, Clay Creek, Hurricane Creek, and other tributaries that empty into the Chestatee and Etowah Rivers Other areas affected by flooding were associated with storm drain systems within Lumpkin County and the City of Dahlonega.

The GEMA maps that follow identify the locations of critical facilities in relationship to the known flooding hazard areas located within the County and each City. Flood hazard score legend is located at the end of the maps sequence.

Lumpkin County



City of Dahlonega



Flood hazard score legend

The flood hazard scores are derived from the FEMA Q3 "Zone" values. The Q3 layer is derived from the FEMA paper flood insurance rate maps. Although the resolution is 1:24,000, which has an allowable error of 40 feet, FEMA recommends using 250 feet as the potential error. This layer cannot be used for a legal flood determination.

Score	Original Value	Description
4	Floodway	Floodway (within zone AE)
	V	1% with Velocity no Base Flood Elevation (BFE)
	VE	1% with Velocity BFE
3	A	1% Annual Chance no BFE
	A99	1% Federal flood protection system
	AE	1% has BFE
	AH	1% Ponding has BFE
	AO	1% Sheet Flow has depths
	AR	1% Federal flood protection system
2	X500	0.2% Annual Chance
1	ANI	Area not included in survey
	D	Undetermined but possible
0	UNDES	Undesignated
	X	Outside Flood Zones

D. Estimate of Potential Losses – For loss estimate information, please refer to the Critical Facilities Database (Appendix A).

E. Multi-Jurisdictional Concerns – Any portion of Lumpkin County including the City of Dahlonega can potentially be impacted by flooding. According to GMIS flood maps and other data within this Plan, the County and City each have significant flood-prone areas within their jurisdictions.

Within Lumpkin County, the most flood prone areas are located in the vicinity of Buffington Rd, Cain Bridge Rd, Empire Dr, Col. Farrow Rd, Fox Hollow Rd, SR60 at SR400, SR60 in front of the Dollar General store, Little Mountain Rd at Woods Dr, Reid Chapman Rd, Wahoo Creek Rd, Horton Rd, Jay Bridge Rd, Johnny Collins Rd, Lumpkin County Pkwy, Pecks Mill Creek Rd, Rider Mill Rd, Roy Grindle Rd, Walnut Valley Dr, Walter Caldwell Rd, Willow Pond Rd, and Winters Mountain Rd.

Within the City of Dahlonega, the most flood prone areas are located in the vicinity of Golden Ave, West Circle, Barlow Rd, Wimpy Mill Picnic Area on Wimpy Rd, Park St, Martin St, and SR60 at the Chestatee River. Two of the City's main concerns are the Chestatee River and localized flooding due to a clogged or undersized storm drain system.

Any mitigation steps taken related to flooding will be pursued on a countywide basis and include the City of Dahlonega. Over time, various funding sources, including local and CDBG funding, have been utilized to mitigate potential flood damage in Lumpkin County and the City of Dahlonega. This includes improvements to drainage systems and storm sewer systems. Historical records and recommendations from engineering sources are used during updates to the Hazard Mitigation Plan to help develop or update mitigation actions related to flooding.

Article IX, Section II of the Constitution of the State of Georgia and Section 36-1-20(a) of the Official Code of Georgia Annotated have delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. The following is a description of how participants in the NFIP implement floodplain management regulations both before and after an event including any substantial improvement/substantial damage provisions.

Each community appoints a representative to serve as the designee that enforces the National Flood Insurance Program requirements and flood prevention within it's jurisdiction. Each entity reviews all permit applications or zoning complaints for their respective jurisdictions. Permits are not approved until signed off as compliant with all building codes and NFIP requirements. As the agencies that implement the addressed commitments and requirements of the NFIP, they also administer and oversee the process of substantial improvement/substantial damage 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.

F. Climate – Climate has always changed over time because of natural reasons like volcanic activity, solar radiation variations, and shifts in Earth's orbit. These changes happen slowly and result in temperature shifts, different rain patterns, and sea level changes. Other things like the makeup of the atmosphere and how continents are arranged also affect climate change over long periods. Lately, there's been a debate about how much human activities, like burning fossil fuels and cutting down forests, affect climate change. Some say natural factors are the main drivers, while others say human actions have a big impact. Most people think the truth is somewhere in the middle. But for this plan, what's causing climate change is largely irrelevant. One county can't modify the Earth's climate. Furthermore, any changes in climate probably won't change which natural hazards occur in Lumpkin County. It is more likely to make the natural hazards we already deal with, such as flooding, occur more frequently or at a greater magnitude. If that does occur, it will become evident in the hazards history and frequency data used in this plan.

G. Vulnerable Populations - Vulnerable populations in Lumpkin County and the City of Dahlonega, each in very similar ways, may experience the impacts of natural hazards, including flooding, differently than the rest of the population due to a variety of factors that increase their susceptibility to harm. These factors can include socioeconomic status, age, disability, race, language barriers, and housing conditions. Here's a brief summary of how these populations might be affected differently:

Elderly and Disabled Populations: Older adults and individuals with physical or cognitive disabilities may have mobility challenges, which can make evacuation during emergencies more difficult. They may also have higher health risks during extreme weather events like heatwaves, floods, or storms, and may not have access to necessary medical care during such events.

Low-Income Communities: Low-income households often lack the resources to prepare for or recover from natural disasters. This includes limited access to flood insurance, poor housing conditions that may not be resilient to storms, and difficulty accessing emergency services. These individuals may also be more likely to live in areas prone to hazards, such as floodplains or areas with inadequate infrastructure.

Racial and Ethnic Minorities: Racial and ethnic minorities may face higher levels of vulnerability due to limited access to healthcare, education, and social services. In some cases, these populations may be more likely to live in high-risk areas (such as floodplains) or in substandard housing that is less resilient to natural hazards.

Non-English Speakers: Individuals who speak limited or no English may face difficulties in understanding emergency warnings, evacuation instructions, or access to resources. Lack of access to multilingual communication can exacerbate their vulnerability during natural hazard events.

Homeless Individuals: Homeless individuals are especially vulnerable during natural hazards, as they may not have access to shelters or safe places to seek refuge during

extreme weather events. They may also lack the ability to store supplies or evacuate to a safe location.

Children: Children are particularly vulnerable to the impacts of natural hazards due to their developmental stage and reliance on caregivers. They may also face challenges in evacuation due to age or disability and may be at higher risk for trauma and health issues in the aftermath of a disaster.

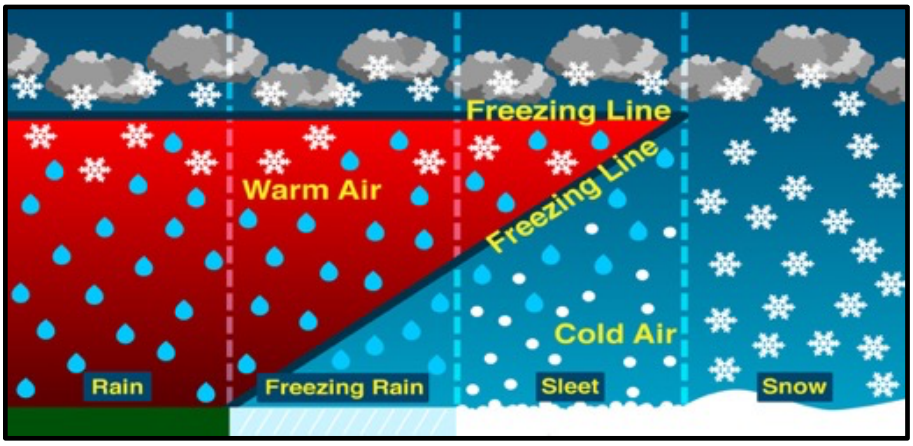
In general, vulnerable populations may experience greater exposure, fewer resources for mitigation and recovery, and more severe consequences from natural hazards compared to the rest of the population. This highlights the need for inclusive disaster planning, preparedness, and response strategies that address the specific needs of these groups.

H. Hazard Summary – Severe flooding has the potential to inflict significant damage within Lumpkin County. Mitigation of flood damage requires the community to have knowledge of flood-prone areas, including roads, bridges, bodies of water, and critical facilities, as well as the location of the County's designated shelters. The Lumpkin County HMPC identified flooding as a hazard requiring mitigation measures and identified specific mitigation goals, objectives and action items they deemed necessary to lessen the impact of flooding. These findings are found in *Chapter 5*.

2.4 Winter Storms



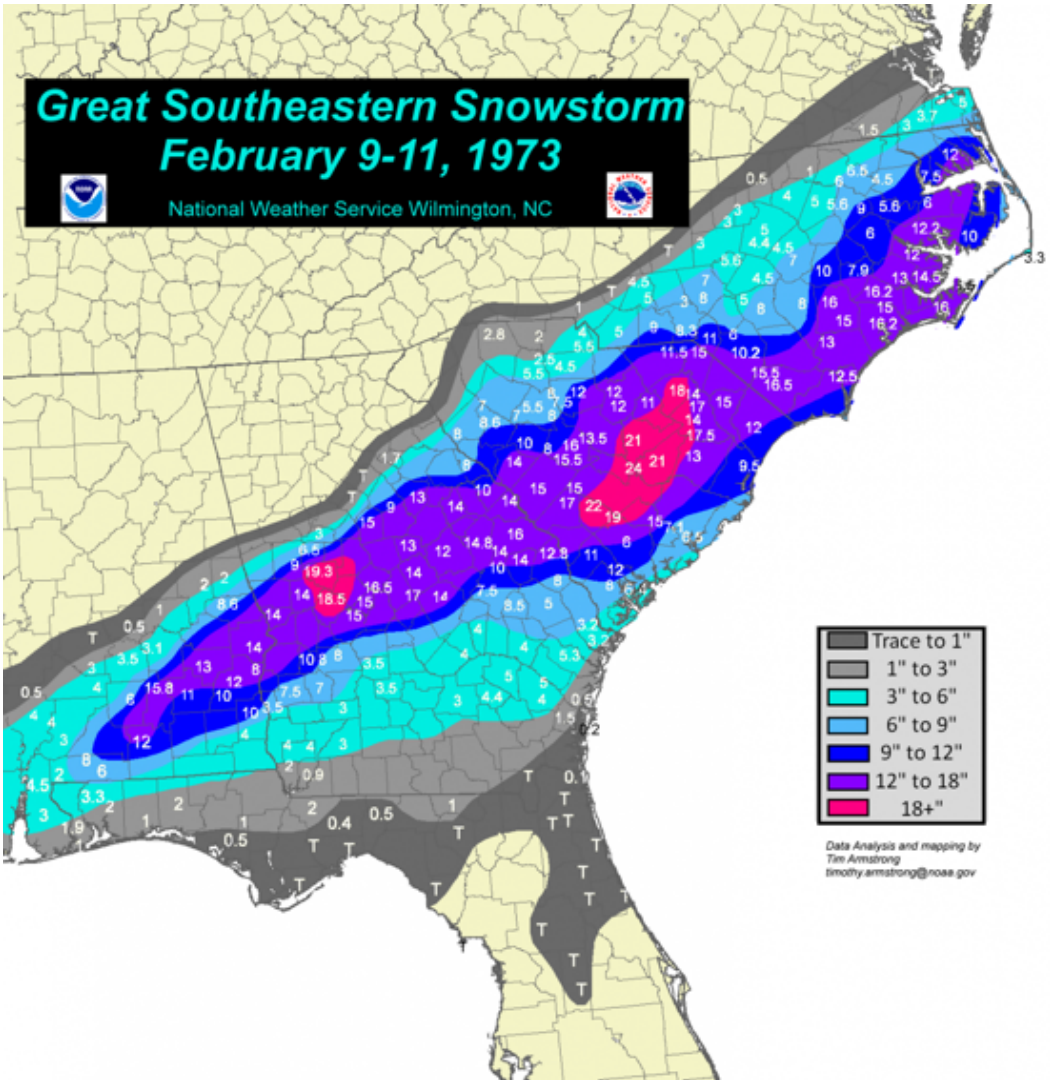
A. Hazard Identification – The Lumpkin County HMPC researched historical data from the National Climatic Data Center, The National Weather Service, as well as information from past newspaper articles and various online resources relating to winter storms in Lumpkin County. Winter storms bring the threat of freezing rain, ice, sleet, snow and the associated dangers. A heavy accumulation of ice, especially when accompanied by high winds, devastates trees and power lines. Such storms make highway travel or any outdoor activity extremely hazardous due to falling trees, ice, and other debris. The diagram below demonstrates the formation of these different forms of precipitation.



B. Hazard Profile – Although winter storms occur relatively infrequently, they have the potential to wreak havoc on the community when they do strike. Winter storms within Lumpkin County typically cause damage to power lines, trees, buildings, structures, and bridges, to varying degrees. Portions of the County with higher elevations have highways with steep grades, resulting in very hazardous travel conditions when they are covered with frozen precipitation. Another hazard exists due to the large tree population. Trees and branches weighed down by snow and ice become very dangerous to person and property.

February 9-11, 1973 Great Southeastern Snowstorm

One of the greatest snowstorms in Southeastern United States history occurred February 9-11, 1973. This storm dropped one to two feet of snow across a region that typically sees only an inch or two of snow per year. New all-time snowfall records were established in a number of locations in Georgia, North Carolina and South Carolina. Measurable snow fell along the Gulf Coast from Texas to Florida.



Deep South of Nation Is Knee-Deep in Snow

ATLANTA (UPI)—A "once-in-a-hundred-years" snowstorm whipped across the Deep South today, blanketing the Mississippi Gulf Coast and dumping nearly a foot of snow on the midsection of Georgia.

The storm, rolling rapidly out of Louisiana, was blamed for three traffic deaths as it whipped through Mississippi and Alabama and spawned a line of squalls in Florida that damaged half a dozen homes near Stuart.

Eleven inches of snow was on the ground at Macon and the city was practically snowbound. The mayor there declared a state of emergency.

The National Guard was called out to rescue stranded motorists in central and south Georgia. It was the heaviest snowfall in a decade on the Mississippi Gulf Coast

Sleet and freezing rain hit the Carolinas' coastland early today and Wilmington, N.C., was blanketed with six inches of snow.

The storm followed a beltline pattern, and except for frigid temperatures, missed Atlanta and North Georgia completely.

"This is probably what you would call a once-in-a-hundred years snow," said Columbus Mayor J. R. Allen. "And certainly the city is not equipped with snowplows and equipment for this situation."

The city measured nine inches of snow by early today.

Hazardous travel warnings were issued for northwest Florida and winds of from 25 to 30 miles an hour brought rough seas and high tides to Tampa.

South Carolina braced against sleet and freezing rain along the coastal areas and in the vicinity of Charleston and up to five inches of snow was expected today in the Aiken and Orangeburg areas.

The snow on the Mississippi Gulf Coast was the heaviest in a decade.

In Mississippi, the National Weather Service reported accumulations of two to four inches of snow along the coast and the state's highway patrol said most major bridges in the area were impassable.

Mississippi Power & Light Co. said electric service was interrupted in some areas north of the coastal region when ice accumulations snapped tree limbs and knocked down wires.

In Georgia, Columbus, Macon and Augusta reported seven inches of snow on the ground by Friday night, the heaviest ever recorded by the National Weather Service since recordkeeping was first started in 1947.

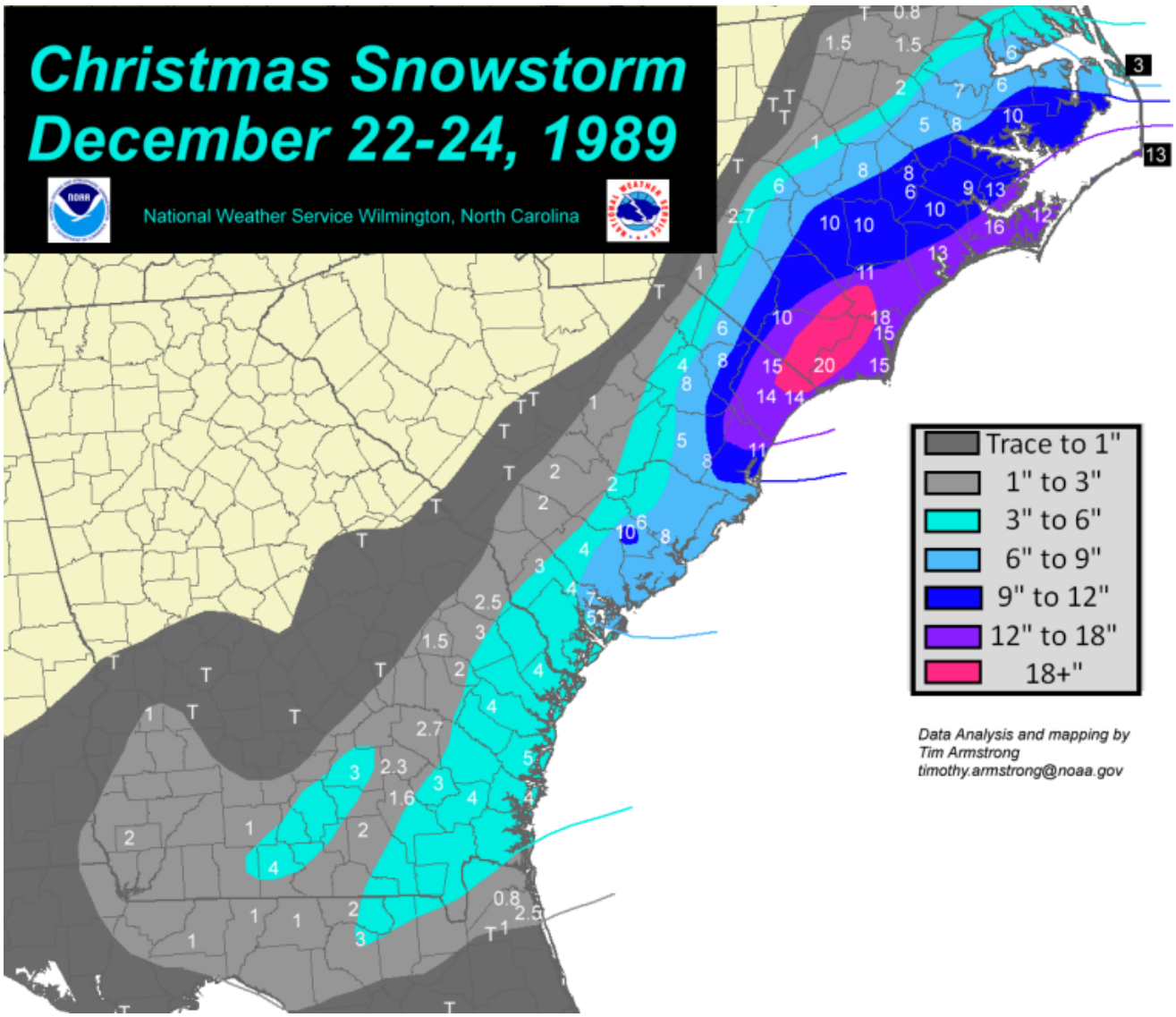
"Please get off the streets and go home for your own safety," said Columbus Mayor J. R. Allen in a special bulletin. City offices, schools and businesses shut down at noon Friday as the snow began to mount.

Georgia Gov. Jimmy Carter ordered the National Guard into rescue work on U.S. Highway 80 below Thomaston, where some 20 vehicles, including a Greyhound bus, were snowed in. The rescue teams evacuated occupants of the vehicles, sending them to a special disaster shelter for the night.

National Guard generators also provided emergency power for the hospital at Preston, in Webster County.

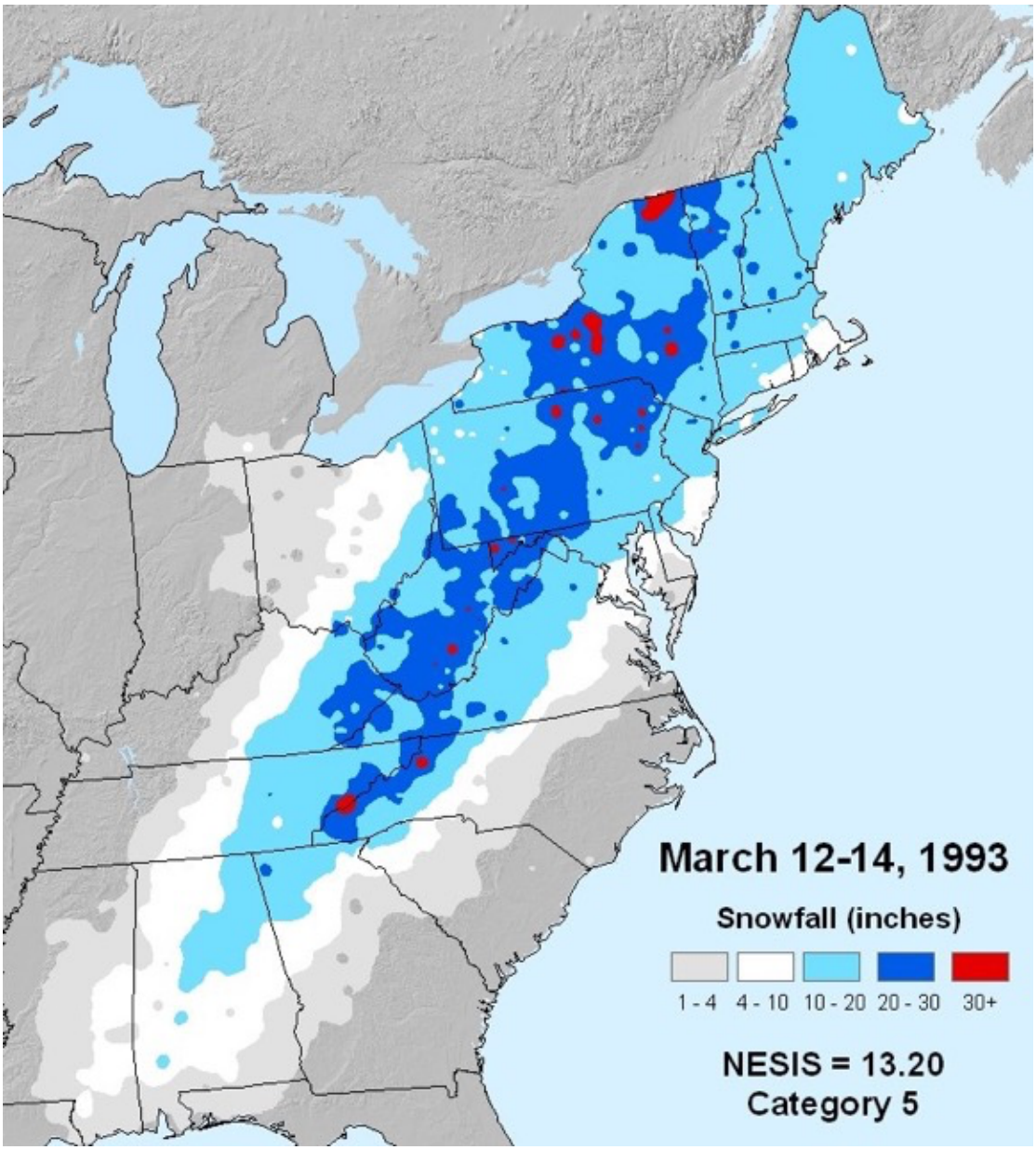
December 22-24, 1989 Christmas Snowstorm

The largest snowstorm in history for the Southeast U.S. coast occurred just before Christmas 1989. This storm broke all-time snowfall records in Wilmington (15.3 inches), Cape Hatteras (13.3 inches), Charleston (8 inches), and Savannah (3.6 inches). Measurable snow fell as far south as Jacksonville and Tallahassee, Florida, and snow flurries were reported in Tampa and near Sarasota. In addition to record amounts of snow unprecedentedly cold temperatures accompanied the storm. All-time record lows were smashed across coastal North Carolina. Arctic air flooded south into Florida as well with record lows observed all across the peninsula. Even Key West, FL reached 44 degrees tying the coldest December temperature ever seen. The Florida citrus industry suffered severe injury with newspaper reports indicating "nearly total destruction". This particular storm had little effect on Lumpkin County specifically, but shows the potential threat to the area.



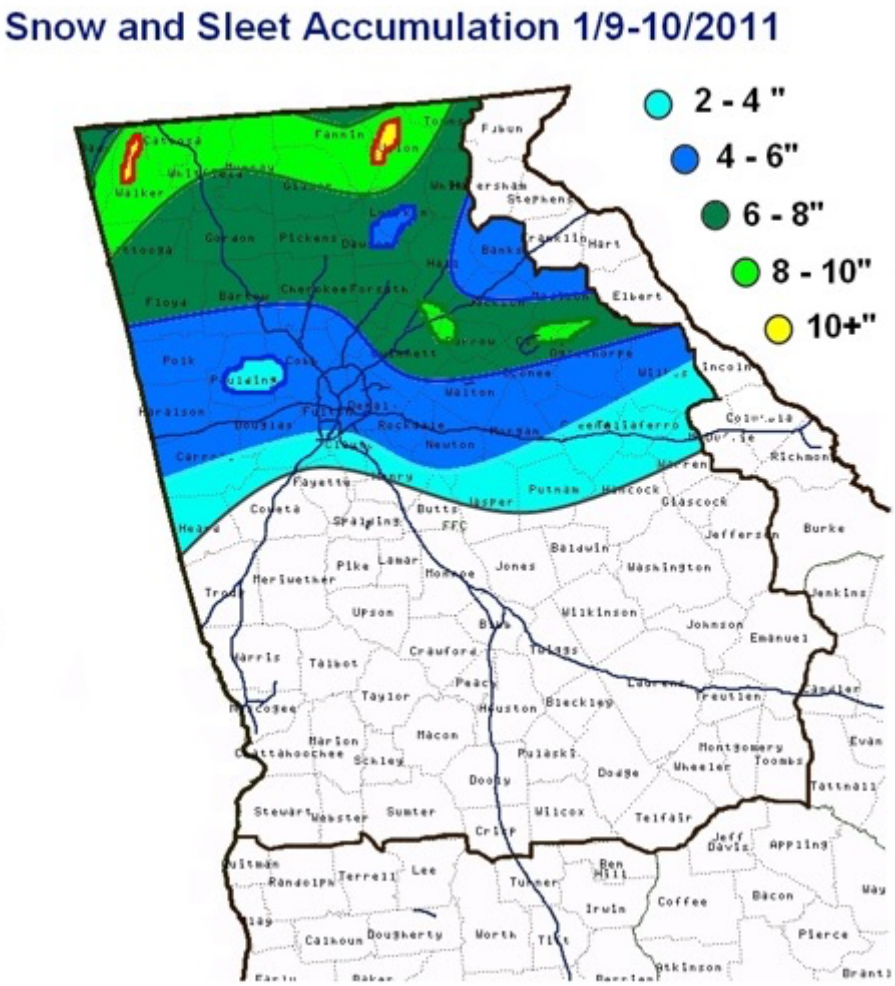
March 12-14, 1993 Storm of the Century

The Superstorm of 1993 (also called the Storm of the Century) was one of the most intense mid-latitude cyclones ever observed over the Eastern United States. The storm will be remembered for its tremendous snowfall totals from Alabama through Maine, high winds all along the East coast, extreme coastal flooding along the Florida west coast, incredibly low barometric pressures across the Southeast and Mid-Atlantic, and for the unseasonably cold air that followed behind the storm. In terms of human impact the Superstorm of 1993 was more significant than most landfalling hurricanes or tornado outbreaks and ranks among the deadliest and most costly weather events of the 20th century. Lumpkin County accumulation was between 10 and 30 inches.



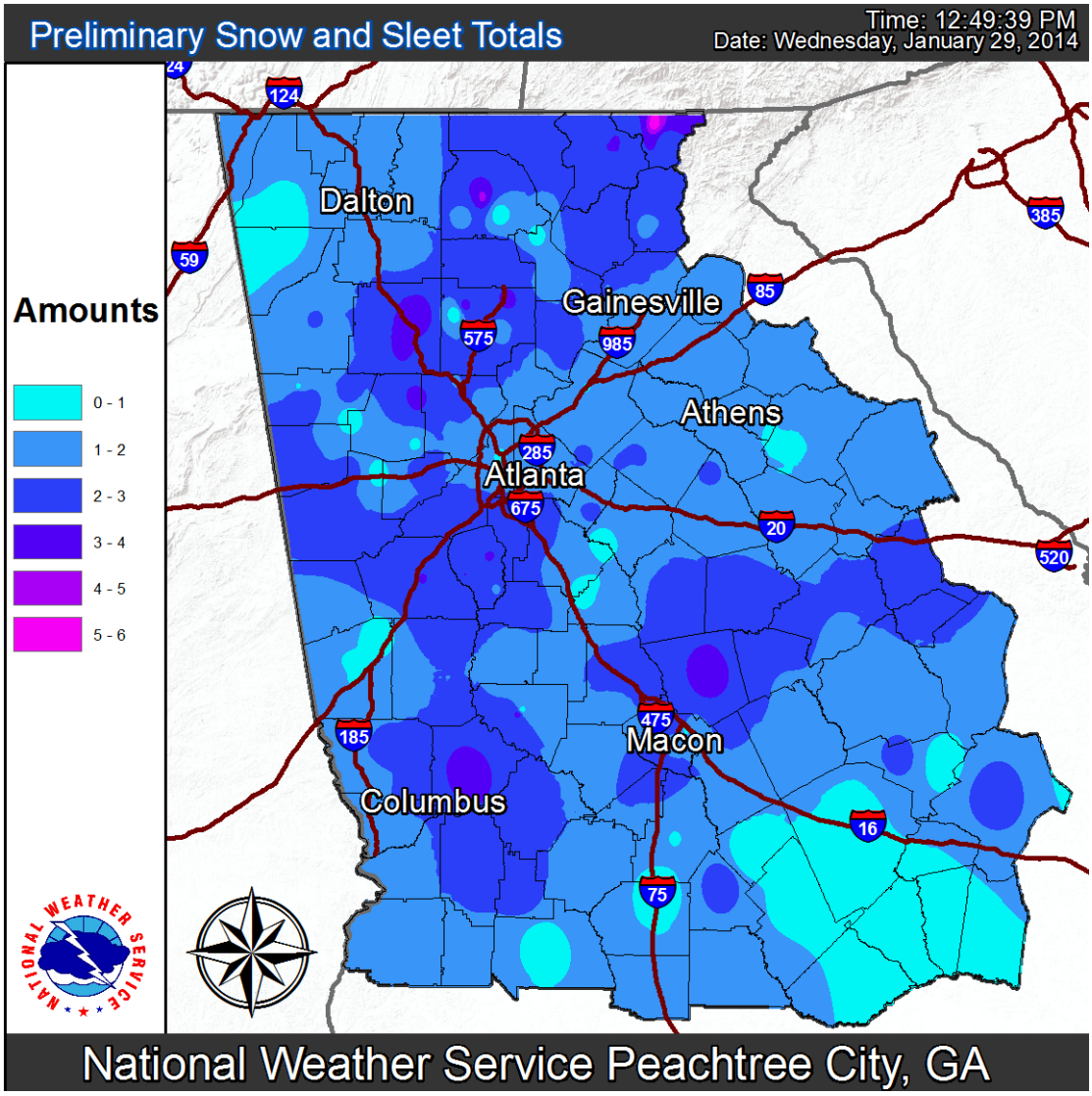
January 9-10, 2011 Winter Storm

Beginning Sunday, January 9, 2011, a mix of rain, sleet and snow fell across central Georgia, with accumulations of up to two inches. In north Georgia, where the cold air was deeper, precipitation fell in the form of mostly snow with some sleet. Between 10 p.m. and midnight on Sunday, an area of intense snow developed along and just north of the I-20 corridor, contributing to a narrow band of 6-8.5 inches total snowfall amounts in Eastern Georgia. To the north of I-20, the airmass was sufficiently cold and moist to produce widespread snowfall amounts greater than 6 inches. In the northernmost counties of Georgia, and especially at higher elevations, snowfall amounts of 8-10 inches were common. The heavier snow and sleet accumulations began tapering off by mid-day Monday, but temperatures hovered at or below freezing throughout the day. Persistent freezing drizzle and light freezing rain across much of central and northern Georgia on Monday helped extend the winter event into the afternoon. Reports of ice accumulations from 0.1- 0.5 inches were received on Monday – mainly across central Georgia. Lumpkin County averaged 6-10 inches.



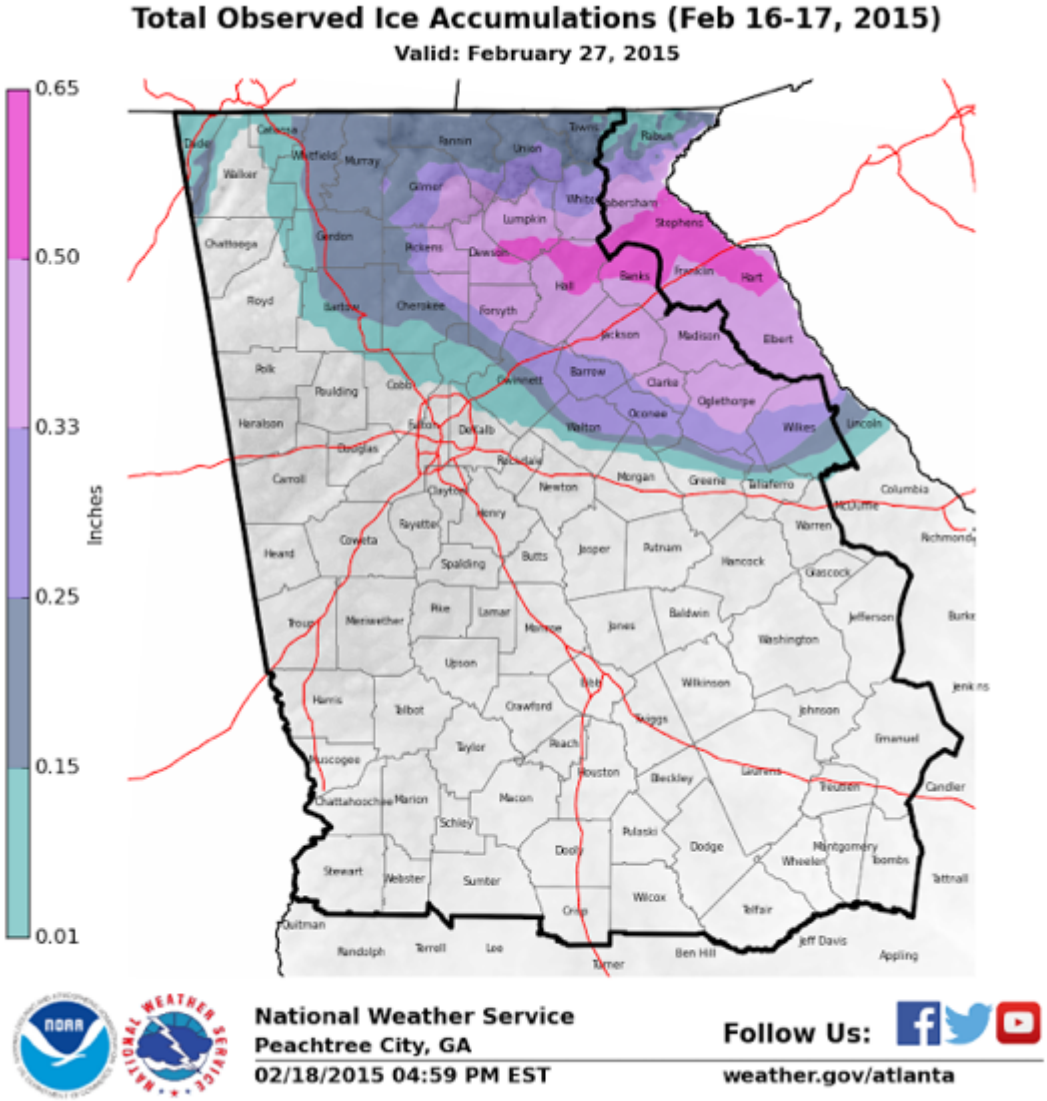
January 28, 2014 Winter Storm

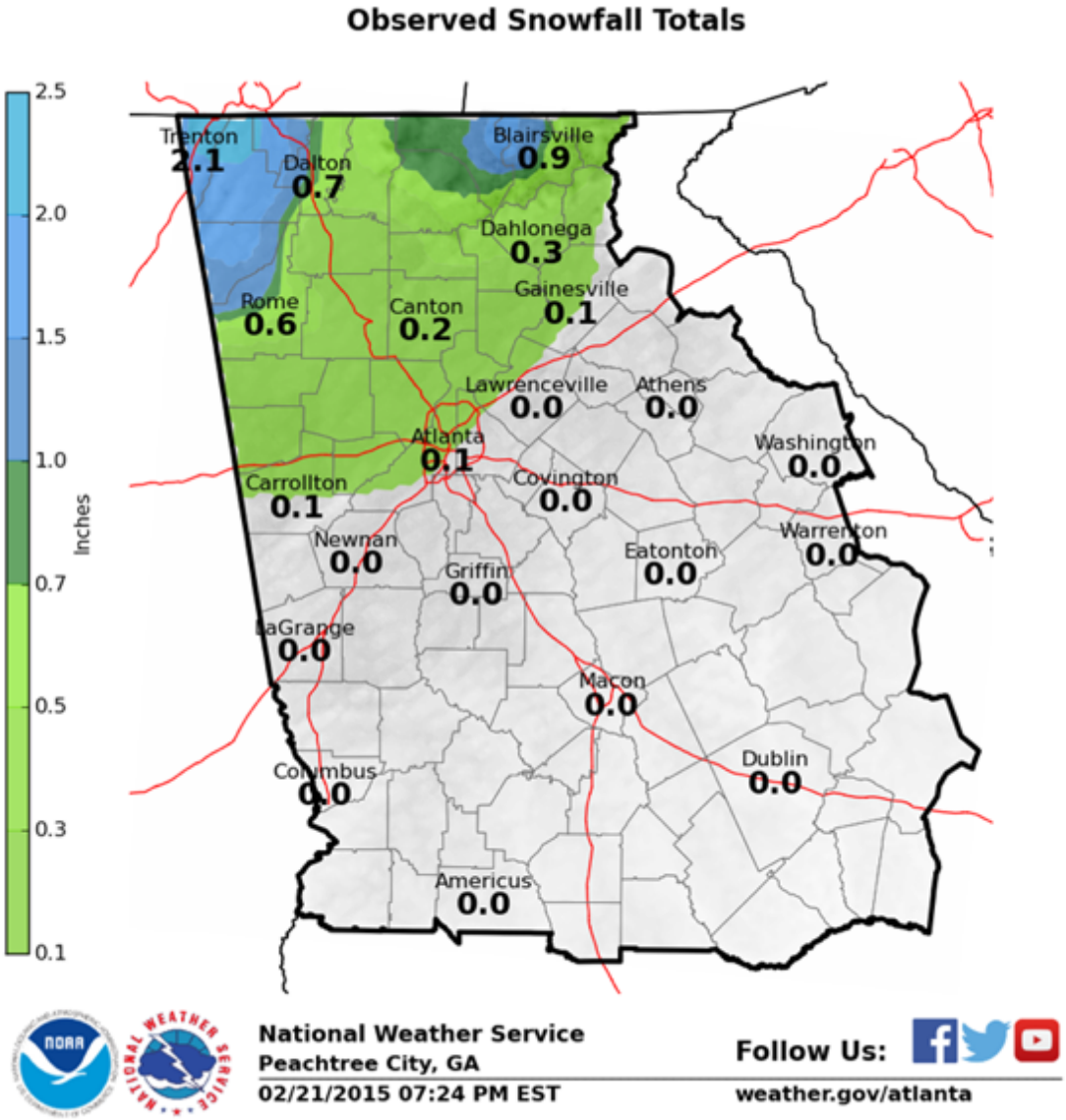
A cold arctic airmass that originated over northern Canada moved rapidly across the central United States on Monday, January 27, 2014. The advancing cold front moved rapidly out of the midwest and across north and central Georgia Monday night. By Tuesday morning, January 28, 2014, temperatures were already below freezing across northwest Georgia, and by afternoon, north and west Georgia temperatures were below freezing. By Tuesday night freezing temperatures were reported across the entire area. During this time, a 500 millibar (mb) short wave was moving out of the southwest United States and into the western Gulf of Mexico. By Tuesday this disturbance was spreading moisture out of the Gulf and across the Southeast. This resulted in a mix of winter precipitation across north and central Georgia with mostly snow across north Georgia, and a mix of freezing rain, sleet and snow across much of central Georgia. Lumpkin County accumulation totals were between 1 and 3 inches.



February 16-17, 2015 Winter Storm

A significant winter storm to affect Lumpkin County occurred in mid-February of 2015. A strong cold front pushed across Georgia by the morning of February 15th, bringing in plenty of below freezing temperatures to north Georgia. As a low-pressure system approached the area from the west on February 16th, warmer temperatures surged northward, bringing much of the area above freezing. However, temperatures at the surface across parts of north and northeast Georgia hovered at or below freezing as the rainfall increased, thanks to a wedge of cold air. Freezing rain continued for these areas into the early morning hours of February 17th before coming to an end. Freezing rain totals reached from 1/4" to 1/2" in some areas, leading to widespread tree and power line damage. By the morning of February 17th, more than 200,000 customers were without power, generally for the northeast Atlanta metro area and points north and east. The following map shows ice accumulations of up to 0.65 inches and snowfall totals of less than an inch in Lumpkin County.

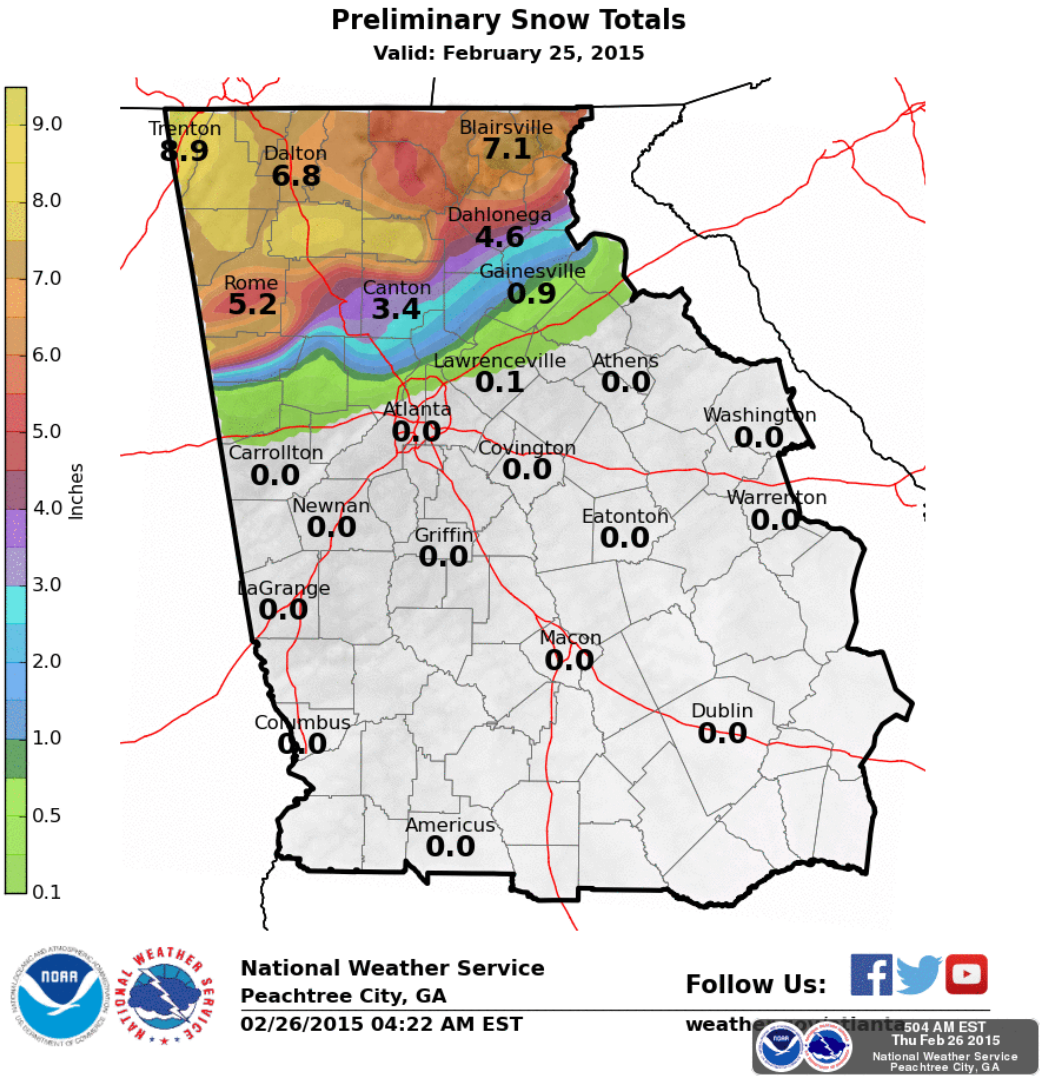




On April 6, 2015, Governor Nathan Deal requested a major disaster declaration due to the severe winter storm during the period of February 15-17, 2015. On April 20, 2015, President Obama declared that a major disaster exists in the State of Georgia. This declaration made Public Assistance requested by the Governor available to state and eligible local governments and certain private nonprofit organizations on a cost-sharing basis for emergency work and the repair or replacement of facilities damaged by the severe winter storm in Banks, Barrow, Dawson, Elbert, Forsyth, Franklin, Habersham, Hall, Jackson, Lumpkin, Madison, Oglethorpe, Pickens, Stephens, and White Counties. This declaration also made Hazard Mitigation Grant Program assistance requested by the Governor available for hazard mitigation measures statewide. Lumpkin County experienced snowfall totals of up to 2.5 inches.

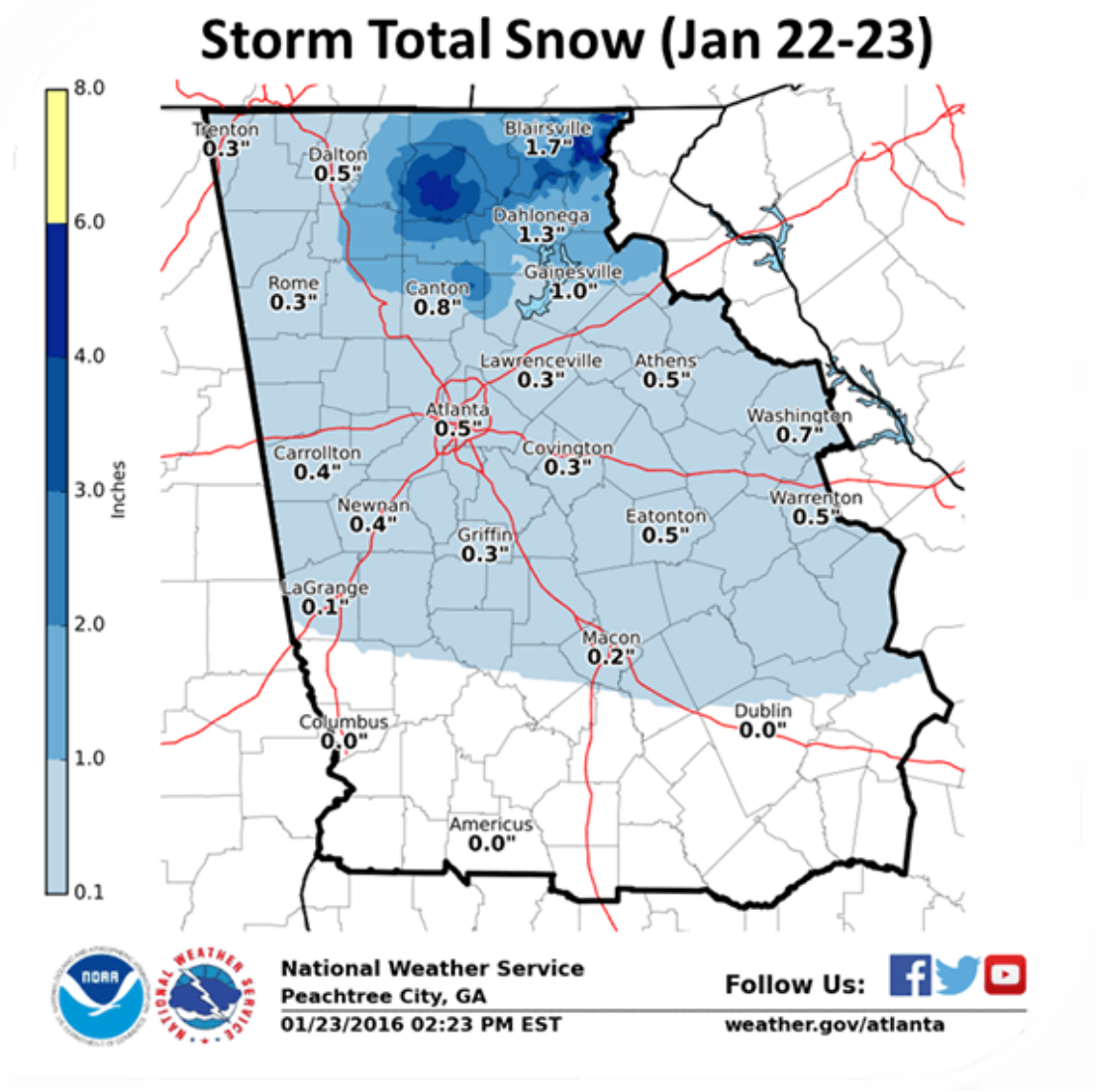
February 25, 2015 Winter Storm

Winter continued to let its presence be known across north Georgia on February 25, 2015. Moisture across the southeast spread over-top of dry, cold surface air already in place across north Georgia, causing temperatures to rapidly cool to near or just below freezing. Rain changed to a heavy, wet snow, generally across the Atlanta metro and areas northward. Towards evening, the surface low advected warmer air from the Gulf as far north as the Atlanta metro, changing snow to a rain/freezing rain mix. Areas north of the metro continued to experience snow, heavy at times, as low-level cold air remained in place. Most areas across far north Georgia received between 7-10 inches of snow, with a tight snow gradient setting up just north of the metro. Travel impacts were significant and widespread, as the heavy, wet snow stuck to roadways and accumulated quickly. This system rapidly exited the area overnight and into the morning hours of February 26, 2015. Lumpkin County accumulation varied between approximately 3 and 7 inches.

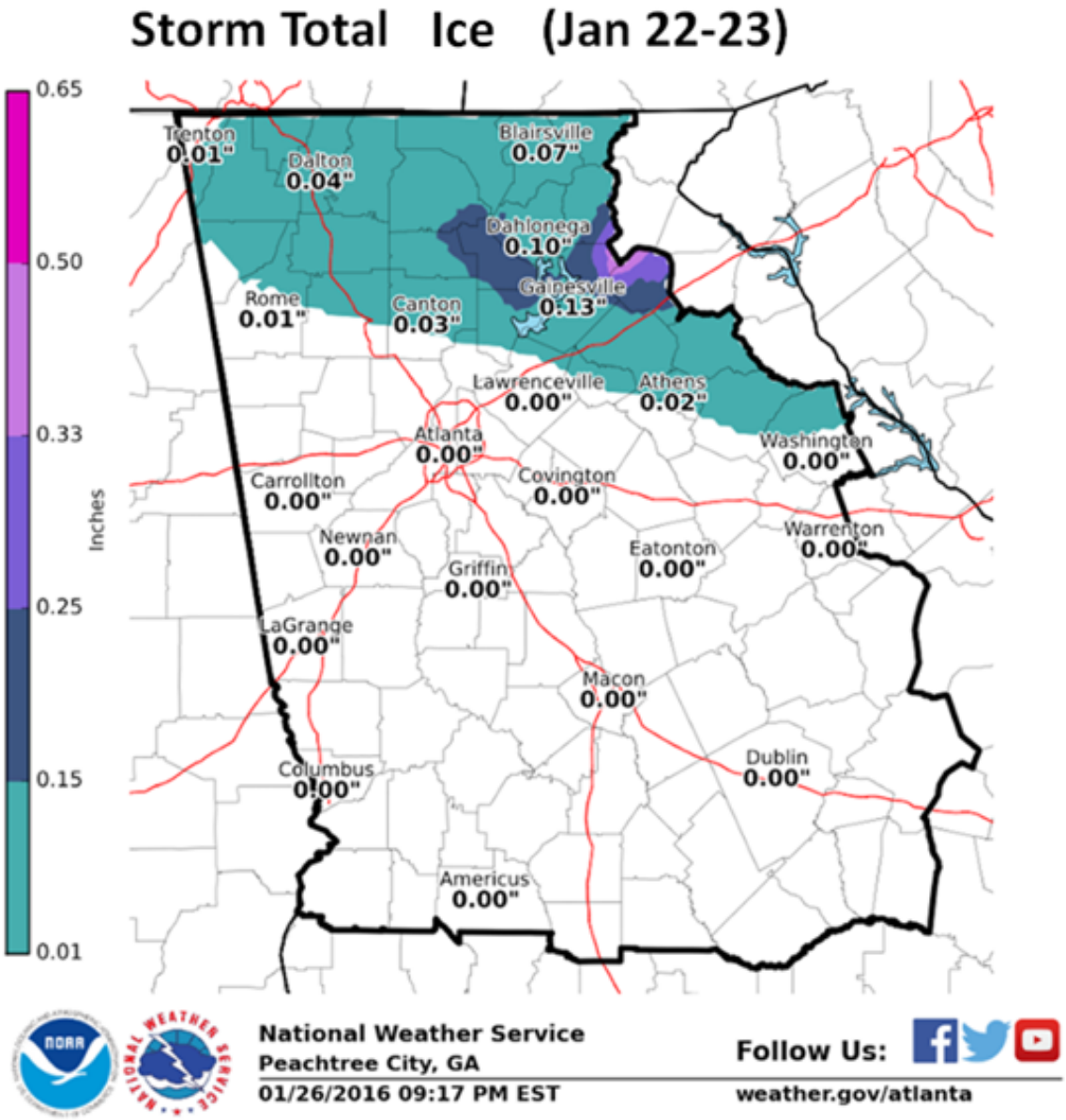


January 22-23, 2016 Winter Storm

A winter weather event impacted most of north Georgia from Friday, January 22nd through the morning of Saturday, January 23rd. This event resulted in light snowfall accumulations as far south as central Georgia, with more significant snow and ice accumulations in the north Georgia mountains. Snow totals ranged as high as 6+" in far north Georgia. This snow and ice was in association with a low pressure system moving into Georgia. Rain changed to frozen precipitation as cold air filtered in, which led to bands of light snow across a large portion of the area. The rain initially changed to freezing rain and snow in northeast Georgia as a wedge of cold air advected into these locations. By midnight Saturday morning, most of the remaining precipitation had transitioned into snow. This is the same system that led to blizzard conditions across the mid-Atlantic and parts of the northeastern United States. Lumpkin County received one to four inches of snow.

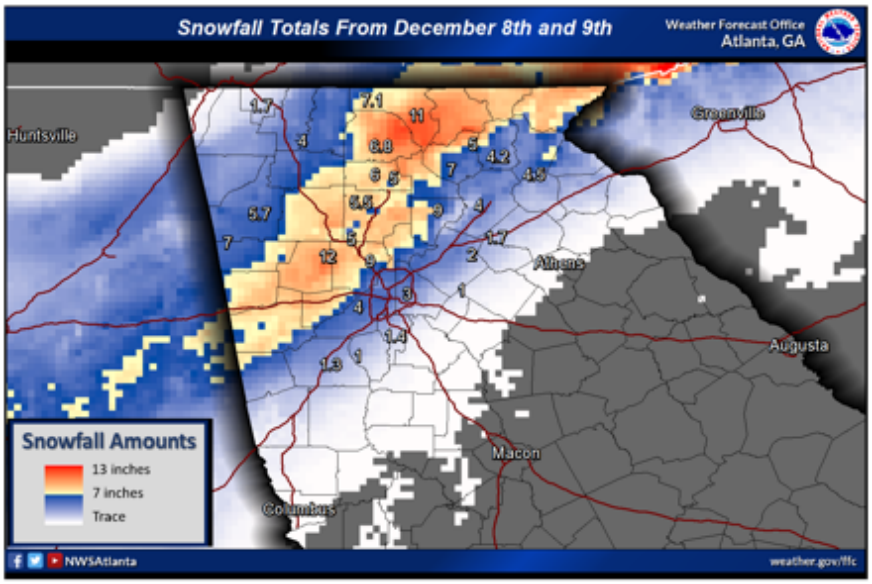


Some accumulations of freezing rain also occurred prior to the onset of most of the snow. Accumulations were light across portions of north Georgia, though a few northeastern locations did see accumulations up a half an inch. Lumpkin County saw accumulations of up to a quarter inch.



December 8, 2017 Winter Storm

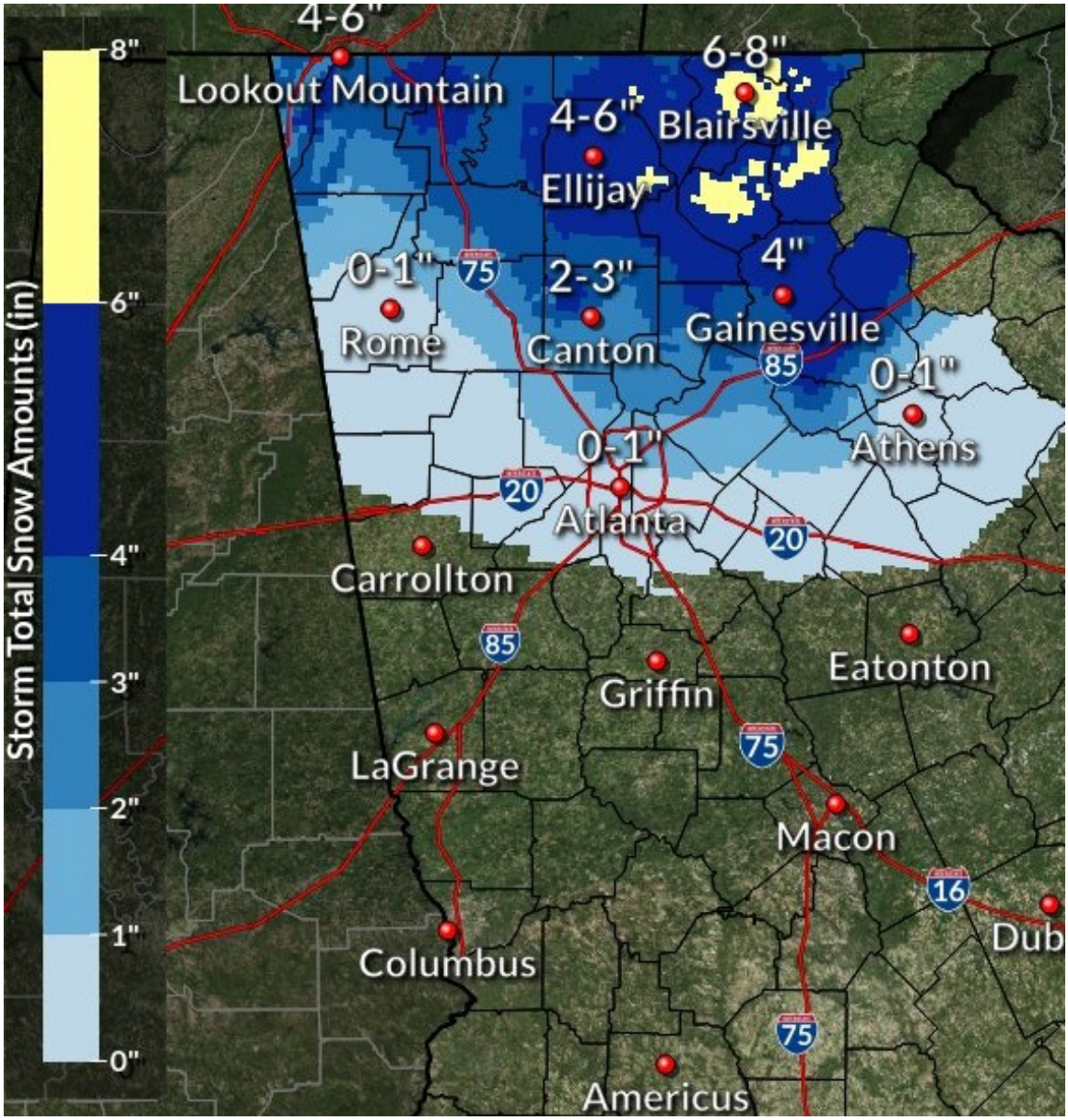
A major early-season heavy snowfall affected north Georgia from Friday, December 8th into the morning of Saturday, December 9th. Many locations recorded up to a foot of snowfall, which is exceptionally rare for Georgia, especially in early December. This heavy snowfall also led to numerous power outages. At the height of the storm over 200,000 customers in north Georgia were in the dark. There was a sharp northwest to southeast gradient of accumulating snow through metro Atlanta. Areas southeast of Atlanta did not receive much accumulating snow, while areas north and west of the city received very significant totals. Lumpkin County received up to 13 inches of snow in the northern portions of the County.





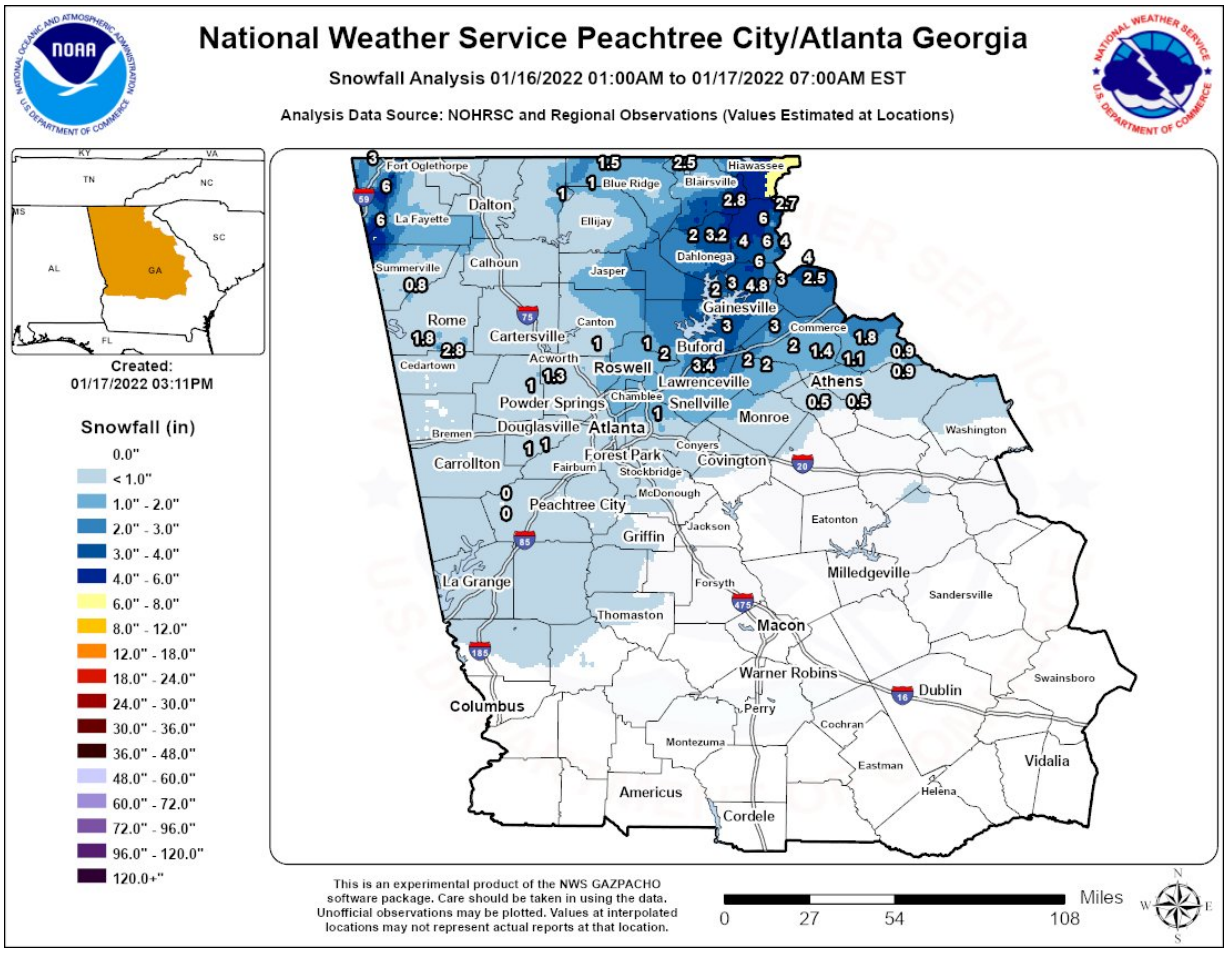
February 8, 2020 Winter Storm

In a break from an otherwise very mild winter season, a brief bout of snow fell across much of north Georgia on the morning of Saturday, February 8th. Sufficient moisture remained in place such that a quick-moving upper disturbance produced precipitation during the morning. Snowfall totals ranged from a dusting up to around eight inches in parts of the north Georgia mountains. Lumpkin County totals were on the high end of that range. Temperatures rebounded fairly quickly, and the snow only lasted for a day or less before melting.



January 15-16, 2022 Winter Storm

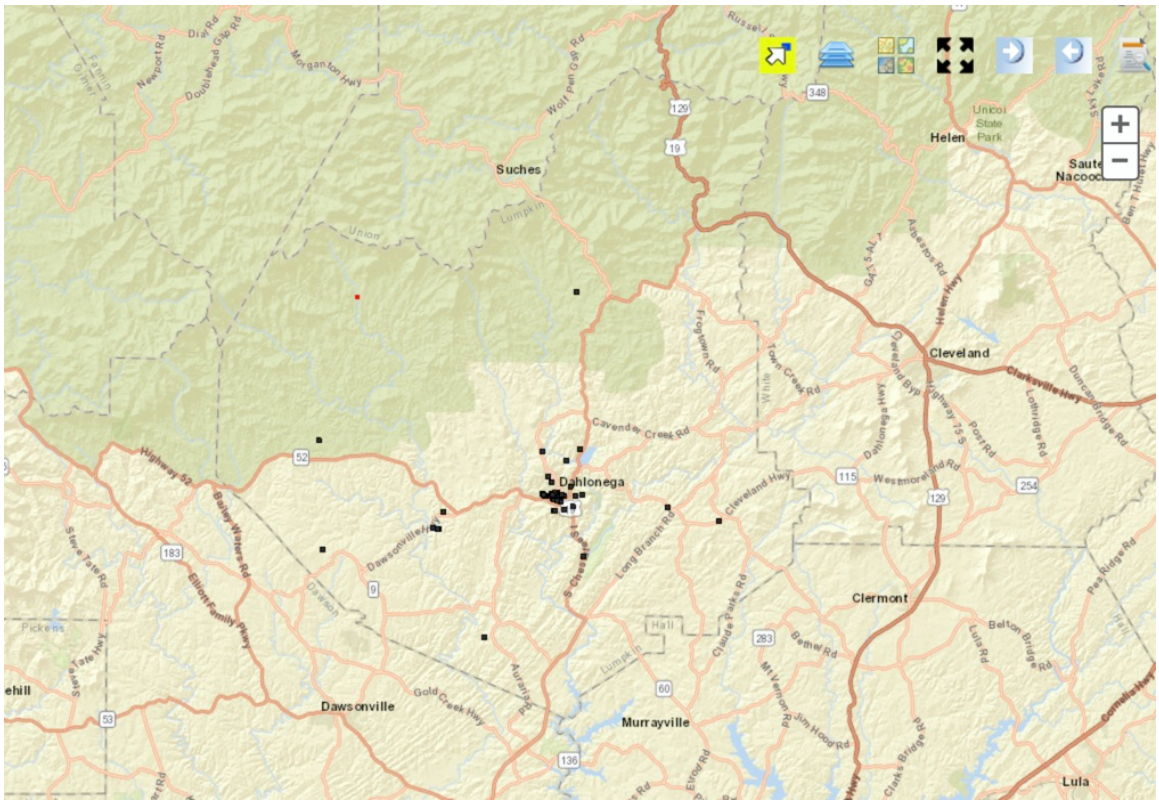
A wedge of cold air was in place across portions of north Georgia from the night of January 15th into the day on January 16th as a low pressure system pushed into the area. The result was an initial wintry mix transitioning to snow across much of north Georgia. Snowfall totals were highest in northeast Georgia where temperatures were coldest. Localized snow totals over six inches were recorded in these areas, with lesser amounts farther west and south. Additionally, very strong wind gusts over 50 mph accompanied this system late on the night of January 15th into the morning of January 16th. These strong wind gusts led to numerous reports of downed trees and power lines and left thousands of north Georgia homes and businesses without power. Lumpkin County snowfall totals reached four inches in some locations.



NCDC records show that 75 winter storms occurred within the County over the past fifty years, which equates to a 150% annual frequency based upon reported events. Winter storm events for the twenty-year history equals 47, equating to a higher 235% annual frequency. It would appear that winter storm activity has increased over time within the County. This may be the case or it may simply be that record keeping and technology have improved significantly over the course of time, reflecting the higher numbers. It may also be a combination of these two factors. The following chart provides annual frequency of reported events over the past five, ten, twenty, and fifty-year periods. The most recent five-year period, covering the span of time since the last update to this Plan, is highlighted in gold.

Lumpkin County – Winter Storm Frequency (based on Reported Events)				
Time Period	**5yrs (2020-2024)**	**10yrs (2015-2024)**	**20yrs (2005-2024)**	**50yrs (1975-2024)**
Number of Reported Events	**7**	**20**	**47**	**75**
Frequency Average per Year	**1.40**	**2.00**	**2.35**	**1.50**
Frequency Percent per Year	**140%**	**200%**	**235%**	**150%**

C. Assets Exposed to Hazard - All public and private property including critical facilities are susceptible to winter storms since this hazard is not spatially defined. The GEMA map below identifies critical facilities located within the hazard area, which in the case of winter storms includes all areas within the County and City.



D. Estimate of Potential Losses - For loss estimate information, please refer to the Critical Facilities Database (Appendix A).

E. Multi-Jurisdictional Concerns – Any portion of Lumpkin County can be negatively impacted by winter storms. Therefore, any mitigation steps taken related to winter storms will be pursued on a countywide basis and include the City of Dahlonega.

F. Climate – Climate has always changed over time because of natural reasons like volcanic activity, solar radiation variations, and shifts in Earth's orbit. These changes happen slowly and result in temperature shifts, different rain patterns, and sea level changes. Other things like the makeup of the atmosphere and how continents are arranged also affect climate change over long periods. Lately, there's been a debate about how much human activities, like burning fossil fuels and cutting down forests, affect climate change. Some say natural factors are the main drivers, while others say human actions have a big impact. Most people think the truth is somewhere in the middle. But for this plan, what's causing climate change is largely irrelevant. One county can't modify the Earth's climate. Furthermore, any changes in climate probably won't change which natural hazards occur in Lumpkin County. It is more likely to make the natural hazards we already deal with, such as winter storms, occur more frequently or at a greater magnitude. If that does occur, it will become evident in the hazards history and frequency data used in this plan.

G. Vulnerable Populations - Vulnerable populations in Lumpkin County and the City of Dahlonega, each in very similar ways, may experience the impacts of natural hazards, including winter storms, differently than the rest of the population due to a variety of factors that increase their susceptibility to harm. These factors can include socioeconomic status, age, disability, race, language barriers, and housing conditions. Here's a brief summary of how these populations might be affected differently:

Elderly and Disabled Populations: Older adults and individuals with physical or cognitive disabilities may have mobility challenges, which can make evacuation during emergencies more difficult. They may also have higher health risks during extreme weather events like heatwaves, floods, or storms, and may not have access to necessary medical care during such events.

Low-Income Communities: Low-income households often lack the resources to prepare for or recover from natural disasters. This includes limited access to flood insurance, poor housing conditions that may not be resilient to storms, and difficulty accessing emergency services. These individuals may also be more likely to live in areas prone to hazards, such as floodplains or areas with inadequate infrastructure.

Racial and Ethnic Minorities: Racial and ethnic minorities may face higher levels of vulnerability due to limited access to healthcare, education, and social services. In some cases, these populations may be more likely to live in high-risk areas (such as floodplains) or in substandard housing that is less resilient to natural hazards.

Non-English Speakers: Individuals who speak limited or no English may face difficulties in understanding emergency warnings, evacuation instructions, or access to resources. Lack of access to multilingual communication can exacerbate their vulnerability during natural hazard events.

Homeless Individuals: Homeless individuals are especially vulnerable during natural hazards, as they may not have access to shelters or safe places to seek refuge during extreme weather events. They may also lack the ability to store supplies or evacuate to a safe location.

Children: Children are particularly vulnerable to the impacts of natural hazards due to their developmental stage and reliance on caregivers. They may also face challenges in evacuation due to age or disability and may be at higher risk for trauma and health issues in the aftermath of a disaster.

In general, vulnerable populations may experience greater exposure, fewer resources for mitigation and recovery, and more severe consequences from natural hazards compared to the rest of the population. This highlights the need for inclusive disaster planning, preparedness, and response strategies that address the specific needs of these groups.

H. Hazard Summary – Winter storms, unlike other natural hazards, typically afford communities some advance warning. The National Weather Service issues winter storm warnings and advisories as these storms approach. Unfortunately, even with advance warning, some of the most destructive winter storms have occurred in the Southern United States, where buildings, infrastructure, crops, and livestock are not well-equipped for severe winter conditions. Motorists, not accustomed to driving in snow and icy conditions, pose an additional danger on roads and highways. The Lumpkin County HMPC recognized the potential threats of winter storms and identified specific mitigation actions. These can be found in *Chapter 5*.

2.5 Wildfire

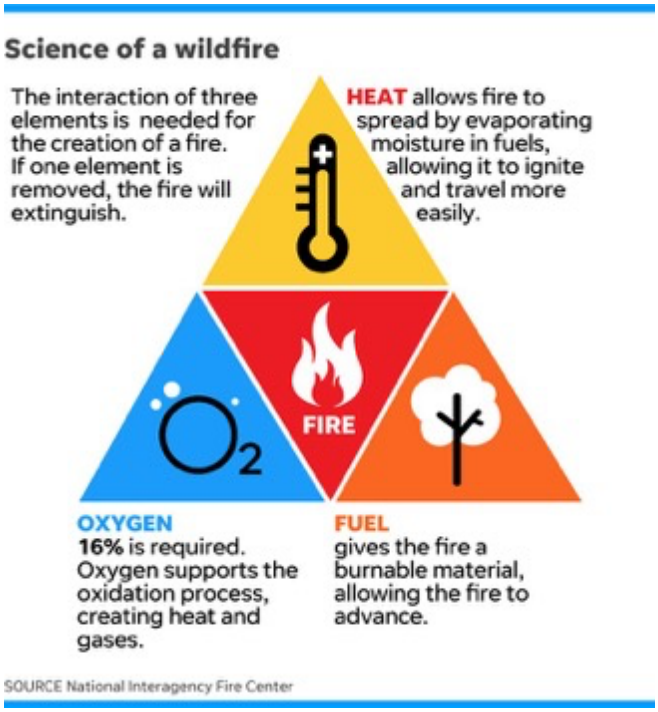


A. Hazard Identification – The Lumpkin County HMPC utilized data from Georgia Forestry Commission (GFC) and the Community Wildfire Protection Plan (CWPP) in researching wildfires and their impact on the County.

A wildfire is defined as an uncontrolled fire occurring in any natural vegetation. For a wildfire to occur, there must be available oxygen, a supply of fuel, and enough heat to kindle the fuel. Often, these fires are begun by combustion and heat from surface and ground fires and can quickly develop into a major conflagration. A large wildfire may crown, which means it may spread rapidly through the topmost branches of the trees before involving undergrowth or the forest floor. As a result, violent blowups are common in forest fires, and on rare occasion they may assume the characteristics of a firestorm. A firestorm is a violent convection caused by a continuous area of intense fire and characterized by destructively violent surface indrafts. Sometimes it is accompanied by tornado-like whirls that develop as hot air from the burning fuel rises. Such a fire is beyond human intervention and subsides only upon the consumption of everything combustible in the locality. No records were found of such an event ever occurring within Lumpkin County, but this potential danger will be considered when planning mitigation efforts.

The threat of wildfire varies with weather conditions: drought, heat, and wind participate in drying out the timber or other fuel, making it easier to ignite. Once a fire is burning, drought, heat, and wind all increase its intensity. Topography also affects wildfire, which spreads quickly uphill and slowly downhill. Dried grass, leaves, and light branches are considered flash fuels; they ignite readily, and fire spreads quickly in them, often

generating enough heat to ignite heavier fuels such as tree trunks, heavy limbs, and the matted duff of the forest floor. Such fuels, ordinarily slow to kindle, are difficult to extinguish. Green fuels (growing vegetation) are not considered flammable, but an intense fire can dry out leaves and needles quickly enough to allow ready ignition. Green fuels sometimes carry a special danger: evergreens, such as pine, cedar, fir, and spruce, contain flammable oils that burst into flames when heated sufficiently by the searing drafts of a wildfire.

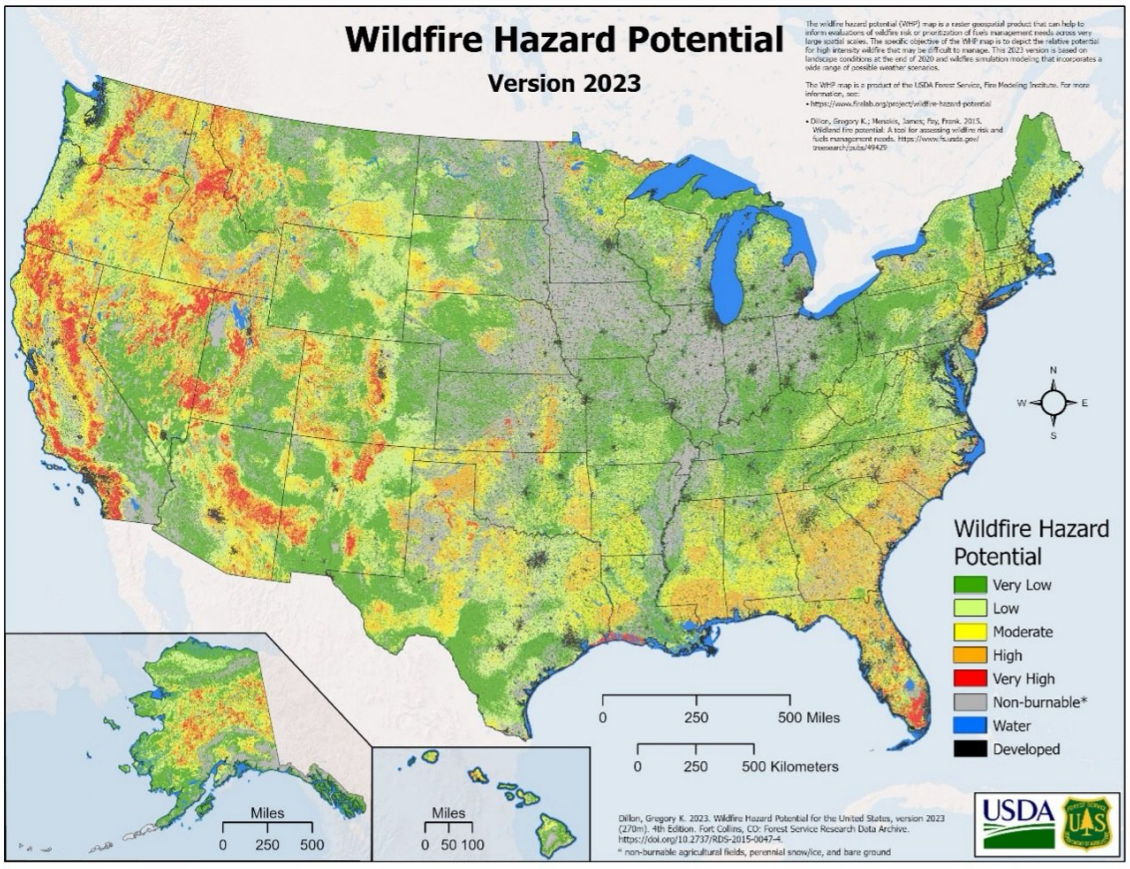


Tools for fighting wildfires range from the standard equipment of fire departments to portable pumps, tank trucks, and earth-moving equipment. Firefighting forces specially trained to deal with wildfire are maintained by local, state and federal entities including the Lumpkin County Fire Department, Georgia Forestry, and U.S. Forest Service. These trained firefighters may attack a fire directly by spraying water, beating out flames, and removing vegetation at the edge of the fire to contain it behind a fire line. When the very edge is too hot to approach, a fire line is built at a safe distance, sometimes using strip burning or backfire to eliminate fuel in the path of the uncontrolled fire or to change the fire's direction or slow its progress. Backfiring is used only as a last resort.

The control of wildfires has developed into an independent and complex science costing hundreds of millions of dollars annually in the United States. Because of the extremely rapid spreading and customary inaccessibility of fires once started, the chief aim of this work is prevention. However, despite the use of modern techniques (e.g., radio communications, rapid helicopter transport, and new types of chemical firefighting apparatus) more than 10 million acres of forest are still burned annually. Of these fires, about two thirds are started accidentally by people, almost one quarter are of incendiary origin, and more than 10% are due to lightning.

B. Hazard Profile – Wildfires are a serious threat to Lumpkin County.

The South is one of the fastest growing regions in the nation. This region also consistently has the highest number of wildfires per year. Population growth is pushing housing developments further into natural and forested areas where most of these wildfires occur. This situation puts many lives and communities at risk each year. In particular, the expansion of residential development from urban centers out into rural landscapes, increases the potential for wildland fire threat to public safety and the potential for damage to forest resources and dependent industries. This increase in population across the region will impact counties and communities that are located within the Wildland Urban Interface (WUI). The WUI is described as the area where structures and other human improvements meet and intermingle with undeveloped wildland or vegetative fuels. Population growth within the WUI substantially increases the risk from wildfire. The Wildfire Hazard Potential Map below demonstrates differences in wildfire potential across the US. Source: USDA, US Forest Service



Region	High Risk	% High Risk	Med-High Risk	% Med-High Risk	Total Structures
SNR	1,895	24.11%	4,702	59.81%	7,861
DSW	1,510	8.12%	4,022	21.63%	18,594
RMR	1,281	3.18%	4,777	11.87%	40,229
UGP	846	1.73%	2,914	5.95%	49,014
WAPA Total	5,532	4.78%	16,415	14.19%	115,698

The costliest wildfire reported to have impacted Lumpkin County in the past 50 years was the Strawberry Mountain Fire that began on November 10, 2008 in the Three Forks and Dry Branch areas of the Chattahoochee National Forest. The fire is believed to have occurred due to persistent drought conditions. Damages of $70K were reported within Lumpkin County. That total rises to $130K when the entire four-day period of fires is taken into consideration. These estimates are likely low. See the NCDC information below.

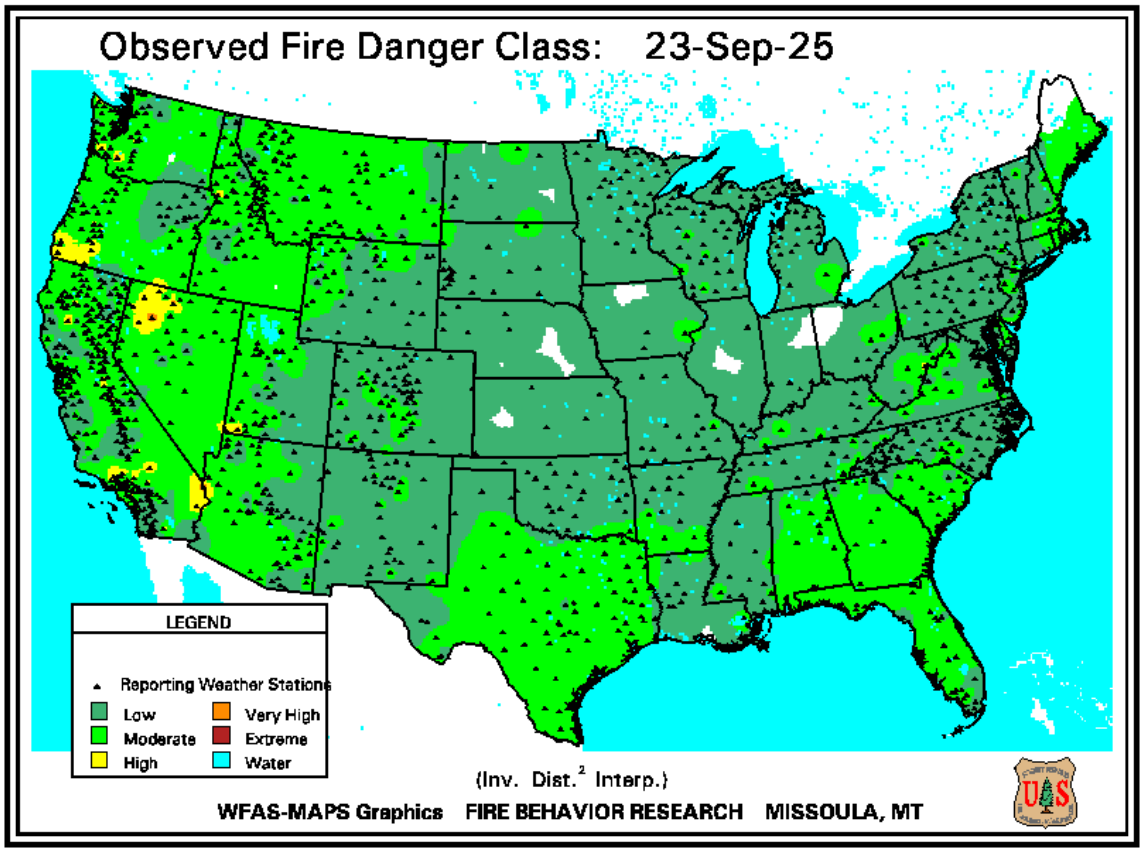
Storm Events Database

Search Results / Next

Event Details:

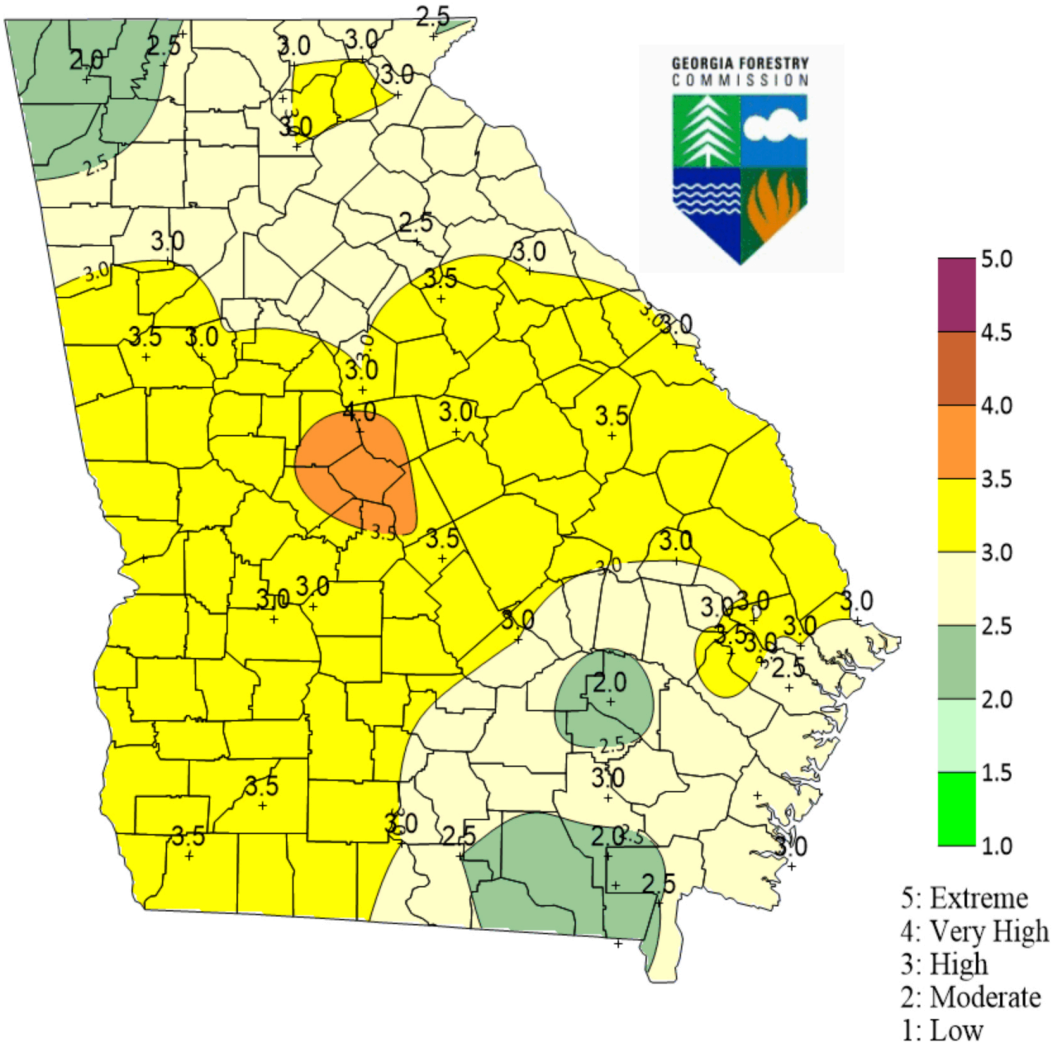
Event	**Wildfire**
State	**GEORGIA**
County/Area	**LUMPKIN**
WFO	**FFC**
Report Source	**Park/Forest Service**
NCEI Data Source	**CSV**
Begin Date	**2008-11-10 14:30 EST-5**
End Date	**2008-11-13 16:30 EST-5**
Deaths Direct/Indirect	**0/0** (fatality details below, when available...)
Injuries Direct/Indirect	**0/0**
Property Damage	**70.00K**
Crop Damage	**0.00K**
Episode Narrative	**A long term persistent drought across north and central Georgia, along with an extended period of dry, cold weather from late October through mid-November resulted in an increased fire danger across the state. Several wildfires were reported during mid-month by the U.S. Forest Service in the Chattahoochee National Forecast in far northeast Georgia. Wildfires were observed in Fannin, Lumpkin, and Rabun counties. Wildfires broke out in the Three Forks and Dry Branch area of the forest in Fannin county and the Woody Creek area of Lumpkin county. The Three Forks and Woody Creek fires spanned a period of three and four days, respectively. Damages from the three fires was estimated at $130,000.**
Event Narrative	**The U.S. Forest Service reported that there was a wildfire in the Woody Creek area of the Chattahoochee National Forecast. The wildfire took three days to contain.**

As of September 23, 2025, Lumpkin County's "Observed Fire Danger Class" was classified as "moderate" by the U.S. Forest Service. However, this status can change from week to week. See the following map.



As of September 23, 2025, Lumpkin County's "Fire Danger" forecast level is classified as "high".

Forecast Fire Danger for Tomorrow
Produced at September 23, 2025 130pm EST



Alternatively to the two prior regional fire danger maps, the Current Fire Danger Ratings for the Camp Merrill located near Dahlonega, GA based on the Georgia Automated Environmental Monitoring Network from the College of Agriculture and Environmental Sciences of the University of Georgia at Griffin shows a fire danger rating of 3, which equates to "high" as of September 8, 2025. Estimates of fire danger can vary considerably among agencies and depending upon specific location.

Camp Merrill, Ga			Forecast NFDRS-88 Valid at 1300 EST Sep 30 2025					
RH (%)	**IC**	**BI**	**Class Day**	**KBDI**	**Wind (mph)**	**Mx_Wind (mph)**	**Rn24 (inch)**	**Dur (Hr)**
67	2	10	3 High	362	NE 4	NE 9	0.03	0
Sow	**Temp (°F)**	**Td (°F)**	**Tmax (°F)**	**Tmin (°F)**	**RHMax (%)**	**RHMin (%)**	**HrbGF**	**WdyGF**
8	76	64	78	63	96	66	7	7
1-Hour	**10-Hour**	**100-Hour**	**1000-Hour**	**X1000**	**Herbaceous**	**Woody**	**SC**	**EC**
15.1	15.1	9.0	19.5	19.5	51.9	98.4	3	5

Legend:

RH(%): Relative Humidity in percent
IC: The Ignition Component (IC) is an index within 1988 National Fire Danger Rating System. IC relates the probability that a fire that requires suppression action will result if a firebrand is introduced into a fine fuel complex. Theoretically, on a day when the ignition component registers a 60, approximately 60% of all fire brands that come into contact with wildland fuels will require suppression action.
BI: Dividing Burning Index (BI) by 10 gives a reasonable estimate of flame length in feet at the head of a fire. Burning Index is fuel model dependent. In Georgia Forestry Commission, this is the basis for Class Day.
Class Day: Class day describes the potential for wildland fires. Georgia Forestry Commission uses Burning Index (BI) to determine Class Day. Class Day determination points are station dependent such that it will reflect the potential of wildland fire in the local area. Table 3 shows the determination percentile for all Georgia Forestry Commission weather stations and some of our cooperator's weather station. If a station is not found in the list, its BI is likely to be determined by the Fuel Model determination points. Definitions of the various fuel models are included in Appendix A located at the following web link: https://weather.gfc.state.ga.us/Info/NFDRSexp2011.aspx Note: The listed values are the minimum value for each Class day. For example, when Watkinsville has BI of 19-21, it has Class 4 Day.

KBDI: Keetch-Byram Drough Index (KBDI) measures moisture in deep duffs or upper soil layers. The relative dryness of soil is important in fire suppression. KBDI varies from 0 (Wet) to 800 (Dry).
Wind (mph): 10-minute averaged wind speed in mile per hour and wind direction in 8 point compass, i.e. N, NE, E, SE, S, SW, W, NW and calm.
Mx_Wind(mph): Wind gust in mile per hour and wind direction in 8 point compass, i.e. N, NE, E, SE, S, SW, W, NW and calm. Mx_Wind has to be at least as strong as Wind and they should be in the same direction.
Rn24(inch): Rainfall amount in the last 24 hours in inches.
Dur(Hr): Duration of rainfall in hours if there is any.

Sow: State of weather

Code	Description
0	Clear, less than 1/10 cloud cover
1	Scattered clouds, 1/10-5/10 cloud cover
2	Broken clouds, 6/10-9/10 cloud cover
3	Overcast, 10/10 cloud cover
4	Fog
5	Drizzle
6	Rain
7	Snow or Sleet
8	Showers
9	Thunderstorms

Temp(°F): Temperature in Fahrenheit
Td(°F): Dew point temperature in Fahrenheit
Tmax(°F): Maximum temperature in the last 24 hours in Fahrenheit
Tmin(°F): Minimum temperature in the last 24 hours in Fahrenheit
RHMax(%): Maximum relative humidity in the last 24 hours in percent
RHMin(%): Minimum relative humidity in the last 24 hours in percent
HrbGF: Herbaceous greenup factor (HrbGF) expresses the actual greening and curing of live herbaceous vegetation. HrbGF varies from 0 (completely cured) to 20 (completely green).

In Georgia Forestry Commission, we changed greenup factors automatically by the time of the year and KBDI. In Winter, greenup factors are set to zero. From Spring to Autumn, greenup factors will change gradually, from 0 to 20 and then from 20 to 0. Georgia Forestry Commission defined winter as from December 21 through March 20 each year. The default greenup factors by the time of a year are listed in the Table 2 at the following link: https://weather.gfc.state.ga.us/Info/NFDRSexp2011.aspx.

In order to account for dry periods, drought adjusted greenup factor based on KBDI is adopted from Burgan (1988) (Table 3). If the default greenup factor exceeds the drought adjusted greenup factor, greenup factor will be reduced to the drought adjusted greenup factor. If not, green up factors are used as is. For example, if KBDI is 395 on August 4, when the default greenup factor is 20, the greenup factor will adjusted to 10 due to drought. If KBDI is 395 on December 23, when the default green up factor is 0, the greenup factor will still stay at 0. Table 3 is located at the following link:
https://weather.gfc.state.ga.us/Info/NFDRSexp2011.aspx

WdyGF: Woody greenup factor (WdyGF) expresses the actual greening and curing of live woody vegetation. WdyGF varies from 0 (completely cured) to 20 (completely green). Please refer to HrbGF for details.
1-Hour/10-Hour/100-Hour/1000-Hour: Dead fuel moisture content in fuel that takes 1 hour/10 hours/100 hour/1000 hour to lose or gain 63% of the difference between the dead fuel itself and the surrounding atmosphere. Fuel moisture percent is computed by dividing the weight of "water" in the fuel by the oven-dried weight of the fuel and then, multiplying by 100 to get to percent.
X1000: Predictor value for 1000-Hour
Herbaceous: Fuel moisture in live herbaceous vegetation. Please refer to "1-Hour" on fuel moisture computation.
Woody: Fuel moisture in live woody vegetation. Please refer to "1-Hour" on fuel moisture computation.
SC: Spread Component (SC) is the forward rate of spread at the head of the fire in feet per minute. Since 1 chain=66 feet and there are 60 minutes in an hour, so 1 feet per minute is 0.9 chain per hour. Thus, multiply the value of SC by 0.9 gives the spread rate in chain per hour.
EC: Energy Release Component (EC) is the potential available energy per square foot at the head of the fire in BTUs per square foot.

GFC records show that 2,591 wildfires occurred within the County over the past fifty years, which equates to a 5,182% annual frequency based upon reported events. Over the course of the entire 50-year period that frequency has steadily declined. It would appear that wildfire activity has decreased over time within the County. The following chart provides annual frequency of reported events over the past five, ten, twenty, and fifty-year periods. The most recent five-year period, covering the span of time since the last update to this Plan, is highlighted in gold.

Lumpkin County – Wildfire (based on Reported Events)				
Time Period	5yrs (2020-2024)	10yrs (2015-2024)	20yrs (2005-2024)	50yrs (1975-2024)
Number of Reported Events	68	201	703	2591
Frequency Average per Year	13.60	20.10	35.15	51.82
Frequency Percent per Year	1360%	2010%	3515%	5182%

C. Assets Exposed to Hazard – In evaluating assets that are susceptible to wildfire, the committee determined that all public and private property is susceptible to wildfire, including all critical facilities. The maps on the following pages display the wildfire risk potential for Lumpkin County and the City of Dahlonega, including locations of critical facilities within the hazard areas.

Southern Wildfire Risk Assessment (SWRA)

The Southern Wildfire Risk Assessment (SWRA) Summary, generated in November 2023 for Lumpkin County by the Southern Group of State Foresters, is a valuable tool for analyzing the characteristics of wildfire risks within any given area. Although we utilize three main maps in this plan from their risk assessment: the Wildland Urban Interface Risk Map, the Burn Probability Map and the Fire Intensity Scale Map, the risk assessment includes several other maps and a great deal of additional information related to Lumpkin County wildfires that can be very beneficial. The assessment is referenced by this plan and available to any interested parties.

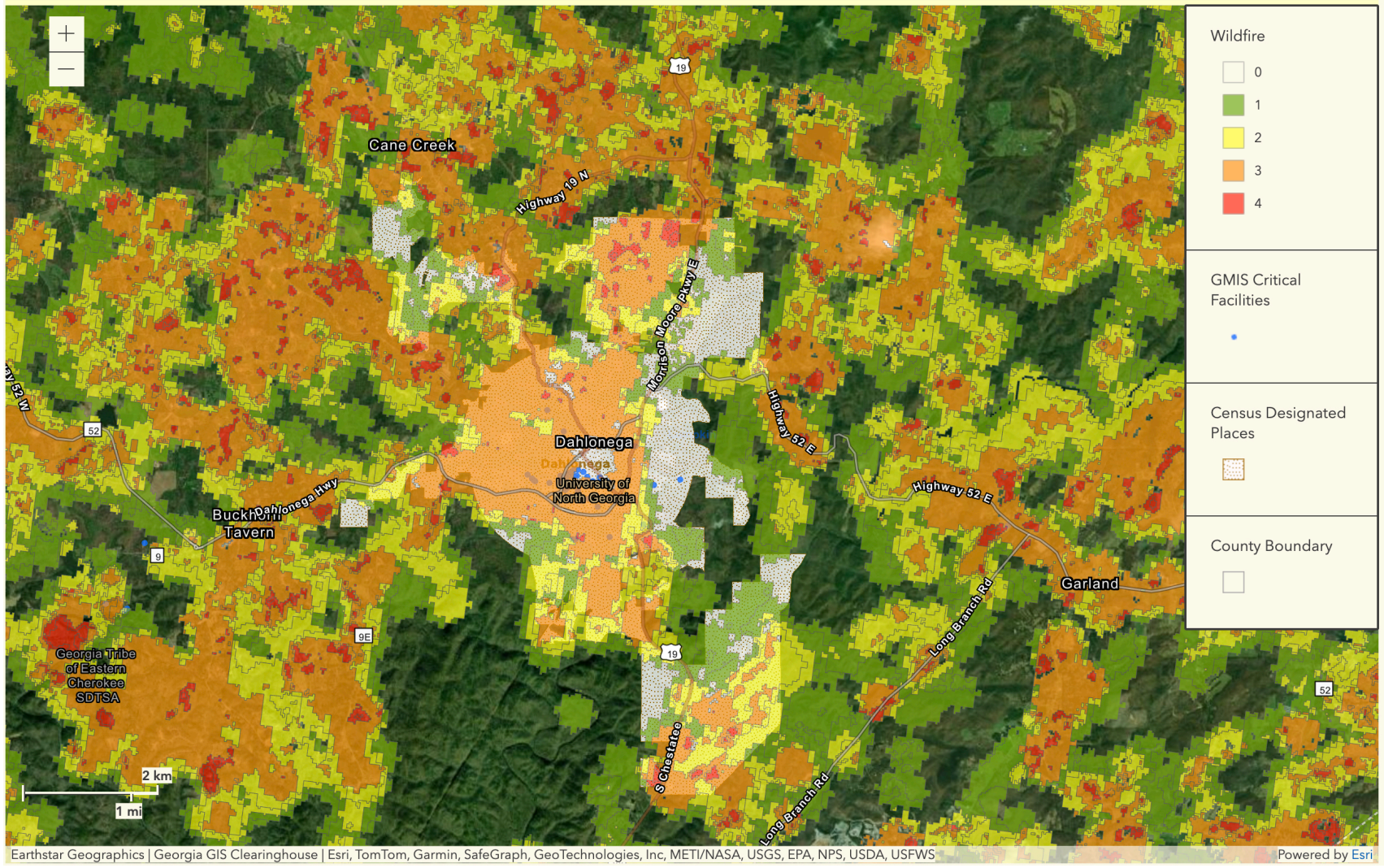
The Wildland Urban Interface (WUI) Risk Index layer is a rating of the potential impact of a wildfire on people and their homes. The key input, WUI, reflects housing density (houses per acre) consistent with Federal Register National standards. The location of people living in the Wildland Urban Interface and rural areas is key information for defining potential wildfire impacts to people and homes. The WUI Risk Rating is derived using a Response Function modeling approach. Response functions are a method of assigning a net change in the value to a resource or asset based on susceptibility to fire at different intensity levels, such as flame length. The range of values is from -1 to -9, with -1 representing the least negative impact and -9 representing the most negative impact. For example, areas with high housing density and high flame lengths are rated -9 while areas with low housing density and low flame lengths are rated -1. To calculate the WUI Risk Rating, the WUI housing density data was combined with Flame Length data and response functions were defined to represent potential impacts. The response functions were defined by a team of experts based on values defined by the SWRA Update Project technical team. By combining flame length with the WUI housing density data, you can determine where the greatest potential impact to homes and people is likely to occur. Fire intensity data is modeled to incorporate penetration into urban fringe areas so that outputs better reflect real world conditions for fire spread and impact in fringe urban interface areas. With this enhancement, houses in urban areas adjacent to wildland fuels are incorporated into the WUI risk modeling. All areas in the South have the WUI Risk Index calculated consistently, which allows for comparison and ordination of areas across the entire region. Data is modeled at a 30-meter cell resolution, which is consistent with other SWRA layers.

GEMA's WUI Risk Map for the County and City (separately) are located on the following pages, followed by SouthWRAP maps.

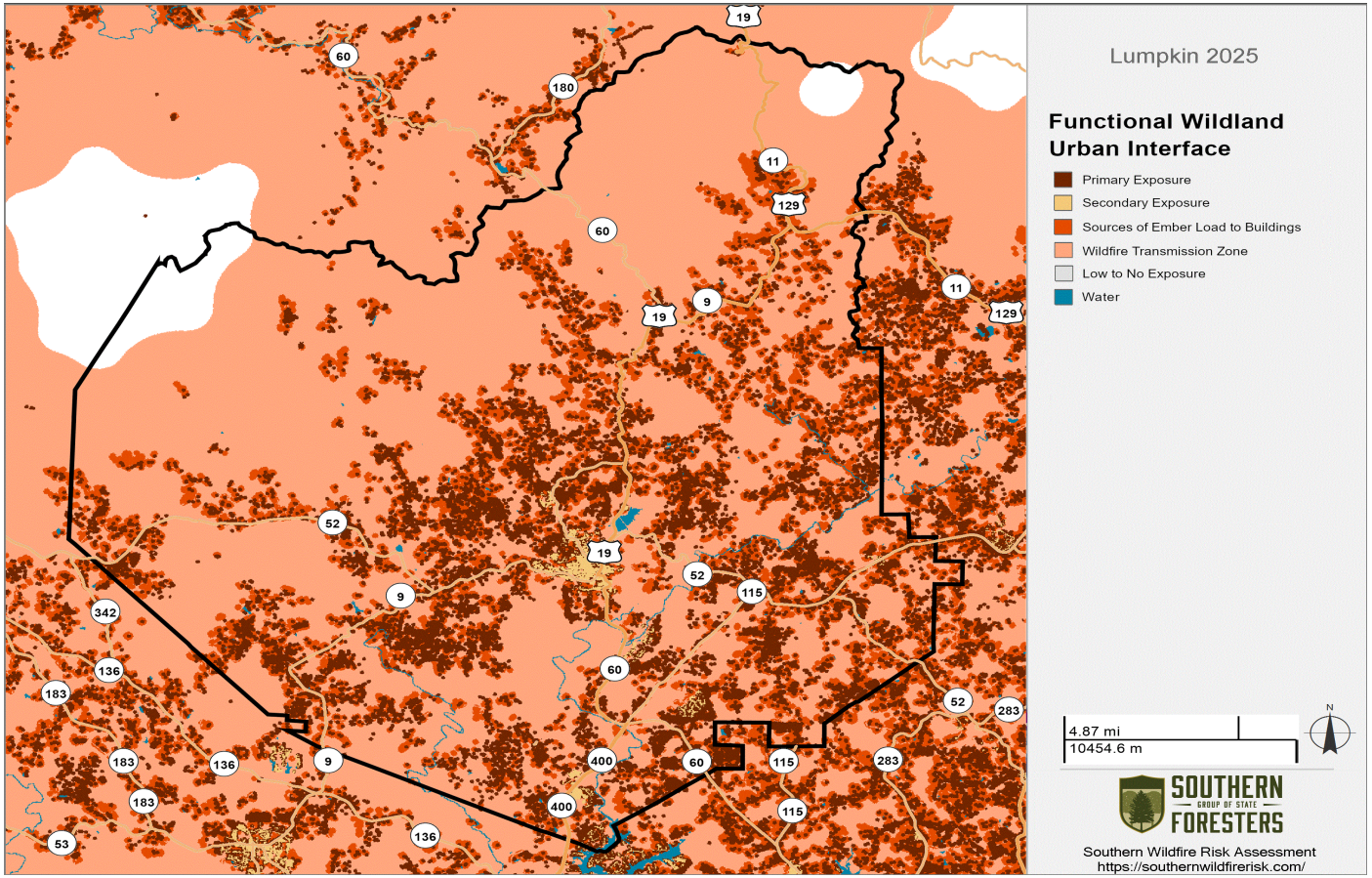
Lumpkin County WUI Risk Map



City of Dahlonega WUI Risk Map



Lumpkin County Functional Wildland Urban Interface (WUI) Risk Map 2025



When considering the Functional WUI Risk map above, the largest portions of the County and City have been classified under the Functional WUI Categories of "sources of ember load to buildings" and "wildfire transmission zone" which are the two moderate risk categories. However, there are also locations within the County and City categorized as "primary exposure" and "secondary exposure" which represent to two highest threat categories. There are no areas designated as "low to no exposure" within Lumpkin County.

Functional Wildland Urban Interface

Functional WUI represents a classification of the land near buildings* into zones that generally describe wildfire exposure to structures and risk mitigation activities appropriate for each.

Primary Exposure — The Primary Exposure zone identifies where structures are immediately nearby (within 75m of) burnable land cover. Reducing fire intensity and ember production in this zone would reduce the exposure of nearby buildings to heat and embers. Buildings in this zone also require hardening of the structure to resist ignition.

Secondary Exposure — The Secondary Exposure zone identifies land where structures are within 1500 m of burnable land cover, meaning homes in this zone could be impacted by lofted embers or by home-to-home spread even though they are not immediately located with vegetation types classified as burnable. Structures in this zone would benefit from the hardening of the structure to resist ignition from embers and nearby structures, but defensible space is usually not required due to the heavily developed nature of the zone.

Sources of Ember Load to Buildings — These are areas of burnable land cover that produces embers capable of reaching nearby buildings. Ember production is a function of fire type and intensity, and ember travel is a function of wind speed and direction. Fuel treatment in this zone is a priority for reducing ember load to the nearby buildings.

Wildfire Transmission Zone — The Wildfire Transmission Zone is the unpopulated land within about 2.4 km of a group of structures. Fires that originate within or spread to the Wildfire Transmission Zone have an immediate threat of reaching the nearby structures; fuel treatments that slow fire spread in this zone can reduce risk to these structures.

Low-to-No Exposure — The Low-to-No Exposure zone identifies where structures beyond 1500m from a large (500 ha) contiguous blocks of burnable land cover. Flames—even from home-to-home spread—and embers have a relatively low likelihood of reaching structures in this zone zone, but smoke and evacuations could still impact this area.

Water — Classified as Non-burnable Water (NB8) in the Surface Fuel Map.

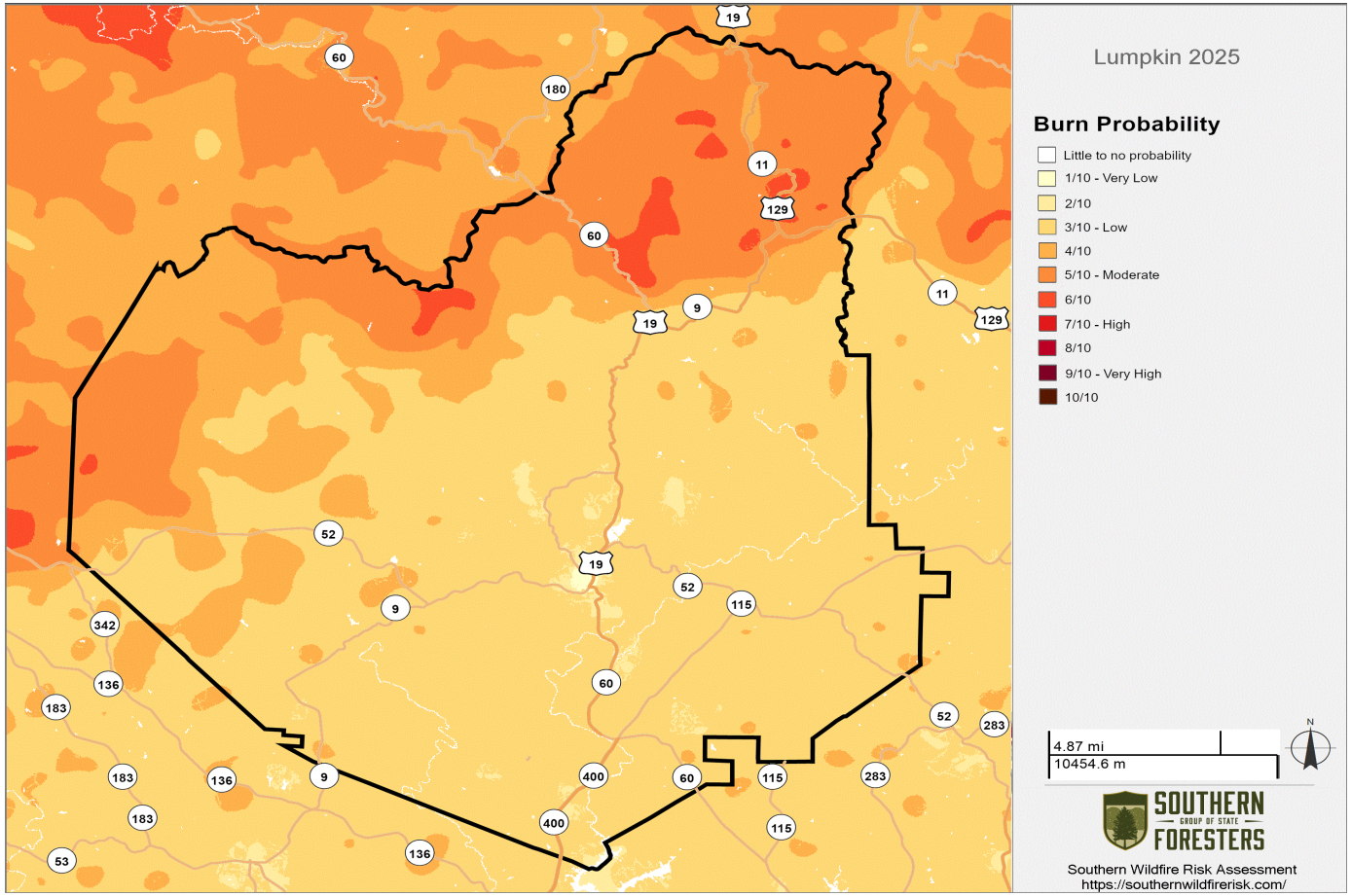
*Buildings used in producing Functional WUI are defined as greater than 40 m2

Data Source: Southern Wildfire Risk Assessment, Pyrologix 2023 (includes fuel disturbances through 2022)

	Functional Wildland Urban Interface Category	Acres	Percent
	Primary Exposure	53,822	19 %
	Secondary Exposure	6,883	2 %
	Sources of Ember Load to Buildings	159,569	56 %
	Wildfire Transmission Zone	64,436	23 %
	Low to No Exposure	0	0 %
	Water	1,393	0 %
	Total	**286,102**	**100 %**

Another useful tool in determining wildfire threat is the Burn Probability (BP) layer. The BP layer depicts the probability of an area burning given current landscape conditions, percentile weather, historical ignition patterns and historical fire prevention and suppression efforts. Described in more detail, it is the tendency of any given pixel to burn, given the static landscape conditions depicted by the LANDFIRE Refresh 2008 dataset (as resampled by FPA), contemporary weather and ignition patterns, as well as contemporary fire management policies (entailing considerable fire prevention and suppression efforts). The BP data does not, and is not intended to, depict fire-return intervals of any vintage, nor do they indicate likely fire footprints or routes of travel. Nothing about the expected shape or size of any actual fire incident can be interpreted from the burn probabilities. Instead, the BP data, in conjunction with the Fire Program Analysts FIL layers, are intended to support an actuarial approach to quantitative wildfire risk analysis (e.g., see Thompson et al. 2011). Values in the Burn Probability (BP) data layer indicate, for each pixel, the number of times that cell was burned by an FSim-modeled fire, divided by the total number of annual weather scenarios simulated. Burn probability raster data was generated using the large fire simulator - FSim - developed for use in the Fire Program Analysis (FPA) project. FSim uses historical weather data and current landcover data for discrete geographical areas (Fire Planning Units - FPUs) and simulates fires in these FPUs. Using these simulated fires, an overall burn probability and marginal burn probabilities at four fire intensities (flame lengths) are returned by FSim for each 270m pixel in the FPU. The fire growth simulations, when run repeatedly with different ignition locations and weather streams, generate burn probabilities and fire behavior distributions at each landscape location (i.e., cell or pixel). Results are objectively evaluated through comparison with historical fire patterns and statistics, including the mean annual burn probability and fire size distribution, for each FPU. This evaluation is part of the FSim calibration process for each FPU, whereby simulation inputs are adjusted until the slopes of the historical and modeled fire size distributions are similar and the modeled average burn probability falls within an acceptable range of the historical reference value (i.e., the 95% confidence interval for the mean).

Lumpkin County Burn Probability Map 2025



According to the Burn Probability map above, most of the County and the City have a low to moderate burn probability. The highest probability areas are located in the northernmost and western portions of the County. The areas with the lowest burn probability are located in the central and southern portions of the County including the City of Dahlonega.

Characteristic Fire Intensity Scale (FIS) is yet another way to gauge wildfire risk. FIS specifically identifies areas where significant fuel hazards and associated dangerous fire behavior potential exist based on a weighted average of four percentile weather categories. 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. Refer to descriptions below.

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 8 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 30 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
Very large flames up to 150 feet in length; profuse short-range spotting, frequent long-range spotting; strong fire-induced winds. Indirect attack marginally effective at the head of the fire. Great potential for harm or damage to life and property.

This dataset was derived from updated fuels and canopy data as part of the 2010 SWRA Update Project recently completed in May 2014. Since all areas in the South have fire intensity scale calculated consistently, it allows for comparison and ordination of areas across the entire region.

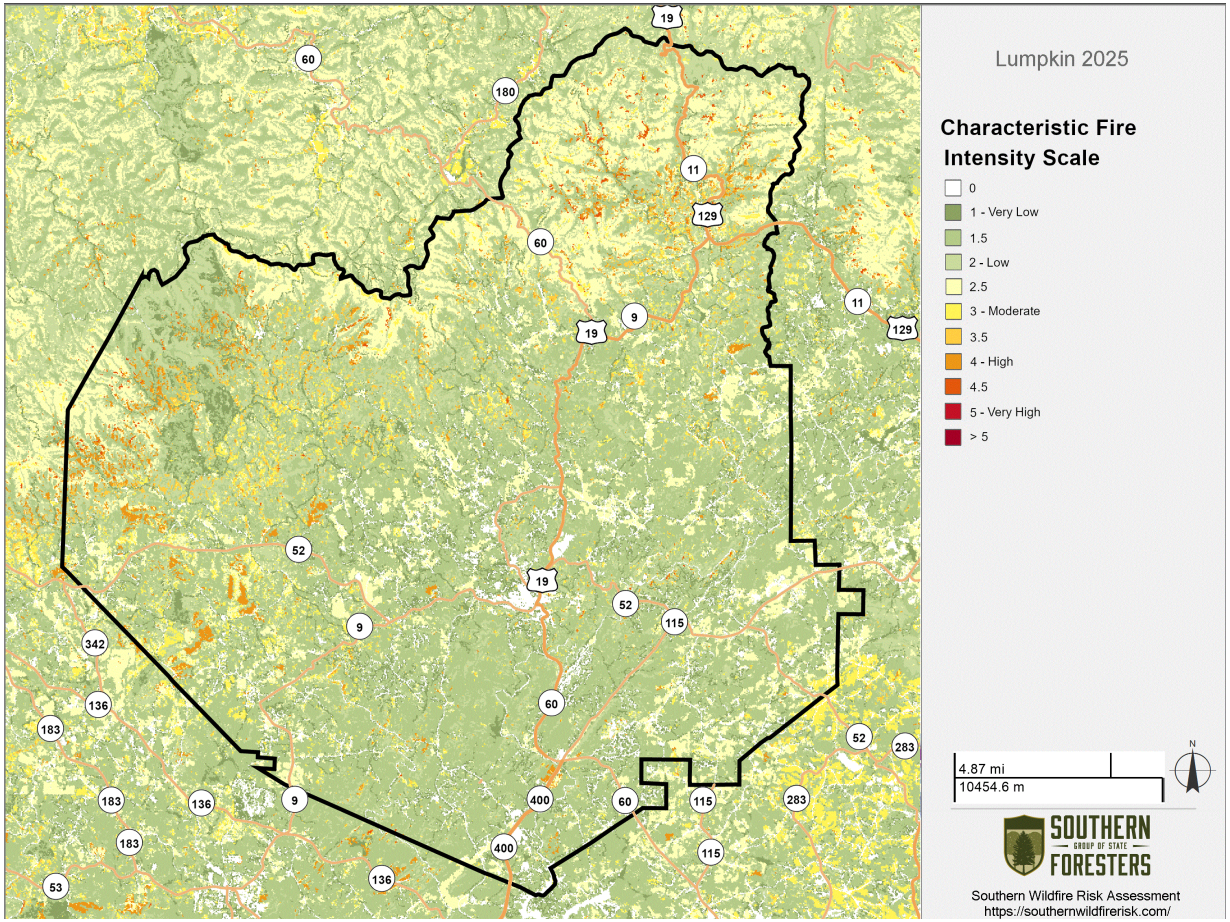
Fire intensity scale is a fire behavior output, which is influenced by three environmental factors - fuels, weather, and topography.



Weather is by far the most dynamic variable as it changes frequently. To account for this variability, four percentile weather categories were created from historical weather observations to represent low, moderate, high, and extreme weather days for each weather influence zone in the South. A weather influence zone is an area where, for analysis purposes, the weather on any given day is considered uniform.

The Fire Intensity Scale Map is derived at a 30-meter resolution. This scale of data was chosen to be consistent with the accuracy of the primary surface fuels dataset used in the assessment. While not appropriate for site specific analysis, it is appropriate for regional, county or local planning efforts. See the map on the following page.

Lumpkin County Fire Intensity Scale Map 2025



A review of the Fire Intensity Scale map above shows that, generally speaking, the highest fire intensities would tend to occur in the northern and western portions of the County. No portion of the County can truly be overlooked when considering fire intensities.

D. Estimate of Potential Losses – In most of the documented cases of wildfire within Lumpkin County, relatively little information on damages, in terms of dollars, was available. The potential commercial value of the land lost to wildfire cannot be accurately calculated, other than replacement costs of structures and infrastructure. With regard to the land itself, aside from the loss of timber and recreation, the damage is inestimable in terms of land rendered useless by ensuing soil erosion, elimination of wildlife cover and forage, and the loss of water reserves collected by a healthy forest. For available loss estimate information, please refer to the Critical Facilities Database (Appendix A).

E. Multi-Jurisdictional Concerns – As shown in the current WUI Risk map, not only does the County have a serious risk of wildfire, but the City as well. Any steps taken to mitigate the effects of wildfire should be undertaken on a countywide basis and include the City of Dahlonega. For Lumpkin County, it is estimated that 98.8 % percent of the total project area population live within the WUI.

F. Climate – Climate has always changed over time because of natural reasons like volcanic activity, solar radiation variations, and shifts in Earth's orbit. These changes happen slowly and result in temperature shifts, different rain patterns, and sea level changes. Other things like the makeup of the atmosphere and how continents are arranged also affect climate change over long periods. Lately, there's been a debate about how much human activities, like burning fossil fuels and cutting down forests, affect climate change. Some say natural factors are the main drivers, while others say human actions have a big impact. Most people think the truth is somewhere in the middle. But for this plan, what's causing climate change is largely irrelevant. One county can't modify the Earth's climate. Furthermore, any changes in climate probably won't change which natural hazards occur in Lumpkin County. It is more likely to make the natural hazards we already deal with, such as wildfire, occur more frequently or at a greater magnitude. If that does occur, it will become evident in the hazards history and frequency data used in this plan.

G. Vulnerable Populations - Vulnerable populations in Lumpkin County and the City of Dahlonega, each in very similar ways, may experience the impacts of natural hazards, including wildfire, differently than the rest of the population due to a variety of factors that increase their susceptibility to harm. These factors can include socioeconomic status, age, disability, race, language barriers, and housing conditions. Here’s a brief summary of how these populations might be affected differently:

Elderly and Disabled Populations: Older adults and individuals with physical or cognitive disabilities may have mobility challenges, which can make evacuation during emergencies more difficult. They may also have higher health risks during extreme weather events like heatwaves, floods, or storms, and may not have access to necessary medical care during such events.

Low-Income Communities: Low-income households often lack the resources to prepare for or recover from natural disasters. This includes limited access to flood insurance, poor housing conditions that may not be resilient to storms, and difficulty accessing emergency

services. These individuals may also be more likely to live in areas prone to hazards, such as floodplains or areas with inadequate infrastructure.

Racial and Ethnic Minorities: Racial and ethnic minorities may face higher levels of vulnerability due to limited access to healthcare, education, and social services. In some cases, these populations may be more likely to live in high-risk areas (such as floodplains) or in substandard housing that is less resilient to natural hazards.

Non-English Speakers: Individuals who speak limited or no English may face difficulties in understanding emergency warnings, evacuation instructions, or access to resources. Lack of access to multilingual communication can exacerbate their vulnerability during natural hazard events.

Homeless Individuals: Homeless individuals are especially vulnerable during natural hazards, as they may not have access to shelters or safe places to seek refuge during extreme weather events. They may also lack the ability to store supplies or evacuate to a safe location.

Children: Children are particularly vulnerable to the impacts of natural hazards due to their developmental stage and reliance on caregivers. They may also face challenges in evacuation due to age or disability and may be at higher risk for trauma and health issues in the aftermath of a disaster.

In general, vulnerable populations may experience greater exposure, fewer resources for mitigation and recovery, and more severe consequences from natural hazards compared to the rest of the population. This highlights the need for inclusive disaster planning, preparedness, and response strategies that address the specific needs of these groups.

H. Hazard Summary – Wildfires pose a serious threat to Lumpkin County in terms of property damage, as well as injuries and loss of life. Wildfires are one of the most frequently occurring natural hazards within the County each year. Based on the frequency of this hazard, as well as its ability to inflict devastation most anywhere in the County, the mitigation measures identified in this plan will be thoroughly pursued. Specific mitigation actions related to wildfire are identified in *Chapter 5*.

2.6 Drought



A. Hazard Identification –The term "drought" has various meanings, depending upon context. To a farmer, a drought is a period of moisture deficiency that affects the crops under cultivation (even two weeks without rainfall can stress many crops during certain periods of the growing cycle). To a water manager, a drought is a deficiency in water supply that affects water availability and water quality. To a meteorologist, a drought is a prolonged period when precipitation is less than normal. To a hydrologist, a drought is an extended period of decreased precipitation and streamflow.

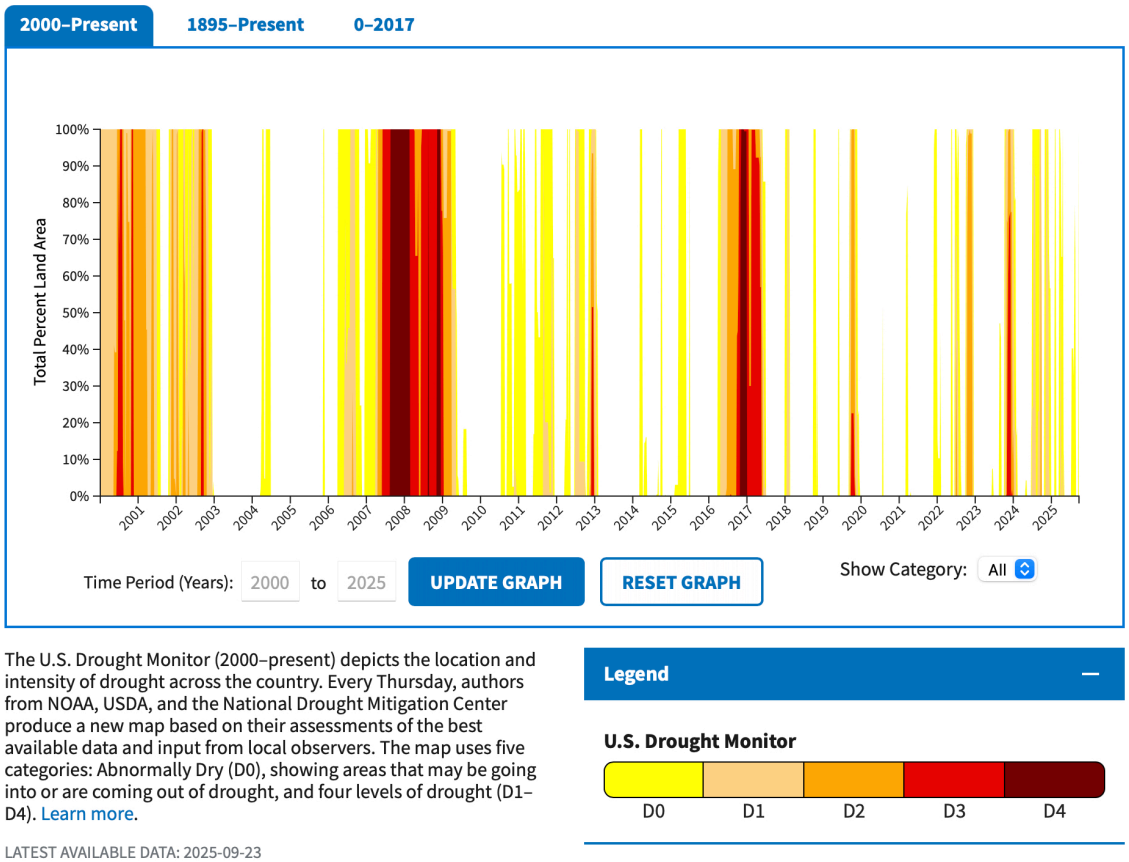
Drought is a normal, recurrent feature of climate. It occurs almost everywhere, although its features vary from region to region. Droughts in Georgia historically have severely affected municipal and industrial water supplies, agriculture (including both livestock and crops), stream water quality, recreation at major reservoirs, hydropower generation, navigation, and forest resources. Drought is also a key factor in wildfire development by making natural fuels (grass, brush, trees, dead vegetation) more fire prone.

In Georgia, droughts have been documented at U.S. Geological Survey (USGS) streamflow gaging stations since the 1890's. From 1910 to 1940, about 20 streamflow gaging stations were in operation. Since the early 1950's through the late 1980's, about 100 streamflow gaging stations were in operation. Currently, the USGS streamflow gaging network consists of more than 135 continuous-recording gages. Groundwater levels are currently monitored at 165 wells equipped with continuous recorders.

B. Hazard Profile – The Lumpkin County HMPC reviewed historical data from the National Oceanic and Atmospheric Administration (NOAA), the National Climatic Data Center (NCDC), the U.S. Geological Survey (USGS), the Georgia Department of Natural Resources (GA DNR) and the Georgia Forestry Commission (GFC) in researching drought events of the County and the State. Most historical information related to drought within this Plan has been derived from USGS streamflow data and NOAA precipitation data. Due to the nature of drought to affect large areas of the State simultaneously and the availability of only very limited County-specific drought information, the threat of drought is looked at within this Plan from a statewide perspective. Similarly, due to limited month-by-month information on drought, this hazard will be quantified on an annual basis (either there was a drought or there was not for any given year within the State). These guidelines are also used in Appendix B and Appendix C with regard to historical hazard information.

In the State of Georgia drought conditions, identified by USDA, NDMC, NOAA, USGS, and other sources, occurred in 24 of the past 50 years. Lumpkin County was likewise affected during those same periods.

The U.S. Drought Monitor chart below shows historical drought conditions from 2000 through 2024.



Some of the more significant droughts to affect the State of Georgia include the following:

1903-1905: According to the USGS, the 1903 to 1905 drought is "the earliest recorded severe drought in Georgia." In 1904, the U.S. Weather Bureau (today's National Weather Service) reported, "Levels in streams and wells were the lowest in several years. Many localities had to conserve water for stock and machinery and many factories were forced to close or operate at half capacity." When the 1903 drought struck, farm jobs dried up as quickly as the fields. The cities attracted many of these workers who migrated to Atlanta.

1924-1927: The drought that struck from 1924 to 1927 affected a wider area than simply north Georgia, affecting the Coosa River and Altamaha Basin as well at the Chattahoochee River. The U.S. Weather Bureau reported the lowest stream levels ever recorded in north Georgia in July-September of 1925, stating that the drought not only affected agricultural operations, but industrial operations as well. The scarcity of water had a profound influence on industrial and agricultural conditions in Georgia. This may have been the first time Georgia media used the term "Drought of the Century". Combined with the ongoing devastation from the boll weevil and technological advances in agriculture that increased efficiency and thereby reduced the number of farm jobs, migration from rural Georgia to urban Georgia increased significantly. The impact of this drought, plus other natural events, helped send the Georgia economy into a depression well before the rest of the United States.

1930-1935: Although the drought of 1930-1935 had little long-term impact on north Georgia, it contributed to the ongoing economic problems throughout the state and the United States as a whole. The USGS reports that the severity of this drought "exceeded a 25-year recurrence interval" in central and southwestern Georgia and affected much of the Country. In extreme northern and southeastern Georgia, the recurrence interval was 10–25 years. This period was also referred to as the "Drought of the Century."



1938-1944: Many of the same areas that suffered during the 1930 to 1935 drought endured severe drought again from 1938 to 1944. The drought of 1938-1944 struck the upper Coosa River basin and the Chattahoochee River basin. According to USGS the recurrence interval exceeded 50 years in those areas. In extreme northern and southwestern Georgia, the drought had recurrence intervals of 10–25 years. It was this drought that convinced politicians to move towards massive hydroelectric projects that would supply power and keep water available to constituents throughout long dry spells. One of the key supporters of hydroelectric power in the United States was Senator Richard B. Russell, member of the Senate Appropriations Committee. The first such dam in the State, Allatoona, was begun in 1941 and completed after World War II.

1950-1957: A large statewide drought lasted from 1950 to 1957. Most streamflows had recurrence intervals exceeding 25 years according to USGS. The catastrophic drought devastated crops by 1954. This event also earned the title as "Drought of the Century." This drought was most severe in southern Georgia, with most streamflows having recurrence intervals exceeding 25 years. In northeastern Georgia, the drought severity also exceeded the 25-year recurrence interval. The low rainfall affected the length of time it took to fill Lake Lanier for the first time since its creation in 1950 and completion in 1956. In northwestern Georgia, the recurrence interval of the drought was between 10 and 25 years.

1976-1978: According to USGS, beginning in 1976, the weather over southwest Georgia turned towards a persistent pattern of late-summer drought including parts of the Chattahoochee Valley.

1980-1982: The 1980 to 1982 drought resulted in the lowest streamflows since 1954 in most areas, and the lowest streamflows since 1925 in others. Recurrence intervals of 10–25 years were common in most of Georgia. Pool levels at four major reservoirs receded to the lowest levels since first filling. Groundwater levels in many observation wells were lower than previously observed. Nearly continuous declines were recorded in some wells for as long as 20 consecutive months, and water levels remained below previous record lows for as long as nine consecutive months.

1985-1989: Many North Georgia residents remember the drought of 1985 to 1989 that saw Lake Lanier reach its lowest levels since it was filled in 1950. Streamflows touched the lows reached during the 1925 drought. Water-supply shortages occurred in Georgia in 1986. Shortages first occurred in a few Atlanta metropolitan systems, primarily because of large demand and small reservoir storage. As the drought continued, other systems in the southern part of the metropolitan area also had water-supply problems, as did several municipalities in northern and central Georgia. During 1986, the U.S. Army Corps of Engineers significantly decreased the release of water from Lake Lanier, but reservoir levels continued to recede to about 2 feet above the record minimum lake level. Ground-water levels in northern Georgia were significantly less than normal during the 1985 to 1989 drought, and shortages in ground-water supplies from domestic wells occurred in the northern one-third of the State.

1998-2002: From 1998 through 2002, with a brief respite in 2000-2001, North Georgia suffered through a historic drought. The term "historic," in this instance, is used by weathermen to describe a drought of unusually long duration, one of the three measures of a drought. While the regional impact of a long-term drought is massive, in North Georgia's case, the drought's effect was mitigated, simply because of technology, mostly the dams built by the Corps of Engineers and others. Earlier droughts, however, did not have the benefit of these dams and had a "historic" impact on North Georgia. Shortages of surface-water supplies similar to those during 1986 occurred in the 1998 to 2002 drought. Water shortages during the summer of 2000 prompted the Georgia Department of Natural Resources to institute statewide restrictions on outdoor water use.



2006-2009: Beginning in late 2006 another drought struck north Georgia, on the heels of the earlier 5-year drought. River levels plummeted, causing lakes to fill up more slowly when water was released. Georgia politicians battled against the Army Corps of Engineers' continuous flow requirement for Lake Lanier due to the looming water shortages. The Georgia Environmental Protection Division (EPD) declared a level four drought response across the northern third of Georgia, including Lumpkin County, which prohibits most types of outdoor residential water use effective immediately.

Lake Lanier and Lake Allatoona 2007 (L to R)



2011-2012: For two years beginning in 2011, the County was impacted once again by a relatively short, but severe drought.

2016-2017: A severe drought was experienced between 2016 and 2017.

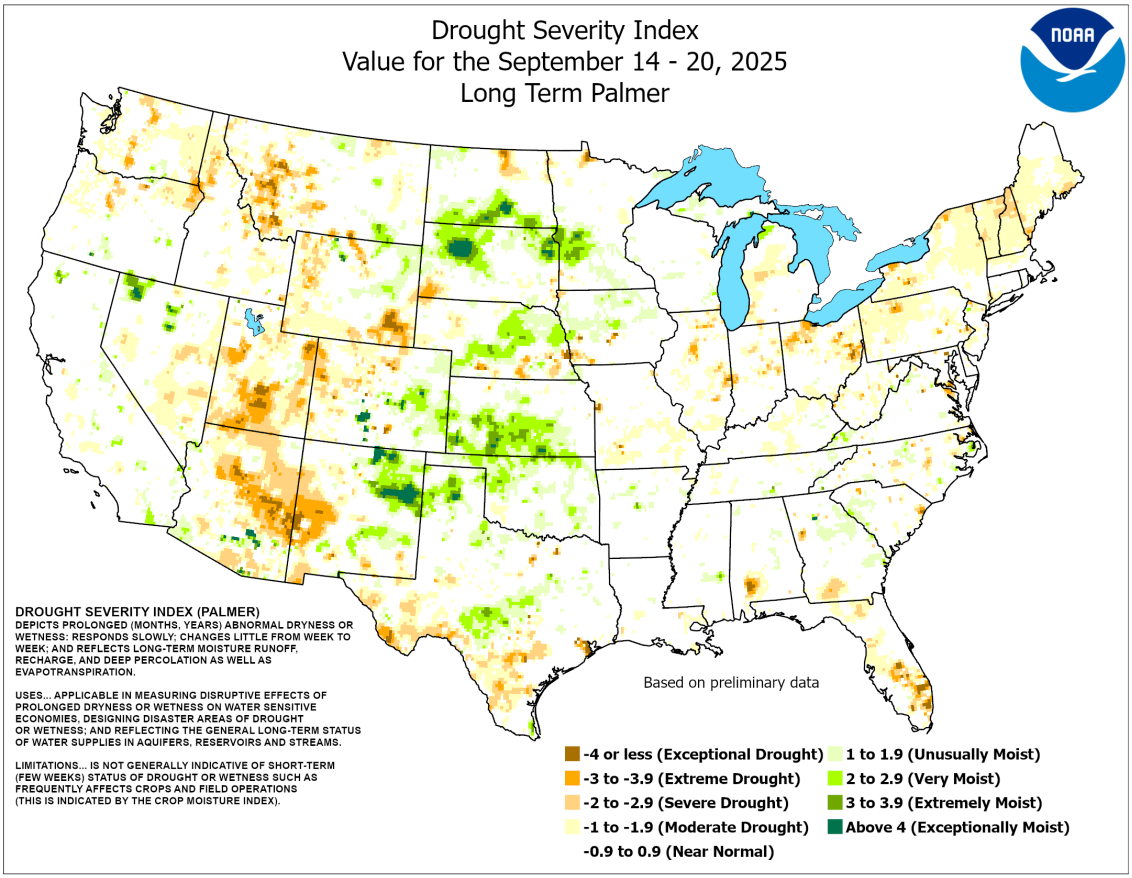


2023: More recently in 2023, the County experienced moderate drought conditions.

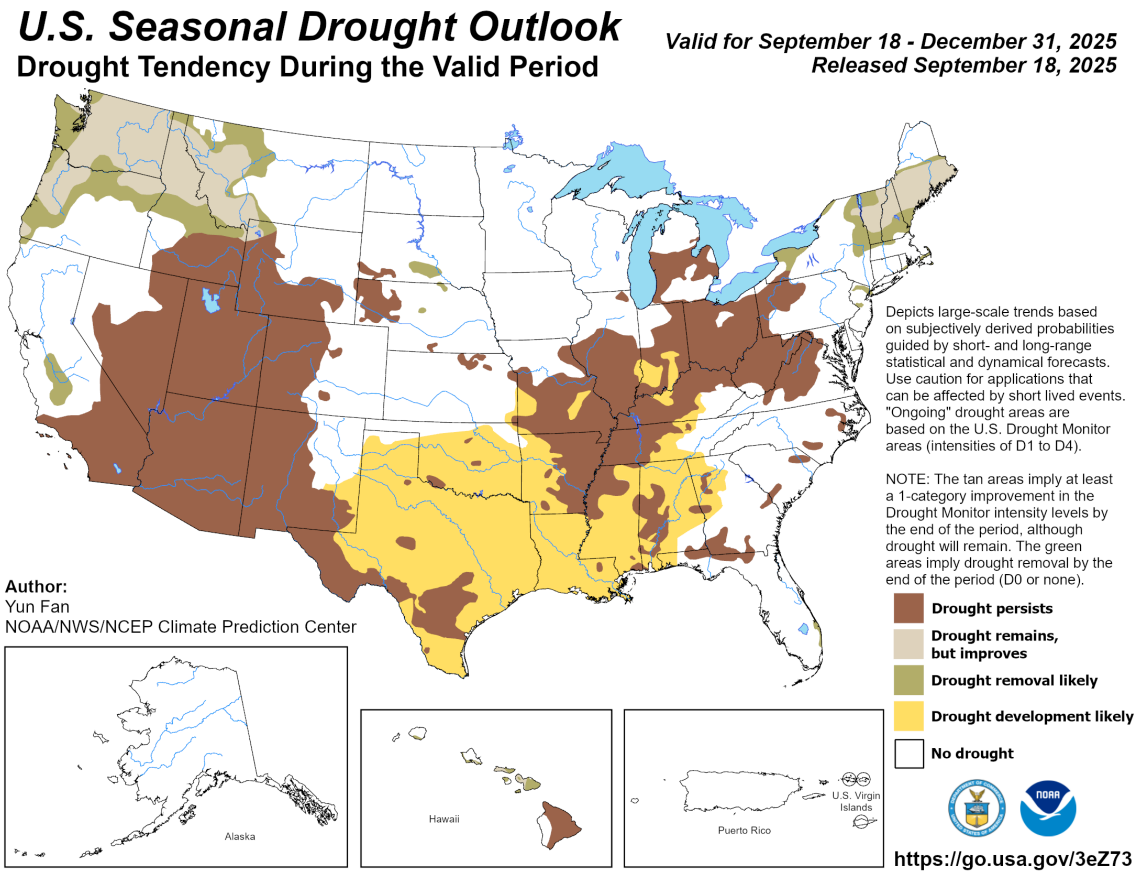
Agricultural crop damage during periods of drought is difficult to estimate. Water supplies, industries, power generation, agriculture, forests, wetlands, stream water quality, navigation, and recreation for the State of Georgia have been severely impacted over time. Because of the extremely unpredictable nature of drought (to include duration), reliably calculating a recurrence interval is difficult. The Hazard Frequency Table in Appendix C analyzes historical data from the past fifty years to provide a general idea of the frequency of drought within the State.

The Palmer Drought Severity Index (PDSI) is updated weekly by the Climate Prediction Center. It is based on rainfall, temperature and historic data, and is computed based on a complex formula devised by W.C. Palmer in 1965. One advantage of the PDSI is that as a strictly numeric product, PDSI values can be computed back to the beginning of the historic record. Disadvantages of the PDSI are that it is slow to detect quick-onset droughts, and does not reflect snowpack, an important component of water supply in the western United States. The Palmer was the main drought index in the United States before the U.S. Drought Monitor, which is also included in this section.

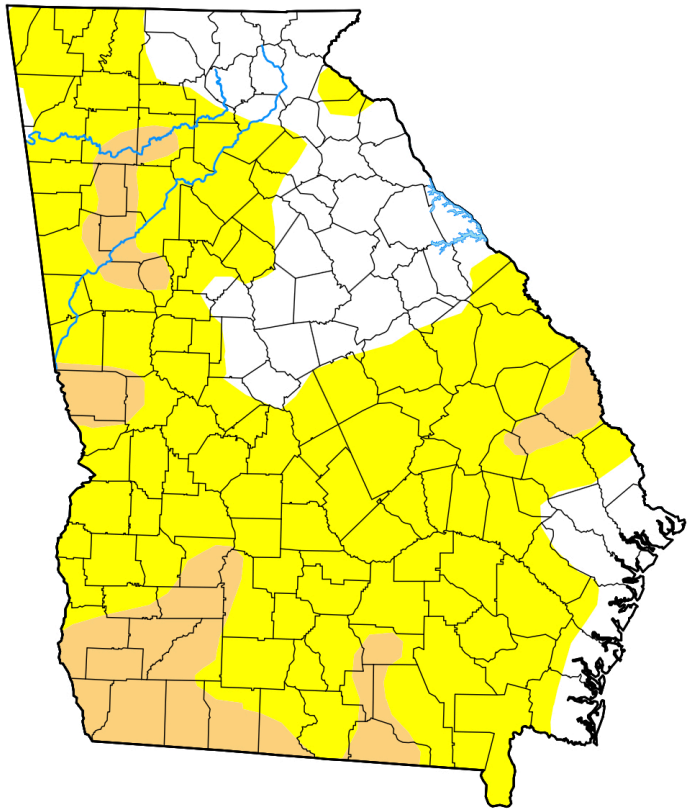
The PDSI map below shows current drought conditions nationwide and is updated weekly. According to the map, the County's current drought status, as of September 14-20, 2025, is "near normal".



As of September 9, 2025, the US Drought Monitor (USDM) indicated that 36% of the contiguous United States (CONUS) was experiencing moderate to exceptional drought (D1 to D4), with an additional 24% classified as abnormally dry. Extensive long-term drought conditions were primarily concentrated in the western CONUS. Conversely, abnormally dry conditions and drought (D0 to D3) have rapidly emerged across portions of the Middle Mississippi Valley, Ohio Valleys, and the Northeast, attributed to significant rainfall deficits since early August. The preceding week maintained a similar arid pattern across the eastern half of the CONUS, suggesting anticipated drought expansion and degradation in this region. The western CONUS presented a mixed scenario, observing both one-to-two class improvements and degradations within the past 30 days. For the October-November-December (OND) season, drought improvement is projected for parts of the Pacific Northwest and Northeast, supported by forecasts of near to above-normal precipitation and a favorable period for soil moisture replenishment. Persistence or improvement is also probable for existing drought in parts of the Southeast, given predicted near to above-normal precipitation for the OND season. Persistence is forecast for the remaining existing drought across much of the western half of the CONUS, portions of the Great Plains, Middle and Lower Mississippi Valleys, Tennessee Valley and Ohio Valley. Furthermore, potential drought development is anticipated across much of the Southern Region and much of Alabama, parts of northwestern Georgia and central Tennessee as the Climate Prediction Center (CPC) monthly and seasonal outlooks favor near to below-normal precipitation and above-normal temperatures in these areas.



The U.S. Drought Monitor is a weekly product that synthesizes climatic, hydrologic, and soil data with expert analysis to classify drought intensity across the United States. It integrates information from federal and state entities, research institutions, and field observations to provide a consistent national depiction of drought severity. The product is used to inform resource allocation, policy decisions, and drought response programs. The U.S. Drought Monitor map for the State of Georgia indicates that as of September 18, 2025, Lumpkin County is experiencing no drought conditions. *Source: U.S. Drought Monitor, University of Nebraska–Lincoln, USDA, NOAA.*



Map released: Thurs. September 18, 2025

Data valid: September 16, 2025 at 8 a.m. EDT

Intensity

- None
- D0 (Abnormally Dry)
- D1 (Moderate Drought)
- D2 (Severe Drought)
- D3 (Extreme Drought)
- D4 (Exceptional Drought)
- No Data

Authors

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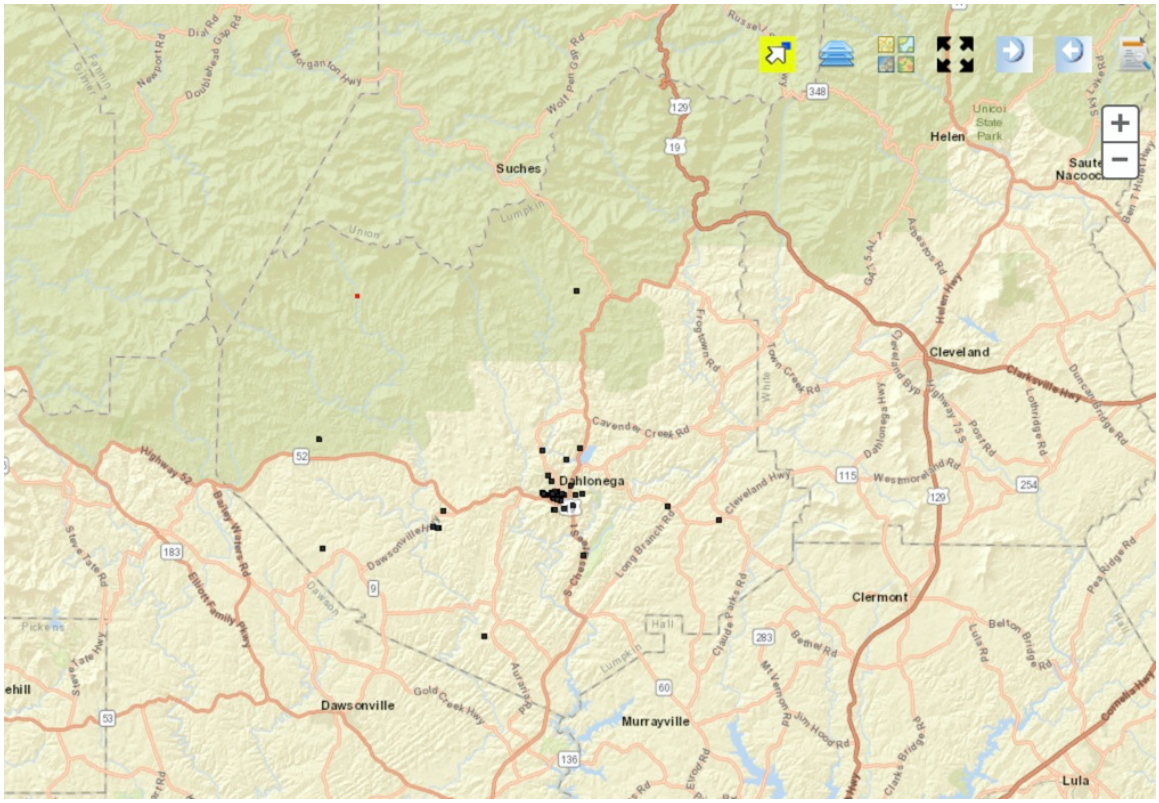
Pacific Islands and Virgin Islands Author(s):

Brad Rippey, U.S. Department of Agriculture

C. Assets Exposed to Hazard – All public and private property including critical facilities are susceptible to drought since this hazard is not spatially defined. The danger of drought is compounded due to the fact that drought conditions create a heightened risk for wildfire. The GEMA map below identifies critical facilities located within the hazard area, which in the case of drought includes all areas within the County and City.



D. Estimate of Potential Losses – No damage to facilities is anticipated as a result of drought conditions, aside from the threat of wildfire. Crop damage cannot be accurately quantified due to several unknown variables: duration of the drought, temperatures during the drought, severity of the drought, rainfall requirements for specific crops and livestock, and the different growing seasons. There may also be financial losses related to water system shortages. For loss estimate information, please refer to Appendix A, the Critical Facilities Database, and Appendix D, Worksheet 3a, for each jurisdiction.

E. Multi-Jurisdictional Concerns – Agricultural losses associated with drought are more likely to occur in the rural, less concentrated areas of the County. Although the City of Dahlonega may be slightly less likely to experience agricultural-related drought losses than the County, they can be financially impacted by water resource-related drought losses.

F. Climate – Climate has always changed over time because of natural reasons like volcanic activity, solar radiation variations, and shifts in Earth's orbit. These changes happen slowly and result in temperature shifts, different rain patterns, and sea level changes. Other things like the makeup of the atmosphere and how continents are arranged also affect climate change over long periods. Lately, there's been a debate about how much human activities, like burning fossil fuels and cutting down forests, affect climate change. Some say natural factors are the main drivers, while others say human actions have a big impact. Most people think the truth is somewhere in the middle. But for this plan, what's causing climate change is largely irrelevant. One county can't modify the Earth's climate. Furthermore, any changes in climate probably won't change which natural hazards occur in Lumpkin County. It is more likely to make the natural hazards we already deal with, such as drought, occur more frequently or at a greater magnitude. If that does occur, it will become evident in the hazards history and frequency data used in this plan.

G. Vulnerable Populations - Vulnerable populations in Lumpkin County and the City of Dahlonega, each in very similar ways, may experience the impacts of natural hazards, including drought, differently than the rest of the population due to a variety of factors that increase their susceptibility to harm. These factors can include socioeconomic status, age, disability, race, language barriers, and housing conditions. Here's a brief summary of how these populations might be affected differently:

Elderly and Disabled Populations: Older adults and individuals with physical or cognitive disabilities may have mobility challenges, which can make evacuation during emergencies more difficult. They may also have higher health risks during extreme weather events like heatwaves, floods, or storms, and may not have access to necessary medical care during such events.

Low-Income Communities: Low-income households often lack the resources to prepare for or recover from natural disasters. This includes limited access to flood insurance, poor housing conditions that may not be resilient to storms, and difficulty accessing emergency services. These individuals may also be more likely to live in areas prone to hazards, such as floodplains or areas with inadequate infrastructure.

Racial and Ethnic Minorities: Racial and ethnic minorities may face higher levels of vulnerability due to limited access to healthcare, education, and social services. In some cases, these populations may be more likely to live in high-risk areas (such as floodplains) or in substandard housing that is less resilient to natural hazards.

Non-English Speakers: Individuals who speak limited or no English may face difficulties in understanding emergency warnings, evacuation instructions, or access to resources. Lack of access to multilingual communication can exacerbate their vulnerability during natural hazard events.

Homeless Individuals: Homeless individuals are especially vulnerable during natural hazards, as they may not have access to shelters or safe places to seek refuge during

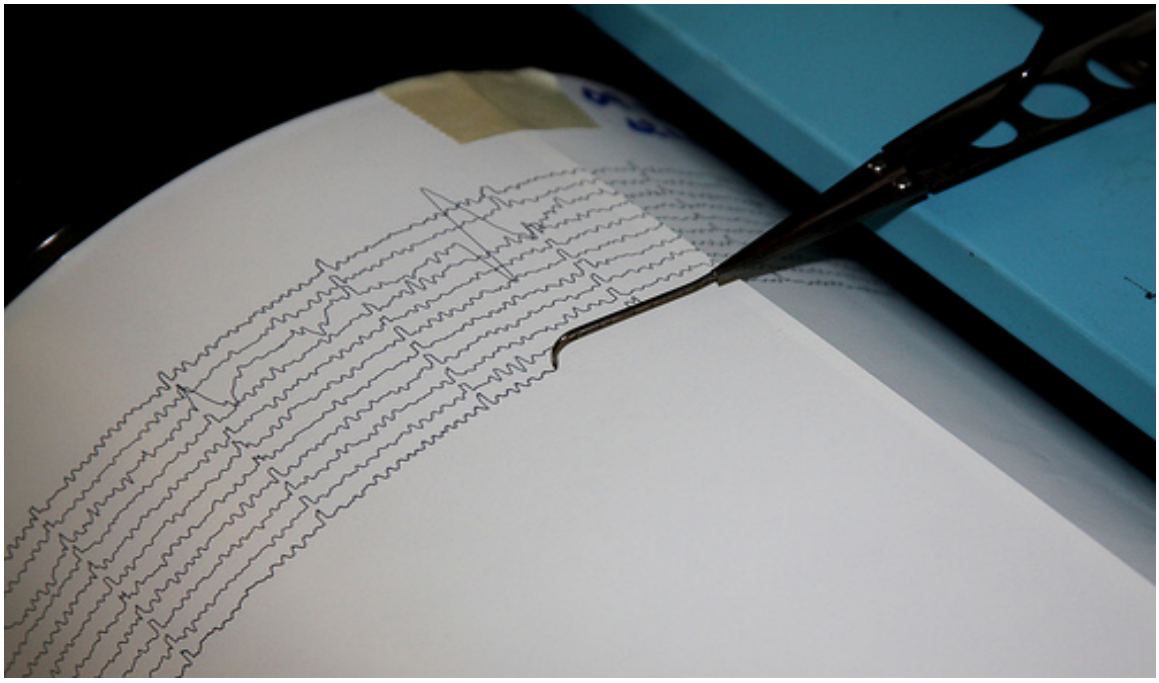
extreme weather events. They may also lack the ability to store supplies or evacuate to a safe location.

Children: Children are particularly vulnerable to the impacts of natural hazards due to their developmental stage and reliance on caregivers. They may also face challenges in evacuation due to age or disability and may be at higher risk for trauma and health issues in the aftermath of a disaster.

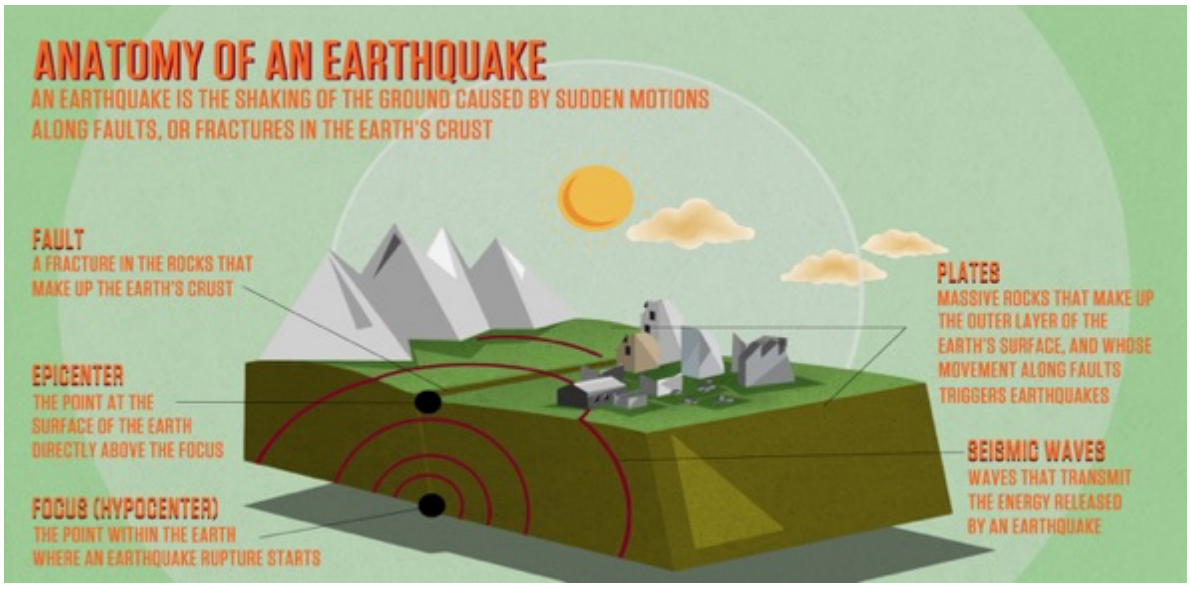
In general, vulnerable populations may experience greater exposure, fewer resources for mitigation and recovery, and more severe consequences from natural hazards compared to the rest of the population. This highlights the need for inclusive disaster planning, preparedness, and response strategies that address the specific needs of these groups.

H. Hazard Summary – Unlike other hazard events, drought causes damage slowly. A sustained drought can cause severe economic stress to the agricultural interests of the County and even the entire State or Region. The potential negative effects of sustained drought are numerous. In addition to an increased threat of wildfires, drought can affect water supplies, stream-water quality, water recreation facilities, hydropower generation, as well as agricultural and forest resources. The HMPC realized the limitations associated with mitigation actions for drought, but did identify some basic mitigation measures in *Chapter 5*.

2.7 Earthquakes

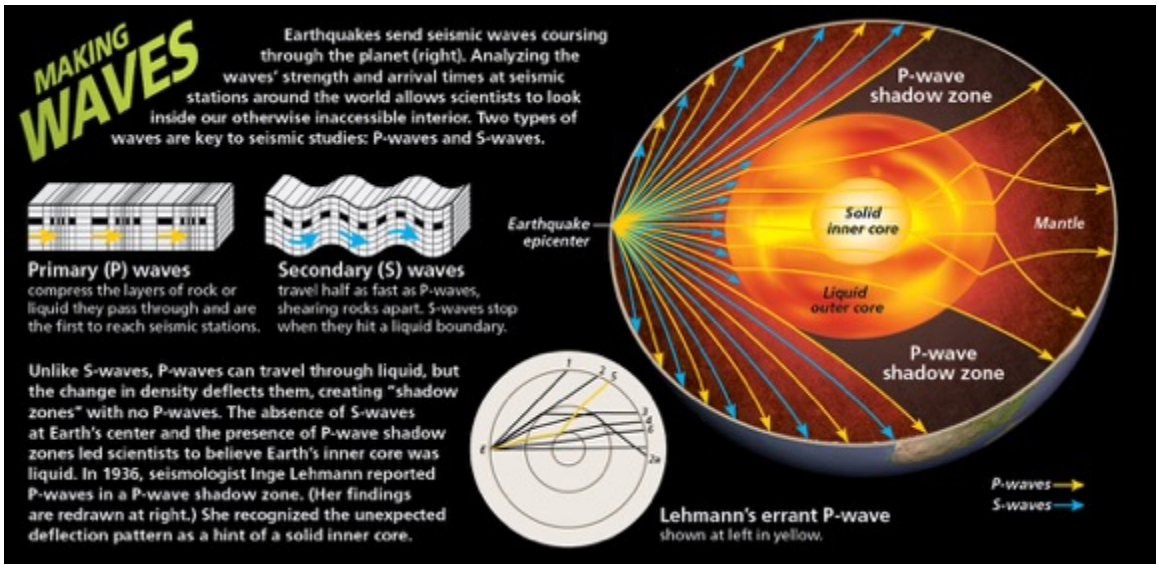


A. Hazard Identification – One of the most frightening and destructive natural hazards is a severe earthquake. An earthquake is a sudden movement of the Earth, caused by the abrupt release of strain that has accumulated over a long time. The forces of plate tectonics shape the Earth as the huge plates that form the Earth's surface slowly move over, under, and past each other. Sometimes the movement is gradual. At other times, the plates are locked together, unable to release the accumulating energy. When the accumulated energy grows strong enough, the plates break free. If the earthquake occurs in a populated area, it may cause many deaths, injuries and extensive property damage.



The goal of earthquake prediction is to give warning of potentially damaging earthquakes early enough to allow appropriate response to the disaster, enabling people to minimize loss of life and property. The U.S. Geological Survey conducts and supports research on the likelihood of future earthquakes. This research includes field, laboratory, and theoretical investigations of earthquake mechanisms and fault zones. A primary goal of earthquake research is to increase the reliability of earthquake probability estimates. Ultimately, scientists would like to be able to specify a high probability for a specific earthquake on a particular fault within a particular year. Scientists estimate earthquake probabilities in two ways: by studying the history of large earthquakes in a specific area and the rate at which strain accumulates in the rock.

Scientists study the past frequency of large earthquakes in order to determine the future likelihood of similar large shocks. For example, if a region has experienced four magnitude 7 or larger earthquakes during 200 years of recorded history, and if these shocks occurred randomly in time, then scientists would assign a 50 percent probability (that is, just as likely to happen as not to happen) to the occurrence of another magnitude 7 or larger quake in the region during the next 50 years. But in many places, the assumption of random occurrence with time may not be true, because when strain is released along one part of the fault system, it may actually increase on another part.

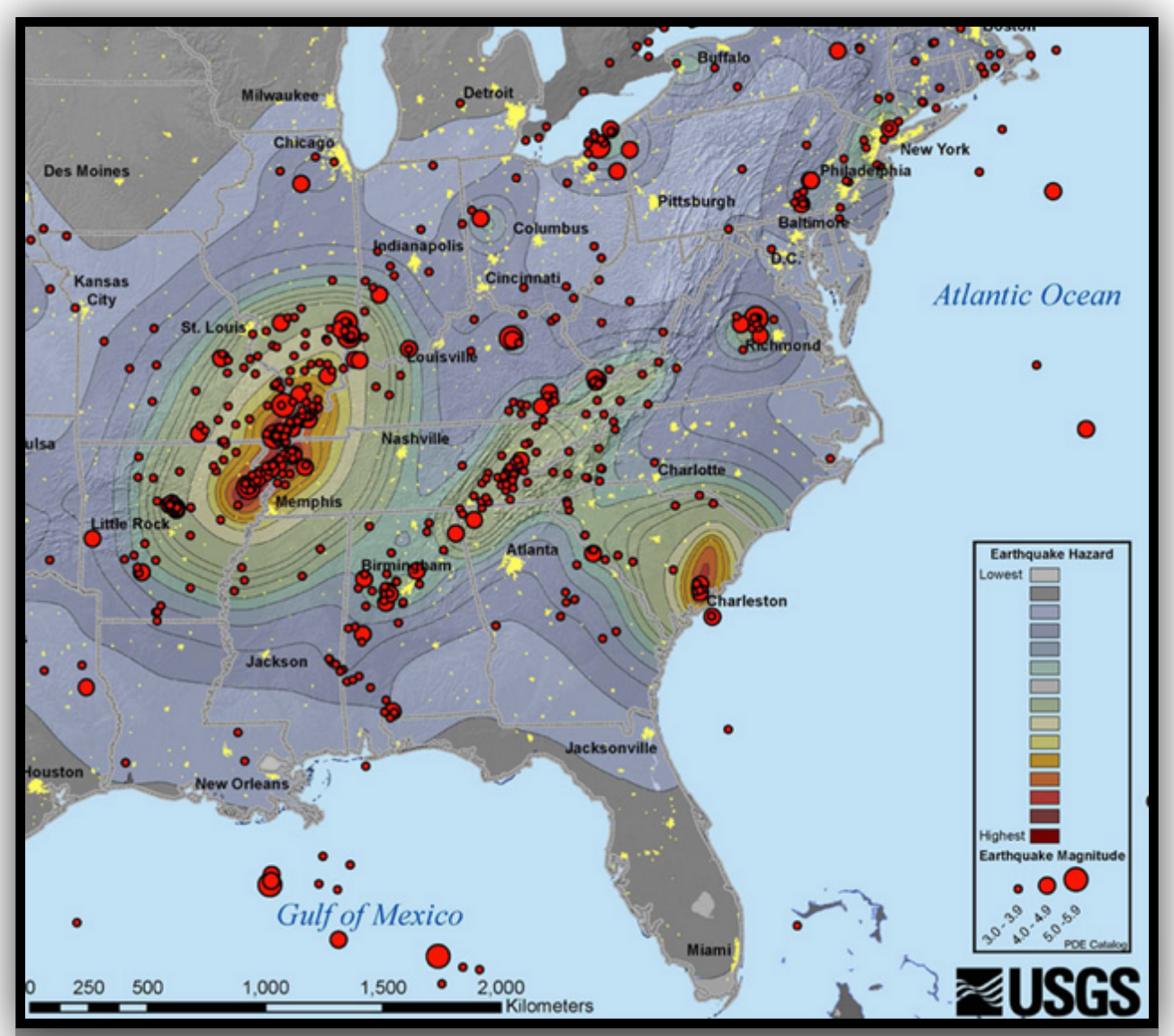


Another way to estimate the likelihood of future earthquakes is to study how fast strain accumulates. When plate movements build the strain in rocks to a critical level, like pulling a rubber band too tight, the rocks will suddenly break and slip to a new position. Scientists measure how much strain accumulates along a fault segment each year, how much time has passed since the last earthquake along the segment, and how much strain was released in the last earthquake. This information is then used to calculate the time required for the accumulating strain to build to the levels that result in an earthquake. This simple model is complicated by the fact that such detailed information about faults is rare. In the United States, only the San Andreas Fault system has adequate records for using this prediction method.

Magnitude and intensity measure different characteristics of earthquakes. Magnitude measures the energy released at the source of the earthquake and is determined from measurements on seismographs. Intensity measures the strength of shaking produced by the earthquake at a certain location and is determined from effects on people, human structures, and the natural environment. The following table compares the Richter Scale and the Modified Mercalli Intensity Scale, and describes intensities that are typically observed at locations near the epicenter of earthquakes of different magnitudes.

Richter Magnitude Scale (M)	Modified Mercalli Intensity Scale (MMI)	Magnitude/Intensity felt near an earthquake epicenter
1.0- 1.9	I	An M=1 is roughly equivalent to a quarry blast and can be generated by non-earthquake related events (such as a rock fall). Earthquakes of this intensity are generally not felt.
2.0-2.9	II	Felt by only a few people at rest, especially on the upper floors of buildings.
3.0-3.9	III	Felt noticeably by people indoors or on upper floors of buildings, but may not be recognized as an earthquake (similar to shaking by a passing truck, typically very short in duration).
4.0-4.9	IV-V	Felt noticeably by people both indoors and outdoors. Will wake some sleeping people. Walls will make cracking noises, and dishes, doors, and windows will rattle or move. Motor vehicles will rock noticeably. MMI=5 will cause unstable objects to fall or overturn; pendulum clocks may stop.
5	VI-VII	An M=5 earthquake is roughly equivalent to the force of a 10 kiloton nuclear blast (like Hiroshima). Earthquakes of this magnitude are felt by practically everyone. Damage is negligible in well-constructed buildings. Plaster may crack and fall; some chimneys may be broken.
6	V11-IX	Damage negligible in well-designed buildings. Slight to great damage to buildings and infrastructure of poor design.
7	VIII and higher	Well designed buildings may experience some damage. Building and bridges may shift off their foundations or partially collapse.
8	X and higher	Wooden building may be destroyed. Few masonry structures remain standing. Bridges destroyed; rail lines are bent.
9	XII	Damage total. The ground is distorted. Objects are thrown into the air.

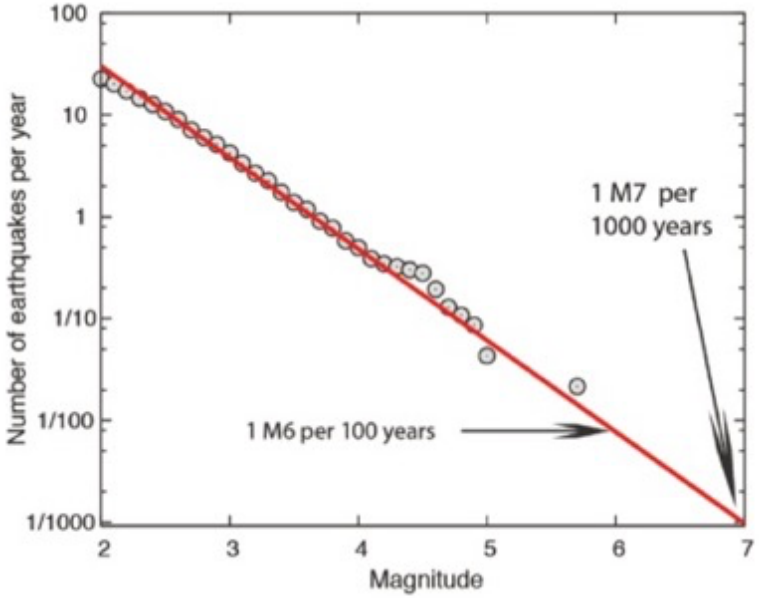
The following USGS map provides a historical overview of earthquakes in the Southeastern United States.



B. Hazard Profile – Today, earthquakes are much more common and severe on the West Coast than they are on the East Coast. Significant earthquakes in Georgia are uncommon, which often leads to complacency over these potentially devastating events. Earthquakes that occur in the eastern U.S. are quite efficient at transmitting seismic energy over large distances. So the destruction and damage of these earthquake may be more significant than their magnitude would indicate.

Any portion of Georgia can feel the effects of an earthquake from time to time. The northern half of Georgia is the most seismically active, particularly in the most northwestern counties. Seismic activity in northwest Georgia is frequent by the standards of the State, but damage from this activity is usually minor or moderate at worst. The area usually experiences one magnitude 4.0 earthquake about every 5 to 10 years. This typically involves a startling vibration what may rock objects off shelves or crack some plaster, but does not involve devastating destruction.

The greatest earthquake threat to the State of Georgia is most likely a repeat of a major earthquake outside of its borders. Both the great Charleston earthquake of 1886 and the New Madrid earthquakes of 1811-1812 caused the greatest damage within Georgia of any other known earthquakes on record. Damages included toppled chimneys, broken windows, cracked plaster, and other similar damage. Due to population growth, a similar earthquake today would have the potential to be much more devastating. On average, these major earthquakes have the potential to occur about once every 100 years in the eastern U.S.

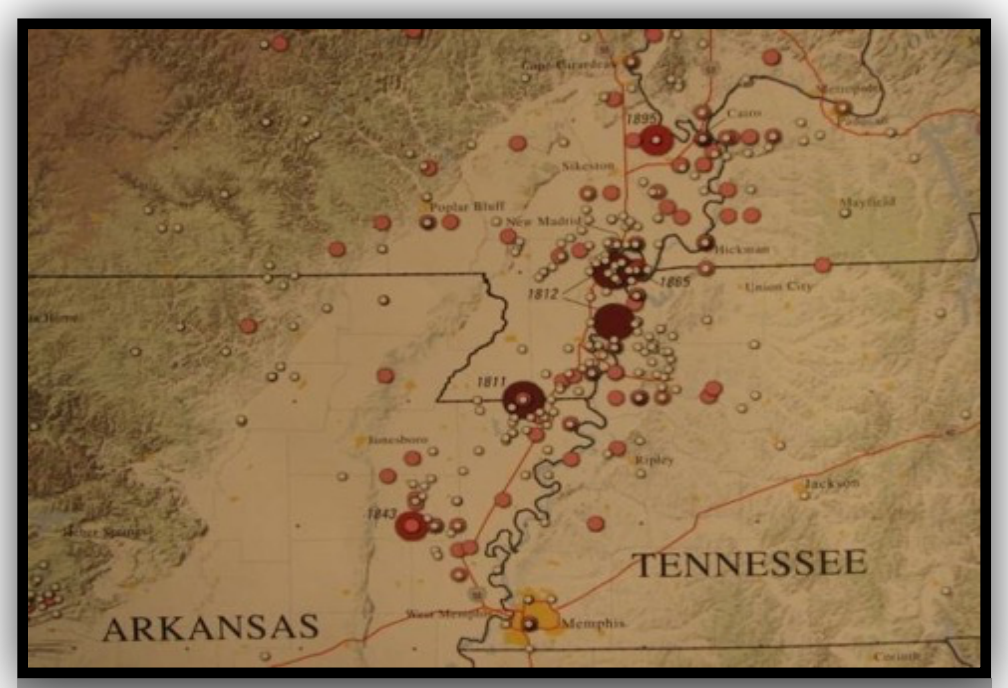


Using the earthquakes recorded in and around Georgia since 1962 the long-term estimated return period of larger earthquakes can be estimated. A magnitude 6 is expected about every 100 years and a magnitude 7 about every 1000 years. See graph above.

Significant and/or recent earthquakes that impacted Georgia

1811-1812: The first earthquakes recorded as being felt in Georgia were the great New Madrid earthquakes of 1811-1812 (also known as the Mississippi River Valley earthquakes) centered in northeast Arkansas and New Madrid, Missouri. There were hundreds of earthquakes during the two month period between December 16, 1811 and February 7, 1812. On the basis of the large area of damage (600,000 square kilometers), the widespread area of perceptibility (5,000,000 square kilometers), and the complex physiographic changes that occurred, this series of earthquakes rank as some of the largest in the United States since its settlement by Europeans. The area of strong shaking associated with these shocks is two to three times larger than that of the 1964 Alaska earthquake and 10 times larger than that of the 1906 San Francisco earthquake. The first three major earthquakes occurred in northeast Arkansas on December 16, 1811 (three shocks - Mfa 7.2/MSn 8.5; Mfa 7.0/MSn 8.0; and MSn 8.0). There were six aftershocks on December 16th and 17th alone in the range of M5.5 to M6.3 (Note: aftershocks actually *are* earthquakes). The fourth earthquake occurred in Missouri on January 23, 1812 (Mfa 7.1/MSn 8.4). The fifth earthquake occurred in New Madrid, Missouri on February 7, 1812 (Mfa 7.4/ MSn 8.8). This is the earthquake that created Reelfoot Lake, located in northwest Tennessee. It was reported to have been formed as the Mississippi River flowed backward for 10–24 hours to fill the lake. As a result of this earthquake, the original town of New Madrid now lies under the Mississippi River.

This accounted for a total of five earthquakes of magnitude MSn 8.0 or higher occurring in a period of 54 days. The first earthquake caused only slight damage to man-made



structures, mainly because the region was so sparsely populated. However, as the earthquakes continued, they began to open deep cracks in the ground, created landslides on the steeper bluffs and hillsides, large areas of land were uplifted, and sizable sink areas were created. These five main earthquakes, and several aftershocks, were felt over almost all of the eastern United States including the State of Georgia. In Georgia this series of earthquakes was strong enough to have shaken bricks from chimneys and other minor damage.

August 31, 1886: The great Charleston, South Carolina, earthquake of 1886 killed approximately 60 people. The magnitude 7.3 earthquake is the most damaging earthquake on record to occur in the southeastern U.S. and one of the largest historic shocks in the eastern U.S. It damaged or destroyed many buildings in the old city of Charleston. Property damage was estimated at $5-$6 million. Structural damage was reported several



hundred kilometers from Charleston including in the State of Georgia. On August 31, 1886 at 9:25 pm, preceded by a low rumble, the shock waves reached Savannah. People had difficulty remaining standing. One woman died of fright as the shaking cracked walls, felled chimneys, and broke windows. Panic at a revival service left two injured and two more were injured in leaping from upper story windows. Several more were injured by falling bricks. Ten buildings in Savannah were damaged beyond repair and at least 240 chimneys damaged. People spent the night outside. At Tybee Island light station the 134 foot lighthouse was cracked near the middle where the walls were six feet thick, and the one-ton lens moved an inch and a half to the northeast. In Augusta, the shaking was the

most severe (VIII on the Modified Mercalli scale) in the State. An estimated 1,000 chimneys and many buildings were damaged. The business and social life was paralyzed for two days. Brunswick and Darien were affected as well.

June 17, 1872: An earthquake on June 17, 1872 in Milledgeville, GA and had an intensity of at least V on the Modified Mercalli scale, the lowest intensity in which some damage may occur. It was reported as a sharp shock, jarring brick buildings and rattling windows.

November 1, 1875: On November 1, 1875, at 9:55 in the evening, an intensity VI earthquake occurred near the South Carolina border. It was felt from Spartanburg and Columbia, South Carolina, to Atlanta and Macon, Georgia, from Gainesville to Augusta, and generally over an area of 25,000 square miles.

October 18, 1902: A more local event occurred on October 18, 1902, with a sharp shock felt along the east face of Rocky Face Mountain near Dalton, GA with intensity VI and at LaFayette, GA with intensity V. The earthquake was felt over an area of about 1500 square miles including Chattanooga, Tennessee.

January 23, 1903: The Savannah, GA area was shaken with an intensity VI earthquake on January 23, 1903. Centering near Tybee Island, it was felt over an area of 10,000 square miles including Savannah (intensity VI), Augusta (intensity III), Charleston (intensity IV-V), and Columbia (intensity III-IV). Houses were strongly shaken.

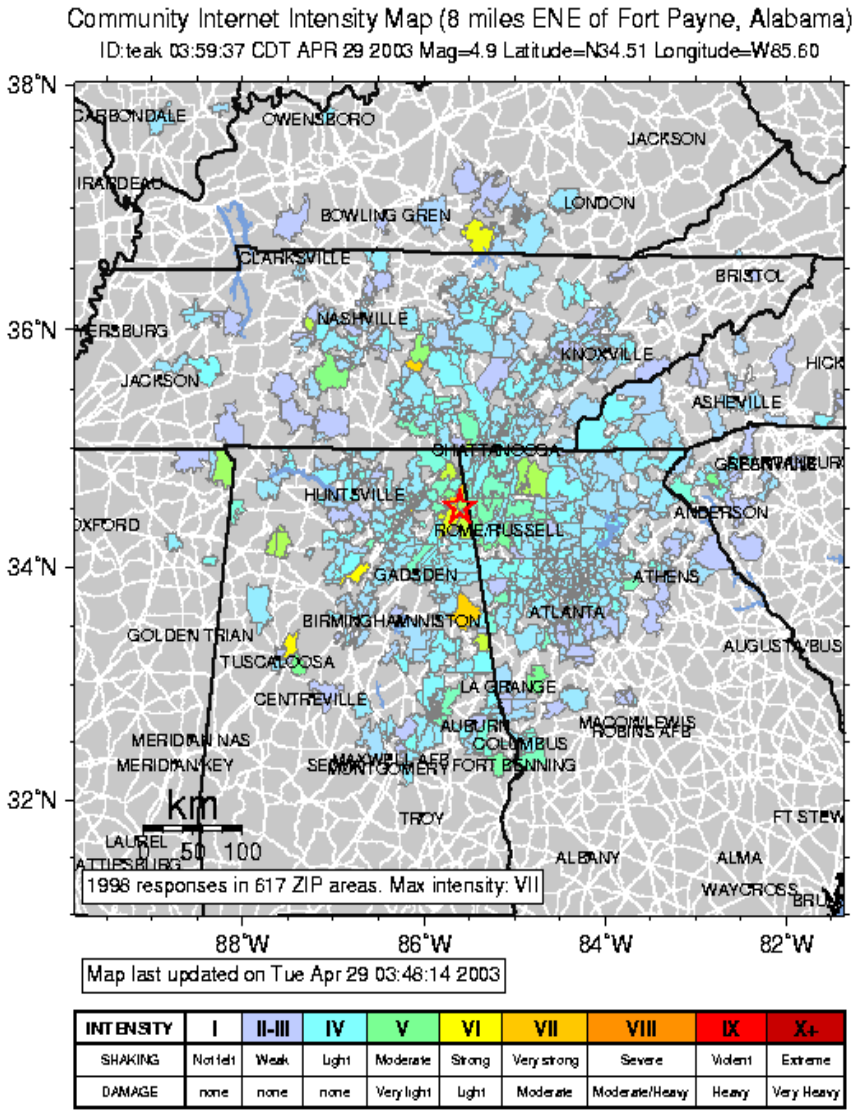
June 20, 1912: Another shock was felt on June 20, 1912, at Savannah with intensity V.

March 5, 1914: According to USGS, Georgia experienced another earthquake on March 5, 1914. Magnitude 4.5.

March 5, 1916: On March 5, 1916, an earthquake centered 30 miles southeast of Atlanta was felt over an area of 50,000 square miles, as far as Cherokee County, North Carolina, by several people in Raleigh, and in parts of Alabama and Tennessee.

March 12, 1964: An earthquake of intensity V or over occurred on March 12, 1964, centered near Haddock, GA less than 20 miles northeast of Macon. Intensity V was recorded at Haddock while shaking was felt in four counties over a 400-square-mile area.

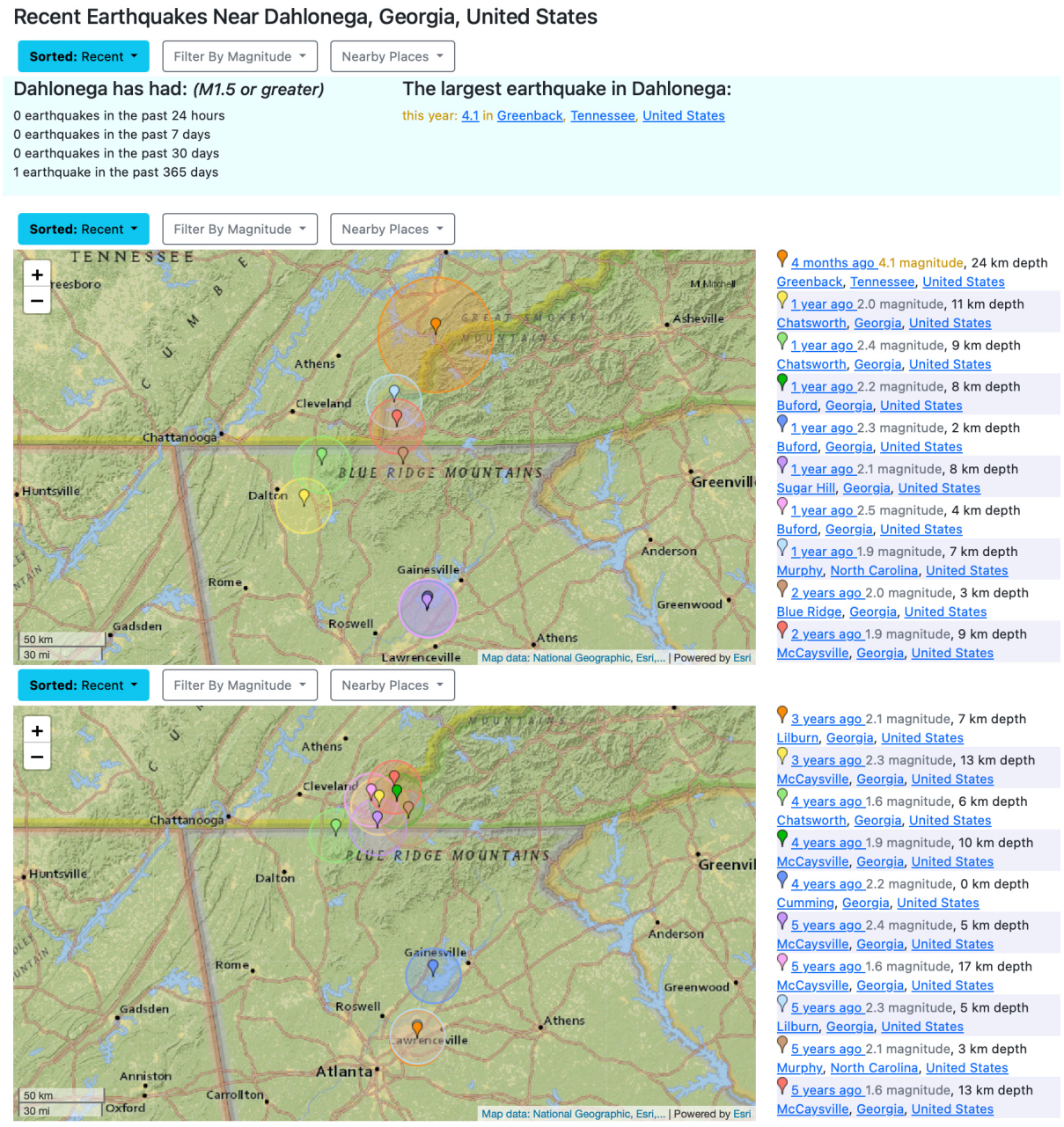
April 29, 2003: On April 29, 2003 just before 5:00 a.m. a moderate earthquake, rated 4.9 on the Richter Scale, shook most of the northwest corner of Georgia, south to Atlanta. The epicenter was located in Menlo, GA, about 37 miles south of Chattanooga. See map to right.



August 23, 2011: On August 23, 2011 at 1:51pm, a 5.8 magnitude earthquake originated near Louisa and Mineral, Virginia. It struck Washington DC (about 100 miles away from epicenter) causing moderate shaking and potentially significant damage. The earthquake was recorded all along the Appalachians, from Georgia to New England. The earthquake was felt so widely because it was a shallow earthquake, and geologic conditions in the eastern U.S. allow the effects of earthquakes to propagate and spread much more efficiently than in the western United States. Lumpkin County experienced mild movement and damage.

The following Earthquake Track maps were created using USGS data in order to make understanding earthquakes simpler. It contains information on earthquakes since the year 1900. Source: earthquaketrack.com

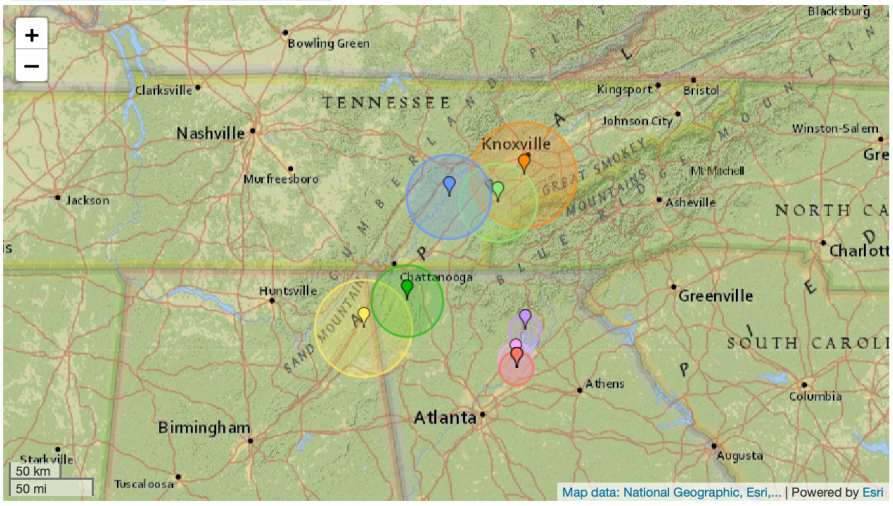
The "Recent Earthquake Track Map" below shows the most recent earthquakes of M1.5 or greater with an epicenter near Dahlonega, GA. The most recent earthquake located near Lumpkin County was an M4.1 located 21km SE of Greenback, TN on 5/10/2025 at 9:04am. This quake was reviewed by a USGS seismologist.



The “Biggest Earthquake Track Map” below shows the largest earthquakes on record back about a half century with an epicenter near Dahlonega, GA. Five earthquakes of M4.0 or greater are on record as having occurred over the past 51 years. Of these four, the one with an epicenter nearest Lumpkin County was an M4.2 located 11km ENE of LaFayette, GA on 10/9/1984 at 7:54am. A weaker M1.8 earthquake with an epicenter 7km SSE of Dahlonega, GA occurred on 12/21/2018 at 12:34pm. Both quakes were reviewed by a USGS seismologist.

Biggest Earthquakes Near Dahlonega, Georgia, United States

Sorted: Biggest | Nearby Places



51 years ago 4.7 magnitude, 3 km depth
Alcoa, Tennessee, United States

22 years ago 4.6 magnitude, 19 km depth
Fort Payne, Alabama, United States

38 years ago 4.3 magnitude, 18 km depth
Vonore, Tennessee, United States

41 years ago 4.2 magnitude, 5 km depth
LaFayette, Georgia, United States

6 years ago 4.4 magnitude, 8 km depth
Decatur, Tennessee, United States

6 years ago 1.8 magnitude, 5 km depth
Dahlonega, Georgia, United States

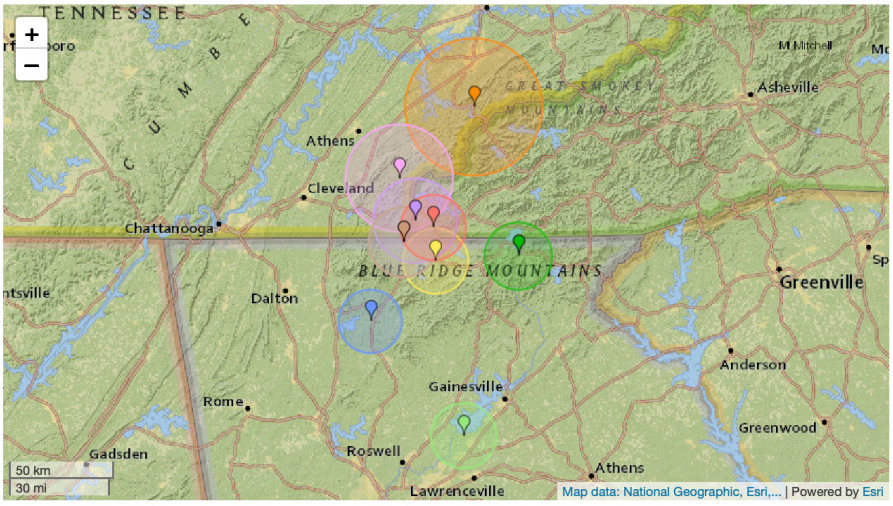
4 years ago 2.2 magnitude, 0 km depth
Cumming, Georgia, United States

1 year ago 2.5 magnitude, 4 km depth
Buford, Georgia, United States

1 year ago 2.2 magnitude, 8 km depth
Buford, Georgia, United States

1 year ago 2.3 magnitude, 2 km depth
Buford, Georgia, United States

Sorted: Biggest | Nearby Places



4 months ago 4.1 magnitude, 24 km depth
Greenback, Tennessee, United States

2 years ago 2.0 magnitude, 3 km depth
Blue Ridge, Georgia, United States

1 year ago 2.1 magnitude, 8 km depth
Sugar Hill, Georgia, United States

10 years ago 2.3 magnitude, 0 km depth
Hiawassee, Georgia, United States

7 years ago 1.6 magnitude, 2 km depth
Ellijay, Georgia, United States

16 years ago 3.2 magnitude, 4 km depth
McCaysville, Georgia, United States

46 years ago 3.7 magnitude, 5 km depth
Etowah, Tennessee, United States

12 years ago 2.5 magnitude, 7 km depth
McCaysville, Georgia, United States

12 years ago 2.5 magnitude, 8 km depth
McCaysville, Georgia, United States

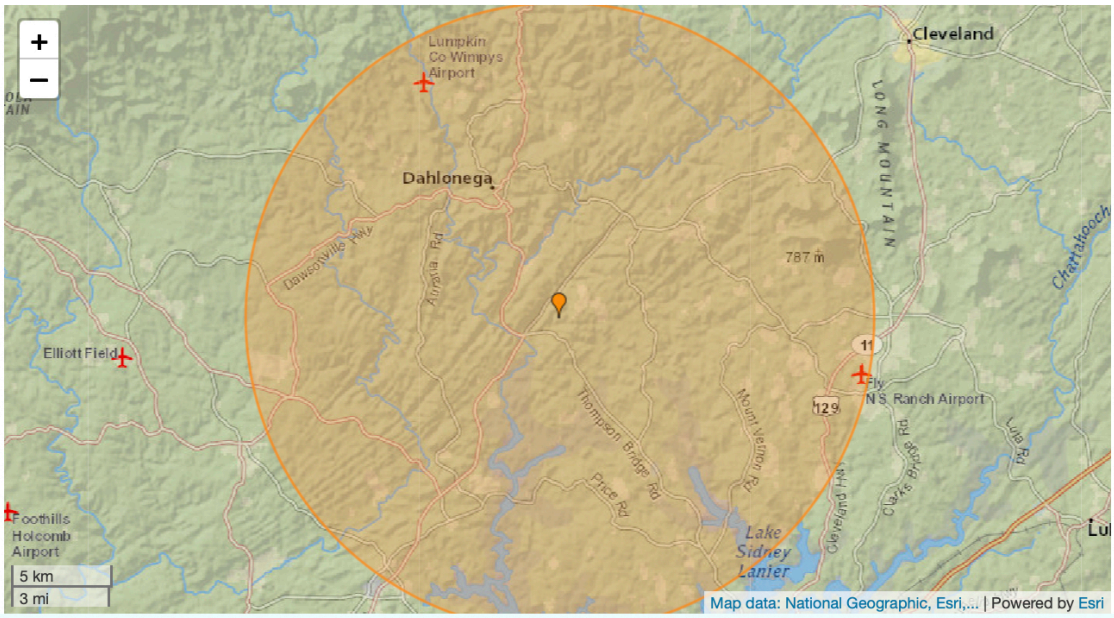
5 years ago 2.1 magnitude, 3 km depth
Murphy, North Carolina, United States

The following map shows a more precise location of the epicenter of the M1.8 earthquake that occurred just south-southeast of Dahlonega on 12/21/2018.

1.8 magnitude earthquake 7 km from Dahlonega, Georgia, United States

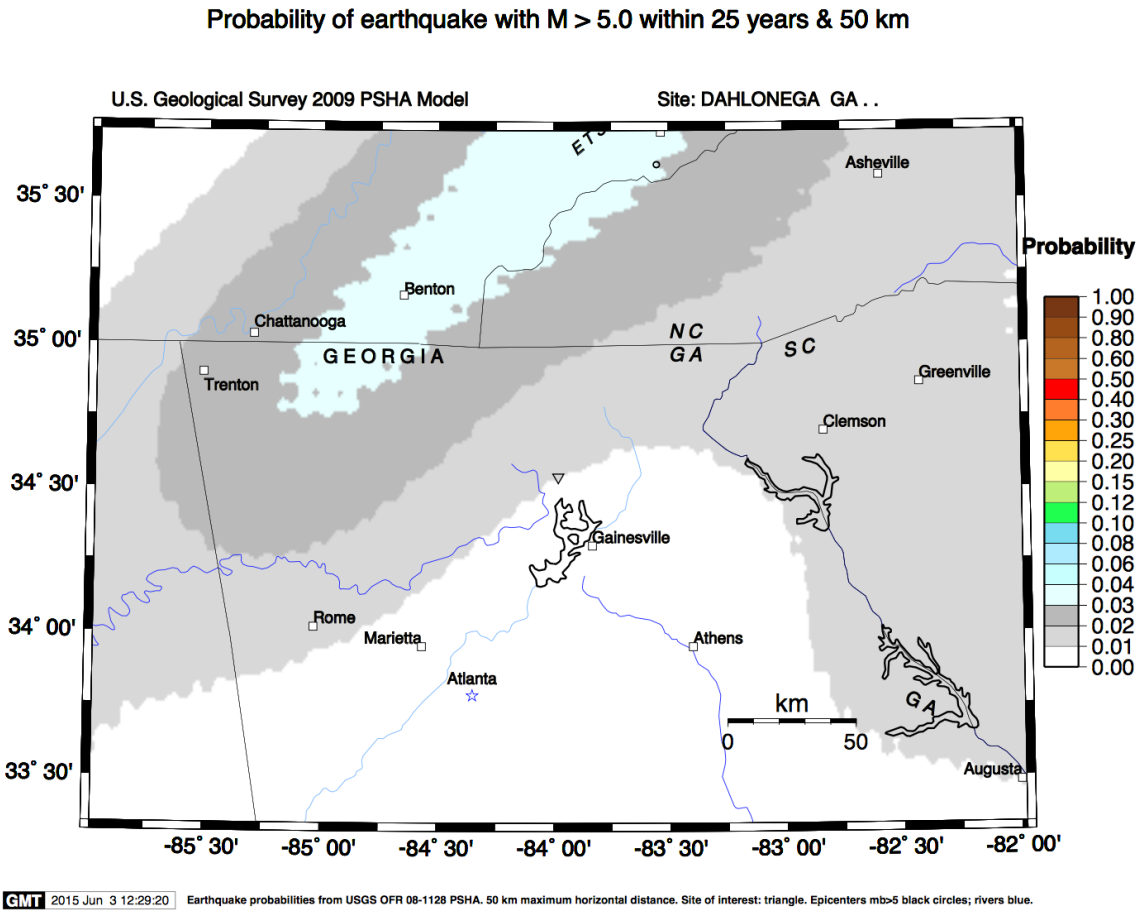
6 years ago

UTC time: Friday, December 21, 2018 17:34 PM
Your time: Friday, December 21, 2018 at 12:34 PM EST
Magnitude Type: ml
USGS page: M 1.8 - 7km SSE of Dahlonega, Georgia
USGS status: Reviewed by a seismologist
Reports from the public: 1 person

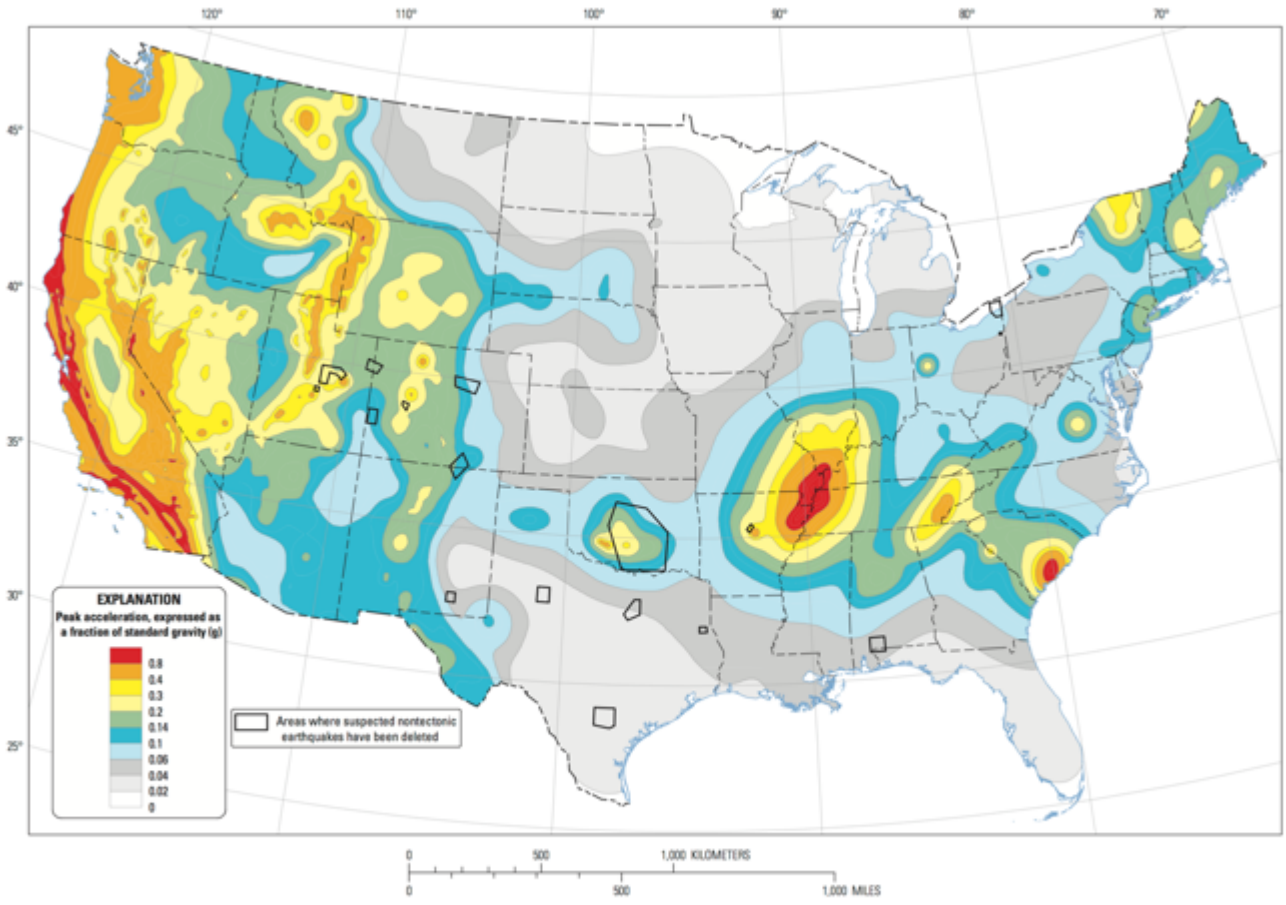


In researching earthquake history for this Plan, two problems have greatly limited the ability to develop concise technical data regarding the number of and magnitude of earthquakes that would have impacted Lumpkin County. The first is that beyond the past couple of decades, record keeping for minor earthquakes in this area was quite limited. The second is the difficulty in determining which earthquakes should be counted. Earthquakes from many states away that are "felt" but cause no damage sometimes merit mention, but are not truly a hazard event for the County. Likewise, very minor earthquakes nearby that are inconsequential and cause very little or no damage are also not truly considered hazard events by the County. For the purposes of this plan many of these types of unimpactful earthquakes might be compared to snow flurries (vs. winter storm) or minor thunderstorm (vs. severe thunderstorm). Sure, they demonstrate that the potential for a true hazard exists, but the events themselves are not hazards. In summary, the HMPC has concluded that, while many minor or distant earthquakes may be felt in the County, the true earthquake threat is probably more straightforward. It is likely that a major earthquake will occur within the County at some point in the future. With that in mind, the examples of earthquakes shown on previous pages do not represent an all-inclusive list. They simply represent some of the more historic and/or recent earthquakes that had an impact, however minor, on Lumpkin County.

Based on U.S. Geological Survey estimations using the earthquake frequency method described in the section above, the probability of an earthquake of a magnitude over 5.0 within Lumpkin County over the next 25 years is roughly between 1% and 3% (see map below). As discussed above, such predictions are based on limited information, and cannot necessarily be relied upon for their precision. However, they do help demonstrate that the threat of earthquakes cannot be overlooked especially in the northwestern portions of Georgia.



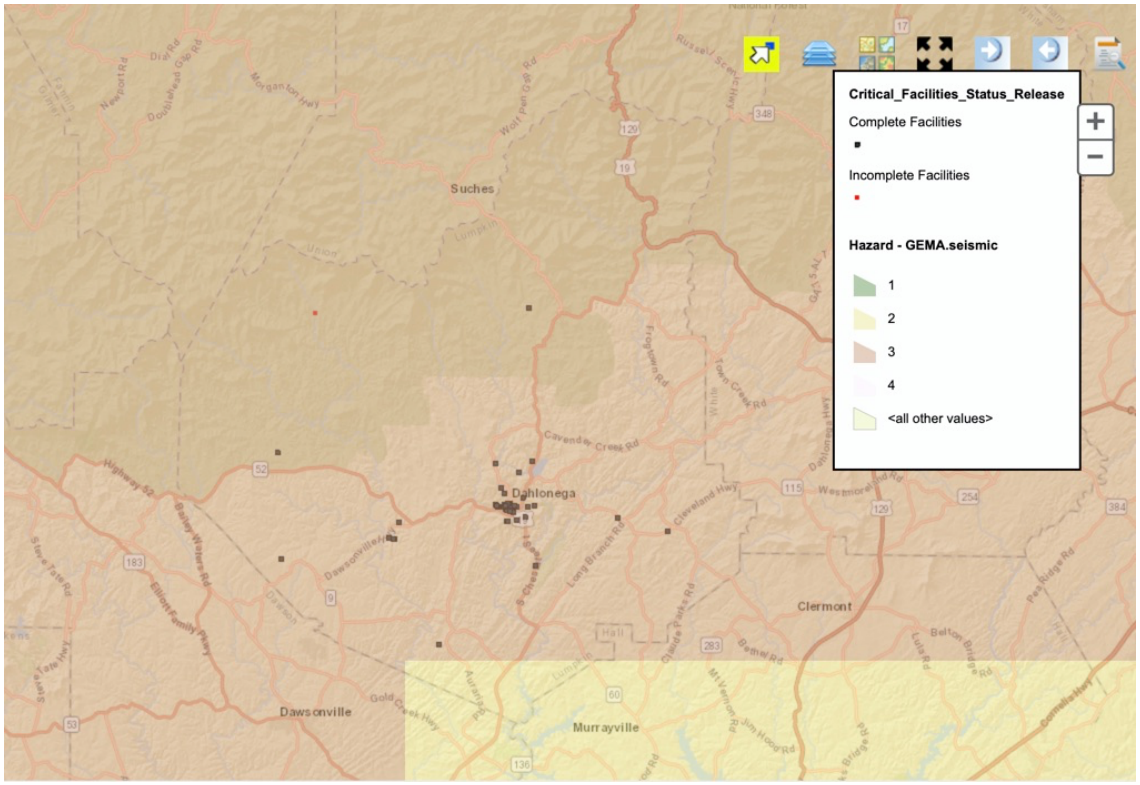
The U.S. Geological Survey (USGS) National Seismic Hazard Maps, including the one below, display earthquake ground motions for various probability levels across the United States and are applied in seismic provisions of building codes, insurance rate structures, risk assessments, and other public policy. The updated maps represent an assessment of the best available science in earthquake hazards and incorporate new findings on earthquake ground shaking, faults, seismicity, and geodesy. The USGS National Seismic Hazard Mapping Project developed these maps by incorporating information on potential earthquakes and associated ground shaking obtained from interaction in science and engineering workshops involving hundreds of participants, review by several science organizations and State surveys, and advice from expert panels and a Steering Committee. The new probabilistic hazard maps represent an update of the seismic hazard maps; previous versions were developed by Petersen and others (2008) and Frankel and others (2002), using the methodology developed Frankel and others (1996). Algermissen and Perkins (1976) published the first probabilistic seismic hazard map of the United States which was updated in Algermissen and others (1990).



Two-percent probability of exceedance in 50 years map of peak ground acceleration

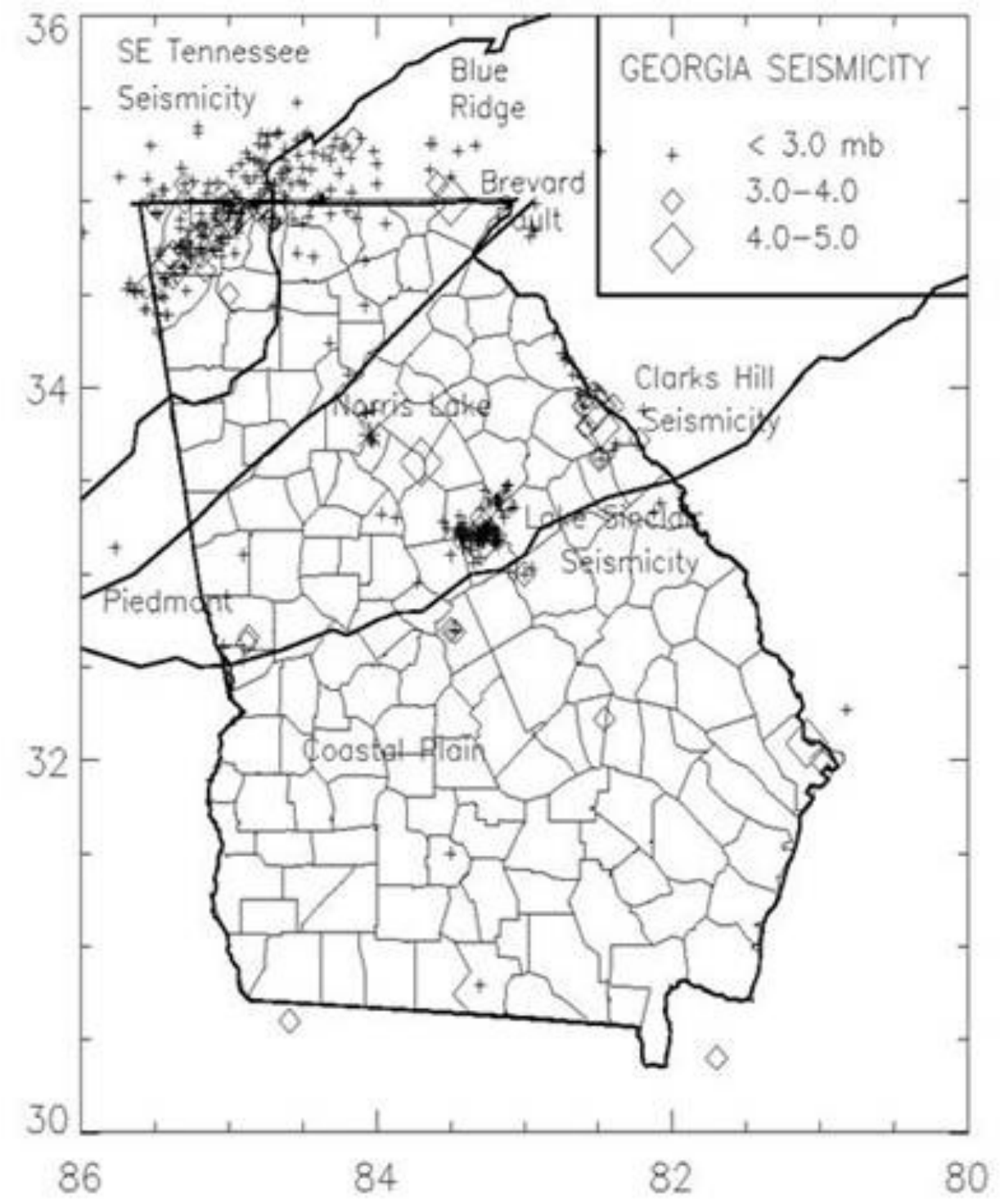
C. Assets Exposed to Hazard - All structures and facilities within Lumpkin County are susceptible to earthquake damage since they can occur in any portion of the County or City. The likelihood of an earthquake in Lumpkin County and the City of Dahlonega ranges from moderate to high.

The seismic hazard layer used in the map that follows is based on the USGS Probabilistic Seismic Hazard Map, showing the percentage of gravity that the area has a 2 percent probability of exceedance in 50 years. The score classification reflects that used by the IRC Seismic Design Categories. The horizontal positional accuracy is unknown for this layer. Most areas within the County, and all areas within the City of Dahlonega are located within Seismic Threat Category 3, "moderate to high threat." The very southern portion of the County is located within Seismic Threat Category 2, low to moderate threat."



	Seismic Threat Category	Original Value	Description
	1	A	0-17% gravity (lowest threat)
	2	B	17-33% gravity (low to moderate threat)
	3	C	33-50% gravity (moderate to high threat)
	4	D1	50-83% gravity (highest threat)
	*	Not applicable	All other values

Georgia has a few large faults. The Blue Ridge fault extends from Alabama through Georgia and into Tennessee. The Brevard Fault extends from Alabama through Georgia and into South Carolina. Lumpkin County is located near one of the most seismically active regions of Georgia.



D. Estimate of Potential Losses – For loss estimate information, please refer to Appendix A, the Critical Facilities Database, and Appendix D, Worksheet 3a, for each jurisdiction.

E. Multi-Jurisdictional Concerns – All of Lumpkin County has the potential to be affected by earthquakes. The threat appears to be moderate and fairly uniform throughout the County and City. Any steps taken to mitigate the effects of earthquake will be undertaken on a countywide basis and include the City of Dahlonega.

F. Climate – Climate has always changed over time because of natural reasons like volcanic activity, solar radiation variations, and shifts in Earth's orbit. These changes happen slowly and result in temperature shifts, different rain patterns, and sea level changes. Other things like the makeup of the atmosphere and how continents are arranged also affect climate change over long periods. Lately, there's been a debate about how much human activities, like burning fossil fuels and cutting down forests, affect climate change. Some say natural factors are the main drivers, while others say human actions have a big impact. Most people think the truth is somewhere in the middle. But for this plan, what's causing climate change is largely irrelevant. One county can't modify the Earth's climate. Furthermore, any changes in climate probably won't change which natural hazards occur in Lumpkin County. It is more likely to make the natural hazards we already deal with, such as earthquakes, occur more frequently or at a greater magnitude. If that does occur, it will become evident in the hazards history and frequency data used in this plan.

G. Vulnerable Populations - Vulnerable populations in Lumpkin County and the City of Dahlonega, each in very similar ways, may experience the impacts of natural hazards, including earthquakes, differently than the rest of the population due to a variety of factors that increase their susceptibility to harm. These factors can include socioeconomic status, age, disability, race, language barriers, and housing conditions. Here’s a brief summary of how these populations might be affected differently:

Elderly and Disabled Populations: Older adults and individuals with physical or cognitive disabilities may have mobility challenges, which can make evacuation during emergencies more difficult. They may also have higher health risks during extreme weather events like heatwaves, floods, or storms, and may not have access to necessary medical care during such events.

Low-Income Communities: Low-income households often lack the resources to prepare for or recover from natural disasters. This includes limited access to flood insurance, poor housing conditions that may not be resilient to storms, and difficulty accessing emergency services. These individuals may also be more likely to live in areas prone to hazards, such as floodplains or areas with inadequate infrastructure.

Racial and Ethnic Minorities: Racial and ethnic minorities may face higher levels of vulnerability due to limited access to healthcare, education, and social services. In some cases, these populations may be more likely to live in high-risk areas (such as floodplains) or in substandard housing that is less resilient to natural hazards.

Non-English Speakers: Individuals who speak limited or no English may face difficulties in understanding emergency warnings, evacuation instructions, or access to resources. Lack of access to multilingual communication can exacerbate their vulnerability during natural hazard events.

Homeless Individuals: Homeless individuals are especially vulnerable during natural hazards, as they may not have access to shelters or safe places to seek refuge during extreme weather events. They may also lack the ability to store supplies or evacuate to a safe location.

Children: Children are particularly vulnerable to the impacts of natural hazards due to their developmental stage and reliance on caregivers. They may also face challenges in evacuation due to age or disability and may be at higher risk for trauma and health issues in the aftermath of a disaster.

In general, vulnerable populations may experience greater exposure, fewer resources for mitigation and recovery, and more severe consequences from natural hazards compared to the rest of the population. This highlights the need for inclusive disaster planning, preparedness, and response strategies that address the specific needs of these groups.

H. Hazard Summary – Scientific understanding of earthquakes is of vital importance to the Nation. As the population increases, expanding urban development and construction works encroach upon areas susceptible to earthquakes. With a greater understanding of the causes and effects of earthquakes, we may be able to reduce damage and loss of life from this destructive phenomenon. The HMPC was limited in its ability to develop mitigation measures associated with earthquakes, but did provide some guidance in *Chapter 5*.

2.8 Landslides



A. Hazard Identification – Landslides occur in every U.S. state and territory. In a landslide, masses of rock, earth, or debris move down a slope. Landslides can be small, large, slow or rapid. They can be activated by storms, earthquakes, volcanic eruptions, fires, freeze/thaw cycles, and steep-slope erosion. Landslides are often more damaging and deadly than the triggering event. The dangerous conditions may be high even as emergency personnel are providing rescue and recovery services. Landslide problems can be caused by land mismanagement, particularly in mountain, canyon and coastal regions. In areas burned by forest and brush fires a lower threshold of precipitation may initiate landslides. Land-use zoning, professional inspections, and proper design can minimize many landslide, mudflow, and debris flow problems.

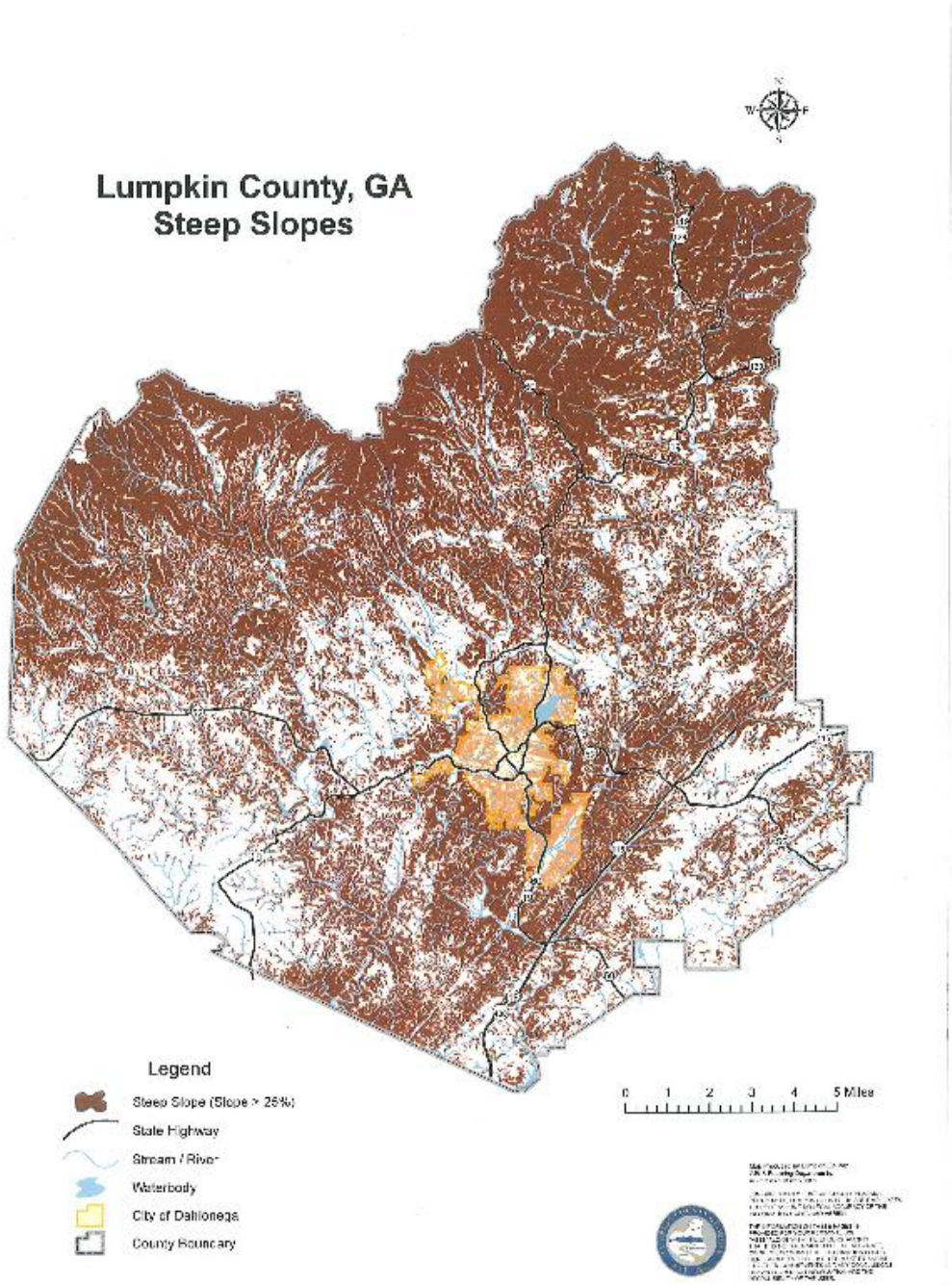
B. Hazard Profile – Landslides are a threat to Lumpkin County. Steep slopes, combined with the potential for wildfires increase the probability of a landslide occurring in Lumpkin County within any given year. Though the HMPC found only a few specific records detailing landslides within the County, it was determined that this threat should be included in the risk assessment.

Two relatively recent landslide events have affected portions of Lumpkin County. Both of these events were preceded by heavy rain events.

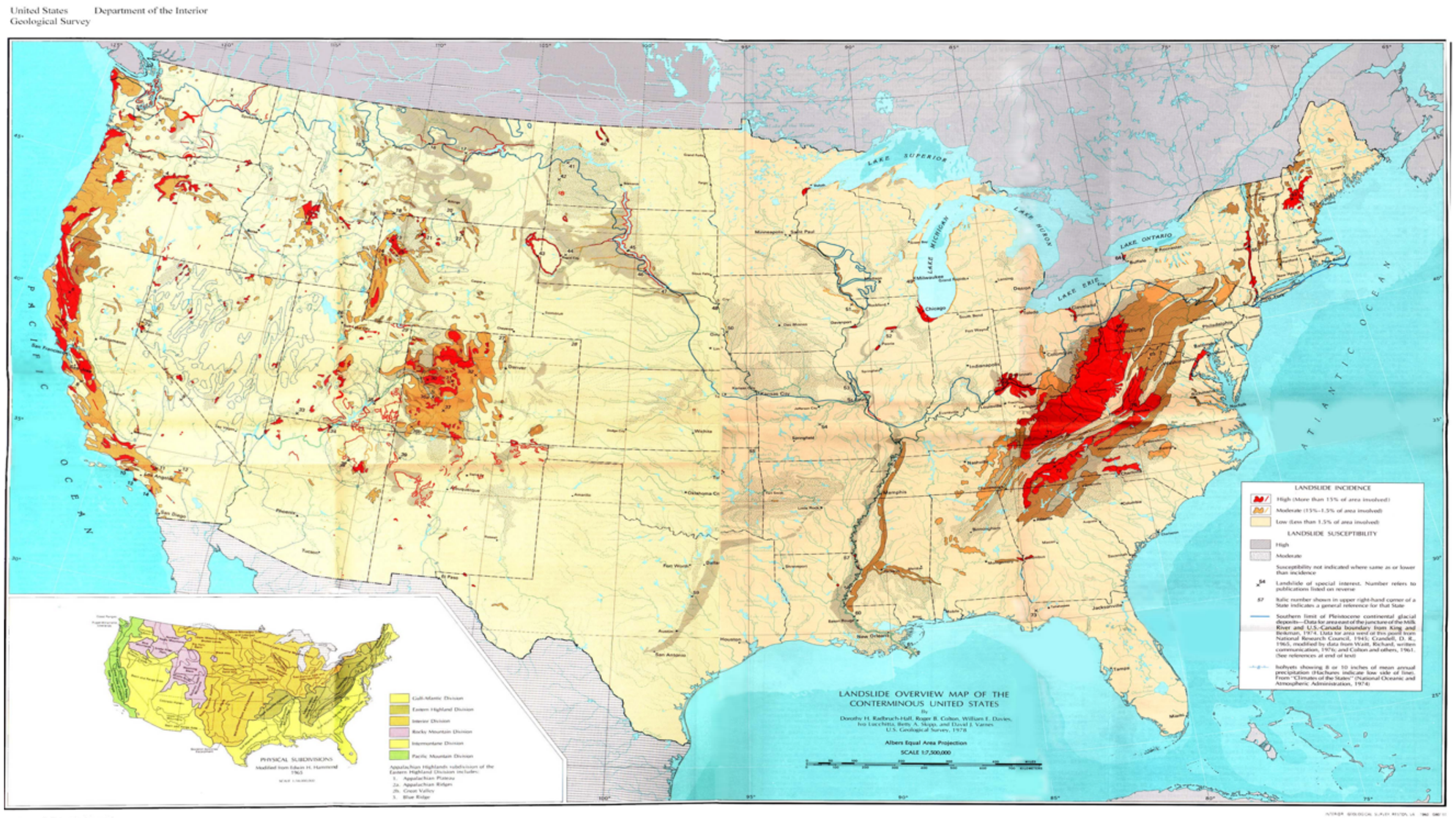
On August 26, 2008 the remnants of tropical storm Fay continued to move northeast into central and northern Alabama then finally into eastern Tennessee on the following day. This was the day when north and central Georgia experienced the maximum effects from tropical storm Fay. The Lumpkin County Emergency Management Director confirmed that flash flooding had occurred at several locations in eastern Lumpkin County as a result of very heavy rainfall caused by the remnants of tropical storm Fay. Five-day total rainfall for the eastern portion of the county was in the six to eight inch range, but three to four inches of this fell on August 26th alone, resulting in flash flooding. A mudslide was observed on Corporate Road upstream from the Chestatee River Bridge approximately 5.4 miles east-northeast of Dahlonega. This resulted in the temporary closure of Corporate Road in this area. The mudslide was 20 feet by 60 feet tall.

Approximately one year later, in early September 2009, north Georgia experienced a period of heavy rains. This rainfall resulted in a small landslide near the campus of North Georgia College & State University in Dahlonega. The slide caused a portion of a local road to be closed for a short period of time. Higher than normal rainfall throughout the summer of 2009 led to ground saturation, adding to the instability of the slopes in Lumpkin County and throughout northern Georgia.

Lumpkin County does have a high number of steep slopes throughout, with the most extreme slopes being in the northern portions of the County.

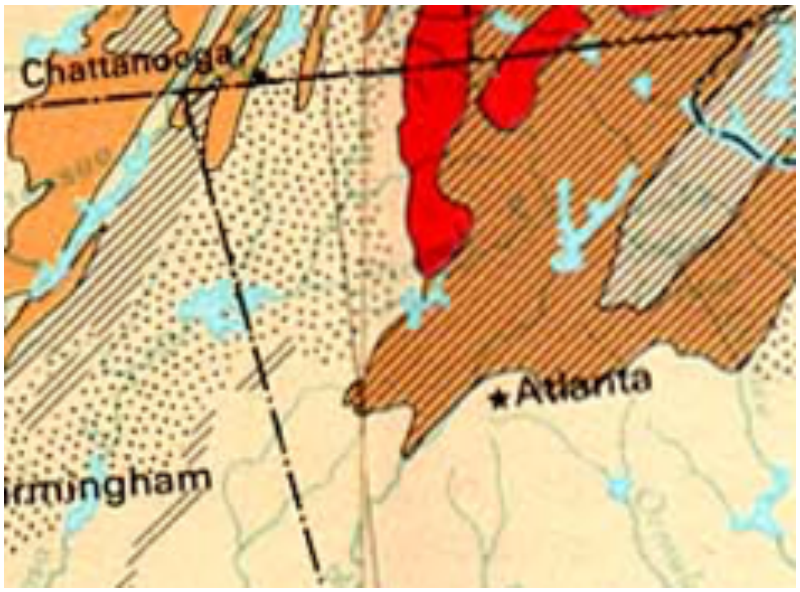


Landslide Overview Map of the Conterminous United States



Professional Paper 1183, Landslide Overview Map of the Conterminous United States, by Dorothy H. Radbruch-Hall, Roger B. Colton, William E. Davies, Ivo Lucchitta, Betty A. Skipp, and David J. Varnes, 1982. This map and the original delineate areas where large numbers of landslides have occurred and areas which are susceptible to landsliding in the conterminous United States. There is no updated version of this USGS map as of the date of this plan and it is believed to be the best available information at this time.

Closer view of Northwest Georgia section of map:



Legend

LANDSLIDE INCIDENCE

High (More than 15% of area involved)

Moderate (15%–1.5% of area involved)

Low (Less than 1.5% of area involved)

LANDSLIDE SUSCEPTIBILITY

High

Moderate

Susceptibility not indicated where same as or lower than incidence

×54 Landslide of special interest. Number refers to publications listed on reverse

57 Italic number shown in upper right-hand corner of a State indicates a general reference for that State

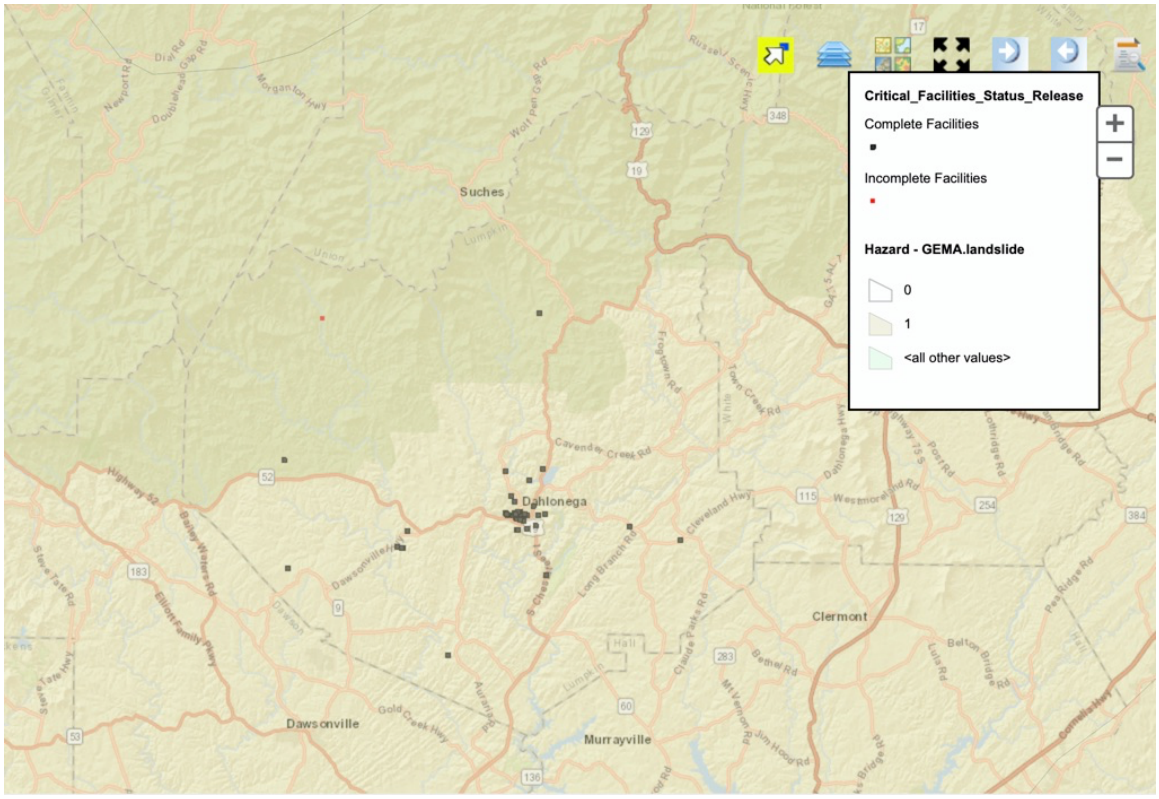
Southern limit of Pleistocene continental glacial deposits—Data for area east of the juncture of the Milk River and U.S.-Canada boundary from King and Beikman, 1974. Data for area west of this point from National Research Council, 1945; Crandell, D. R., 1965, modified by data from Waitt, Richard, written communication, 1976; and Colton and others, 1961. (See references at end of text)

8 Isohyets showing 8 or 10 inches of mean annual precipitation (Hachures indicate low side of line). From "Climates of the States" (National Oceanic and Atmospheric Administration, 1974)

Notes on the methods used to compile map:

In compiling the original map, the authors considered landslides to be any downward and outward movement of earth materials on a slope. Not included in the compilation were talus deposits, deposits resulting from ancient landslides not related to present slopes, large gravitational thrust sheets, solifluction deposits, snow avalanches, and debris deposited by flows that contribute to alluvial fans in arid regions. Individual landslides could not be shown at this scale. The map was prepared by evaluating formations or groups of formations shown on the geologic map of the United States (King and Beikman, 1974) as being of high, medium, or low susceptibility to landsliding and classified the formations as having high, medium, or low landslide incidence (number of landslides). Susceptibility to landsliding was defined as the probable degree of response of the areal rocks and soils to natural or artificial cutting or loading of slopes or to anomalously high precipitation. High, medium, and low susceptibility are delimited by the percentages given below for classifying the incidence of landsliding. Susceptibility is not indicated where lower than incidence. The effect on slope stability caused by earthquakes was not evaluated, although many catastrophic landslides have been generated by ground shaking during earthquakes. Areas susceptible to ground failure under static conditions would probably also be susceptible to failure during earthquakes. In areas of continental glaciation, additional data were used to identify surficial deposits that are susceptible to slope movement The map units were classified into three incidence categories according to the percentage of the area involved in landslide processes. Area involved in landsliding Incidence >15% High 1.5-15% Medium <1.5% Low. Published data were used whenever possible for the original map. In many places, the percentage of a formation involved in landsliding, as shown on large-scale published maps, was determined by counting squares of a superimposed grid. Formations shown on the large-scale maps were then correlated with geologic units on the geologic map of the United States. Aerial photography, newspaper accounts, fieldwork, and other published data were used in other areas. For many parts of the country, however, particularly for parts of the Western United States, information on landslides and their relation to geologic conditions is sparse. Data from the relatively small number of geologic maps and reports that give detailed information on slope stability in scattered places, were therefore extrapolated as accurately as possible into adjacent areas. Although both slope angle and precipitation influence slope stability, full weight was not given to these factors in preparing the original map. At that time no slope map or detailed precipitation map existed at a suitable scale for the entire United States. The susceptibility categories are largely subjective because insufficient data were available for precise determinations. Where source maps show slope movement for one part of a geologic unit but not for others, it is generally unknown whether the absence of recorded landslides indicates a difference in natural conditions or simply a scarcity of information on landslides for those parts of the unit. Generally, the authors assumed that anomalous precipitation or changes in existing conditions can initiate landslide movement in rocks and soils that have numerous landslides in parts of their outcrop areas. Because the map is highly generalized, owing to the small scale and the scarcity of precise landslide information for much of the country, it is unsuitable for local planning or actual site selection.

C. Assets Exposed to Hazard – In evaluating assets that are susceptible to landslides, the HMPC determined that any public and private property located in the vicinity of Lumpkin County's steep slopes is susceptible to landslides, including critical facilities. In addition, any portion of the County and City can be negatively impacted in the event a landslide blocks a road or highway preventing public safety response.



D. Estimate of Potential Losses – Landslide losses are difficult to estimate due to their unpredictable nature. For available loss estimate information, please refer to the Critical Facilities Database (Appendix A).

E. Multi-Jurisdictional Concerns – Due to topography, many portions of Lumpkin County and the City of Dahlonega can be negatively impacted by landslides. There are also many portions of the County and City that are located within "high incidence" and "high susceptibility" zones for landslides. Therefore, any mitigation steps taken related to these weather events will be pursued on a countywide basis and include all jurisdictions.

F. Climate – Climate has always changed over time because of natural reasons like volcanic activity, solar radiation variations, and shifts in Earth's orbit. These changes happen slowly and result in temperature shifts, different rain patterns, and sea level changes. Other things like the makeup of the atmosphere and how continents are arranged also affect climate change over long periods. Lately, there's been a debate about how much human activities, like burning fossil fuels and cutting down forests, affect climate change. Some say natural factors are the main drivers, while others say human actions have a big impact. Most people think the truth is somewhere in the middle. But for this plan, what's causing climate change is largely irrelevant. One county can't modify the Earth's climate. Furthermore, any changes in climate probably won't change which natural hazards occur in Lumpkin County. It is more likely to make the natural hazards we already deal with, such as landslides, occur more frequently or at a greater magnitude. If that does occur, it will become evident in the hazards history and frequency data used in this plan.

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Homeless Individuals: Homeless individuals are especially vulnerable during natural hazards, as they may not have access to shelters or safe places to seek refuge during

extreme weather events. They may also lack the ability to store supplies or evacuate to a safe location.

Children: Children are particularly vulnerable to the impacts of natural hazards due to their developmental stage and reliance on caregivers. They may also face challenges in evacuation due to age or disability and may be at higher risk for trauma and health issues in the aftermath of a disaster.

In general, vulnerable populations may experience greater exposure, fewer resources for mitigation and recovery, and more severe consequences from natural hazards compared to the rest of the population. This highlights the need for inclusive disaster planning, preparedness, and response strategies that address the specific needs of these groups.

H. Hazard Summary – Though not very common, landslide events do pose a threat to Lumpkin County in terms of property damage, injuries and loss of life. Specific mitigation actions related to these weather events are identified in *Chapter 5*.

Chapter 3
Local Technological/Biological Hazard, Risk and Vulnerability (HRV) Summary

The Lumpkin County Hazard Mitigation Planning Committee (HMPC) has also included information relating to technological/biological hazards into this plan. The term, "technological hazard" refers to incidents resulting from human activities such as the manufacture, transportation, storage, and use of hazardous materials, or perhaps the failure of a manmade structure. The term, "biological hazard", also known as a biohazard, is an organism or a by-product from an organism that is harmful or potentially harmful to other living things, primarily human beings. Common types of biological hazards include bacteria, viruses, medical waste and toxins that were produced by organisms. This would include pandemics.

Unfortunately, the information relating to technological/biological hazards is much more limited, due largely to the very limited historical data available. This causes a greater level of uncertainty with regard to mitigation measures. However, enough information has been gathered to provide a basic look at technological/biological hazards within Lumpkin County.

The Lumpkin County Hazard Mitigation Planning Committee (HMPC) identified technological/biological hazards that the County is vulnerable to based upon available data including scientific evidence, known past events, and future probability estimates. As a result of this planning process, which included an analysis of the risks associated with probable frequency and impact of each hazard, the HMPC determined that each of the technological/biological hazards included in this chapter pose a threat significant enough to address within this Plan. An explanation and results of the vulnerability assessment are found in Tables 3-1 and 3-2.

Table 3.1 – Hazards Terminology Differences

Hazards Identified in Georgia Hazard Mitigation Strategy Plan (2019-2024)	Equivalent/Associated Hazards identified in the current Lumpkin County Plan	Difference
Hazards Identified in Georgia Hazard Mitigation Strategy Plan (2019-2024)	Equivalent/Associated Hazards identified in the current Lumpkin County Plan	Difference

Table 3.2 – Vulnerability Assessment - Technological Hazards

(see Keys A, B, C below)

Hazard	Lumpkin County	City of Dahlonega
Hazardous Materials Release - Severity	L	L
Hazardous Materials Release – Frequency	H	H
Hazardous Materials Release - Probability	H	H
Dam Failure – Severity	H	H
Dam Failure – Frequency	L	L
Dam Failure – Probability	M	M
Pandemic – Severity	H	H
Pandemic – Frequency	L	L
Pandemic – Probability	M	M

Key A for Table 3.2 – Vulnerability Assessment Severity Definitions

Code	Definitions
L	Low Severity Average hazard event would typically result in relatively low damage. For example, a hazard that significantly affects less than 5% of the jurisdiction typically with no serious injuries. All data is compiled from the most recent vulnerability assessment survey responses.
M	Medium Severity Average hazard event would typically result in moderate damage. For example, a hazard that significantly affects up to 15% of the jurisdiction or results in multiple injuries. All data is compiled from the most recent vulnerability assessment survey responses.
H	High Severity Average hazard event would typically result in significant damage. For example, a hazard that significantly affects 25% of the jurisdiction or results in multiple injuries and/or deaths. All data is compiled from the most recent vulnerability assessment survey responses.

Key B for Table 3.2 – Vulnerability Assessment Frequency Definitions

Code	Definitions
L	Low Frequency The hazard has not occurred or has rarely occurred within the past five years. All data is compiled from the most recent vulnerability assessment survey responses and hazards history data.
M	Medium Frequency The hazard has occurred one or more times within the past five years. All data is compiled from the most recent vulnerability assessment survey responses and hazards history data.
H	High Frequency The hazard has occurred multiple times within the past five years, and at least once within the past year. All data is compiled from the most recent vulnerability assessment survey responses and hazards history data.

Key C for Table 3.2 – Vulnerability Assessment Probability Definitions

Code	Definitions
L	Low Probability The probability for the hazard to occur at least one time within the next five years is estimated to be between 1% and 30%. All data is compiled from the most recent vulnerability assessment survey responses.
M	Medium Probability The probability for the hazard to occur at least one time within the next five years is estimated to be between 31% and 70%. All data is compiled from the most recent vulnerability assessment survey responses.
H	High Probability The probability for the hazard to occur at least one time within the next five years is estimated to be between 71% and 100%. All data is compiled from the most recent vulnerability assessment survey responses.

3.1 Hazardous Materials Release



A. Hazard Identification – Hazardous materials (hazmat) refers to any material that, because of its quantity, concentration, or physical or chemical characteristics, may pose a real hazard to human health or the environment if it is released. Hazmat includes flammable and combustible materials, toxic materials, corrosive materials, oxidizers, aerosols, and compressed gases. Specific examples of hazmat are gasoline, bulk fuels, propane, propellants, mercury, asbestos, ammunition, medical waste, sewage, and chemical, biological, radiological, nuclear, and explosive (CBRNE) threat agents. Specific federal and state guidelines exist on transport and shipping hazardous materials. Research institutes, industrial plants, individual households, and government agencies all generate chemical waste. Approximately one percent is classified as hazardous.

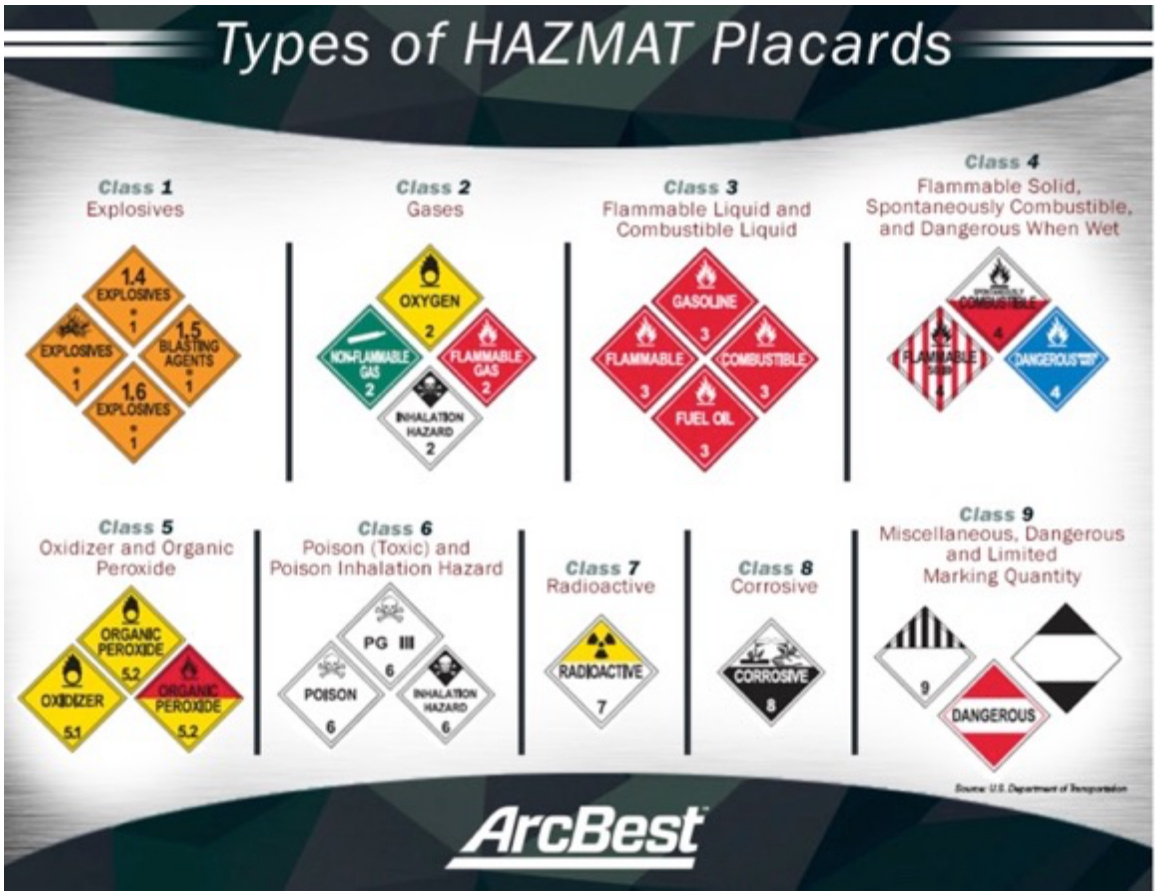
A hazmat spill or release occurs when hazardous material or waste gets into the environment in an uncontrolled fashion. Many manufacturing processes use hazardous materials or generate hazardous waste, but a hazardous spill doesn't always come from a chemical plant or a factory. Any substance in the wrong place at the wrong time in too large an amount can cause harm to the environment. The response to a spill depends on the situation. When the emergency response team is notified of a spill, it must quickly decide what sort of danger is likely. Members of the team collect appropriate clothing and

equipment and travel to the scene. There they try to contain the spill, sometimes testing a sample to identify it. If necessary, they decontaminate themselves before leaving the area. Once material has been identified, other personnel arrive to remove it.
When transporting hazardous materials, hazmat placards provide details about the kind of cargo a truck is carrying. The United States Department of Transportation (DOT) requires carriers to display these signs when moving hazardous goods because they inform emergency responders of what substances are involved in case of an accident. More than two dozen truck placards are used to represent dangerous goods, and you can determine what a truck is carrying by the specific details on the sign.

A hazmat placard has six main parts (though not every sign includes all six):

Hazard class number
UN/NA number
Compatibility letters
Color
Words
Graphics

See hazmat placard chart below. Source: ArcBest.



Hazard class numbers

Numbers 1-9 represent the different hazardous classes and their divisions (class numbers are located at the bottom of the sign and division numbers are in the middle):

Class 1 — Explosives
1.1: Products with the potential to create a mass explosion
1.2: Products with the potential to create a projectile hazard
1.3: Products with the potential to create a fire or minor blast
1.4: Products with no significant risk of creating a blast
1.5: Products considered very insensitive that are used as blasting agents
1.6: Products considered extremely insensitive with no risk to create a mass explosion

Class 2 — Gases
2.1: Flammable gases
2.2: Nonflammable gases
2.3: Toxic gases

Class 3 — Flammable and combustible liquids

Class 4 — Flammable materials
4.1: Flammable solids
4.2: Spontaneously combustible
4.3: Dangerous when wet

Class 5 — Oxidizer and organic peroxide
5.1: Oxidizing substances
5.2: Organic peroxides

Class 6 — Poisons
6.1: Toxic substances
6.2: Infectious substances

Class 7 — Radioactive
Class 8 — Corrosive
Class 9 — Miscellaneous

United Nations/North American numbers

Four-digit numbers ranging from 0004-3534 are called United Nations (UN) numbers. They help identify hazardous international cargo traveling in the United States. Goods that aren't classified or regulated by the United Nations receive North American (NA) numbers. These four-digit numbers range from 8000-9279 and are assigned by the DOT. All UN and NA placards come with an identifier that helps shippers determine the cargo's class, division and compatibility group.

Compatibility letters

On some placards, you may see the letters A-S. These compatibility letters help shippers and carriers know which explosives can be loaded together onto a trailer.

Colors, words and graphics

One of the easiest ways to identify hazmat placards, other than the class numbers, is by the color (along with the words and graphics on each sign):

Orange

Orange represents explosive materials which can include products like dynamite, fireworks and ammunition. These signs typically have the words explosives or blasting agents on them and a graphic indicating something blowing up. They'll also have the number 1 to indicate the class.



Red

Red is for flammable goods like gasoline, rubbing alcohol, paint and acetone, which can fall into Classes 2 or 3. These placards feature a flame image and usually have the words flammable, gasoline, combustible or fuel oil.



Green

If the truck has a green sign, it's transporting nonflammable substances like compressed and liquefied gases. You'll see the word nonflammable gas, an image of a gas canister and the number 2.



Yellow

Yellow indicates oxidizers — substances, that when mixed with oxygen, are likely to combust (Classes 2 or 5). Common oxidizers include ammonium nitrate, potassium nitrate, halogens and nitric acid. These signs have oxygen written on them and a graphic of an "O" with flames.



White

White indicates poisonous and biohazardous substances like dyes, acids, aerosols and medical waste. For toxic materials, the sign will be labeled poison, PG III (PG = packing group) or inhalation hazard with a skull-and-crossbones image. For biohazards, the placard will say infectious substance and have a biohazard symbol (three circles overlapping one center circle). These types of materials can fall into Classes 2 or 6.



Blue

Blue represents goods that are dangerous when wet — meaning when these materials meet water, they can become flammable. Examples include sodium, calcium and potassium. You'll see dangerous when wet, an image of a flame and the number 4 on these placards.



Red and white

If you see a sign that's half red and half white with spontaneously combustible written on it, a flame graphic and the number 4, that means there are substances present that may ignite when exposed to air. This can include things like aluminum and lithium alkyls or white phosphorous.



Red and white stripes

Signs that have red and white vertical stripes with the number 4 represent flammable solids such as matches and magnesium. These placards are labeled flammable solid and have a fire graphic.



Red and yellow

Red and yellow indicate organic peroxides which have the potential to ignite or explode (these fall under the division 5.2). Common examples are methyl ethyl ketone peroxide and benzoyl peroxide. These signs say organic peroxide and will either have the graphic of "O" with flames or just a normal fire graphic.



Yellow and white

Yellow and white represent radioactive substances that are often found in medical equipment. You'll see the word radioactive, the radiation symbol of three blades surrounding a small circle, and the number 7.



White and black

Half white and half black signifies corrosive materials that can irritate and harm the skin. Examples include batteries, hydrochloric acid, sulfuric acid and sodium hydroxide. These signs say corrosive, show substances spilling onto hands, and have the number 8.



White with black stripes

A white sign with black vertical stripes at the top and the number 9 at the bottom signals miscellaneous dangerous goods. This includes environmentally hazardous substances that don't fall into a specific class like asbestos and dry ice.

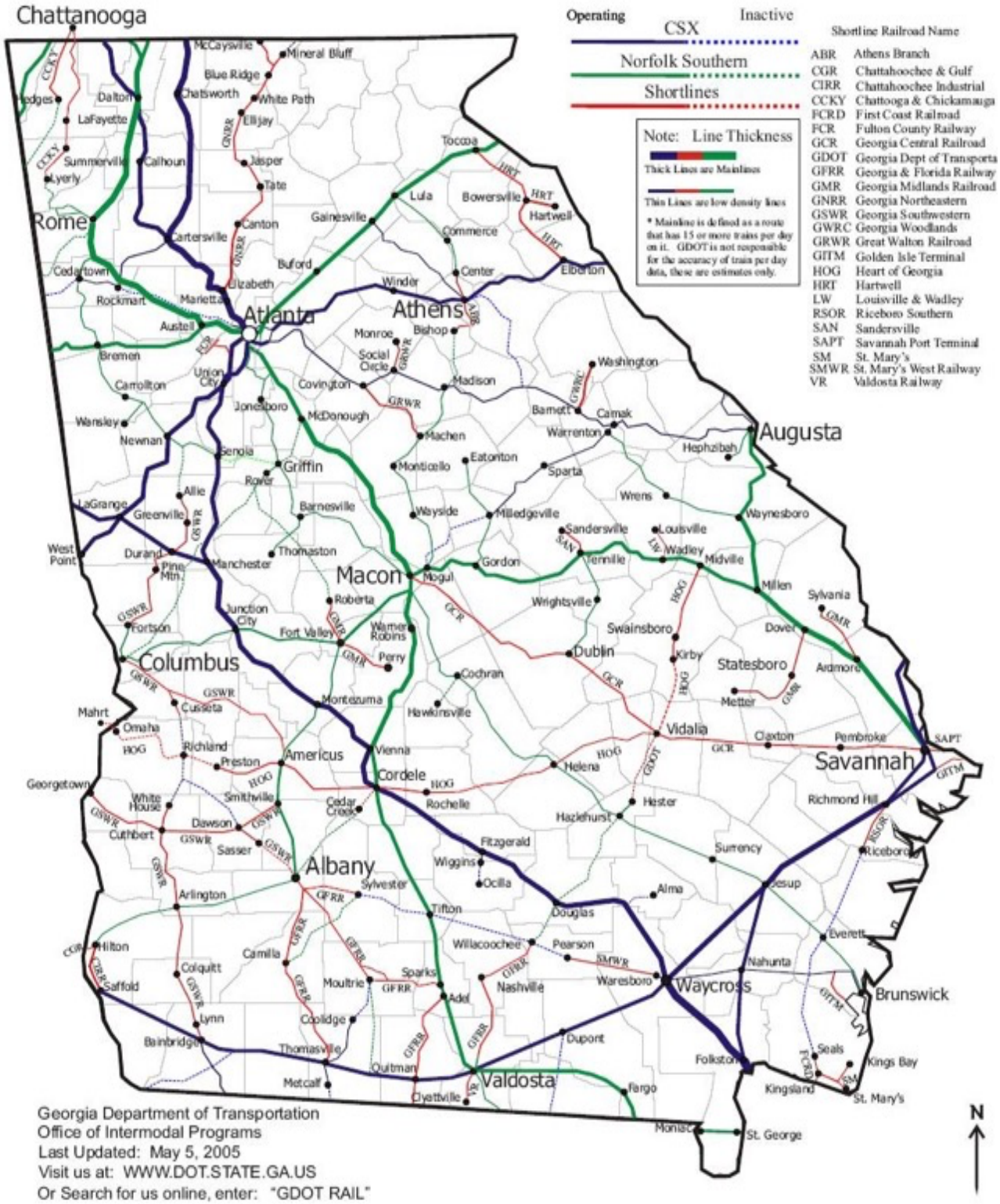


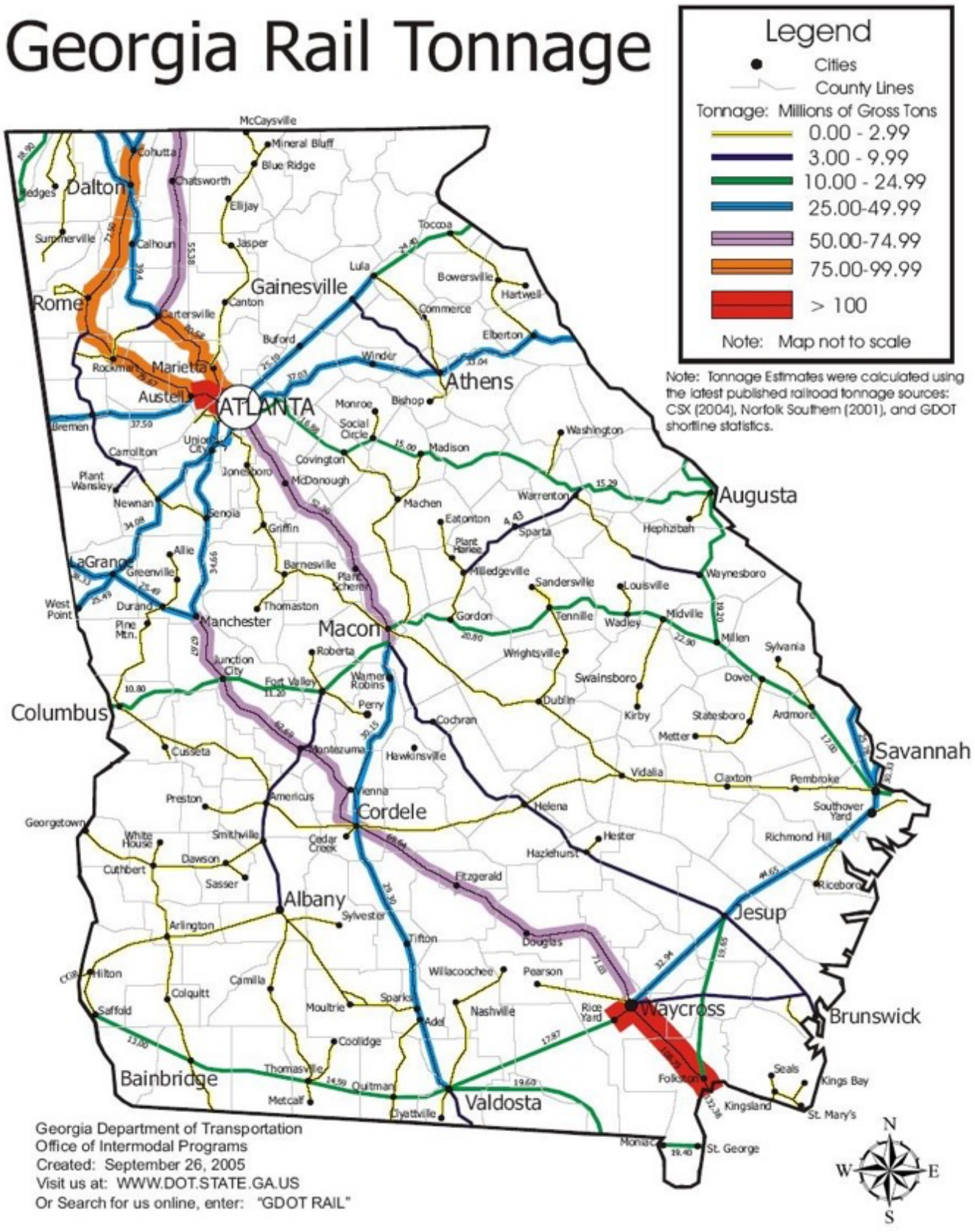
B. Hazard Profile – Hazmat spills are usually categorized as either fixed releases, which occur when hazmat is released on the site of a facility or industry that stores or manufactures hazmat, or transportation-related releases, which occur when hazmat is released during transport from one place to another. Both fixed and transportation-related hazmat spills represent tremendous threats to Lumpkin County. Potential fixed hazmat spills within the County would come from local commercial and industrial establishments. Transportation-related hazmat spills could come from commercial traffic on major highways or low density rail lines.

Both fixed and transportation-related hazmat spills represent tremendous threats to Lumpkin County. The County's numerous industries are one of the main threats with regard to fixed hazmat spills. Another serious concern comes from transportation-related hazmat spills. The main corridors of concern are US Routes 19 and 129 and State Routes 9, 11, 52, 60, 115, and 400.

The Georgia Department of Transportation (GDOT) rail maps on the following two pages demonstrate that there are presently no rail lines running through Lumpkin County. This is fortunate in the sense that hazmat spills via rail are not a threat to the County. Nevertheless, the maps are included to provide statewide perspective.

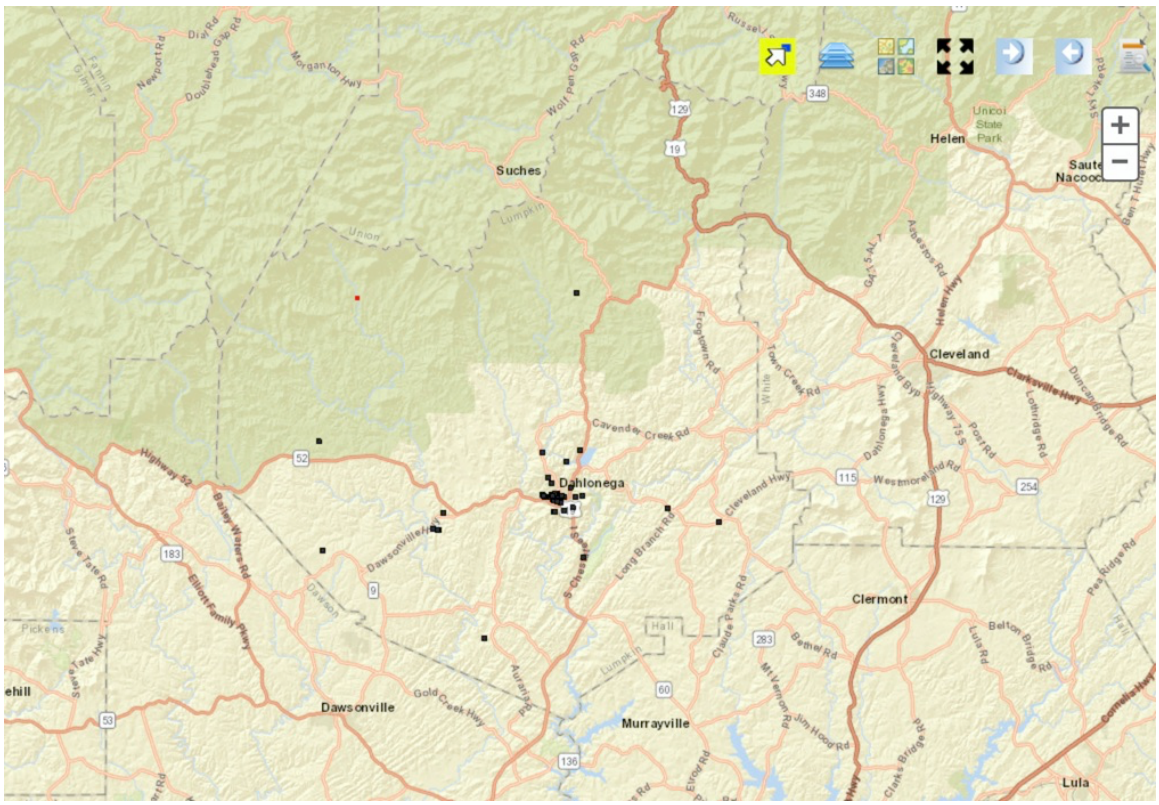
Georgia Rail System




Georgia Rail Tonnage
Legend
Cities
County Lines
Tonnage: Millions of Gross Tons
0.00 - 2.99
3.00 - 9.99
10.00 - 24.99
25.00-49.99
50.00-74.99
75.00-99.99
> 100
Note: Map not to scale
Note: Tonnage Estimates were calculated using the latest published railroad tonnage sources: CSX (2004), Norfolk Southern (2001), and GDOT shortline statistics.
McCaysville
Mineral Bluff
Blue Ridge
Cohutta
Chatsworth
Dalton
Hedges
Ellijay
Summerville
Calhoun
Jasper
Toccoa
Lula
Gainesville
Bowersville
Hartwell
Rome
Canton
Cartersville
Commerce
Buford
Elberton
Winder
Rockmart
Marietta
Austell
ATLANTA
Athens
Monroe
Bishop
Bremen
Social Circle
Washington
Union City
Madison
Carrollton
Covington
Jonesboro
McDonough
Plant Wansley
Machen
Warrenton
Augusta
Newnan
Senoia
Griffin
Eatonton
Sparta
Hephzibah
Plant Harlee
LaGrange
Allie
Greenville
Barnesville
Plant Scherer
Milledgeville
Sandersville
Louisville
Waynesboro
West Point
Durand
Thomaston
Manchester
Macon
Gordon
Tennille
Wadley
Midville
Pine Mtn.
Roberta
Wrightsville
Millen
Sylvania
Junction City
Warner Robins
Fort Valley
Swainsboro
Dover
Columbus
Perry
Dublin
Kirby
Statesboro
Ardmore
Cochran
Metter
Cusseta
Montezuma
Hawkinsville
Savannah
Vidalia
Claxton
Pembroke
Preston
Americus
Vienna
Cordele
Helena
Southover Yard
Georgetown
White House
Smithville
Cedar Creek
Hester
Richmond Hill
Hazlehurst
Cuthbert
Dawson
Sasser
Fitzgerald
Riceboro
Albany
Sylvester
Jesup
Arlington
Tifton
Douglas
Hilton
Camilla
Willacoochee
Pearson
Colquitt
Moultrie
Sparks
Nashville
Rice Yard
Waycross
Brunswick
Saffold
Adel
Coolidge
Bainbridge
Thomasville
Quitman
Folkston
Seals
Kings Bay
Metcalf
Valdosta
Kingsland
St. Mary's
Moniac
St. George
N
S
E
W
Georgia Department of Transportation
Office of Intermodal Programs
Created: September 26, 2005
Visit us at: WWW.DOT.STATE.GA.US
Or Search for us online, enter: "GDOT RAIL"
COX

C. Assets Exposed to Hazard – The environment is especially vulnerable to hazardous materials releases, with waterways being at greatest risk of contamination. Georgia EPD tracks information on waterways within Lumpkin County that have been contaminated to varying degrees due to hazmat spills. These incidents include contamination to creeks, lakes, storm sewers, wells, and drainage ditches. Such releases are also a potential threat to all property and persons within any primary highway corridors or railroad corridors of Lumpkin County since certain hazmat releases can create several square miles of contamination. The same holds true of property and persons located in the vicinity of facilities or industries that produce or handle large amounts of hazardous materials. The most common hazmat releases have generally included diesel, gasoline, oil, and sewage. Unfortunately, Georgia EPD no longer makes specific hazmat spill information available to the public as they once did. If at some point this changes, that data will be considered at the next Plan update.

All public and private property including critical facilities are susceptible to hazardous materials release since this hazard is not spatially defined. The map below identifies critical facilities located within the hazard area, which in the case of drought includes all areas within the County and City.



D. Estimate of Potential Losses - It is difficult to determine potential damage to the environment caused by hazardous materials releases. What can be calculated are the significant response costs incurred once a hazmat release does occur including emergency response, road closings, evacuations, watershed protection, expended man-hours, and cleanup materials and equipment. Corridors for US Routes 19 and 129 and State Routes 9, 11, 52, 60, 115, and 400 are most vulnerable to transportation-related releases. However, such releases can occur in virtually any part of the County accessible by road. Fixed location releases are not as likely to affect the more rural areas of the County. For additional loss estimate information, please refer to the Critical Facilities Database (Appendix A).

E. Multi-Jurisdictional Concerns – All of Lumpkin County, including the City of Dahlonega, is vulnerable to both fixed and transportation-related hazardous materials releases.

F. Climate – Climate does not appear to be a factor in the frequency or magnitude of hazardous materials releases.

G. Vulnerable Populations - Vulnerable populations in Lumpkin County and the City of Dahlonega, each in very similar ways, may experience the impacts of non-natural hazards, including hazardous materials releases, differently than the rest of the population due to a variety of factors that increase their susceptibility to harm. These factors can include socioeconomic status, age, disability, race, language barriers, and housing conditions. Here's a brief summary of how these populations might be affected differently:

Elderly and Disabled Populations: Older adults and individuals with physical or cognitive disabilities may have mobility challenges, which can make evacuation during emergencies more difficult. They may also have higher health risks during extreme weather events like heatwaves, floods, or storms, and may not have access to necessary medical care during such events.

Low-Income Communities: Low-income households often lack the resources to prepare for or recover from non-natural disasters. This includes limited access to flood insurance, poor housing conditions that may not be resilient to storms, and difficulty accessing emergency services. These individuals may also be more likely to live in areas prone to hazards, such as floodplains or areas with inadequate infrastructure.

Racial and Ethnic Minorities: Racial and ethnic minorities may face higher levels of vulnerability due to limited access to healthcare, education, and social services. In some cases, these populations may be more likely to live in high-risk areas (such as floodplains) or in substandard housing that is less resilient to non-natural hazards.

Non-English Speakers: Individuals who speak limited or no English may face difficulties in understanding emergency warnings, evacuation instructions, or access to resources. Lack of access to multilingual communication can exacerbate their vulnerability during non-natural hazard events.

Homeless Individuals: Homeless individuals are especially vulnerable during non-natural hazards, as they may not have access to shelters or safe places to seek refuge during extreme weather events. They may also lack the ability to store supplies or evacuate to a safe location.

Children: Children are particularly vulnerable to the impacts of non-natural hazards due to their developmental stage and reliance on caregivers. They may also face challenges in evacuation due to age or disability and may be at higher risk for trauma and health issues in the aftermath of a disaster.

In general, vulnerable populations may experience greater exposure, fewer resources for mitigation and recovery, and more severe consequences from non-natural hazards compared to the rest of the population. This highlights the need for inclusive disaster planning, preparedness, and response strategies that address the specific needs of these groups.

H. Hazard Summary – Hazardous materials releases are a significant threat to Lumpkin County. Unknown quantities and types of hazmat are transported through the County by trucks on a daily basis. The main corridors of concern are US Routes 19 and 129 and State Routes 9, 11, 52, 60, 115, and 400. These hazmat shipments pose a great potential threat to all of Lumpkin County. The fact that the County is unable to track these shipments seriously limits the mitigation measures that can be put into place. Fixed hazmat releases are also considered to be a major threat to Lumpkin County due to the industries located therein. Therefore, the Lumpkin County HMPC has identified specific mitigation actions for hazardous materials releases in *Chapter 5*.

3.2 Dam Failure



A. Hazard Identification – Georgia law defines a dam as any artificial barrier which impounds or diverts water, is 25 feet or more in height from the natural bed of the stream, or has an impounding capacity at maximum water storage evaluation of 100 acre-feet (equivalent to 100 acres one foot deep) or more. Dams are usually constructed to provide a ready supply of water for drinking, irrigation, recreation and other purposes. They can be made of rock, earth, masonry, or concrete or of combinations of these materials.

Dam failure is a term used to describe the major breach of a dam and subsequent loss of contained water. Dam failure can result in loss of life and damage to structures, roads, utilities, crops, and livestock. Economic losses can also result from a lowered tax base, lack of utility profits, disruption of commerce and governmental services, and extraordinary public expenditures for food relief and protection. National statistics show that overtopping due to inadequate spillway design, debris blockage of spillways, or settlement of the dam crest account for one third of all U.S. dam failures. Foundation defects, including settlement and slope instability, account for another third of all failures. Piping and seepage, and other problems cause the remaining third of national dam failures. This includes internal erosion caused by seepage, seepage and erosion along hydraulic structures, leakage through animal burrows, and cracks in the dam. The increasing age of dams nationwide is a contributing factor to each of the problems above.

B. Hazard Profile – Congress first authorized the US Army Corps of Engineers to inventory dams in the United States with the National Dam Inspection Act (Public Law 92-367) of 1972. The Water Resources Development Act of 1986 (P.L. 99-662) authorized the Corps to maintain and periodically publish an updated National Inventory of Dams (NID), with re-authorization and a dedicated funding source provided under the Water Resources Development Act of 1996 (P.L. 104-3). The Corps also began close collaboration with the Federal Emergency Management Agency (FEMA) and state regulatory offices to obtain more accurate and complete information. The National Dam Safety and Security Act of 2002 (P.L. 107-310) reauthorized the National Dam Safety Program and included the maintenance and update of the NID by the Corps of Engineers. The most recent Dam Safety Act of 2006 reauthorized the maintenance and update of the NID.

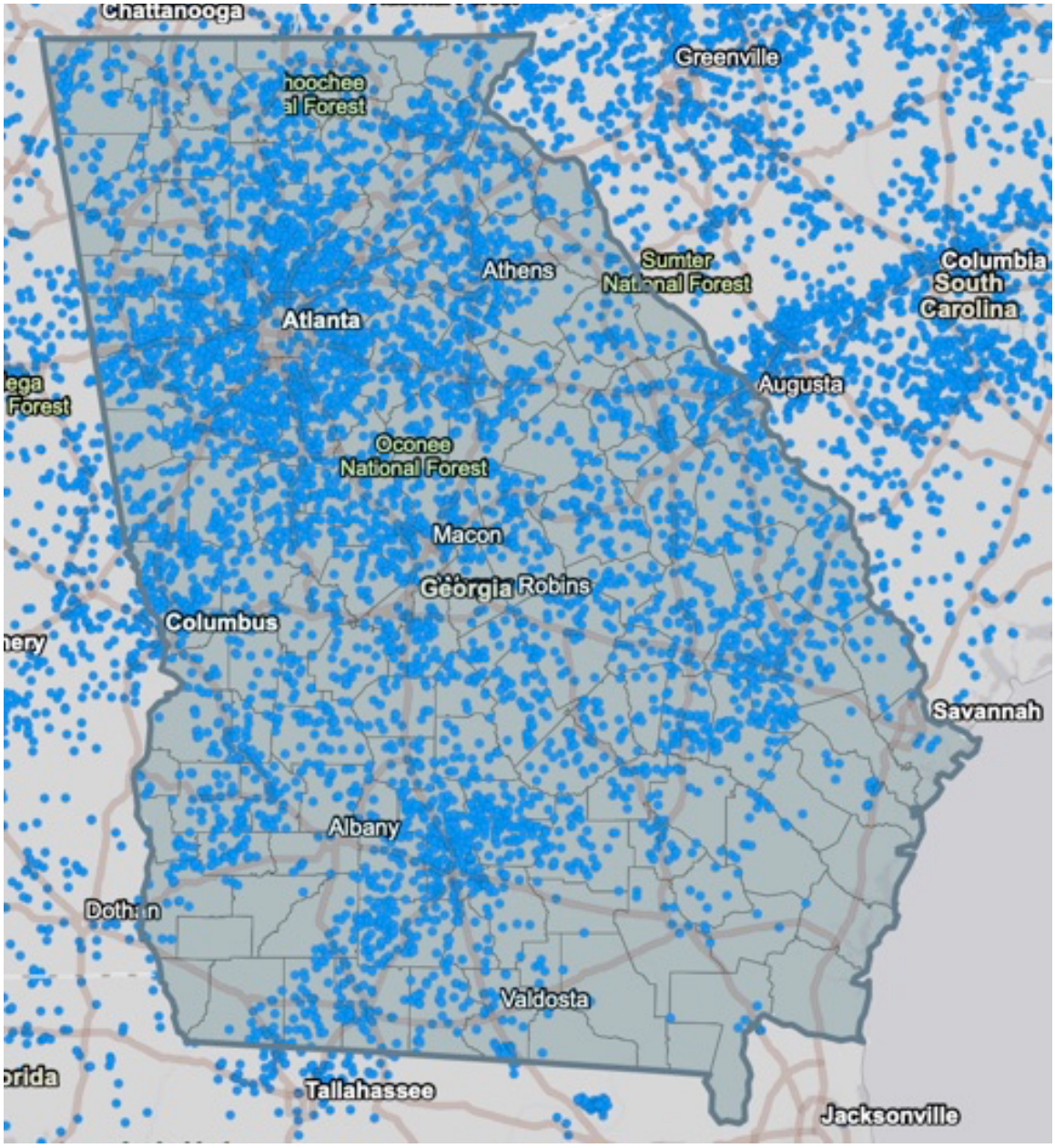
The NID consists of dams meeting at least one of the following criteria:

1) High hazard classification - loss of one human life is likely if the dam fails,
2) Significant hazard classification - possible loss of human life and likely significant property or environmental destruction,
3) Equal or exceed 25 feet in height and exceed 15 acre-feet in storage,
4) Equal or exceed 50 acre-feet storage and exceed 6 feet in height.

The goal of the NID is to include all dams in the U.S. that meet these criteria, yet in reality, is limited to information that can be gathered and properly interpreted with the given funding. The inventory initially consisted of approximately 45,000 dams, which were gathered from extensive record searches and some feature extraction from aerial imagery. Since continued and methodical updates have been conducted, data collection has been focused on the most reliable data sources, which are the various federal and state government dam construction and regulation offices. In most cases, dams within the NID criteria are regulated (construction permit, inspection, and/or enforcement) by federal or state agencies, who have basic information on the dams within their jurisdiction. Therein lies the biggest challenge, and most of the effort to maintain the NID; periodic collection of dam characteristics from states, territories, and 18 federal offices. Database management software is used by most state agencies to compile and export update information for the NID. With source agencies using such software, the Corps of Engineers receives data that can be parsed and has the proper NID codes. The Corps can then resolve duplicative and conflicting data from the many data sources, which helps obtain the more complete, accurate, and updated NID.

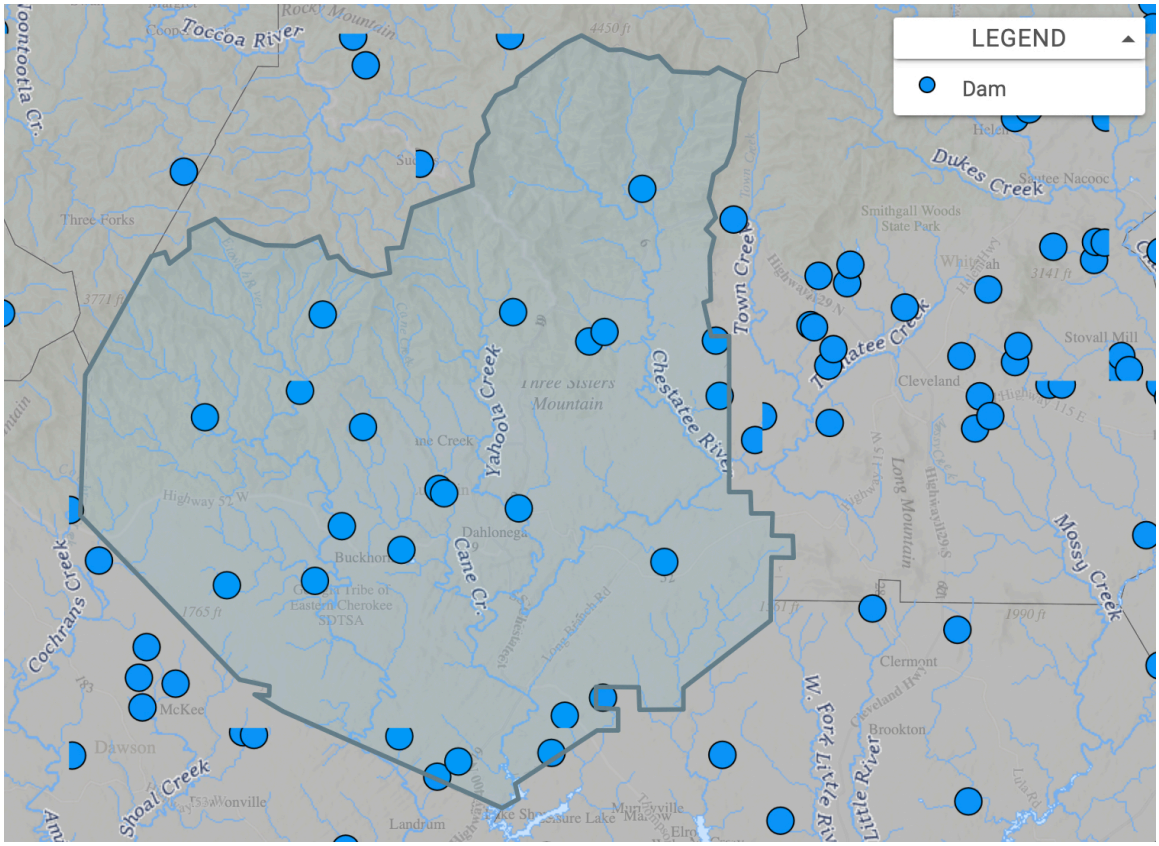
The National Inventory of Dams Map for the State of Georgia is located below and displays a State inventory of 5,412 dams. According to the data, the average age of a dam in Georgia is 61 years. Only 2% of Georgia dams are regulated by a Federal agency and 9% of Georgia dams are regulated by a State agency. 1% of Georgia dams generate hydropower. 79% of Georgia high hazard potential dams have an emergency action plan (EAP).

U.S Army Corps of Engineers National Inventory of Dams



The National Inventory of Dams Map for Lumpkin County is located below and displays a county inventory of 23 dams. According to the data, the average age of a dam in Lumpkin County is 58 years. No Lumpkin County dams are regulated by a Federal agency and 22% of Lumpkin County dams are regulated by a State agency. No Lumpkin County dams generate hydropower. 80% of Lumpkin County high hazard potential dams have an emergency action plan (EAP).

U.S Army Corps of Engineers National Inventory of Dams – Lumpkin Co.



A summary of the dams found in the NID for Lumpkin County is as follows:

Etowah River WS Str # 26
Hazard Potential Classification: High
Emergency Action Plan: Yes
Owner Name: Upper Chattahoochee River SWCD
Primary Purpose: Flood Risk Reduction

Etowah River WS Str # 25
Hazard Potential Classification: High
Emergency Action Plan: Yes
Owner Name: Upper Chattahoochee River SWCD
Primary Purpose: Recreation

Yahoola Creek Reservoir Dam
Hazard Potential Classification: High
Emergency Action Plan: Yes
Owner Name: City of Dahlonega

Roskin Lake Dam
Hazard Potential Classification: High
Emergency Action Plan: No
Owner Name: Kitty Cathey & Larry Carney
Primary Purpose: Recreation

Whitner's Lake Dam
Hazard Potential Classification: High
Emergency Action Plan: Yes
Owner Name: Edenfield, Bruce Oglesby, Richard Brown W. Dennis Dynasty Trust
Primary Purpose: Recreation

Etowah River WS Str # 32
Hazard Potential Classification: Low
Emergency Action Plan: Not Required
Owner Name: Upper Chattahoochee River S & Wcd
Primary Purpose: Flood Risk Reduction

Blackburn State Park Lake Dam
Hazard Potential Classification: Low
Emergency Action Plan: Not Required
Owner Name: Lumpkin County
Primary Purpose: Recreation

Gay Lake Dam
Hazard Potential Classification: Low
Emergency Action Plan: Not Required
Owner Name: Applewood INC.
Primary Purpose: Recreation

Burgess Lake Dam
Hazard Potential Classification: Low
Emergency Action Plan: Not Required
Owner Name: Starbridge Hills Investments LLC
Primary Purpose: Recreation

Garwood Lake Dam
Hazard Potential Classification: Low
Emergency Action Plan: Not Required
Owner Name: The Nature Conservancy
Primary Purpose: Recreation

Hidden Lake Dam
Hazard Potential Classification: Low
Emergency Action Plan: Not Required
Owner Name: Life Teen Inc
Primary Purpose: Recreation

Whelchel # 1 Dam
Hazard Potential Classification: Low
Emergency Action Plan: Not Required
Owner Name: Georgia Welchel LLC
Primary Purpose: Recreation

Butler Lake Dam
Hazard Potential Classification: Low
Emergency Action Plan: Not Required
Owner Name: Lumpkin County Lake Property LLC
Primary Purpose: Recreation

Lake Arthur Dam
Hazard Potential Classification: Low
Emergency Action Plan: Not Required
Owner Name: Turner, Arthur C.
Primary Purpose: Recreation

Camp Glisson Lower Lake Dam
Hazard Potential Classification: Low
Emergency Action Plan: Not Required
Owner Name: Board of Camp Glisson
Primary Purpose: Recreation

Kritzer Lake Dam
Hazard Potential Classification: Low
Emergency Action Plan: Not Required
Owner Name: Kritzer,Craig

Camp Glisson (Water Supply)
Hazard Potential Classification: Low
Emergency Action Plan: Not Required
Owner Name: Board of Camp Glisson
Primary Purpose: Recreation

Poole Lake Dam
Hazard Potential Classification: Low
Emergency Action Plan: Not Required
Owner Name: Wayne Painter & James Self
Primary Purpose: Recreation

Moose Dam
Hazard Potential Classification: Low
Emergency Action Plan: Not Required
Owner Name: Lloyd Bearden
Primary Purpose: Recreation

Whelchel Lake Dam # 2
Hazard Potential Classification: Low
Emergency Action Plan: Not Required
Owner Name: Teresa Vickers
Primary Purpose: Recreation

Dollar Lake Dam
Hazard Potential Classification: Low
Emergency Action Plan: Not Required
Owner Name: Dollar, Franklin
Primary Purpose: Recreation

Rainbow Lake Dam
Hazard Potential Classification: Low
Emergency Action Plan: Not Required
Owner Name: R-Ranch in the Mountains
Primary Purpose: Recreation

Lake Marie Dam
Hazard Potential Classification: Undetermined
Emergency Action Plan: Not Required
Owner Name: Woorly, Rogers H. Sr.
Primary Purpose: Recreation

The Georgia Safe Dams Act of 1978 established Georgia's Safe Dams Program following the November 6, 1977 failure of the Kelly Barnes Dam in Toccoa, GA, in which 39 people lost their lives when the breached dam, which held back a 45-acre lake, sent a 30-foot-high wall of water sweeping through Toccoa Falls College.



The Kelly Barnes Dam failed about 1:30 a.m., on November 6, 1977. The dam went through various stages of development. First as a rock crib dam and then with subsequent stages as an earth dam. The rock crib dam was completed about 1899 to back up water which would be used to power a small hydroelectric plant located near the foot of the Falls. About 1937, the Toccoa Falls Bible Institute was interested in developing a more dependable power source and decided to build an earth dam over the rock crib dam. This construction was performed with equipment provided by a local manufacturer. After World War II, the earth fill was raised to a point where an earth spillway on the left side of the valley could be utilized, and a low point on the rim on the right side away from the dam would serve as a secondary spillway in case high flows occurred. The final height of the dam was approximately 42 feet above the rock foundation. This installation served as a power source until 1957 for the Toccoa Falls Bible Institute, which later became the Toccoa Falls College. At this time, the development of power was stopped but the dam continued to be used as a recreation lake. The Federal Investigative Board could not determine a sole cause of the failure. It does conclude that a combination of factors caused the failure. The most probable causes are a local slide on the steep downstream slope probably associated with piping, an attendant localized breach in the crest followed by progressive erosion, saturation of the downstream embankment, and subsequently a total collapse of the structure.



The Environmental Protection Division (EPD) within the Georgia Department of Natural Resources (DNR) is responsible for administering the Safe Dams Program. The purpose of the Program is to *provide for the inspection and permitting of certain dams in order to protect the health, safety, and welfare of all citizens of the state by reducing the risk of failure of such dams.* The Program has two main functions: (1) to inventory and classify dams and (2) to regulate and permit high hazard dams. Structures below the State minimum height and impoundment requirements (25 feet or more in height or an impounding capacity of 100 acre-feet or more) are exempt from regulation by the Georgia Safe Dams Program. The Program checks the flood plain of the dam to determine its hazard classification. Specialized software is used to build a computer model to simulate a dam breach and establish the height of the flood wave in the downstream plain. If the results of the dam breach analysis, also called a flood routing, indicate that a breach of the dam would result in a probable loss of human life, the dam is classified as Category I (high-hazard). The Safe Dams Program also approves plans and specifications for construction and repair of all Category I dams. In addition, Category I dams are continuously monitored for safety by Georgia EPD.

To date, the Safe Dam Program has identified **six Category I dams** within Lumpkin County. These include Etowah River Watershed Structure No. 25, Etowah River Watershed Structure No. 26, Rainbow Lake Dam, Roskin Lake Dam, Whitner's Lake Dam, and Yahoola Creek Reservoir Dam. The additional 23 classified dams within the County are Category II dams (21) or exempt dams (2). There may be a number of unclassified dams within the County as well. The Program requires all Category II dams to be inventoried at least every five years.

The Lumpkin County HMPC reviewed data from the US Army Corps of Engineers National Inventory of Dams, the Environmental Protection Division (EPD) within the Georgia Department of Natural Resources (Georgia Safe Dams Program), as well as County records in their research involving dam failure within Lumpkin County. Fortunately, Lumpkin County has never experienced a total dam failure with a Category I dam. It is possible that some small private dams have been breached at some point in the past, but no records have been found to indicate any type of emergency response related to such a failure, or even that such a failure has taken place. However, the potential for such a disaster does exist, and the appropriate steps must be taken to minimize such risks. Both the National Inventory of Dams and the Georgia Safe Dams Program help to accomplish that.

C. Assets Exposed to Hazard – Areas most vulnerable to the physical damages associated with dam failure within Lumpkin County, though such a risk appears to be relatively low, are the low-lying and downstream areas associated with each of the dams inventoried by the Safe Dam Program. Although physical damages associated with dam failure would be limited to certain areas, the damage to the local economy and problems associated with delivery of water and other utilities could be felt Countywide and include all areas of the County and City.

D. Estimate of Potential Losses - Loss estimation due to dam failure is an approximate effort, at best. Direct loss to infrastructure, critical facilities and businesses in terms of repair and replacement may be roughly estimated. Most flood inundation studies that would provide additional data related to losses are not available to the public for obvious security reasons and therefore cannot be made a part of this Plan. For additional loss estimate information, please refer to the Critical Facilities Database (Appendix A).

E. Multi-Jurisdictional Concerns – All of Lumpkin County, including the City of Dahlonega, is vulnerable to the negative impact of dam failure.

F. Climate – Climate does not appear to be a factor in the frequency or magnitude of dam failure.

G. Vulnerable Populations - Vulnerable populations in Lumpkin County and the City of Dahlonega, each in very similar ways, may experience the impacts of non-natural hazards, including hazardous materials releases, differently than the rest of the population due to a variety of factors that increase their susceptibility to harm. These factors can include socioeconomic status, age, disability, race, language barriers, and housing conditions. Here's a brief summary of how these populations might be affected differently:

Elderly and Disabled Populations: Older adults and individuals with physical or cognitive disabilities may have mobility challenges, which can make evacuation during emergencies more difficult. They may also have higher health risks during extreme weather events like heatwaves, floods, or storms, and may not have access to necessary medical care during such events.

Low-Income Communities: Low-income households often lack the resources to prepare for or recover from non-natural disasters. This includes limited access to flood insurance, poor housing conditions that may not be resilient to storms, and difficulty accessing emergency services. These individuals may also be more likely to live in areas prone to hazards, such as floodplains or areas with inadequate infrastructure.

Racial and Ethnic Minorities: Racial and ethnic minorities may face higher levels of vulnerability due to limited access to healthcare, education, and social services. In some cases, these populations may be more likely to live in high-risk areas (such as floodplains) or in substandard housing that is less resilient to non-natural hazards.

Non-English Speakers: Individuals who speak limited or no English may face difficulties in understanding emergency warnings, evacuation instructions, or access to resources. Lack of access to multilingual communication can exacerbate their vulnerability during non-natural hazard events.

Homeless Individuals: Homeless individuals are especially vulnerable during non-natural hazards, as they may not have access to shelters or safe places to seek refuge during extreme weather events. They may also lack the ability to store supplies or evacuate to a safe location.

Children: Children are particularly vulnerable to the impacts of non-natural hazards due to their developmental stage and reliance on caregivers. They may also face challenges in evacuation due to age or disability and may be at higher risk for trauma and health issues in the aftermath of a disaster.

In general, vulnerable populations may experience greater exposure, fewer resources for mitigation and recovery, and more severe consequences from non-natural hazards compared to the rest of the population. This highlights the need for inclusive disaster planning, preparedness, and response strategies that address the specific needs of these groups.

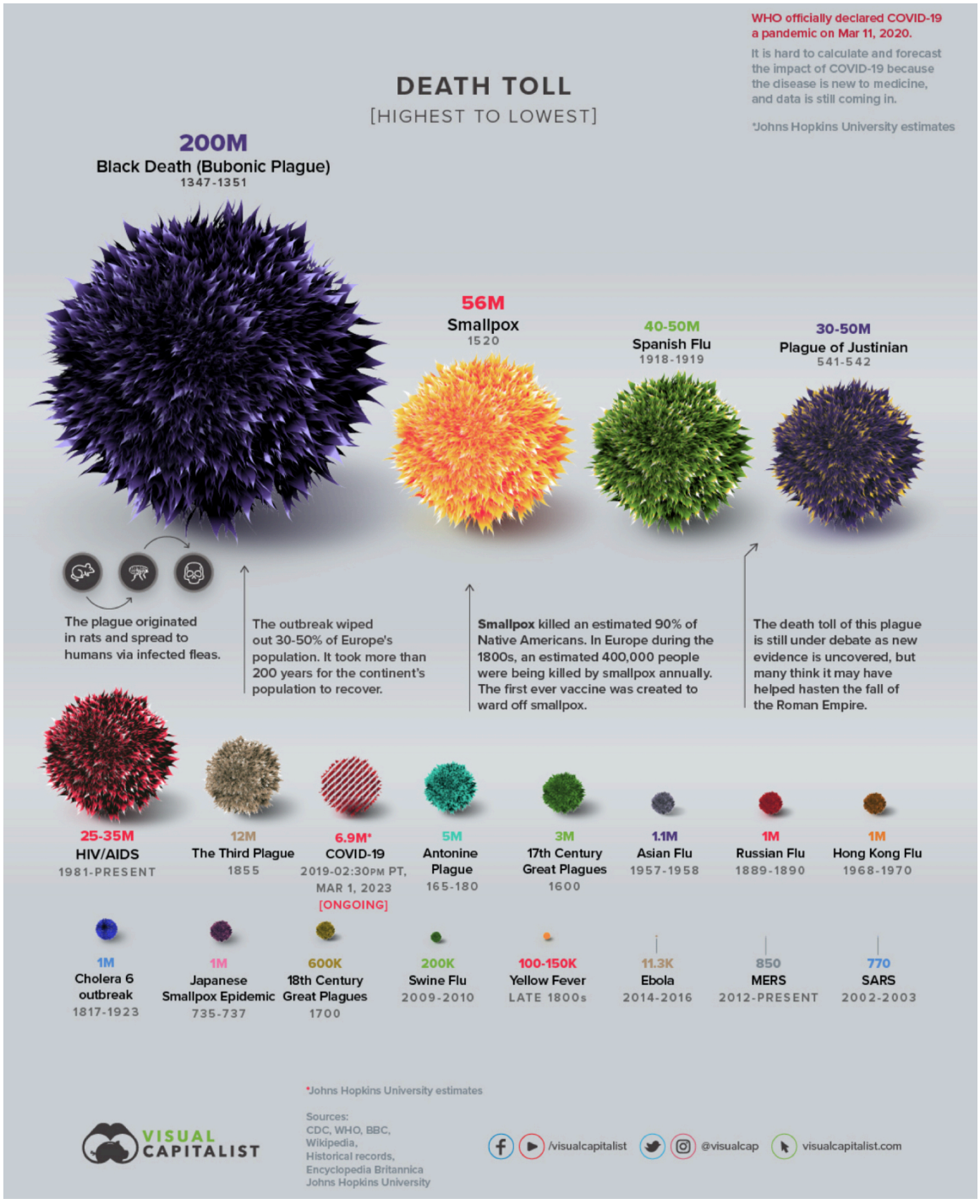
H. Hazard Summary – Although infrequent, dam failure poses a significant threat to Lumpkin County. The Lumpkin County HMPC has identified some specific mitigation actions for dam failure in *Chapter 5*.

3.3 Pandemic



A. Hazard Identification – A pandemic is defined as an outbreak of a disease that occurs over a wide geographic area and affects an exceptionally high proportion of the population. A widespread endemic disease with a stable number of infected people is not a pandemic. Widespread endemic diseases with a stable number of infected people such as recurrences of seasonal influenza are generally excluded as they occur simultaneously in large regions of the globe rather than being spread worldwide. A pandemic is an epidemic occurring on a scale that crosses international boundaries, usually affecting people on a worldwide scale. A disease or condition is not a pandemic merely because it is widespread or kills many people; it must also be infectious. For instance, cancer is responsible for many deaths but is not considered a pandemic because the disease is neither infectious nor contagious.

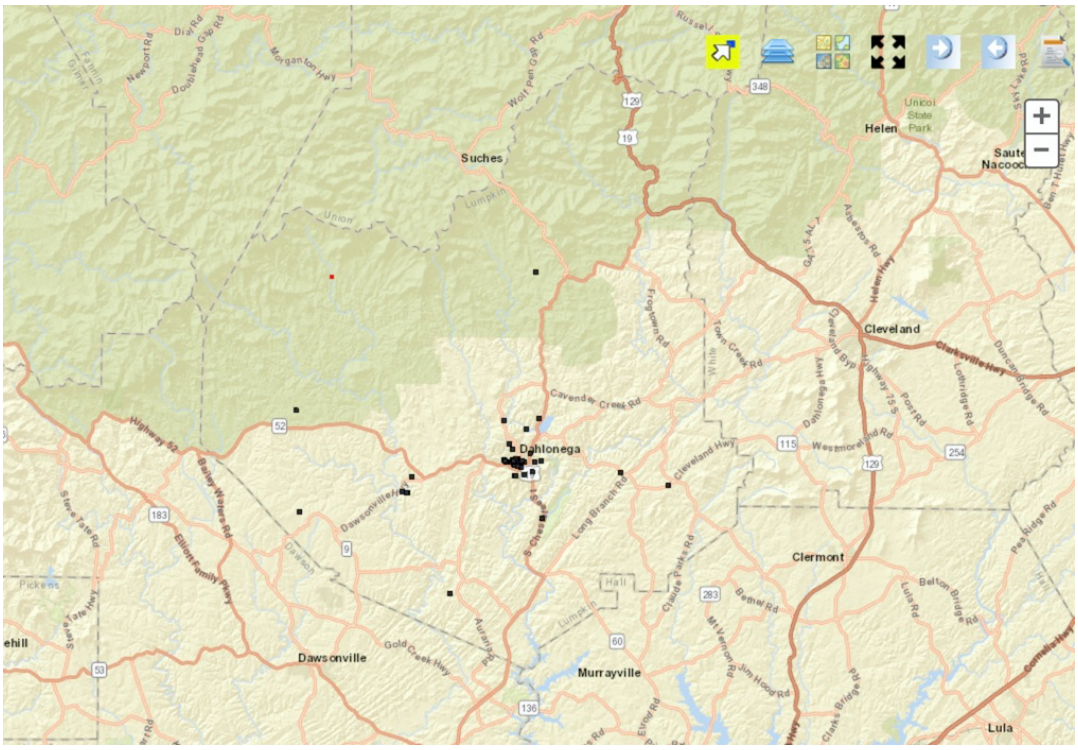
B. Hazard Profile – Throughout history, there have been a number of pandemics of diseases such as smallpox and tuberculosis. The most fatal pandemic recorded in human history was the Black Death (also known as The Plague), which killed an estimated 200 million people in the 14th century. Other notable pandemics include the 6th Century Plague of Justinian and the 1918 influenza pandemic (Spanish flu), each claiming up to 50 million lives. Current pandemics include HIV/AIDS, MERS and of course COVID-19. See the graphic below comparing some of the most significant pandemics in history.



The World Health Organization (WHO) reports that globally, as of September 30, 2025, there have been 777,572,888 confirmed cases of COVID-19, including 7,065,029 deaths, reported to WHO. As of 23 September 2025, a total of 13,996,307,449 vaccine doses have been administered. Regardless of the accuracy of these numbers and causes of death, COVID-19 has negatively impacted lives worldwide over the past several years.

At the same time, vaccines, while overwhelmingly beneficial, have had rare but documented negative side effects. Common side effects include fever, fatigue, headache, muscle ache, chills, diarrhea, and pain or redness at the injection site. Serious adverse events are extremely rare but have been observed: for example, anaphylaxis occurs in about 5 cases per one million vaccine doses administered. Cases of myocarditis and pericarditis (heart inflammations) have been reported, particularly in young males after mRNA vaccines, typically after the second dose, though most recover with minimal treatment. Another rare serious event is Thrombosis with Thrombocytopenia Syndrome (TTS), especially seen with adenovirus-vector vaccines such as Johnson & Johnson and AstraZeneca, occurring at roughly 4 cases per million doses, with higher rates in certain age and sex groups. These risks are continually monitored by health authorities as part of the process of analyzing the risk-benefit balance between COVID-19 and the associated vaccines.

C. Assets Exposed to Hazard –. All areas within Lumpkin County are susceptible to pandemics since they can occur anywhere that people are located. The more densely populated the specific area, the higher the likelihood of transmission. The likelihood of a pandemic in Lumpkin County and the City of Dahlonega is moderate, but the consequences should one occur has the potential to be extremely high.



D. Estimate of Potential Losses - For loss estimate information, please refer to Appendix A, the Critical Facilities Database, and Appendix D, Worksheet 3a, for each jurisdiction.

E. Multi-Jurisdictional Concerns – All of Lumpkin County, including the City of Dahlonega, is vulnerable to the negative impact of pandemics.

F. Climate – Climate does not appear to be a factor in the frequency or magnitude of pandemics.

G. Vulnerable Populations - Vulnerable populations in Lumpkin County and the City of Dahlonega, each in very similar ways, may experience the impacts of non-natural hazards, including hazardous materials releases, differently than the rest of the population due to a variety of factors that increase their susceptibility to harm. These factors can include socioeconomic status, age, disability, race, language barriers, and housing conditions. Here's a brief summary of how these populations might be affected differently:

Elderly and Disabled Populations: Older adults and individuals with physical or cognitive disabilities may have mobility challenges, which can make evacuation during emergencies more difficult. They may also have higher health risks during extreme weather events like heatwaves, floods, or storms, and may not have access to necessary medical care during such events.

Low-Income Communities: Low-income households often lack the resources to prepare for or recover from non-natural disasters. This includes limited access to flood insurance, poor housing conditions that may not be resilient to storms, and difficulty accessing emergency services. These individuals may also be more likely to live in areas prone to hazards, such as floodplains or areas with inadequate infrastructure.

Racial and Ethnic Minorities: Racial and ethnic minorities may face higher levels of vulnerability due to limited access to healthcare, education, and social services. In some cases, these populations may be more likely to live in high-risk areas (such as floodplains) or in substandard housing that is less resilient to non-natural hazards.

Non-English Speakers: Individuals who speak limited or no English may face difficulties in understanding emergency warnings, evacuation instructions, or access to resources. Lack of access to multilingual communication can exacerbate their vulnerability during non-natural hazard events.

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Children: Children are particularly vulnerable to the impacts of non-natural hazards due to their developmental stage and reliance on caregivers. They may also face challenges in

evacuation due to age or disability and may be at higher risk for trauma and health issues in the aftermath of a disaster.

In general, vulnerable populations may experience greater exposure, fewer resources for mitigation and recovery, and more severe consequences from non-natural hazards compared to the rest of the population. This highlights the need for inclusive disaster planning, preparedness, and response strategies that address the specific needs of these groups.

H. Hazard Summary – The Lumpkin County HMPC has identified some specific mitigation actions for pandemic in *Chapter 5*.

Chapter 4
Land Use and Development Trends

Lumpkin County's land use and development patterns are rapidly evolving from a historically rural base toward a diversified mix of residential, commercial, and industrial growth. The County has experienced more than 40 percent population growth in the past decade, driven largely by in-migration, with new residents drawn to its natural beauty, small-town character, and proximity to regional job centers. Much of the new housing is concentrated along State Route 400 and other major corridors, where suburban-style neighborhoods provide easy access to Atlanta while still preserving a foothold in a rural setting. This surge in residential development has created growing pressure on infrastructure, including roads, schools, and public services, requiring significant investment and planning.

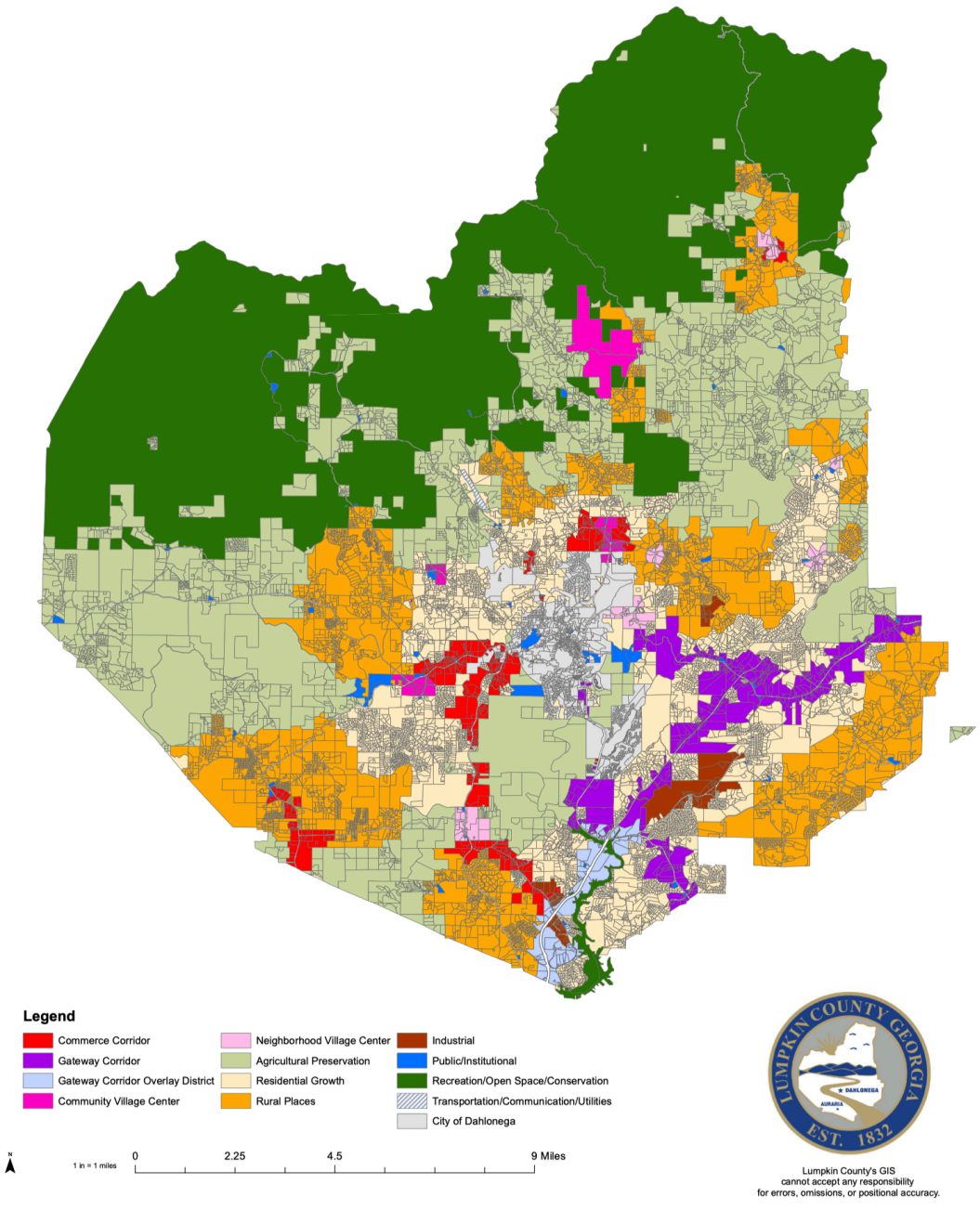
Infrastructure expansion has become a defining priority. High-speed fiber internet is being extended to thousands of previously underserved households and businesses, and major state and federal grants are funding critical water and sewer upgrades. A new wastewater treatment plant in the southern part of the county is scheduled to come online in 2025, supporting both population growth and new commercial activity along the SR-400 corridor. These improvements are closely tied to economic development, particularly the construction of the new Northeast Georgia Medical Center in Lumpkin County, a full-service hospital that will anchor healthcare and related business growth. Alongside the medical center, commercial projects highlight the county's emergence as a regional hub.

Industrial development is also gaining momentum, with certain sites and corridors being positioned for light manufacturing, logistics, and other large-scale employers. While these uses promise job creation and diversification of the local tax base, they also require careful planning to ensure that transportation capacity and utility services can support the growth. In parallel, the county is investing in parks, recreation, and outdoor amenities, using natural assets like Yahoola Creek Reservoir as both quality-of-life features and economic drivers to attract visitors, retirees, and second-home buyers.

Despite these shifts, agriculture and rural character remain important parts of Lumpkin County's identity. Farms, pastures, and wooded tracts still shape the landscape, particularly in valleys and watershed areas, but they are increasingly under pressure from encroaching development. Preserving this heritage while accommodating growth is a central tension in county planning. Looking ahead, Lumpkin County's trajectory points toward concentrated development along existing highways and towns, with SR-400 in particular transforming into a medical, commercial, and residential growth corridor. The ability of the County and City to align infrastructure expansion, strengthen land-use policies, and balance conservation with growth will assist it in sustaining a coordinated and prosperous future.

Although Lumpkin County has experienced significant growth and development pressures over the past five years, the Hazard Mitigation Planning Committee has determined that the overall vulnerabilities for Lumpkin County and the City of Dahlonega remain largely consistent, with no significant changes to the County's primary hazard risks or exposure.

2022 Lumpkin County Character Area Map



Local Capabilities

Local mitigation capabilities are existing authorities, policies, programs and resources that reduce hazard impacts or that could be used to implement hazard mitigation activities. The HMPC reviewed local capabilities and the available information is included in the water and sewer maps and the Local Capabilities Assessment Chart that follows.

Plan, Code/Ordinance, Tool or Funding Method	In place to address hazard mitigation by following jurisdictions (L=Lumpkin, D=Dahlonega)	Adequately utilized or enforced to address hazard mitigation	Updated regularly or as required by law	Notes
Comprehensive Plan	L, D	Y	Y	2022 update
Local Emergency Operations Plan (LEOP)	L	Y	Y	in development
Transportation Plan	L, D	Y	Y	within the Comprehensive Plan
Community Wildfire Protection Plan (CWPP)	L, D	Y	Y	2017
Building Code	L, D	Y	Y	2018 International Building Code w/2020 Georgia State Amendments
Site Plan Review	L, D	Y	Y	process continuously updated
ISO Rating	L	Y	Y	ISO class 4 including County and City
Zoning Ordinance	D	Y	Y	
Land Use Ordinance	L	Y	Y	
Subdivision Ordinance	L, D	Y	Y	
Floodplain Ordinance	L, D	Y	Y	
Planning Commission	L, D	Y	Y	7 members
Hazard Mitigation Planning Committee (HMPC)	L, D	Y	Y	2025 HMP update in progress
Mutual Aid Agreements	L, D	Y	Y	State and local jurisdictions
Mass Notification System	L	Y	Y	
Grant Writing	L, D	Y	NA	in-house grant writers
CERT Team	L	Y	Y	education & training ongoing
Public outreach & education programs	L, D	Y	Y	see mitigation actions chart
GEMA School Safety Plan	L	Y	Y	updated every year
Storm Ready Certification	L	Y	Y	renewed 2021
Capital improvement projects	L, D	Y	NA	see mitigation actions chart and comprehensive plan
Impact fees	NA	NA	NA	
Bonds, taxes, utility fees	L, D	Y	NA	ongoing

Chapter 5
Hazard Mitigation Goals, Objectives, & Actions

When Lumpkin County and the City of Dahlonega begin any large-scale planning effort, it is imperative that the planning process is driven by a clear set of goals and objectives. Goals and objectives are the foundation of an effective Hazard Mitigation Plan. They address the key problems and opportunities to help establish a framework for identifying risks and developing strategies to mitigate those risks. During the planning process, Lumpkin County's multi-jurisdictional Hazard Mitigation Planning Committee (HMPC) reviewed the previous plan and took into consideration community growth and minor changes that were made to infrastructure in order to evaluate to what extent the previously identified hazards had affected the jurisdictions since the last plan revision. While this information was used to review all of the goals, objectives, and action items from the previous plan for relevance and usability, there were no changes in overall priorities identified at the time of this plan update.

In order to fully understand the hazard mitigation goals, objectives, and actions, it is necessary to clearly define the terms **"goal"**, **"objective"**, and **"action"**:

A **goal** is a broad-based statement of intent that establishes the direction for the Lumpkin County Hazard Mitigation Plan. Goals can essentially be thought of as the desired "outcomes" of successful implementation of the Plan.
An **objective** is the stated "means" of achieving each goal, or the tasks to be executed in the process of achieving goals.
An **action** is a project-specific strategy to mitigate a particular hazard event within the context of the overarching goals and objectives.

While specific mitigation actions are listed later in this chapter, it is important to note that the actions were selected and evaluated in relation to the overarching hazard mitigation goals and objectives of this plan, which are as follows:

Goal #1. Protect life and minimize loss of property damage.

Objective 1-1. Implement mitigation actions that will assist in protecting lives and property by making homes, businesses, public facilities, and infrastructure more resistant to vulnerable hazards.
Objective 1-2. Review existing ordinances, building codes, and safety inspection procedures to help ensure that they employ the most recent and generally acceptable standards for the protection of buildings.
Objective 1-3. Ensure that public and private facilities and infrastructure meet established building codes and enforce the codes to address any deficiencies.
Objective 1-4. Implement mitigation actions that encourage the protection of the environment.

Objective 1-5. Integrate the recommendations of this plan into existing land use plans and capital improvement programs.
Objective 1-6. Build upon past databases to ensure that vulnerable hazards' risks are accurate.
Goal #2. Increase Public Awareness.

Objective 2-1. Develop and implement additional education and outreach programs to increase public awareness of the risks associated with hazards and on specific preparedness activities available.
Objective 2-2. Encourage homeowners and businesses to take preventative actions and purchase hazard insurance.

Goal #3. Encourage Partnerships.

Objective 3-1. Strengthen inter-jurisdictional and inter-agency communication, coordination, and partnerships to foster hazard mitigation actions designed to benefit multiple jurisdictions.
Objective 3-2. Identify and implement ways to engage public agencies with individual citizens, nonprofit organizations, business, and industry to implement mitigation activities more effectively.

Goal #4. Provide for Emergency Services.

Objective 4-1. Where appropriate, coordinate and integrate hazard mitigation actions with existing emergency operations plans.
Objective 4-2. Identify the need for, and acquire, any special emergency services and equipment to enhance response capabilities for specific hazards.
Objective 4-3. Encourage the establishment of policies to help ensure the prioritization and implementation of mitigation actions designed to benefit critical facilities, critical services, and emergency traffic routes.

Format Utilized to Develop Mitigation Actions

The HMPC reviewed each jurisdiction's annual budget, multiyear work programs, and comprehensive plans to determine existing mitigation actions that met the goals and objectives of this Plan. The committee then developed a list of tentative mitigation actions based on committee members' personal knowledge, interviews with other officials of each jurisdiction, and knowledge of successful actions implemented in other communities.

The committee members developed a prioritized list of mitigation actions utilizing the GEMA recommended STAPLEE prioritization methodology, with special emphasis on the following:

1. Cost effectiveness (and when potential federal projects are anticipated, cost-benefit reviews will be conducted prior to application);
2. Comprehensiveness, i.e. addresses a specific goal and objective;
3. Addresses reducing effects of hazards on new and existing buildings and infrastructure;
4. Addresses reducing effects of hazards on critical facilities where necessary; and,
5. Identification of future public buildings and infrastructure (Note: recognizing that the Plan may be modified and evaluated during the monitoring and evaluation period, and will definitely be completely updated within the federally mandated five year approval cycle, future development including future buildings will only include the five year period from Plan completion).

Each individual HMPC member, or non-member participant, was provided with information on the STAPLEE method and asked to prioritize the list of mitigation actions according to the criteria, with special emphasis on what they would consider most beneficial to the community. Once this information was received from participating individuals, these individual prioritization rankings of mitigation actions were composited to represent the consensus of the HMPC.

Through this prioritization process, several projects emerged as being a greater priority than others. Some of the projects involved expending considerable amounts of funds to initiate the required actions. Most projects allowed the community to pursue completion of the project using potential grant funding. Still others required no significant financial commitment by the community. All proposed mitigation actions were evaluated to determine the degree to which the County would benefit in relation to the project costs. After a final review by the HMPC, the composited prioritization list of mitigation measures, as presented within this Plan, was determined.

This same method of prioritization was utilized for the prior update to this Plan. Additionally, it was reviewed by the HMPC during the current plan update process and approved for continued use due to its effectiveness. No changes were recommended.

Mitigation Actions

Each mitigation action is presented by jurisdiction, or in the case of joint actions by multiple jurisdictions, or by independent public bodies, or by private nonprofits, in priority order (objective), by best estimate of cost, if applicable, by potential funding source if other than operating budgets, by department or agency that will administer the action, and by timeframe. Timeframes do not begin until funding is obtained for any particular project unless otherwise indicated.

The City of Dahlonega has a relatively small population when compared to that of the County. Due to limited financial and human resources, much support with regard to public safety is provided by Lumpkin County, in coordination with the City of Dahlonega. This includes assistance with emergency management, fire protection, and law enforcement. The City does have some capability, but it is augmented by the County. Therefore, many mitigation actions included on behalf of the County in the Plan are likely to have an indirect benefit for the City of Dahlonega. Other mitigation actions are fully supported and actively engaged by multiple jurisdictions.

Many of the mitigation actions included within this Plan update are carried over from the previous 5-year planning period. Some of these action items were left unchanged while others were revised as needed. This is not uncommon in the more rural counties of North Georgia. It is not a result of failure to review existing mitigation actions carefully or to consider new ones. Rather, it is primarily the result of the unavailability of funding, whether that be general funds, private and private grants, or other sources. The HMPC selects mitigation actions during the planning process based upon perceived benefit, not based upon likelihood of funding opportunities. To do otherwise would result in a very short list of mitigation actions.

Each mitigation action listed in the Mitigation Actions Chart on the pages that follow is designed to mitigate one or more hazards discussed in this Plan. Those specific hazards are listed for each mitigation action at the end of each mitigation action description. The term "All" as used in the "Hazards Addressed" section below refers to all hazards discussed in this Plan. Each mitigation action listed may be supported by one or more jurisdictions. Mitigation actions that will be joint projects between all jurisdictions are listed under the "Jurisdictional Participants" section as "All." Each mitigation action that follows mitigates the effects of hazards on existing structures/infrastructure, future structures/infrastructure, or both, as indicated. In addition, the status of each mitigation action that follows is indicated by one of the following three terms:

PRELIMINARY – unfunded projects or projects in planning stages.
IN PROGRESS – funded projects that have begun but aren't completed.
ONGOING – continuous projects that are never truly completed; may be funded or unfunded at any given time but are expected to continue unless removed from Plan.
**Note: fully completed or deleted projects are not found below, but in Appendix D.*

Priority	Mitigation Action	Hazard(s) Addressed	Jurisdictional Participants	Likely Lead Dept, Jurisdiction or Agency	Project Status	Cost Estimate	Potential Funding Source(s) – not all inclusive	Project Completion from start	Goals and Objectives	Structures & Infrastructure Impacted
1	Public Awareness Campaign	All	A	Lumpkin County EMA	Ongoing	$6K/year	Public and private funding; general funds	5 years	2-1, 2-2, 3-2	Existing
2	Civic Ready System	All	A	Lumpkin County EMA	Ongoing	$15K/yr	Public and private funding; general funds	5 years	2-1, 3-1, 4-2, 4-3	Existing
3	Dam Breech Study – separate computer system/plotter	Dam Failure	A	Lumpkin County Planning Dept	In Progress	$27K	Public and private funding; general funds	5 years	1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 2-2, 4-1, 4-3	Existing and Future
4	Obtain Repeater Monitoring System	All	A	Lumpkin County EMA	Preliminary	$48K	SPLOST, Public and private funding; general funds	2 years	1-3, 3-1, 4-2, 4-3	Existing and Future
5	Explore Creation of an LEPC	All	A	Lumpkin County EMA	Preliminary	Staff time	Public and private funding; general funds	2 years	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
6	Complete Digital Radio System including repeaters, radios, control stations, antenna, and other components	All	L	Lumpkin County Board of Commissioners	Preliminary	$102,510	SPLOST, Public and private funding; general funds	2 years	1-3, 3-1, 4-2, 4-3	Existing and Future
7	Power line clearing	Winter Storms	A	Power companies	Ongoing	Power company staff time	Private funding by power companies	5 years	1-1, 1-2, 1-3, 1-4, 4-3	Existing
8	Salt barn	Winter Storms	D	City of Dahlonega Public Works	Preliminary	40K	Public and private funding; general funds	1 year	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
9	Generators for Critical Facilities (see Appendix D)	All	L	Lumpkin County EMA	Ongoing	$237,454	Public and private funding; general funds	5 years	1-1. 4-1	Existing and Future
10	Two generators for lift stations 200KW for pandemic reasons	Pandemic	D	City of Dahlonega Public Utilities	Preliminary	260K	Public and private funding; general funds	1 year	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
11	Generator for Waste Water Treatment Plant – 500 kW	ALL	D	City of Dahlonega Public Utilities	Preliminary	225K	Public and private funding; general funds	2 months	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
12	Generator for City Hall – 250 kW	ALL	D	City of Dahlonega Public Works	Preliminary	65K	Public and private funding; general funds	2 months	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
13	Generator for the New Shop – 250 kW	ALL	D	City of Dahlonega Public Works	Preliminary	65K	Public and private funding; general funds	2 months	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future

Priority	Mitigation Action	Hazard(s) Addressed	Jurisdictional Participants	Likely Lead Dept, Jurisdiction or Agency	Project Status	Cost Estimate	Potential Funding Source(s) – not all inclusive	Project Completion from start	Goals and Objectives	Structures & Infrastructure Impacted
14	Generator for the Current Shop – 250 kW	ALL	D	City of Dahlonega Public Works	Preliminary	65K	Public and private funding; general funds	2 months	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
15	Community Wildfire Protection Plan (CWPP)	Wildfire	A	Lumpkin County Fire Dept	Ongoing	$6K/year	GFC, Public and private funding; general funds	5 years	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
16	Participate in the NFIP Community Rating System (CRS)	Flooding	A	Lumpkin County Planning Dept, City of Dahlonega	Ongoing	Staff time	Public and private funding; general funds	5 years	1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 2-1, 2-2, 3-1, 3-2, 4-1, 4-3	Existing and Future
17	Road Culvert and Ditch Improvements	Flooding	L	Lumpkin County Public Works	Ongoing	$162K for non-emergency maintenance (annually)	Public and private funding; general funds	5 years	1-1, 1-2, 1-3, 4-2	Existing and Future
18	Road Culvert and Ditch Improvements	Flooding	D	City of Dahlonega Public Works	Ongoing	$150K for non-emergency maintenance (annually)	Public and private funding; general funds	5 years	1-1, 1-2, 1-3, 4-2	Existing and Future
19	Storm Drain Upgrade Golden Avenue	Flooding	D	City of Dahlonega Public Works	Preliminary	500K	Public and private funding; general funds	6 months	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
20	Storm Drain Upgrade West Circle	Flooding	D	City of Dahlonega Public Works	Preliminary	450K	Public and private funding; general funds	6 months	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
21	Storm Drain Upgrade Martin Street	Flooding	D	City of Dahlonega Public Works	Preliminary	400K	Public and private funding; general funds	6 months	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
22	Storm Drain Upgrade Martin Street at stream crossing with road redesign	Flooding	D	City of Dahlonega Public Works	Preliminary	220K	Public and private funding; general funds	6 months	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
23	Storm Drain Upgrade Stream Crossing Arcadia	Flooding	D	City of Dahlonega Public Works	Preliminary	240K	Public and private funding; general funds	6 months	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
24	Storm Drain Upgrade Johnson Street	Flooding	D	City of Dahlonega Public Works	Preliminary	470K	Public and private funding; general funds	6 months	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
25	Storm Drain System Upgrade Riley Road	Flooding	D	City of Dahlonega Public Works	Preliminary	160K	Public and private funding; general funds	6 months	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future

Priority	Mitigation Action	Hazard(s) Addressed	Jurisdictional Participants	Likely Lead Dept, Jurisdiction or Agency	Project Status	Cost Estimate	Potential Funding Source(s) – not all inclusive	Project Completion from start	Goals and Objectives	Structures & Infrastructure Impacted
26	Stockpile of PPE for biological outbreaks	Pandemic	A	Lumpkin County EMA	Ongoing	$120K per year	Public and private funding; general funds	5 years	1-1, 4-2, 4-3	Existing and Future
27	Bridge Maintenance	All	A	Lumpkin County Public Works	Ongoing	$60K-$1.6 million per bridge	Public and private funding; general funds	5 years	1-1, 1-2, 1-3, 4-2	Existing and Future
28	Pipes & Asphalt	Washed out roads	D	City of Dahlonega Public Works	Preliminary	360K	Public and private funding; general funds	Under 1 month	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
29	Public Warning System	Tornado, Severe Thunderstorm	A	Lumpkin County EMA, City of Dahlonega	Ongoing	$420K/year	Public and private funding; general funds	5 years	1-3, 3-1, 4-2, 4-3	Existing and Future
30	New EOC	All	A	Lumpkin County EMA	Preliminary	$4.8 million	Public and private funding; general funds	3 years	3-1, 4-2, 4-3	Existing and Future
31	New 911 Facility including equipment	All	A	Lumpkin County 911	Preliminary	$6.6 million	Public and private funding; general funds	3 years	3-1, 4-2, 4-3	Existing and Future
32	Emergency Services Vehicles/Equipment Replacement Program	All	L	Lumpkin County Emergency Services	Ongoing	$1.2 million per year	Public and private funding; general funds	5 years	1-1, 4-2, 4-3	Existing and Future
33	Establishment of health screening stations at government locations	Pandemic	L	Lumpkin County EMA	Preliminary	$120K initial investment	Public and private funding; general funds	2 years	2-1, 3-1, 4-2, 4-3	Existing
34	Interconnection to other water systems	All	A	Lumpkin County Water & Sewerage Dept, City of Dahlonega Public Utilities	Ongoing	$12 million +	Public and private funding; general funds	5 years	1-1, 1-3, 1-4, 1-5, 4-3	Existing and Future
35	Two bypass pumps for 5 lift stations	All	D	City of Dahlonega Public Utilities	Preliminary	500K	Public and private funding; general funds	1 year	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
36	USAR Stabilization Kits including multi-hazard accessory kits (4)	All	L	Lumpkin County EMA	Preliminary	$9K x 4 ($36K total)	Public and private funding; general funds	1 year	1-1, 4-2, 4.3	Existing and Future
37	Portable generator for Lumpkin Water Authority	All	L	Lumpkin County Water & Sewerage Dept	Preliminary	$72K	Public and private funding; general funds	1 year	1-1, 4-1	Existing and Future
38	Traffic/Public Safety Portable Message Boards	All	L	Lumpkin County EMA	Preliminary	$48K ($24K each x 2)	Public and private funding; general funds	1 year	1-3, 3-1, 4-2, 4-3	Existing and Future

Priority	Mitigation Action	Hazard(s) Addressed	Jurisdictional Participants	Likely Lead Dept, Jurisdiction or Agency	Project Status	Cost Estimate	Potential Funding Source(s) – not all inclusive	Project Completion from start	Goals and Objectives	Structures & Infrastructure Impacted
39	Web-enabled video equipment and infrastructure necessary for virtual communications	Pandemic	L	Lumpkin County EMA	Preliminary	$600K minimum	Public and private funding; general funds	3 years	1-3, 3-1, 4-2, 4-3	Existing and Future
40	Tornado Shelter for City Employees at each facility	Hazardous weather	D	City of Dahlonega Public Works	Preliminary	200K	Public and private funding; general funds	2 years	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
41	Reservoir Dredging after large storm events	Hazardous weather	A	City of Dahlonega Public Works	Preliminary	1.5m per occurance - 51% City, 46% County	Public and private funding; general funds	2 months	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
42	Inclement Weather Vehicle - designed for ice and snow, flooding or other bad weather	ALL	A	City of Dahlonega Public Works	Preliminary	200K	Public and private funding; general funds	3 months	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing and Future
43	Installation of ready-built safety shelters at critical locations	ALL	D	City of Dahlonega Public Works	Preliminary	$20K avg per shelter installed	Public and private funding; general funds	12 months	1-1, 1-2, 1-3, 1-4, 1-6, 2-1, 3-1, 3-2, 4-1, 4-2, 4-3	Existing

Chapter 6

Executing the Plan

6.1 – Action Plan Implementation

The hazard mitigation planning process was overseen by the Lumpkin County Emergency Management Agency. Facilitation of the planning process was conducted by North Georgia Consulting Group, LLC. Once GEMA completes its initial review of this Plan, it will be presented to the Lumpkin County Board of Commissioners for consideration. Once adopted, the Lumpkin County EMA Director shall assume responsibility for the maintenance of the Plan. It shall be the responsibility of the EMA Director to ensure that this Plan is utilized as a guide for initiating the identified mitigation measures within the community. The EMA Director shall be authorized to convene a committee to review and update this Plan annually. The Plan will also have to be updated and resubmitted once every five years. Through this Plan updating process, the EMA Director shall identify projects that have been successfully undertaken in initiating mitigation measures within the community. These projects shall be noted within the planning document to indicate their completion. Additionally, the committee called together by the EMA Director shall help to identify any new mitigation projects that can be undertaken in the community.

Members of the HMPC prioritized the potential mitigation measures identified in this Plan. A list of mitigation goals, objectives and related action items was compiled from the inputs of the HMPC, as well as from others within the community. The subcommittee prioritized the potential mitigation measures based on what they considered most beneficial to the community. Several criteria were established to assist HMPC members in the prioritization of these suggested mitigation actions. Criteria included perceived cost benefit or cost effectiveness, availability of potential funding sources, overall feasibility, measurable milestones, multiple objectives, and both public and political support for the proposed actions. Through this prioritization process, several projects emerged as being a greater priority than others. Some of the projects involved expending considerable amounts of funds to initiate the required actions. Most projects allowed the community to pursue completion of the project using potential grant funding. Still others required no significant financial commitment by the community. All proposed mitigation actions were evaluated to determine the degree to which the County will benefit in relation to the project costs. After review by the HMPC, the prioritized list of mitigation measures, as presented within this Plan, was determined.

6.2 – Evaluation

As previously stated, the Lumpkin County EMA Director will be charged with ensuring that this plan is monitored and updated at least annually or more often if deemed necessary. The method of evaluation will consist of utilizing a checklist to determine what mitigation actions were undertaken, the completion date of these actions, the cost associated with each completed action, and whether actions were deemed to be successful. A committee, perhaps with much of the same membership as the existing HMPC, will convene in order to accomplish the annual plan evaluation. Additionally, the EMA Director is encouraged to maintain a schedule of regular meetings, either quarterly or semiannually to preserve continuity throughout the continuing process. These meetings will provide an opportunity to discuss the progress of the action items and maintain the partnerships that are essential for the sustainability of the HMP. The EMA Director will ensure the results of the evaluation(s) are reported to the Lumpkin County Board of Commissioners, as well as to any agencies or organizations having an interest in the hazard mitigation activities identified in the plan.

6.3 – Multi-Jurisdictional Strategy and Considerations

As set forth by Georgia House Bill 489, the Emergency Management Agency is the overall implementing agency for projects such as hazard mitigation. Lumpkin County will work in the best interests of the County as well as the City of Dahlonega. Both jurisdictions played an active role in the planning process. Participation from each jurisdiction was solicited and received by Lumpkin County EMA. As a result, a truly multi-jurisdictional plan was created for Lumpkin County and the City of Dahlonega, with ideas and viewpoints of all participants included.

6.4 – Plan Update and Maintenance

According to the requirements set forth in the Disaster Mitigation Act of 2000, Lumpkin County is required to update and revise the Hazard Mitigation Plan every five years. However, the Hazard Mitigation Planning Committee will meet on the plan approval anniversary date of every year, or within 30 days of said date as determined and scheduled by the EMA Director, to complete a review of the Hazard Mitigation Plan. At each such meeting, the HMPC will review the main facets of the HMP including the vulnerability assessment, critical facilities inventory, and mitigation goals, objectives, and actions. All revisions will be posted to the County website for public review and comment. Further revisions may take place based upon public comments received.

It is during this review process that the mitigation strategies and other information contained within the Hazard Mitigation Plan are considered for incorporation into other planning mechanisms as appropriate. Opportunities to integrate the requirements of this HMP into other local planning mechanisms will continue to be identified through future meetings of the HMPC on an annual basis.

The HMPC recognizes the need to integrate other plans, codes, regulations, procedures and programs into future Hazard Mitigation Plan (HMP) updates. This plan is multi-jurisdictional; therefore the mechanism for implementation of various mitigation plan items may vary by jurisdiction. This includes reviewing other local planning documents, processes or mechanisms for possible integration with the HMP.

To Be Reviewed in Future Update

Existing planning mechanisms	Method of use in Hazard Mitigation Plan
Comprehensive Plan (multi-jurisdictional)	Development trends
Local Emergency Operations Plan	Identifying hazards; Assessing vulnerabilities
Storm Water Management / Flood Damage Protection Ordinance	Mitigation strategies
Building and Zoning Codes and Ordinances	Development trends; Future growth
Mutual Aid Agreements	Assessing vulnerabilities
State Hazard Mitigation Plan	Risk assessment
Land Use Maps	Assessing vulnerabilities; Development trends; Future growth
Critical Facilities Maps	Locations
Community Wildfire Protection Plan	Mitigation strategies

It will be the responsibility of each participating jurisdiction to determine additional implementation procedures when appropriate.

During the planning process for new and updated local planning documents such as a comprehensive plan or Local Emergency Operations Plan, the EMA Director will provide a copy of the HMP to the appropriate parties. It will be recommended that all goals and strategies of new and updated local planning documents be consistent with, and support the goals of, the HMP and will not contribute to increased hazards in the affected jurisdiction(s).

Although it is recognized that there are many benefits to integrating components of this plan into other local planning mechanisms, and that components are actively integrated into other planning mechanisms when appropriate, the development and maintenance of this stand-alone HMP is deemed by the committee to be the most effective method to ensure implementation of local hazard mitigation actions at this time. Therefore, the review and incorporation efforts made in this update and the last, which consisted of a simple review of the documents listed in the chart above by various members of the HMPC, are considered successful by the HMPC and will likely be utilized in future updates.

The County's EMA is committed to incorporating hazard mitigation planning into its Local Emergency Operations Plan and other public emergency management activities. As the EMA Director becomes aware of updates to other County or City plans, codes, regulations, procedures and programs, the Director will continue to look for opportunities to include hazard mitigation into these mechanisms.

The Lumpkin County HMPC will reconvene not later than the fourth anniversary of the plan approval anniversary date, as determined and scheduled by the EMA Director, to begin planning for the formal Hazard Mitigation Plan revision process. The revision process will include a clear schedule and timeline, and identify any agencies or organizations participating in the plan revision. The committee will review the mitigation goals, objectives and actions to determine their relevance to changing situations within the different jurisdictions, as well as changes in State or Federal policy, and to ensure current and expected conditions are being addressed. The HMPC will also review the prior vulnerability assessments to determine if this information should be updated or modified, given any new available data.

Lumpkin County is dedicated to involving the public directly in reviews and updates of the HMP. During the plan revision process, the committee will conduct, at a minimum, two public hearings during the revision process. These public hearings will provide the public a forum for which they can express their concerns, opinions, or ideas about the Plan. Additionally, if persons from the community express interest in participation in the planning process, they will be provided the opportunity, via meetings, the County website, social media, and/or public forums, to suggest possible mitigation measures for the community. Documentation will be maintained to indicate all efforts at continued public involvement. All relevant information will be forwarded to GEMA and FEMA as a product of the proposed plan revision. Public involvement activities will continue throughout the 5-year planning cycle and will be evaluated for effectiveness by the HMPC next planning cycle.

The EMA Director will ensure the revised plan is presented to the governing body of each jurisdiction for formal adoption. In addition, all holders of the HMP will be notified of affected changes. The EMA Director shall submit a revised Hazard Mitigation Plan not later than the five-year anniversary of the most recently updated HMP to the Georgia Emergency Management Agency for review and subsequent submittal to the Federal Emergency Management Agency for ultimate approval.

Once approved by FEMA, copies of the Lumpkin County Hazard Mitigation Plan will be provided by the EMA Director to the appropriate governmental jurisdictions, agencies, and/or departments for review and possible inclusion into plans and programs. The HMP will be distributed by the EMA Director to the appropriate officials to allow them to review the Plan and determine to what extent the Plan should be integrated into, or referenced by, other plans and programs. Limitations may be placed on certain sensitive information by the EMA Director.

Chapter 7
Conclusion

7.1 – Summary

Lumpkin County has gained a great deal of knowledge relating to the County's disaster history and future potential for disaster as a result of the hazard mitigation planning process. This includes an extensive hazard history of recorded hazard events from the past fifty years, a detailed critical facilities database with valuable information on some of most critical county and city structures, as well as some valuable ideas from the community abroad concerning measures that should be considered for future hazard mitigation. Community involvement has been at the heart of this effort. Not only did the planning process include the creation of a Hazard Mitigation Planning Committee with representatives from all walks of life, but two public hearings were conducted to provide all Lumpkin County citizens with the opportunity to comment on, and offer suggestions concerning potential hazard mitigation measures within the community. Lumpkin County and the City of Dahlonega all worked in concert to ensure a broad range of citizens were represented. Elected officials, local government employees, public safety officials, Red Cross representatives, GA Forestry representatives, businesspersons, media, and other volunteers and interested parties provided important varying viewpoints to create a workable Plan. GEMA and NGCG provided valuable assistance as well. These efforts have all had the effect of better protecting our Community from the threats of nature and technology. While it would be naïve to believe this Plan provides complete protection to Lumpkin County and its residents, it is the hope of all parties involved in this planning process that the recommended mitigation measures contained within the Plan will provide some level of increased preparedness as well as spur further discussion and planning related to the important subject of Hazard Mitigation.

7.2 – References

Publications/Documents:
The Disaster Mitigation Act of 2000
Robert T. Stafford Disaster Relief and Emergency Assistance Act
FEMA Pre-Disaster Mitigation *How-to Guides #1, 2, 3, 7*
GEMA Supplements to FEMA Pre-Disaster Mitigation How-to Guides
Earthquake Information Bulletin, Volume 3, Number 6, November-December 1971
Lumpkin County Hazard Mitigation Plan

Web Sites:
www.fema.gov (FEMA)
www.usfa.fema.gov (USFA)
www.fs.fed.us (USFS Fire Danger Class)
www.cpc.ncep-noaa.gov (Drought Severity Index)
www.ncdc.noaa.gov (National Climatic Data Center)
http://eqint.cr.usgs.gov (USGS Earthquake Probability Maps)
www.tornadoproject.com (Tornado Project Online)
www.disastercenter.com (The Disaster Center)
www.gema.state.ga.us (GEMA)
www.gfc.state.ga.us (GFC)
www.georgiadrought.org (Drought in Georgia)
www.weather.com (The Weather Channel)
www.accuweather.com (AccuWeather)

Other Sources:
American Red Cross
American Society of Civil Engineers
Lumpkin County
City of Dahlonega
Federal Emergency Management Agency
Georgia Department of Natural Resources
Georgia Emergency Management Agency
Georgia Forestry Commission
Georgia Safe Dams Program
National Climatic Data Center
National Oceanic & Atmospheric Administration
National Weather Service
New Georgia Encyclopedia (www.georgiaencyclopedia.org)
U.S. Army Corps of Engineers
U.S. Census Bureau
U.S. Fire Administration
U.S. Forest Service
U.S. Geological Survey
U.S. Forest Service
U.S. Geological Survey

Appendices

Appendix A – Critical Facilities Database

Appendix B – Hazard History Database

Appendix C – Hazard Frequency Table

Appendix D – Worksheet 3a Forms

Appendix E – Hazard Risk Analysis (UGA)

Appendix F – GMIS Reports

Appendix G – Other Planning Documents

Appendix H - Glossary

Lumpkin County Emergency Services
57 A Pinetree Way
Dahlonega Ga. 30533
Business (706) 864-3030 Fax (706) 867-9099 EMA (706) 864-9180

Staff Analysis

8-11-26

Agenda Item: Hazard Mitigation Plan Update Adoption

Item Description: This is a Federal required plan that enables Lumpkin County and the City of Dahlonega to seek mitigation grant funding after a disaster, when funding is available.

Facts and Historical Information:

In 2000, the United States Congress adopted the Disaster Mitigation Act of 2000, allowing Federal funding to be allocated to Hazard Mitigation plans and projects before the disaster happens. State and local governments are now required by Congress, through the Federal Emergency Management Agency (FEMA), to develop compliant plans to be eligible for Federal Hazard Mitigation project funding.

Georgia's unique geographic location exposes the state and its Citizens to severe weather at any time of the year. It is one of the few places that weather conditions may include snow, ice, lightning, and a tornado from the same storm event. The state of Georgia has averaged a federal disaster declaration about once a year for the last several years. How can we protect and prepare ourselves for the next natural disaster to strike Georgia? The answer is, mitigation planning and Federal funding.

Potential Courses Of Action:

1. Adopt and sign the new Hazard Mitigation plan update by resolution, for Lumpkin County and the City of Dahlonega, so we can continue to give the Citizens the best possible preparedness and protection.

2. Reject the Plan and take away the opportunity for Federal mitigation funding in the case of a disaster that may happen in Lumpkin County and the City of Dahlonega. Which in turn, could put the entire cost of a disaster on the County, City and the Tax payers?

Budget Impact: There is no current budget impact to the County or City.

Staff Recommendation: Course of action 1. Adopting the Hazard Mitigation plan update by resolution.

Ordinances and Resolutions

DATE: 9/8/2026
TITLE: Ordinance 2026-05 Relating to Dangerous and Derelict Property
PRESENTED BY: Doug Parks, City Attorney
PRIORITY Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

Ordinance 2026-05 Relating to Dangerous and Derelict Property

HISTORY/PAST ACTION

This ordinance provides a more contemporary set of regulations to assist the code enforcement staff. It should be noted that this is a very technical and time consuming process. I have included an outline/flow chart of the basic elements of the process to acquaint the counsel with what is involved to do this correctly. I suggest that your focus be more on the this than on the actual ordinance in order to get a true picture of how this is done.

FINANCIAL IMPACT

None.

RECOMMENDATION

Approval.

SUGGESTED MOTIONS

Motion to approve.

ATTACHMENTS

Outline/Flow chart of the Process; Ordinance 2026-05

OUTLINE/FLOW CHART OF PROCESS

I. Nuisance case can be initiated by the code enforcement officer under his own initiative, or by request of a city official, or by request of at least two unrelated citizens.

II. Code enforcement conducts the initial investigation to determine the existence of a nuisance.
   a) Officer has the authority to enter the property/premises, but must make an effort to do so in a way that is not overly inconvenient for the property owner
   b) Officer should take pictures of the property with date and time stamps, that clearly show issues with the property that have led to the investigation
   c) Officer should take detailed notes of his observations as well as any interaction with the property owner.
   d) Officer should take pictures and notes during any subsequent inspection of the property

III. What constitutes a nuisance
   a) Any defects that increase the likelihood of fire, accidents, or other injuries; lack of adequate ventilation, light, or sanitary facilities, dilapidation/disrepair; structural defects; and uncleanliness.
   b) Vacant buildings being used in connection with drugs or other crimes.

IV. If it is determined by code enforcement that the property constitutes a nuisance
   a) Officer can issue a warning to give the owner an opportunity to repair the defects or an immediate citation.
      1) It is the officer's discretion when deciding whether to issue a warning or citation. Severity of the problem and number/frequency of complaints from citizens should be considered.
      2) If a warning is issued officer should speak with a supervisor to determine amount of time to be allowed to resolve the issue – also whether multiple warnings will be given.
      3) Best practice is to allow the property owner adequate time to resolve the issue. Usually 30 – 60 days
      4) Officer should make follow up inspections to ensure property owner is performing the work
         A) Pictures and detailed notes should be taken showing any progress or lack thereof
         B) Frequency of follow up inspections is in officer's discretion, but should be at least once every month until problem is resolved.
      5) If it is determined that the property owner is not going to perform the required work, the officer should issue a citation.
         A) Citation should specify the violation by ordinance number and description, and advise that a hearing date in Municipal Court will be set.

All known addresses for property owner and any interested parties should be gathered
Title Search ordered

COMPLAINT, SERVICE, LIS PENDENS

I. If property owner refuses to comply, or does not appear in court to answer the citation, and abatement action becomes necessary, an in rem complaint must be filed with the clerk of municipal court, property owner and other interested parties must be served a copy of the complaint, and a lis pendens must be filed with the Superior Court.

Begin the process of determining how much it will cost to repair the property along with an appraisal of the property.

II. **Complaint:**

a) Complaint is *in rem*, meaning the action is against the property and not the person. This is an important distinction if becomes necessary to file a lien to recover cost of repair or demolition.

b) The complaint must contain, at a minimum, the following: 1) physical address of the property; 2) parcel tax i.d. number; 3) name and address of all known interested parties (owner, creditors, tax commissioner, etc.); 4) legal description of the property; 5) description of the basis for the action; 6) description of the action requested of court to abate the nuisance; 7) summons; and 8) certificate of service.

- Request that hearing be held no sooner than 15 days and no later than 45 days from filing of complaint

III. **Service:**

a) The property owner(s) and any interested parties must receive notice of the complaint, lis pendens, and summons.

b) Notice [complaint packet] must be mailed to those owners and interested parties whose identities and addresses are reasonably ascertainable 15 – 45 days prior to the hearing.

- Complaint packet should be mailed certified return receipt or statutory overnight.
- For efficiency, the complaint packet should include a copy of the complaint, summons, and lis pendens.

c) Complaint packet must be mailed to the physical address of the property by first class mail.

d) If the property owner and/or interested parties are not reasonably able to be identified, run a notice of the hearing in the county newspaper once a week for two consecutive weeks prior to the hearing. A signed and notarized affidavit stating reasonable effort was made in locating the owner(s) and interested parties is highly recommended.

- Best practice is to run the notice in the paper in all cases.

e) Complaint packet must be posted on the property within three days of filing the complaint.
f) Return proof of service and certificates of service filed with the appropriate clerk of court.

IV. **Lis Pendens:**
a) Lis Pendens serves as notice that legal action has been taken concerning real property and should be filed with the clerk of Superior Court in the county where the property is located.
b) The lis pendens should contain the date the complaint was filed, what the city is asking for (code compliance, cost of repair/demolition, court costs, etc.), names of the parties, name of the court, and the legal description of the property (this can be on the face of the lis pendens or attached as an exhibit).

If property owner/interested party offers no response (answer) to the complaint, begin getting quotes for demolition and clean-up of the property

COURT HEARING

I. Hearings are typically held in Municipal Court with appeals to any municipal order being heard in Superior Court.

II. **Draft Orders (2):**
a) Order showing judge's ruling allowing property owner time to repair/demolish the property (consent order).
- Include language showing findings of fact, property owner, property address, proper jurisdiction, time allowed to repair/demolish, permits required, building inspector approval (if repair is feasible), next hearing date to show compliance/completion of required work.

b) Order showing judge's ruling allowing the city to abate the nuisance.
- This ruling usually occurs when the property owner refuses to comply with the previous order or the property owner or any interested party fails to answer the complaint or attend the hearing.
    - Judge can also hold the property owner in contempt for failure to comply
- Order should contain the same language as before substituting repair costs with demolition.
- An order to demolish MUST be certified by the clerk of court
- It is advisable to include language stating that the cost to repair the property exceeds the property value.
- Include language that upon demolition a lien will be placed against the property to recover the cost of demolition, grading, and any court/process costs.
    - Include cost of demolition if available.

III. Notify code enforcement officer and building inspector of hearing date

IV. Have code enforcement officer take time and date stamped pictures of the property the day before the hearing.

V. Take all documentation and pictures related to the property to the hearing as supporting evidence.

- Some courts require that code enforcement and/or building inspector appear as testifying witness. This is particularly true when demolition is involved.

POST HEARING

I. Mail signed order to property owner and any interested parties that attended the hearing.

- Give copy to code enforcement

II. **Order to repair:**

- Code enforcement to make periodic inspections to verify property owner is complying with court order.
    - Take pictures on each trip and document any progress, or lack thereof, being made.
- Schedule hearing to determine if more time is needed/offered
    - Judge/city discretion to allow more time if needed – usually based on whether owner is making a good faith effort to resolve the problem.
    - If property owner has satisfactorily resolved the problem the case is dismissed and **cancel lis pendens.**

III. **Order to demolish: MUST BE CERTIFIED BY CLERK OF COURT**

- Once demolition is completed, a demolition lien should be filed in Superior Court within 90 days of completion of work.
    - Serve property owner with copy of the lien.
- Within 365 days of filing the lien, file a petition to foreclose the lien in Superior Court.
    - Serve property owner with petition to foreclose. If property owner answers the petition, the Court will schedule a hearing.
- If property owner does not answer petition, the court will sign an order foreclosing the lien.
- After the signed order is filed, release the lis pendens from the property.
- The property now belongs to the city.

ORDINANCE NO. 2026-05

AN ORDINANCE RELATING TO DANGEROUS AND DERELICT PROPERTY; TO PROVIDE FOR DEFINITIONS; TO PROVIDE FOR PROCEDURES FOR A DECLARATION OF A PUBLIC NUISANCE; TO PROVIDE FOR A COMPLAINT AND APPEAL PROCESS; TO PROVIDE POWERS OF CITY OFFICERS; TO PROVIDE FOR SERVICE OF PROCESS; TO PROVIDE A LIMITATION OF LIABILITY; TO PROVIDE PROCEDURES; TO PROVIDE FOR ENFORCEMENT; TO PROVIDE FOR VIOLATIONS; TO PROVIDE PENALTIES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the City Council desires to promote the public health, safety, and general welfare of the residents of the City; and

WHEREAS, the City Council wishes to protect residents of the City from public nuisances and dangerous and derelict properties; and

WHEREAS, the City Council finds that public nuisances; dangerous and derelict properties are detrimental to the community; and

WHEREAS, the City Council further finds that there is a substantial need directly related to the public health, safety and welfare to address comprehensively these concerns through the adoption of these regulations.

NOW THEREFORE, be it ordained, and it is so ordained by the authority of the City Council of Dahlonega, that the Code of the City of Dahlonega, Georgia shall be amended, as detailed in the paragraphs set forth herein. This amendment is adopted with the express authority for Municode to renumber the ordinance sections based on their numbering system and to take other measures necessary for proper codification.

Subpart B Chapter 103 Article II, Division 3 of the Code of Ordinances of the City of Dahlonega is amended in its entirety to read as follows:

"DIVISION 3 – STRUCTURES DANGEROUS TO PUBLIC HEALTH

Sec. 103-56. Definitions.

(a) *Applicable codes* means any optional housing or abatement standard provided in O.C.G.A. title 8, chapter 2 as adopted by ordinance or operation of law, or other property-maintenance standards as adopted by ordinance or operation of law, or general nuisance law, relative to the safe use of real property; any fire or life safety code as provided for in O.C.G.A. title 25, chapter 2; and any building codes adopted

by local ordinance prior to October 1, 1991, or the minimum standard codes provided in O.C.G.A. title 8, chapter 2 after October 1, 1991, provided that such building or minimum standard codes for real-property improvements shall be deemed to mean those building or minimum standard codes in existence at the time such real property improvements were constructed unless otherwise provided by law.

(b) *Closing* means causing a dwelling, building, or structure to be vacated and secured against unauthorized entry.

(c) *Drug crime* means an act which is a violation of O.C.G.A. title 16, chapter 13, article 2, known as the "Georgia Controlled Substances Act".

(d) *Dwellings, buildings, or structures* means any building or structure or part thereof used and occupied for human habitation or commercial, industrial, or business uses, or intended to be so used, and includes any outhouses, improvements, and appurtenances belonging thereto or usually enjoyed therewith and also includes any building or structure of any design. As used in this article, the term "dwellings, buildings, or structures" shall not mean or include any farm, any building or structure located on a farm, or any agricultural facility or other building or structure used for the production, growing, raising, harvesting, storage, or processing of crops, livestock, poultry, or other farm products.

(e) *Graffiti* means any inscriptions, words, figures, paintings, or other defacements that are written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by means of any aerosol paint container, broad-tipped marker, gum label, paint stick, graffiti stick, etching equipment, brush, or other device capable of scarring or leaving a visible mark on any surface without prior authorization from the owner or occupant of the property.

(f) *Governing authority* means the City Council of the City of Dahlonega, Georgia.

(g) *Interested party* means:

(1) The "owner";

(2) Persons in possession of said property and premises;

(3) Those parties having an interest in the property as revealed by a certification of title to the property conducted in accordance with the title standards of the State Bar of Georgia;

(4) Those parties having filed a notice in accordance with O.C.G.A. § 48-3-9; and

(5) Any other party having an interest in the property whose identity and address are reasonably ascertainable from the records of the municipality or records maintained in the county courthouse or by the clerk of court; provided, however, interested party shall not include the holder of the benefit or burden of any easement or right-of-way whose interest is properly recorded which interest shall remain unaffected.

(h) *Municipality* means the City of Dahlonega, Georgia.

(i) *Owner* means the holder of the title in fee simple and every mortgagee of record.

(j) *Public authority* means any member of the governing authority, any director of a public housing authority, or any officer who is in charge of any department or branch of government (municipal, county or state) relating to health, fire, life safety, building regulations, or to other activities concerning dwellings, buildings, or structures, or use of private property within the City.

(k) *Public officer* means the city manager, who is authorized to exercise the powers prescribed by article, and any officer or employee of the City to whom he delegates such authority.

(l) *Repair* means altering or improving a dwelling, building, or structure so as to bring the structure into compliance with the applicable codes in the jurisdiction where the property is located and the cleaning or removal of debris, trash, and other materials present and accumulated which create a health or safety hazard in or about any dwelling, building, or structure.

(m) *Resident* means any person residing in the jurisdiction where the property is located on or after the date on which the alleged nuisance arose.

Sec. 103-57. Duty of owners of real property and structures thereon.

It is the duty of the owner of every dwelling, building, structure, or private property within the jurisdiction to construct and maintain such dwelling, building, structure, or property in conformance with applicable codes in force within the City or such laws and ordinances which regulate and prohibit activities on private property and which declare it to be a public nuisance to construct or maintain any dwelling, building, structure, or use private property in violation of such codes, laws or ordinances.

Sec. 103-58. Declaration of public nuisance.

Every dwelling, building, or structure within the City which (i) is constructed or maintained in violation of applicable codes in force within the City; (ii) is unfit for human habitation or commercial, industrial, or business use or occupancy due to inadequate provisions for ventilation, light, air, sanitation, or open spaces; (iii) poses an imminent harm to life or other property due to fire, flood, hurricane, tornado, earthquake, storm or other natural

catastrophe; (iv) is vacant and used in the commission of drug crimes; (v) is occupied and used repeatedly for the commission of illegal activities, including facilitating organized crime or criminal enterprises, after written notice to the owner of such activities conducted therein; (vi) is abandoned; or (vii) otherwise constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, is hereby declared a public nuisance. Every private property within the City on which is being regularly conducted any activity or land use in violation of applicable laws and ordinances, including the zoning ordinance of this City, is hereby declared to be a public nuisance. Property which may be deemed esthetically substandard or deteriorating shall not meet the definition of a public nuisance unless the overall condition or use of the property results in impaired health, safety, transmission of disease, infant mortality, or crime.

Sec. 103-59. Powers of city manager or his/her designee.

(a) In carrying out the duties pursuant to this article, the city manager or his/her designee to whom his/her authority is assigned shall, in addition to those powers otherwise conferred upon or delegated to the city manager by the Charter and other ordinances of the City, be empowered to:

(1) Investigate and inspect the condition of dwellings, buildings, structures, and private property within the City to determine those structures and property uses in violation of this article. Entries onto private property shall be made in a manner so as to cause the least possible inconvenience; provided, however, the public officer shall not enter into any occupied dwelling or structure without first having obtained the consent of the owner or a person in possession. In those cases where consent to entry is denied after reasonable request, the public officer may apply to the municipal court for an investigative search warrant upon showing probable cause that a violation exists.

(2) To retain experts including certified real estate appraisers, qualified building contractors, and qualified building inspectors, engineers, surveyors, accountants, and attorneys.

(3) To appoint and fix the duties of such officers and employees of the City as he/she deems necessary to carry out the purposes of this article; and

(4) To delegate any of the functions and powers under this article to such officers, employees and agents as he/she may designate.

(b) In addition to the procedures set forth in this article, the city manager or his/her designee(s) may issue citations for violations of state minimum standard codes, optional building, fire, life safety and other codes adopted by ordinance, and conditions declared to constitute a public health or safety hazard or general nuisance, and to seek enforcement of such citations before the municipal court prior to issuing a complaint in rem as provided in this article. Nothing in this article shall

be construed to impair or limit in any way the power of the City to define and declare nuisances and to cause their removal or abatement by other summary proceedings.

Sec. 103-60. Complaint in rem in municipal court; procedure; lien; appeal.

(a) Whenever a request for investigation is filed with the public officer by a public authority or by at least five residents of the municipality charging that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer may make an investigation or inspection of the specific dwelling, building, structure, or property and make a written report of his/her findings. Such officer shall be guided in the investigation by documenting conditions, which include but are not limited to:

(1) Defects therein increasing the hazards of fire, accidents, or other calamities;

(2) Lack of adequate ventilation, light, or sanitary facilities;

(3) Dilapidation;

(4) Disrepair by failure to conform to applicable codes and ordinances;

(5) Structural defects which render the structure unsafe for human habitation or occupancy;

(6) Uncleanliness; or

(7) The presence of graffiti which is visible from adjoining public or private property.

(b) If the public officer's investigation or inspection identifies that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer shall file a complaint in rem in the municipal court of the City against the lot, tract, or parcel of real property on which such dwelling, building, or structure is situated or where such public health hazard or general nuisance exists and shall cause summons and a copy of the complaint to be served on the interested parties in such dwelling, building, or structure. The complaint shall identify the subject real property by appropriate street address and official tax map reference; identify the interested parties; state with particularity the factual basis for the action; and contain a statement of the action sought by the public officer to

abate the alleged nuisance. The summons shall notify the interested parties that a hearing will be held before the municipal court at a date and time certain and at a place within the county or municipality where the property is located. Such hearing shall be held not less than 15 days nor more than 45 days after the filing of said complaint in the proper court. The interested parties shall have the right to file an answer to the complaint and to appear in person or by attorney and offer testimony at the time and place fixed for hearing.

(c) If, after such notice and hearing, the court determines that the dwelling, building, or structure in question is unfit for human habitation or is unfit for its current commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the court shall state, in writing, findings of fact in support of such determination and shall issue and cause to be served upon the interested parties that have answered the complaint or appeared at the hearing an order:

(1) If the repair, alteration, or improvement of the said dwelling, building, or structure can be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to repair, alter, or improve such dwelling, building, or structure so as to bring it into full compliance with the applicable codes relevant to the cited violation; and, if applicable, to secure by closing the structure so that it cannot be used in connection with the commission of drug crimes; or

(2) If the repair, alteration, or improvement of the said dwelling, building, or structure in order to bring it into full compliance with applicable codes relevant to the cited violations cannot be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to demolish and remove such dwelling, building, or structure and all debris from the property.

For purposes of this section, the court shall make its determination of reasonable cost in relation to the present value of the dwelling, building, or structure without consideration of the value of the land on which the structure is situated; provided, however, that costs of the preparation necessary to repair, alter, or improve a structure may be considered; and, provided further, that if the unsatisfactory condition is limited solely to the presence of graffiti, the dwelling, building or structure shall not be ordered demolished or closed, but its owner may be ordered to repair the same by cleaning or removal of the graffiti. Income and financial status of the owner shall not be a factor in the court's determination. The present value of the structure and the costs of repair, alteration, or improvement may be established by affidavits of real estate appraisers with a Georgia appraiser classification as provided in O.C.G.A. title 43, chapter 39A, qualified building contractors, or

qualified building inspectors without actual testimony presented. Costs of repair, alteration, or improvement of the structure shall be the cost necessary to bring the structure into compliance with the applicable codes relevant to the cited violations.

(d) If the owner fails to comply with an order to repair or demolish the dwelling, building, or structure, the public officer shall cause such dwelling, building, or structure to be repaired, altered, or improved, or to be vacated and closed, or demolished within 270 days of the expiration of time specified in the order for abatement by the owner. Any time during which such action is prohibited by a court order issued pursuant to subsection (c) of this section or any equitable relief granted by a court of competent jurisdiction shall not be counted toward the 270 days in which such abatement action shall commence. The public officer shall cause to be posted on the main entrance of the building, dwelling, or structure a placard with the following words:

> "This building is unfit for human habitation or commercial, industrial, or business use and does not comply with the applicable codes or has been ordered secured to prevent its use in connection with drug crimes or constitutes an endangerment to public health or safety as a result of unsanitary or unsafe conditions. The use or occupation of this building is prohibited and unlawful."

(e) If the public officer has the structure demolished, reasonable effort shall be made to salvage reusable materials for credit against the cost of demolition. The proceeds of any money received from the sale of salvaged materials shall be used or applied against the cost of the demolition and removal of the structure, and proper records shall be kept showing application of sales proceeds. Any such sale of salvaged materials may be made without the necessity of public advertisement and bid. The public officer and governing authority are relieved of any and all liability resulting from or occasioned by the sale of any such salvaged materials, including, without limitation, defects in such salvaged materials.

(f) The amount of the cost of demolition, including all court costs, appraisal fees, administrative costs incurred by the tax commissioner, and all other costs necessarily associated with the abatement action, including restoration to grade of the real property after demolition, shall be a lien against the real property upon which such cost was incurred.

(g) The lien provided for in subsection (e) shall attach to the real property upon the filing of a certified copy of the order requiring repair, closure, or demolition in the office of the clerk of superior court in Lumpkin County and shall relate back to the date of the filing of the lis pendens notice required under subsection (a). The clerk of superior court shall record and index such certified copy of the order in the deed records of the county and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property, except liens for taxes to which the lien shall be inferior, and shall continue in force until paid. After filing a

certified copy of the order with the clerk of superior court, the public officer shall, within 90 days of the completion of repairs, demolition or closure, forward a copy of the order and a final statement of costs to the county tax commissioner.

(h) It shall be the duty of the county tax commissioner to collect the amount of the lien in conjunction with the collection of ad valorem taxes on the property and to collect the amount of the lien as if it were a real property ad valorem tax, using all methods available for collecting real property ad valorem taxes, including specifically O.C.G.A. § 48-4-75; provided, however, that the limitation of O.C.G.A § 48-4-78 which requires 12 months of delinquency before commencing a tax foreclosure shall not apply; provided, further, that redemption of property from the lien may be made in accordance with the provisions of O.C.G.A. §§ 48-4-80 and 48-4-81. The tax commissioner may initiate enforcement of liens imposed under this section at any time following receipt of the final determination of costs from the public officer. The unpaid lien amount shall bear interest and penalties from and after the date of final determination of costs in the same amount as applicable to interest and penalties on unpaid real property ad valorem taxes.

(i) The tax commissioner shall remit the amount collected to the governing authority of the municipality whose ordinance is being enforced. The tax commissioner may retain an amount equal to the cost of administering collection of the lien. Any such amount collected and retained for administration shall be deposited in the general fund of the county to pay the cost of administering the lien.

(j) The governing authority may waive and release any such lien imposed on property upon the owner of such property entering into a contract with the municipality agreeing to a timetable for rehabilitation of the real property or the dwelling, building, or structure on the property and demonstrating the financial means to accomplish such rehabilitation.

(k) Review of a court order requiring the repair, alteration, improvement, or demolition of a dwelling, building, or structure shall be by direct appeal to the superior court under the Superior and State Court Appellate Practice Act, O.C.G.A. § 5-3-1 *et seq*.

Sec. 103-61. Service of complaints or orders upon owners and parties in interest.

(a) Summons and copies of the complaint shall be served in the following manner:

(1) In all cases, a copy of the complaint and summons shall be conspicuously posted on the subject dwelling, building, structure, or property within three business days of filing of the complaint and at least 14 days prior to the date of the hearing.

(2) At least 14 days prior to the date of the hearing, the public officer shall mail copies of the complaint and summons by certified mail or statutory overnight delivery, return receipt requested, to all interested parties whose

identities and addresses are readily ascertainable. Copies of the complaint and summons shall also be mailed by first-class mail to the property address to the attention of the occupants, if any;

(3) For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which the sheriff's advertisements appear in such county once a week for two consecutive weeks prior to the hearing; and

(4) A notice of lis pendens shall be filed in the office of the clerk of superior court in which the dwelling, building, structure, or property is located at the time of filing the complaint in municipal court.

(b) The public officer shall cause an affidavit of service to be filed of record in the municipal court prior to the hearing showing compliance with the service requirements of this section. Such affidavit shall constitute a prima facie showing of minimum procedural due process and shall constitute sufficient proof that service was perfected.

(c) Orders and other filings made subsequent to service of the initial complaint shall be served in the manner provided in this section on every interested party who answers the complaint or appears at the hearing. Any interested party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

Sec. 103-62. Limitation of liability for code enforcement; no special duty created.

It is the intent of this article to protect the public health, life safety and general welfare of properties and occupiers of buildings and structures within the City in general, but not to create any special duty or relationship with any individual person or to any specified property within or without the boundaries of the City. Approval of a permit and inspection of a property shall in no manner guarantee or warrant to the owner or occupants thereof that said property has been constructed, maintained, or operated in conformance with applicable codes, laws and regulations. The City reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages upon the City, its officers, employees and agents arising out of any alleged failure or breach of duty or relationship as may now exist or hereafter be created. To the extent any federal or state law, regulation, or ordinance requires compliance as a condition precedent to the issuance of a permit, plan or design approval, inspection or other activity by the City, its officers, employees and agents, issuance of such permit, approval, or inspection shall not be deemed to constitute a waiver or estoppel of the condition precedent, and it shall remain the obligation and responsibility of the owner, his design professional(s), and contractor(s) to satisfy such legal requirements.

Sec. 103-63. General cleanliness of premises.

The owner and occupant of property within the City shall each be independently responsible for keeping the premises, including all buildings thereon and the full yard thereof, clean and free from all garbage, refuse, filth, dirt, ashes, trash, rubbish and other offensive materials.

Sec. 103-64. Disorderly house.

(a) Any person who keeps and maintains, either by himself, herself, or others, a common, ill-governed and disorderly house, to the encouragement of gaming, drinking, illicit drug activity, or other misbehavior, to the common disturbance of the neighborhood or orderly citizens, shall be guilty of an offense against the City; provided, however, before any person is charged under this subsection, written notice shall be given the owner of the property and the person in possession thereof by the chief of police stating the general, customary and common habits of the house, giving fair notice of this subsection and the conduct proscribed thereby.

(b) Any person who shall allow any boisterous, noisy, drunken or riotous persons to assemble or remain in their house, apartment or upon their property, after receiving oral notice from a police officer that boisterous, noisy, drunken or carousing activities have caused complaint and annoyance to the common disturbance of the neighborhood or orderly citizens, shall be guilty of the offense of disorderly house; provided, however, no person shall be charged under this subsection unless the owner or person in possession of the premises has been afforded an opportunity to disburse the assembly or offending person from the premises. This subsection shall not preclude a police officer from arresting any individual for criminal trespass where such individual knowingly and without authority remains on private property after being notified by the owner or lawful occupant to depart.

Sec. 103-65. Violations; enforcement penalties.

Any person who willfully refuses to comply with the provisions of this article shall be cited to appear before the municipal court and, upon conviction, shall be fined not less than $100.00; each day of continued violation, after citation, shall constitute a separate offense. In addition to the foregoing fines, upon conviction, the director shall discontinue the public water supply service at any premises upon which there is found to be a cross-connection, auxiliary intake, by-pass, or inter-connection, and service shall not be restored until such cross-connection, auxiliary, by-pass, or inter-connection has been discontinued.

SECTION TWO

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION THREE

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

SECTION FOUR

This ordinance shall become effective immediately upon its adoption by the City Council.

Except as modified herein, The Code of the City of Dahlonega, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter. The City Attorney is directed and authorized to direct the codifier to make necessary minor, non-substantive corrections to the provisions of this Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, this Code, or other codes or similar legal or technical sources, and other similar amendments, without necessity of passage of a corrective ordinance or other action of the Mayor and Council. The City Clerk shall, upon the written advice or recommendation of the city attorney and without the necessity of further council action, alter, amend or supplement any non-codified ordinance, resolution or other record filed in his or her office as necessary to effect similar non-substantive changes or revisions and ensure that such public records are correct, complete and accurate.

BE IT ORDAINED by the City Council of Dahlonega, and it is ordained by authority of the same, that if any portion of this Ordinance is for any reason found to be invalid or unconstitutional by the final decision of any tribunal of competent jurisdiction, it is the intention of the City Council of Dahlonega that the remainder of this Ordinance shall be in full force and effect.

So ordained and effective this ____ day of _____ 2026.

SO ORDAINED, this ____ day of _____, 2026

ATTEST:

_____ _____

Sam Norton, Mayor Rhonda Hansard, City Clerk

Ordinances and Resolutions

DATE: 9/8/2026
TITLE: Ordinance 2026-06
PRESENTED BY: Doug Parks, City Attorney
PRIORITY Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

Ordinance 2026-06 amendment to Chapter 103 Buildings and Building Regulations for adoption of the new mandatory minimum codes.

HISTORY/PAST ACTION

None.

FINANCIAL IMPACT

None.

RECOMMENDATION

Approval.

SUGGESTED MOTIONS

Motion to approve.

ATTACHMENTS

Ordinance 2026-06.

ORDINANCE 2026-06

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAHLONEGA BY ADOPTION OF AN AMENDMENT TO CHAPTER 103 BUILDINGS AND BUILDING REGULATIONS

WHEREAS, the City Council desires to promote the public health, safety and general welfare of the residents of the city; and

WHEREAS, the City Council further finds that Georgia has adopted several amendments to National and International Codes; and

NOW THEREFORE, be it ordained, and it is so ordained by the authority of the City Council of Dahlonega, that the Code of the City of Dahlonega, Georgia shall be amended, set forth herein. This amendment is adopted with the express authority for Municode to renumber the ordinance sections based on their numbering system and to take other measures necessary for proper codification.

Section 103-19 shall be amended to read as follows:

"Section 103-19. State standards adopted.

(a) The mayor and city council hereby adopt the following state minimum standard codes, as adopted and amended by the state department of community affairs:

(1) International Building Code, 2024 Edition, with Georgia Amendments.
(2) International Mechanical Code, 2024 Edition, with Georgia Amendments.
(3) International Fuel Gas Code, 2024 Edition, with Georgia Amendments.
(4) International Plumbing Code, 2024 Edition, with Georgia Amendments.
(5) National Electrical Code, 2023 Edition, with Georgia Amendments.
(6) International Fire Code, 2024 Edition.
(7) International Residential Code, 2024 Edition, with Georgia Amendments.
(8) International Energy Conservation Code, 2015 Edition, with Georgia Supplements and Amendments.
(9) International Swimming Pool and Spa Code, 2024 Edition, with Georgia Amendments.

(b) The following appendices of said codes, as adopted and amended by the state department of community affairs, are hereby adopted by reference as though they were copied herein fully:

(1) International Building Code: All appendices.
(2) International Mechanical Code: All appendices.
(3) International Fuel Gas Code: All appendices.
(4) International Plumbing Code: All appendices.
(5) National Electrical Code: All appendices.
(6) International Fire Code: All appendices.
(7) International Residential Code: All appendices.
(8) International Energy Conservation Code: All appendices.
(9) International Swimming Pool and Spa Code: All appendices.

(c) The following are adopted by reference as though they were copied herein fully:

(1) International Property Maintenance Code, 2018 Edition.
(2) International Existing Building Code, 2018 Edition."

Except as modified herein, The Code of the City of Dahlonega, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter. The City Attorney is directed and authorized to direct the codifier to make necessary minor, non-substantive corrections to the provisions of this Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, this Code, or other codes or similar legal or technical sources, and other similar amendments, without necessity of passage of a corrective ordinance or other action of the Mayor and Council. The City Clerk shall, upon the written advice or recommendation of the City Attorney and without the necessity of further council action, alter, amend or supplement any non-codified ordinance, resolution or other record filed in his or her office as necessary to effect similar non-substantive changes or revisions and ensure that such public records are correct, complete and accurate.

BE IT ORDAINED by the City Council of Dahlonega, and it is ordained by authority of the same, that if any portion of this Ordinance is for any reason found to be invalid or unconstitutional by the final decision of any tribunal of competent jurisdiction, it is the intention of the City Council of Dahlonega that the remainder of this Ordinance shall be in full force and effect.

So ordained and effective this ____ day of _____ 2026.

_____
Sam Norton, Mayor

_____
Attest: Rhonda Hansard, City Clerk

A RESOLUTION BY THE CITY OF DAHLONEGA CITY COUNCIL

BE IT RESOLVED by the City of Dahlonega City Council as follows:

At its Regular Meeting held on August 3, 2026, the City of Dahlonega City Council entered into Executive Session at 7:35 p.m. for the purpose of (please check as many as are applicable):

- ☐ Discussing with the City Attorney or other Legal Counsel pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the City or any officer or employee or in which the City or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);

- ☑ Discussion of personnel matters as provided by O.C.G.A. § 50-14-3(b)(2);

- ☐ Discussion of the future acquisition of real estate as provided by O.C.G.A. § 50-14-3(b)(1);

- ☐ Discussion regarding a portion of a record made exempt from public inspection or disclosure pursuant to Article 4 of Chapter 18 of this title and there were no other reasonable means by which the agency could consider the record without disclosing the exempt portions, as authorized by O.C.G.A. § 50-14-3(b)(4); and/or,

- ☐ Other reason (state specific statute authorizing Executive Session):

Present during the Executive Session were: Sam Norton - Mayor, Johnny Ariemma - Councilmember, Lance Bagley - Councilmember, Dan Brown - Councilmember, Tony Owens - Councilmember, Ryan Reagin - Councilmember, Ross Shirley - Mayor Pro Tempore, Allison Martin - City Manager, Doug Parks - City Attorney, and Rhonda Hansard - City Clerk.

The Executive Session was adjourned at 8:10 p.m.

In order to comply with O.C.G.A. § 50-14-1 (b)(1), the following member(s) shall issue the following (check only one):

- ☑ An Affidavit executed by the presiding member of the City of Dahlonega City Council who was present at this meeting shall be executed in order to comply with O.C.G.A. § 50-14-4(b) and the same shall be included and filed with the official Minutes of the meeting and shall be in a form required by the statute.

- ☐ In the event there is no presiding member or agency policies otherwise require, and Affidavit executed by each member of the City of Dahlonega City Council attending such meeting shall be executed and the same shall be included and filed with the official Minutes of the meeting and shall be in a form as required by the statute.

Duly adopted this 8th day of September, 2026.

CITY OF DAHLONEGA CITY COUNCIL

_____

Sam Norton, Mayor

Johnny Ariemma, Post 4 Councilmember

Lance Bagley, Post 6 Councilmember

Dan Brown, Post 5 Councilmember

Tony Owens, Post 1 Councilmember

Ryan Reagin, Post 3 Councilmember

Ross Shirley, Post 2 Mayor Pro Tempore

Attest:

Rhonda Hansard, City Clerk

State of Georgia }

County of Lumpkin }

EXECUTIVE SESSION MEETING AFFIDAVIT

I, Sam Norton, Mayor of the City of Dahlonega of Lumpkin County, Georgia, being duly sworn, state under oath that the following is true and accurate to the best of my knowledge and belief:

The City of Dahlonega City Council met in a duly advertised Meeting on August 3, 2026.

During such Meeting, the City of Dahlonega City Council voted to meet in Executive Session, which began at 7:35 p.m. The Executive Session was adjourned at 8:10 p.m.

The subject matter of the Executive Session portion of the Meeting was devoted to one of more of the following matter(s) within the expectations provided in the Georgia Open Meetings Act, to-wit:

(A) Consultation with the City Attorney or other Legal Counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the City or any officer or employee or in which the City or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);

(B) Discussion of the future acquisition of real estate as provided by O.C.G.A. § 50-14-3(b)(1);

(C) Discussion of personnel matters as provided by O.C.G.A. § 50-14-3(b)(2);

(D) Discussion regarding a portion of a record made exempt from public inspection or disclosure pursuant to Article 4 of Chapter 18 of this title and there were no other reasonable means by which the agency could consider the record without disclosing the exempt portions, as authorized by O.C.G.A. § 50-14-3(b)(4); and/or,

(E) Other reason (state specific statute authorizing Executive Session):

This 8th day of September, 2026.

_____
Sam Norton, Mayor

_____
Notary Public

My Notary Commission Expires: _____
[Notary Seal]

City Council Agenda Memo

DATE: 9/3/2026
TITLE: Koyo Lift Station Change Order No. One approval
PRESENTED BY: Allison Martin, City Manager
PRIORITY Strategic Priority - Infrastructure

AGENDA ITEM DESCRIPTION

Koyo Lift Station approve Change Order No. One

HISTORY/PAST ACTION

The council approved the original bid in December of 2023. As discussed at the work session, the City of Dahlonega's grant writing firm applied for a Congressionally Directed Spending Allocation in 2024 in the amount of $580,000 for a project to rehab the Koyo Lift Station. The project was accepted and submitted to Congress and the city was awarded $340,000 toward the project. This is a much-needed project and design and planning for this project began in 2023. The total cost of the project is $873,809.80. The amount not covered by CDS will be paid from the Water/Sewer Enterprise Fund. We have a project in the FY26 budget in the amount of $500,000 for Aracadia Street that will not be completed. Staff recommend using those funds to complete this project. The amount of the change order is $137,519.80 which is the cost of the Buy American provision in the CDS agreement.

FINANCIAL IMPACT

The CDS funds are supplemental funds which offset a portion of the project cost rather than expending reserve funds or raising rates to cover the cost of projects such as this one.

RECOMMENDATION

Staff recommend approval of the contract when received and presented to the council.

SUGGESTED MOTIONS

I make a motion to approve Change Order No. One with Sol Construction, LLC

ATTACHMENTS

December 4, 2023, minutes approving original bid & other related documents

ATLANTA
AUGUSTA
AIKEN
ST. SIMONS ISLAND

March 31, 2026

Ms. Allison Martin
City Manager
City of Dahlonega
465 Riley Road
Dahlonega, Georgia 30533

Re: City of Dahlonega
Koyo Lift Station Upgrade
Project No. 222575

Dear Ms. Martin:

We are enclosing one (1) copy of Change Order No. One on the City's contract with Sol Construction, LLC on subject project. If acceptable, please sign and date where indicated and return to our office by email.

If you have any questions, please call us.

Yours truly,

J. Lamar Rogers, P.E.

JLR:fh
Enclosures
cc: Mr. John Jarrard, Water Director
Ms. Jo Smith, GFAAC.org

CHANGE ORDER NO. ONE
MARCH 20, 2026

OWNER: **CITY OF DAHLONEGA, GEORGIA**

PROJECT: **KOYO LIFT STATION UPGRADE**

PROJECT NO. **222575**

CONTRACTOR: **SOL CONSTRUCTION, LLC**

The following is hereby added to the contract:

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1	LS	PIPING AND VALVES	$24,518.21	$24,518.21
2.	1	LS	XYLEM PUMPS	$104,141.16	$104,141.16
3.	1	LS	HATCH	$594.92	$594.92
4.	1	LS	INSERTION VALVE	$1,838.16	$1,838.16
5.	1	LS	LABOR COST INCREASE	$6,427.35	$6,427.35
6.			EPA SPECIAL CONDITIONS:	$0.00	$0.00
a.			Davis Bacon Act, as amended (40 U.S.C.3141-3148)	$0.00	$0.00
b.			Davis Bacon Wage Rates	$0.00	$0.00
c.			Anti-Lobbying 31 U.S.C.1352; 40 C.F.R. Part 34	$0.00	$0.00
d.			Debarment and Suspension 2 C.F.R. Part 180 & 2 C.F.R. Part 1532	$0.00	$0.00
e.			Disadvantaged Business Enterprises (DBE) 40 C.F.R. Part 33	$0.00	$0.00
f.			Telecommunications 2 C.F.R. Part 200.216; Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	$0.00	$0.00
g.			Clean Air Act and Federal Water Pollution Control Act 42 U.S.C. 7401-7671q; 33 U.S.C. 1251-1387	$0.00	$0.00
h.			Procurement of Recovered Materials 2 C.F.R. Part 200.323	$0.00	$0.00
7.			783 DAY TIME EXTENSION	$0.00	$0.00

TOTAL CHANGE IN CONTRACT AMOUNT:	**$137,519.80**
ORIGINAL CONTRACT AMOUNT:	**$736,290.00**
REVISED CONTRACT AMOUNT WITH CHANGE ORDER NO. ONE	**$873,809.80**
ORIGINAL SUBSTANTAL COMPLETION DATE:	**March 9, 2025**
ORIGINAL FINAL COMPLETION DATE:	**April 8, 2025**
CHANGE IN CONTRACT TIME:	**783 Days**
REVISED SUBSTANTIAL COMPLETION DATE:	**May 1, 2027**
REVISED FINAL COMPLETION DATE:	**May 31, 2027**

Reason for Change: Items 1-5: Additional materials cost and procurement time required to comply with domestic preference for procurements (2 CFR 200.322), BABA compliance.
Item 6: Add EPA Special Conditions to contract to comply with EPA funding requirements.
Item 7: Revise completion dates.

Requested by:

SOL CONSTRUCTION, LLC — Date: 3/25/26

Recommended by:

TURNIPSEED ENGINEERS — Date: 3/27/26

Accepted by:

CITY OF DAHLONEGA, GEORGIA — Date

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-contractors must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

"General Decision Number: GA20260064 01/02/2026

Superseded General Decision Number: GA20250064

State: Georgia

Construction Type: Heavy
Heavy Construction, Includes Water and Sewer Lines, and Heavy Construction on Treatment Plant Sites and Industrial Sites (Refineries, Power Plants, Chemical and Manufacturing Plants, Paper Mills, Etc.)

Counties: Chattooga, Elbert, Fannin, Franklin, Gilmer, Gordon, Greene, Hart, Jackson, Lumpkin, Polk, Stephens, Towns and White Counties in Georgia.

Modification Number	Publication Date
0	01/02/2026

SUGA2012-094 08/11/2012

The following rates were revised pursuant to 29 CFR 1.6(c)(1) on 12/13/2024

	Rates	Fringes
CARPENTER (Form Work Only)	$ 20.51	0.01
CEMENT MASON/CONCRETE FINISHER	$ 19.30	2.43
ELECTRICIAN	$ 28.40	0.52
LABORER: Common or General	$ 15.19	0.0
LABORER: Pipelayer	$ 16.08	0.0
OPERATOR: Backhoe/Excavator/Trackhoe	$ 24.89	0.0
OPERATOR: Grader/Blade	$ 25.82	1.81
OPERATOR: Loader	$ 21.77	0.0
TRUCK DRIVER: Dump Truck	$ 16.41	2.93

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for

those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests

for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
"

Anti-Lobbying 31 U.S.C. 1352; 40 C.F.R. Part 34

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Debarment and Suspension 2 C.F.R. Part 180 & 2 C.F.R. Part 1532

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm which has an interest in the contractor's firm is disbarred or suspended from bidding or working on a federally funded project. No part of this contract will be subcontracted to any person or firm who has been debarred or suspended from bidding or working on a federally funded project.

The contractor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The contractor is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The contractor acknowledges that failing to disclose the information required under 2 C.F.R. Part 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

When the contractor enters into a covered transaction with another person at the next lower tier, he or she must verify that the person with whom they intend to do business is not excluded or disqualified. Do this by:

a) Checking the Excluded Parties List System (EPLS); or
b) Collecting a certification from that person; or
c) Adding a clause or condition to the covered transaction with that person. The contractor may access the EPLS at https://sam.gov/content/home.

Disadvantaged Business Enterprises (DBE) 40 C.F.R. Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Telecommunications 2 C.F.R. Part 200.216; PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

1. Contractors and sub-contractors are prohibited from obligating or expending loan or grant funds to:

   a) Procure or obtain;

   b) Extend or renew a contract to procure or obtain; or

   c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

3. Telecommunications or video surveillance services provided by such entities or using such equipment.

4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

5. In implementing the prohibition under Public Law 115-232, Section 889, Subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

6. See Public Law 115-232, section 889 for additional information.

7. See also § 200.471.

Clean Air Act and Federal Water Pollution Control Act
42 U.S.C. 7401-7671q; 33 U.S.C. 1251-1387

Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Procurement of Recovered Materials
2 C.F.R Part 200.323

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ATLANTA
AUGUSTA
AIKEN
SWAINSBORO
ST. SIMONS ISLAND

June 25, 2026

Ms. Allison Martin
City Manager
City of Dahlonega
465 Riley Road
Dahlonega, Georgia 30533

Re: City of Dahlonega
Koyo Lift Station Upgrade
Project No. 222575

Dear Ms. Martin:

We are enclosing the Certificate of Liability Insurance provided by Sol Construction, LLC. for subject project. A copy of the certificate should be placed in the City's executed contract.

If you have any questions, please call us.

Yours truly,

J. Lamar Rogers, P.E.

JLR:fh
Enclosure

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy Suite 400 Atlanta GA 30339	**CONTACT NAME:** Thomas Collins **PHONE (A/C, No, Ext):** 678-424-6500 **FAX (A/C, No):** **E-MAIL ADDRESS:** tcollins@sspins.com
INSURED SOLCONS-01 Sol Construction, LLC 4120 Presidential Pkwy STE 115 Atlanta GA 30340	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Property Casualty Co of America 25674 **INSURER B :** The Phoenix Insurance Co 25623 **INSURER C :** Nautilus Insurance Company 17370 **INSURER D :** Travelers Casualty Insurance Co of America 19046 **INSURER E :** Admiral Insurance Company 24856 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 747823112 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			CO7T357834	9/1/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA7T35719A-25-26-G	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A E	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUP7T360076 UX000001995-01	9/1/2025 9/1/2025	9/1/2026 9/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB9T420061	9/1/2025	9/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Professional & Pollution Liabilit Leased/Rented Equipment Installation Coverage			CPP2044578-11 660-7T499418-TIL-25	9/1/2025 9/1/2025	9/1/2026 9/1/2026	Each Occurrence/Aggr. Per Item/Aggregate Limit	$5,000,000 $600,000 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: City of Dahlonega, Koyo Lift Station Upgrade, Project No. 222575

CERTIFICATE HOLDER

City of Dahlonega, Georgia, and engineer
Turnipseed Engineers
2255 Cumberland Parkway
Building 400
Atlanta GA 30339

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

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2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.

2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

4. For the purposes of Paragraph **1.** above:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

(1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

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Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

(2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY** of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

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includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.

7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.

2. Coverage **C** of this insurance applies to "crisis management service expenses" that:

a. Arise out of a "crisis management event" that first commences during the policy period;

b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and

c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.

3. A "crisis management event" will be deemed to:

a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:

a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:

(1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

(2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.

2. We have no duty to defend any insured against any "suit":

a. Seeking damages to which this insurance does not apply; or

b. If any other insurer has a duty to defend.

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3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.

4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.

5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:

a. All expenses we incur.

b. The cost of:

(1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or

(2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and

2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:

a. The limits of insurance afforded to such person or organization will be:

(1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

(2) The limits of insurance of this policy;

whichever is less; and

b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.

2. If you are:

a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

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b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

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maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;

2. Claims made or "suits" brought;

3. Number of vehicles involved;

4. Persons or organizations making claims or bringing "suits"; or

5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

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1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. **Asbestos**

   a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

   b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

   c. Any loss, cost or expense arising out of any:

   (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

   (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. **Employment-Related Practices**

   Damages because of injury to:

   a. A person arising out of any:

   (1) Refusal to employ that person;

   (2) Termination of that person's employment; or

   (3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is

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committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

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b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

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(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

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18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis

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management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
   a. How, when and where the "event" or "occurrence" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
   c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage **A**, the insured must:
   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
   b. Comply with the terms of the "underlying insurance"; and
   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under

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this policy or any policy of "underlying insurance".

4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

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d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

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1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.

2. We do not assume responsibility for:

a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or

2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;

2. Those statements are based upon representations you made to us; and

3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

POLICY NUMBER: UB-9T420061-25-26-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Build American, Buy America Act (BABA)

P. L. 117-58, STAT 429

The Contractor acknowledges to and for the benefit of the **City of Dahlonega, Georgia** ("Owner") and the **US Environmental Protection Agency** (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority that (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

Equal Employment Opportunity

41 C.F.R. Part 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order 11375 During the performance of this contract, the contractor and all subcontractors agree to the following:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



SOL CONSTRUCTION, LLC

5/5/26

Date

TURNIPSEED ENGINEERS

ATLANTA
AUGUSTA
ST. SIMONS ISLAND

November 10. 2023

Mayor and Council
City of Dahlonega
465 Riley Road
Dahlonega, Georgia 30533

Attention: Ms. Allison Martin, City Manager

Via Electronic Mail: amartin@dahlonega.gov

Re: City of Dahlonega, Georgia
Koyo Lift Station Upgrade
Project No. 222575

We have checked the bids received November 9, 2023 on subject project. Below is a tabulation of the bids received.

	Contractor	*Total Amount Bid*
1.	Sol Construction, LLC Atlanta, Georgia	$736,290.00
2.	Lanier Contracting Company Suwanee, Georgia	$758,691.00
3.	W.L. Griffin Company, LLC Gillsville, Georgia	$784,566.69
4.	Willow Construction Company, Inc. Powder Springs, Georgia	$967,162.00

As indicated, the low bidder is Sol Construction, LLC of Atlanta, Georgia. Since the bidder appears to have adequate experience, technical ability and financial capability to complete the project, we recommend contract award be made to Sol Construction, LLC in the amount of $736,290.00.

We have enclosed a certified tabulation of the bids received and a sample resolution. Please forward us a copy of the City's signed resolution to award.

If you have any questions concerning our recommendation, please call us.

Yours truly,

Greg Ashworth, P.E.

GJA:km
Enclosures
cc: Mr. John Jarrard, Water Director (via email, w/enclosures)

RESOLUTION

WHEREAS bids were received by the City of Dahlonega, Georgia, November 9, 2023, for the Koyo Lift Station Upgrade; and

WHEREAS the low, responsible, responsive bidder is Sol Construction, LLC of Atlanta, Georgia with a bid in the amount of $736,290.00, and

WHEREAS the low bidder, Sol Construction, LLC appears to have the necessary financial and technical ability to complete the project,

BE IT THEREFORE resolved, the City of Dahlonega, Georgia hereby makes contract award of the construction contract to the low bidder, Sol Construction, LLC of Atlanta, Georgia, in the amount of $736,290.00.

THIS RESOLUTION was passed by a vote of _____to_____at a regular meeting of the Mayor and Council on _____.

CITY OF DAHLONEGA, GEORGIA

_____

JoAnne Taylor, *Mayor*

Attest:_____

City Clerk

CITY OF DAHLONEGA, GEORGIA
KOYO LIFT STATION UPGRADE
PROJECT NO. 222575
CERTIFIED BID TABULATION
BIDS RECEIVED NOVEMBER 9, 2023

THIS IS TO CERTIFY THAT THIS IS A CORRECT TABULATION

Greg Ashworth, P.E.
Turnipseed Engineers
Atlanta, Georgia

CITY OF DAHLONEGA, GEORGIA **KOYO LIFT STATION UPGRADE**		**Sol Construction, LLC** **Atlanta, Georgia**		**Lanier Contracting Company** **Suwanee, Georgia**	
Item 1	For furnishing all material and equipment and performing all labor necessary for rehabilitation of the Koyo Lift Station (excluding the cost of equipment listed in Item 2), removal of existing pumps, installation of new valve vault top slab, lining the wet well interior, electrical, mechanical, painting, gravel, erosion control, and all other appurtenances, as shown on the Drawings and/or specified, the lump sum amount of:		$400,000.00		$440,250.00
Item 2	For furnishing and installing Major Mechanical Equipment				
	Equipment and Manufacturer	**PRICE**	**BASE PRICE**	**PRICE**	**BASE PRICE**
a.	Submersible Pumps - Section 5		$330,500.00		$312,241.00
	Mfr. Xylem / Flygt	$330,500.00		$312,241.00	
Subtotal Items 1 through 2, inclusive, the amount of:			$730,500.00		$752,491.00

EXTRA WORK, IF ORDERED BY ENGINEER

(To cover authorized changes in scope of lump sum work under Item No. 1)

ITEM NO.	**QTY.**	**UNIT**	**DESCRIPTION**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
3.	5	CY	CLASS 'A' CONCRETE WORK	$400.00	$2,000.00	$720.00	$3,600.00
4.			C.I. OR D.I. PIPE FITTINGS				
a.	0.1	TON	Bell and Spigot	$7,600.00	$760.00	$3,000.00	$300.00
b.	0.1	TON	Mechanical Joint	$8,000.00	$800.00	$3,000.00	$300.00
c.	0.1	TON	Flanges	$7,900.00	$790.00	$5,000.00	$500.00
5.	12	CY	CRUSHED STONE STABILIZATION OR BEDDING (Including excavation and removal of unsuitable soil)	$120.00	$1,440.00	$125.00	$1,500.00
Subtotal, Items 3 through 5 inclusive, the amount of:					$5,790.00		$6,200.00
TOTAL AMOUNT BID, ITEMS 1 THROUGH 5, INCLUSIVE, THE AMOUNT OF:					**$736,290.00**		**$758,691.00**

The Bidder further proposes and agrees hereby to commence work under contract, with adequate force and equipment, on a date to be specified in a written order of the Engineer, and shall fully complete all work thereunder within the consecutive calendar days set forth in the Contract Agreement.

ADDITIONS / DEDUCTIONS

Note: The Owner reserves the right to add any or all of the following additions/deduction of the work for the purpose of making contract award. Award of the contract may be with one or more of these items. Each bidder must fill in the unit price amount for each item below.

D-1 To delete the Pump Station wetwell liner specified in Section 4.51

Deduct $25,000.00 Deduct $27,300.00

CITY OF DAHLONEGA, GEORGIA KOYO LIFT STATION UPGRADE		W.L. Griffin Company, LLC Gillsville, Georgia		Willow Construction, Inc. Powder Springs, Georgia	
Item 1	For furnishing all material and equipment and performing all labor necessary for rehabilitation of the Koyo Lift Station (excluding the cost of equipment listed in Item 2), removal of existing pumps, installation of new valve vault top slab, lining the wet well interior, electrical, mechanical, painting, gravel, erosion control, and all other appurtenances, as shown on the Drawings and/or specified, the lump sum amount of:		$362,537.09		$627,431.72
Item 2	For furnishing and installing Major Mechanical Equipment				
	Equipment and Manufacturer	**PRICE**	**BASE PRICE**	**PRICE**	**BASE PRICE**
a.	Submersible Pumps - Section 5		$414,535.60		$337,220.28
	Mfr. Xylem / Flygt	$414,535.60		$337,220.28	
Subtotal Items 1 through 2, inclusive, the amount of:			$777,072.69		$964,652.00

EXTRA WORK, IF ORDERED BY ENGINEER

(To cover authorized changes in scope of lump sum work under Item No. 1)

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
3.	5	CY	CLASS 'A' CONCRETE WORK	$500.00	$2,500.00	$250.00	$1,250.00
4.			C.I. OR D.I. PIPE FITTINGS				
a.	0.1	TON	Bell and Spigot	$13,000.00	$1,300.00	$200.00	$20.00
b.	0.1	TON	Mechanical Joint	$13,500.00	$1,350.00	$200.00	$20.00
c.	0.1	TON	Flanges	$14,500.00	$1,450.00	$200.00	$20.00
5.	12	CY	CRUSHED STONE STABILIZATION OR BEDDING (Including excavation and removal of unsuitable soil)	$74.50	$894.00	$100.00	$1,200.00
Subtotal, Items 3 through 5 inclusive, the amount of:					$7,494.00		$2,510.00
TOTAL AMOUNT BID, ITEMS 1 THROUGH 5, INCLUSIVE, THE AMOUNT OF:					**$784,566.69**		**$967,162.00**

The Bidder further proposes and agrees hereby to commence work under contract, with adequate force and equipment, on a date to be specified in a written order of the Engineer, and shall fully complete all work thereunder within the consecutive calendar days set forth in the Contract Agreement.

ADDITIONS / DEDUCTIONS

Note: The Owner reserves the right to add any or all of the following additions/deduction of the work for the purpose of making contract award. Award of the contract may be with one or more of these items. Each bidder must fill in the unit price amount for each item below.

D-1 To delete the Pump Station wetwell liner specified in Section 4.51

Deduct	$27,379.00	Deduct	$27,379.00

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CITY OF DAHLONEGA
Council Meeting Minutes
December 04, 2023, 6:00 PM
Gary McCullough Chambers, Dahlonega City Hall

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

Vision – Dahlonega will be the most welcoming, thriving, and inspiring community in North Georgia

Mission Statement - Dahlonega, a City of Excellence, will provide quality services through ethical leadership and fiscal stability, in full partnership with the people who choose to live, work, and visit. Through this commitment, we respect and uphold our rural Appalachian setting to honor our thriving community of historical significance, academic excellence, and military renown.

CALL TO ORDER AND WELCOME

Mayor Taylor called the December 4th, 2023, City Council Meeting to order at 6:00 P.M.

Mayor Taylor welcomed everyone and thanked the audience for coming. She announced that there would be some changes to the agenda.

PRESENT
Mayor JoAnne Taylor
Councilmember Ron Larson
Councilmember Roman Gaddis
Councilmember Johnny Ariemma
Councilmember Ryan Reagin
Councilmember Ross Shirley
Councilmember Lance Bagley

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Taylor asked Councilmember Larson to say the prayer and Councilmember Reagin to lead the pledge of allegiance.

APPROVAL OF AGENDA

Mayor Taylor amended the agenda to include the appointment of Allison Martin as acting Zoning Administrator and Resolution 2023-06 Moratorium to the Acceptance and Processing of Sign Permit.

Mayor Taylor called for a motion to approve the agenda.

Motion made by Councilmember Gaddis, Seconded by Councilmember Larson.
Voting Yea: Councilmember Larson, Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley

APPROVAL OF CONSENT AGENDA

Mayor Taylor called for a motion to approve the Consent Agenda.
Motion made by Councilmember Gaddis to approve the consent agenda, which includes the GEFA Service Line Inventory Grant Program, GDOT Safety Action Plan 2023-13, Koyo Lift Station Rehabilitation Bid Award, 2024 Agreement for Tourism Development Services, and Park Street Construction Inspection Services Seconded by Councilmember Larson.

Voting Yea: Councilmember Larson, Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley

Mayor Taylor thanked Dr. Bobby Mayfield for attending the meeting.

PUBLIC COMMENT – AGENDA SPECIFIC / THREE MINUTE LIMIT

Mr. Hulsey made a public comment about Dahlonega's government.

APPROVAL OF MINUTES:

a. City Council Meeting Minutes - November 6th, 2023, Sarah Hunsinger, Assistant City Clerk

   Mayor Taylor called for a motion to approve the City Council Meeting Minutes on November 6th, 2023.

   Motion made by Councilmember Reagin, Seconded by Councilmember Shirley.
   Voting Yea: Councilmember Larson, Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley

APPOINTMENT, PROCLAMATION & RECOGNITION:

1. Cemetery Committee Recognition, JoAnne Taylor, Mayor

   Mayor Taylor acknowledged the Cemetery Committee and thanked them for their efforts. She states that this committee has done significant things for this community's history and historic preservation. A lot of work has been done, and they have been collaborating with UNG and have greatly assisted UNG with the Appalachian Studies Program. She states that, most importantly, they have improved the appearance of our cemetery and that there will be more to come. She complimented and thanked them once more.

2. Recognition, JoAnn Taylor, Mayor

   Mayor Taylor recognized Councilmember Larson. He has decided not to seek re-election, she says. Larson has been a council member in this city for eight years. He has a financial background, so he has been helpful with budget analysis and has an excellent eye for detail. Larson has been a pillar of this council and has done so much for the community outside of the council.
   Councilmembers acknowledged Councilmember Larson and thanked him.

   Councilmember Larson thanked the Mayor, Council, and staff for the past eight years.

3. Proclamation - Dr. Frank "Mac" McConnell Retirement from UNG, JoAnne Taylor, Mayor

   Mayor Taylor said that Mr. McConnell was one of many community leaders who collaborated on a master plan for Downtown Dahlonega in 2008 that was never implemented. Mayor Taylor announced that they would use portions of that plan and that his work would continue.

   Mayor Taylor called for a motion to approve the Proclamation for Dr. Frank "Mac" McConnell's Retirement from UNG.

   Motion made by Councilmember Larson, Seconded by Councilmember Gaddis.
   Voting Yea: Councilmember Larson, Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley

4. Appointment of Allision Martin as Acting Zoning Administrator, JoAnne Taylor, Mayor

   Mayor Taylor called for a motion to appoint Allision Martin as Acting Zoning Administrator.

Motion made by Councilmember Gaddis, Seconded by Councilmember Bagley.
Voting Yea: Councilmember Larson, Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley

CITY REPORTS:

5. Cemetery Committee 2023 Annual Report, Chris Worick, Chairman

   Chairman Worick presented the Cemetery Committee 2023 Annual Report to the Mayor and Council.

   Mayor Taylor complimented the committee on their hard work, and they appreciated their efforts.

6. Financial Report - October 2023 - SP #3 – Communication, Allison Martin, City Manager

   City Manager Martin stated that the finance department is still making the necessary entries for the end of the year. All of the department expenditures are in line. Water revenue continues to exceed based on previous years. She states that most of the revenue that has come in since we closed our Fiscal Year has been adjusted back to its prior year's revenue. We did receive our insurance premium tax, which was over $624,000, which is an increase of $100,000 compared to last year and what we budgeted for. She stated that she spoke to the Tax Commissioner, and the property tax revenue continues to grow. Our finance department checked with them, and that will be a little over $400,000.

   Mayor Taylor called for a motion to accept the October 2023 Financial Report.

   Motion made by Councilmember Gaddis, Seconded by Councilmember Reagin.
   Voting Yea: Councilmember Larson, Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley

OTHER ITEMS:

7. Leah Kay Catering LLC, dba Yahoola Grill, Mary Csukas, City Clerk

   City Clerk Csukas introduced the Alcohol License of Leah Kay Catering LLC, dba Yahoola Grill. She stated that everything was in order and recommended that this be approved.

   Mayor Taylor called for a motion to approve Leah Kay Catering LLC, dba Yahoola Grill.

   Motion made by Councilmember Ariemma, Seconded by Councilmember Shirley.
   Voting Yea: Councilmember Larson, Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley

8. 2024 Alcoholic Beverage License Renewals – Strategic Priority #3 Communications, Mary Csukas, City Clerk & Doug Parks, City Attorney

   City Clerk Csuaks stated that all of the applications are in order. We are seeking approval of the list of renewals for the 2024 license.

   Mayor Taylor called for a motion to approve the 2024 Alcoholic Beverage License Renewals.

   Motion made by Councilmember Gaddis, Seconded by Councilmember Reagin.
   Voting Yea: Councilmember Larson, Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley

9. 39 Stargel St Encroachment Agreement, Doug Parks, City Attorney

   City Attorney Parks stated that the Encroachment and Easement Agreement for 39 Stargel St allows the current residence/structure to remain in place but denies the current and/or

any future owner from building new additions, improvements, or rebuilds in the right of way. Approval is recommended, with possible text refinement before approval.

Mayor Taylor called for a motion to approve the Encroachment Agreement.

Motion made by Councilmember Larson to approve as recommended, Seconded by Councilmember Reagin.

Councilmember Bagley stated that he was concerned about who approved the right-of-way until he found out the house was built in 1914.

Voting Yea: Councilmember Larson, Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley

10. TSW Guidance on Recommendations - SP #1 - Effectively Manage Growth, Allison Martin, City Manager

    Mayor Taylor reviewed the TSW Guidance on Recommendations and reviewed TSW's recommendations to provide guidance in the next step of the process.

    Mayor Taylor called a motion to accept TSW recommendations as stated.

    Councilmember Gaddis made a motion to move forward with TSW Guidance on Recommendations, seconded by Councilmember Bagley.

    Councilmember Ariemma stated that he thinks this company could give the city good guidelines.

    Councilmember Shirly stated that he agreed, and he thinks that it is essential to get recommendations.

    Mayor Taylor stated that this rezoning will update zoning regulations that were in place in 1991. One of the issues it presents is when a developer wants to come and build; they must translate the zoning to the present day. It is an obstacle for residential buildings. This firm will put in a lot of effort. It will take a lot of public hearings, so she encourages the public to give their opinions.

    Councilmember Bagley stated that he wants to be more educated on these options.

    Voting Yea: Councilmember Larson, Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley

11. Resolution 2023-06 - Moratorium on the Acceptance and Processing of Sign Permit Applications for All Properties within the City of Dahlonega's Sign Ordinance and For Other Purposes, Doug Parks, City Attorney

    Mayor Taylor states that the sign regulations are outdated and will take around 90 days to finish reviewing this.

    Mayor Taylor called for a motion to approve this Moratorium.

    Motion made by Councilmember Larson, Seconded by Councilmember Gaddis.
    Voting Yea: Councilmember Larson, Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley

12. Executive Session - Real Estate

    No action was taken.

COMMENTS – PLEASE LIMIT TO THREE MINUTES

City Clerks Csukas had no comment.

City Manager Martin had no comment.

City Attorney Parks thanked Councilmember Larson for everything he has done for the City of Dahlonega.

Councilmember Bagley told everyone to have a Merry Christmas and stated that Councilmember Larson would be missed.

Councilmember Reagin thanked Councilmember Larson for everything and stated that the Cemetary Committee was doing a great job.

Councilmember Larson thanked everyone for the nice things that had been said.

Councilmember Gaddis stated that Councilmember Larson will be missed.

Councilmember Ariemma stated that the Cemetary Committee had a great presentation and thanked Councilmember Larson for everything he had done.

Councilmember Shirley wished Councilmember Larson the best of luck.

Mayor Taylor thanked Councilmember Larson for everything and said he would be missed.

ADJOURNMENT

Mayor Taylor called for a motion to adjourn the City Council Meeting at 6:52 P.M.

Motion made by Councilmember Reagin, Seconded by Councilmember Gaddis.
Voting Yea: Councilmember Larson, Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley

Approved this 16th day of January, 2024.

DocuSigned by:
Roman G Gaddis
6E04A51FADC344B...
Roman Gaddis, Mayor Pro-tem

Attest: DocuSigned by:
Mary Csukas
6ECFF497BF5C4A7...
Mary Csukas, City Clerk

CITY OF DAHLONEGA SEAL DAHLONEGA, GEORGIA

DocuSign

Certificate Of Completion

Envelope Id: D539F2A0D00C403F9D08C61690917F43
Subject: Complete with DocuSign: 12.4.23 Council Meeting Minutes Final .docx
Source Envelope:
Document Pages: 5
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

Envelope Originator:
Mary Csukas
mcsukas@dahlonega.gov
IP Address: 162.142.83.98

Record Tracking

Status: Original
1/22/2024 8:43:59 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Mary Csukas
mcsukas@dahlonega.gov
Pool: StateLocal
Pool: City of Dahlonega

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Roman G Gaddis rgaddis@dahlonega.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Roman G Gaddis 6E04A51FADC344B... Signature Adoption: Pre-selected Style Using IP Address: 168.8.48.2	Sent: 1/22/2024 8:45:43 AM Viewed: 1/22/2024 9:00:02 AM Signed: 1/22/2024 9:00:17 AM
Electronic Record and Signature Disclosure: Accepted: 1/22/2024 9:00:02 AM ID: b43346a4-68c4-4dba-8c0d-512884aaec2e		
Mary Csukas mcsukas@dahlonega.gov City Clerk City of Dahlonega Security Level: Email, Account Authentication (None)	DocuSigned by: Mary Csukas 6ECFF497BF5C4A7... Signature Adoption: Pre-selected Style Using IP Address: 209.254.33.210	Sent: 1/22/2024 9:00:18 AM Viewed: 1/22/2024 10:12:20 AM Signed: 1/22/2024 10:12:48 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Sarah Hunsinger shunsinger@dahlonega.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/22/2024 10:12:49 AM Viewed: 1/22/2024 1:13:35 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/22/2024 8:45:43 AM
Certified Delivered	Security Checked	1/22/2024 10:12:20 AM
Signing Complete	Security Checked	1/22/2024 10:12:48 AM
Completed	Security Checked	1/22/2024 10:12:49 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

City Council Agenda Memo

DATE: 8/10/2026
TITLE: Peachtree Recovery Services Renewal
PRESENTED BY: Allison Martin, City Manager
PRIORITY Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

Renewal of agreement with Peachtree Recovery Services

HISTORY/PAST ACTION

The city has utilized Peachtree Recovery Services (PRS) for six years to recoup damages to city road structures, signs, culverts, etc. If a driver is at fault, insurance or not, they are obligated by law to pay for the damages. To date, PRS has recovered $28,170.22 for the city which has reduced operational expenses in replacing items damaged by vehicles. The only change to the renewal is a request to increase their percentage from 19% to 20%. There is no cost to participate in this program nor is there a cancellation fee. Without the use of this service, staff would have to review each incident report in the city and file claims to recoup damages from owners.

FINANCIAL IMPACT

There is no adverse impact on the operating budget for this contract.

RECOMMENDATION

It is the recommendation of the staff to approve this renewal.

SUGGESTED MOTIONS

n/a

ATTACHMENTS

PRS Renewal Contract

Property Damage Recovery Service Agreement

AGREEMENT FOR PROPERTY DAMAGE (THIRD PARTY RESPONSIBLE) RECOVERY SERVICES [19-1026]

This Agreement for Property Damage (Third Party Responsible) Recovery Services ("Agreement") is made and entered into by and between Peachtree Recovery Services, Inc., ("Product or Service Provider" or "PRS") and the City of Dahlonega ("CLIENT") and is effective on the date signed by both of them (the "Effective Date".)

RECITALS

WHEREAS, CLIENT is a municipal government or consolidated municipal/county government of the State of Georgia; and

WHEREAS, CLIENT is eligible to purchase the Services described below ("Services") in accordance with the terms of this Agreement, and

WHEREAS, CLIENT and PRS acknowledge that this Agreement is solely between CLIENT and PRS; and

WHEREAS, PRS warrants that it provides the Services in compliance with all applicable laws and standards applicable to PRS's industry; and

WHEREAS, PRS warrants that it has and will keep in effect at its sole expense all licenses, permits, qualifications, and approvals which are legally required to provide the Services; and

WHEREAS, **Exhibits A.1, A.2, A.3,** and **A.4** are incorporated in this Agreement as if fully restated;

NOW THEREFORE, for and in consideration of the foregoing Recitals and the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT and PRS (each individually a "Party" and collectively the "Parties") agree to the Recitals above and as follows.

1. Services and Compensation

PRS will perform the services described in the Statement of Work attached as **Exhibit A.1** for the compensation described below. **PRS does not provide any form of legal or tax services pursuant to this Agreement.**

a. PRS shall retain twenty per cent (20%) of all amounts recovered for each claim after deduction of any Paid Administrative Fee, any PRS Reimbursed Expenses, and any CLIENT Litigation Costs (each defined in **Exhibit A.1**). PRS shall forward the remaining eighty percent (80%) for each claim to CLIENT.
b. PRS shall pay CLIENT thirty (30) days in arrears on a monthly basis for damage claims recovered during the previous month. Such payments shall be accompanied by an emailed or other electronic progress report in a form similar to the form included in **Exhibit A.2**. PRS always will include the Agreement number on such reports.

c. PRS shall provide such payments and reports to the primary contact at CLIENT set forth in "Notices" below, and CLIENT shall notify PRS promptly of any change to the primary contact or the primary contact's information.
d. PRS shall not perform services for CLIENT except those listed in **Exhibit A.1**.

2. Performance Standards for Services and Compliance with Laws

PRS shall use its best efforts and work diligently to perform the services. PRS will comply with laws, ordinances, rules, and regulations that directly apply to its rendering of services to CLIENT pursuant to this Agreement. In the event it appears to CLIENT that PRS is failing to substantially comply with the quality of services or the specified completion schedule of its duties under the Agreement, Client shall provide written notice thereof to PRS. The notice must identify specific incidents or circumstances comprising the conditions of the complaint. As soon as possible after receipt of said notice, the appropriate representatives of both parties shall meet to discuss the conditions of the complaint.

3. Confidential Information and Open Records Act Compliance

Confidential Information. PRS will obtain electronic access to non-public information relating to CLIENT and CLIENT's property by providing a copy of this Agreement to the entity that manages electronic databases containing such information. PRS agrees that it will only use the non-public information in these databases in order to perform the Services. PRS reviews the information on the electronic databases and does not download or copy information from the databases into its own information systems or paper files.

PRS affirms that it does not need to create or maintain custody of personally identifiable information that must be safeguarded under applicable law in order to perform the Services. Personally identifiable information includes the following: dates of birth, phone numbers, emails and account numbers of individuals, social security numbers, medical information, or information commonly used in identity theft. To the extent PRS reviews such information in the electronic databases, PRS shall not make any record of such information and shall maintain the confidentiality of such information.

Notwithstanding the above, PRS will maintain contact information, checks, and other banking information from responsible third parties and their insurance carriers. PRS shall safeguard such information as it safeguards its own financial account information and shall keep the information confidential.

PRS will not accept credit card payments from responsible third parties and will not maintain any payment card information as a result of this Agreement.

Open Records Act Compliance. If disclosure of information covered by this Agreement is required pursuant to the Georgia Open Records Act (i.e., O.C.G.A. § 50-18-70, et. seq.) or other state or federal law, the recipient may make the required disclosure provided that the recipient must, if permitted by law, advise the other party promptly of the request for disclosure and cooperate with the other party in responding to it. The parties shall clearly identify any document or types of documents submitted to each other that include trade secrets and submit an affidavit with respect to such documents in accordance with O.C.G.A. § Section 50-18-72(a)(34). The parties will follow the provisions of the O.C.G.A. § 50-18-72(a)(34) with respect to any requests under the Georgia Open Records Act (O.C.G.A. § 50-18-70, et. seq.) for such documents.

4. Term

This Agreement shall be effective on the Effective Date and shall continue for three years unless terminated by either Party in accordance with the Termination provisions of this Agreement. This Agreement shall be renewed automatically under the updated terms and PRS and provided by PRS to Client at least ninety (90) days prior to the end of the three-year term, unless otherwise terminated in accordance with the Termination

provisions or unless either Party notifies the other in writing at least sixty (60) days prior to the end of the term of a desire not to renew.

5. Indemnification

To the extent permitted by Georgia law, CLIENT shall indemnify, defend, and hold harmless PRS and its officers, directors, agents, and employees, from and against any and all third party claims and actions arising from CLIENT's negligent acts, errors and/or omissions or intentional or willful misconduct in the performance of this Agreement.

PRS shall indemnify, defend, and hold harmless CLIENT and its officers, directors, agents, and employees, from and against any and all third party claims and actions arising from PRS's negligent acts, errors and/or omissions or intentional or willful misconduct in the performance of this Agreement.

6. Insurance

PRS shall maintain, throughout the term of this Agreement, at its own expense comprehensive general liability insurance that includes contractual liability, with limits of no less than $1,000,000 per occurrence and $2,000,000 aggregate and professional liability (errors & omissions) insurance with limits of no less than $1,000,000 per claim and $2,000,000 aggregate. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. Said insurance policies shall cover all activities performed by PRS, its agents, officers, and employees under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to CLIENT.

During the term of this Agreement, PRS shall fully comply with worker compensation laws. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies insuring against any liability PRS may have for worker's compensation if such a policy is required by law.

7. Federal Work Authorization Affidavit

PRS performs services for CLIENT as a result of this Agreement and compensation for services may exceed the minimum set forth in O.C.G.A. Section 13-10-91, as amended from time to time. Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, PRS will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("e-Verify"). PRS shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.3** to this Agreement, or a similar affidavit that meets the requirements of the law.

If PRS subcontracts any services described in this Agreement, PRS shall require the subcontractor to attest to its compliance with O.C.G.A. Section 13-10-91, as amended from time to time, and complete and execute the Subcontractor to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.4** or a similar subcontractor affidavit that meets the requirements of the law. PRS shall maintain any completed affidavit and make a copy of it available to CLIENT upon request. PRS shall ensure that any subcontractor E-Verify affidavit becomes a part of its agreement with the subcontractor.

8. Notices

All notices under this Agreement shall be in writing and shall be delivered (a) personally, with a copy by email; (b) by overnight courier, with a copy by email; or (c) by United States mail, registered or certified, return receipt requested, postage prepaid, with a copy by email. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery invoice or return receipt

or the date receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth below, or at such other addresses as the parties may provide in writing from time to time.

CLIENT:

C. Allison Martin, City Maanger

465 Riley Road
Dahlonega, GA 30533
amartin@dahlonega.gov

706-482-2706

PRS:

Peachtree Recovery Services, Inc.
Todd Rhoad
CFO
7778 McGinnis Ferry Road #306
Suwanee, GA 30024
(678) 230-7594
todd.rhoad@peachtreers.com

9. Termination

a. Termination by CLIENT.
Termination for Cause. CLIENT shall have the right to terminate this Agreement: if PRS commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach and CLIENT's intention to terminate the Agreement unless cured.
Termination for Convenience. CLIENT may terminate this Agreement for convenience with thirty (30) days written notice to PRS.

b. Termination by PRS.
PRS may terminate this Agreement for any reason with one hundred twenty (120) days prior written notice to CLIENT.

c. Effect of Termination.

Upon receipt of notification that this Agreement will be terminated, PRS shall notify the primary contact at any governmental entity that manages access to non-public databases of the date of the termination. Then PRS shall take all other necessary steps to terminate the access to such databases that was granted to PRS solely as a result of this Agreement.

Upon receipt of notification that this Agreement will be terminated, PRS will notify all contacts for open claims of the date the Agreement will terminate and provide instructions for the contact to communicate directly with CLIENT about the open claims after that date.

If PRS receives a payment for a claim after the termination date, PRS shall forward the entire payment to CLIENT without deducting any amount from the payment.

No later than one hundred twenty (120) days after the termination date, PRS shall provide CLIENT an electronic copy of all documents PRS developed or maintained on behalf of CLIENT in order to provide the Services.

10. Survival

The terms of the following Sections shall survive any termination of this Agreement:

Ownership and Use of Work Product

Confidential Information

Indemnification

Notices

Effect of Termination

Miscellaneous (Waiver and Severability, Governing Law, Dispute Resolution, No Third Party Beneficiaries, Records Maintenance, Retention and Audit)

11. Miscellaneous

a. Waiver and Severability. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.

b. Governing Law. This Agreement will be governed in all respects by the laws of the state of Georgia, without regard to any conflict of laws principles, decisional law, or statutory provision which would require or permit application of another jurisdiction's substantive law. The Parties agree that the venue of any legal or equitable action that arises out of or relates to this Agreement shall be a court of competent subject matter jurisdiction in the county in which CLIENT is located and the parties hereby consent to the jurisdiction of such court.

c. Dispute Resolution.

i. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between those who have authority to settle the controversy. Within ten (10) business days after receipt of the notice, the receiving Party shall submit to the other a written response. The notice and the response shall include (1) a statement of each Party's position and a summary of arguments supporting that position, and (2) the name and title of the person who will represent that Party and of any other person who will accompany that person. Within ten (10) business days after delivery of the disputing Party's notice, the representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored.

ii. All negotiations pursuant to this clause will be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the rules of evidence of any state.

d. No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.

e. Excused Performance. Neither CLIENT nor PRS shall be deemed to be in default of this Agreement or be liable for any delay or failure in performance, resulting directly or indirectly from any act of the elements, civil or military authority, civil disturbance, war, strike, fire, earthquake or other cause beyond its control. The time within which PRS is required to perform in accordance with the terms and conditions of this Agreement shall be extended for any delays caused in whole or in

part by CLIENT, provided however, that CLIENT notifies PRS in writing within ten (10) business days of discovering such delays.

f. Records Maintenance, Retention and Audits. PRS shall maintain all records pertaining to this Agreement until the earlier of the date PRS delivers an electronic copy of such records to CLIENT or five years after termination of this Agreement. PRS's accounting procedures and practices shall conform to generally accepted accounting principles. Upon the request of CLIENT after reasonable notice to PRS, PRS shall make available to CLIENT such records as may be necessary to enable CLIENT to conduct an audit to assure that the appropriate fees have been charged to CLIENT.

   Authorized representatives of CLIENT may at all reasonable times have access to review and inspect the Agreement activities and data collected under the terms of this Agreement and any amendments thereto. If CLIENT desires to conduct an audit of all or a portion of claims filed on behalf of CLIENT and the amounts paid to CLIENT, it may do so after providing thirty (30) days written notice to PRS. All books, documents, plans, papers, records, drawings, studies, specifications, estimates, maps and computations, prepared by or for the PRS under the terms of this Agreement, shall be available to authorized representatives of CLIENT for inspection and review at all reasonable times in the general offices of CLIENT or the office of PRS as determined by CLIENT. PRS shall correct, at its expense, any errors in its work. If any errors result in additional amounts due to CLIENT, PRS shall forward such additional amounts to CLIENT promptly.

g. Subcontracting Performance of Services. PRS may subcontract with engineers, experts and others to provide assistance to PRS in the valuation of claims without first obtaining CLIENT's written consent. PRS may subcontract the performance of other portions of the Services only with CLIENT'S prior written consent.

h. Assignment of Agreement**.** PRS may not assign this Agreement.

i. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and permitted assigns of the Parties.

j. No other Agreement; Modification. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter and supersedes any prior negotiations, understandings or agreements with respect to the subject matter hereto. Except as expressly set forth herein, neither Party has made any statement, representation or warranty in connection herewith which has been relied upon by the other party or which acted as an inducement for the other Party to enter into this Agreement. This Agreement may only be modified by a writing signed by both Parties.

k. Changes in PRS Organization. PRS shall notify CLIENT in writing within five (5) business days upon PRS taking any action to change its corporate structure, including voluntary or involuntary bankruptcy proceedings, company mergers, company acquisitions, changes in corporate names, changes in corporate officers, changes in governing structure, and similar relevant information. Such notification shall identify how the change in corporate business structure will impact CLIENT, including payments to PRS, and PRS shall identify how these impacts to CLIENT will be mitigated.

l. Drug-Free Workplace. PRS certifies that a drug-free workplace will be provided for PRS's employees during the performance of this Agreement.

m. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute one Agreement.

In witness whereof, the Parties have executed this Agreement and it is effective on the Effective Date.

_____(CLIENT)	**Peachtree Recovery Services, Inc. (PRS)**
By:_____	By:_____
Name:_____	Name: _____
Title:_____	Title:_____
Date:_____	Date:_____

I, _____, a Notary Public of _____ County of the State of _____, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of this Agreement on behalf of said Contractor.

Witness my hand and notarial stamp or seal, this _____ day of _____, 2022.

My commission expires: _____ (SEAL)

EXHIBIT A.1

STATEMENT OF WORK

Peachtree Recovery Services, Inc. (PRS) will identify the potential damaged CLIENT property claims through online review of police reports and referrals, determine through various means the third party responsible for the damage, and invoice and collect from the third party or the third party's insurance carriers on CLIENT property damage claims. PRS will perform the following duties as part of its service.

Duties Performed by PRS

A. Process Development

PRS will develop a process for identification of damaged property, identification of the third party responsible for the damage, identification of the third party's insurance coverage, and development of the cost of damages.

1. PRS shall have and exercise specific methodology authority over the method and manner of damage claim information collection and submission to the responsible party or their insurance carrier.

2. PRS shall monitor all statutes of limitations and make proper notice on all claims submitted, including maintaining a status report of all pending claims that specifies the expiration date of the corresponding statute of limitation. However, PRS shall have no liability for any statute of limitation or notification issues.

3. Retention of Counsel and Legal Expenses. PRS may recommend claims for litigation. The City of Dahlonega ("CLIENT") is responsible for all aspects and expenses of the litigation process on any claim, including but not limited to the engagement of attorneys, filing fees and court costs. PRS shall never engage an attorney or file a legal action on behalf of CLIENT.

4. Non-litigation. Except when CLIENT's insurance carrier is or will be involved with a loss, PRS has complete authority to submit, sign notice of claim forms, compromise, settle and release third parties from claims for property damage owed to CLIENT, so long as the amount of recovery to be paid in settlement will be 75% or more of the base damages (the amount billed minus any charged Administrative Fees and Expenses), and to execute such documents that are necessary to its exercise of this authority. If the amount of recovery to be paid in settlement will be less than 75% of the base damages amount, PRS shall obtain written approval from CLIENT to perform any such tasks. If CLIENT's insurance policy requires the claim to be subrogated to the

insurance carrier or requires the amount received to be returned to the insurance carrier, PRS shall obtain written approval from CLIENT to perform any such tasks.

5. PRS will monitor all statutes of limitations and make proper notice on all claims, including maintaining a status report on all pending claims that specifies the expiration date of the corresponding statute of limitation for each claim. PRS is not liable for any statute of limitation or notification issues.

6. Recovery of claims less than three thousand dollars ($3000) by PRS will be attempted for up to two hundred seventy days. At that time PRS will cease recovery efforts and allow for a potential response from the responsible party and/or their insurance company. If unrecovered after twelve (12) months and no promise of payment has been established, PRS will close the claim as "further efforts not warranted," provided that PRS shall promptly notify CLIENT of any decision to close such claim, and, thereafter, CLIENT shall be entitled to pursue such claim itself or through a third-party without any further or other obligations to PRS hereunder relative to such claim. If a promise of payment is established then the claim will remain open for an additional ninety (90) days.

B. Monitoring and Assessment of Damages

PRS shall monitor electronic databases containing non-public CLIENT information for damage to CLIENT's roads and facilities. PRS generally shall use its own data to estimate costs for all property damage. However, if PRS does not have appropriate data to make an assessment, CLIENT will assist PRS as needed to determine the costs of damage. PRS maintains relevant damage data on the following highway facilities:

1. Signs
2. Guardrail
3. Intelligent Transportation Management System (ITMS) facilities
4. Lighting
5. Signals
6. Paving
7. Bridges
8. Drainage Structures
9. Hazmat incidents
10. CLIENT vehicles and off road equipment except totaled vehicles and equipment

C. Identification and Pursuit

PRS shall to the extent possible:

1. Identify the individual(s) and/or company which caused the damage
2. Identify responsible third parties
3. Identify available insurance coverage maintained by the responsible third party/ies
4. Identify the specific damage to property and potential return
5. File any insurance claims with the third party's insurance carrier and pursue the maximum recovery available for the CLIENT
6. Support queries and inquiries about submitted claims
7. Interact with CLIENT offices of City Manager and City Attorney, as appropriate, to support negotiations with responsible individuals or parties and/or their representatives (such as their insurance companies) regarding:
   a. Payment process for non-insured motorists
   b. Legal actions against responsible parties
   c. Court Appearances

D. Documentation

PRS shall prepare the following:

1. Repair estimates
2. Invoices
3. Cover Letters
4. Other documentation and resources as required

E. Reporting

1. PRS shall provide electronic Monthly Reporting in a form similar to the report attached as Exhibit A.2 to the Agreement, which shall include on a per-claim basis, the total amount requested on behalf of CLIENT, the portion of that amount that was a Charged Administrative Fee, the portion of that amount that was an Expense, a description of the Expense, the amount recovered, the date of receipt, the amount compromised in settlement, the amount retained by PRS as a Paid Administrative Fee or Reimbursed Expense, and the amount forwarded to CLIENT.

F. Administration Fee

PRS may add to the damage claim filed a reasonable fee of no more than five hundred dollars ($500.00) for any claim for which the third party's insurance carrier has additional requirements during negotiations ("Charged Administrative Fee.") A Paid Administrative Fee means an Administrative Fee or a portion of an Administrative Fee that was fully paid by the third party's insurance carrier as part of the damages "on top" of the base damage claim, and therefore may be deducted from the amount recovered and may be retained by PRS. For example, if PRS submits a damage recovery claim in the amount of $4,500.00, which includes a base recovery claim of $4,000.00 plus a Charged Administrative Fee of $500.00, and the responsible third party pays the entire $4,500.00, then the $500.00 is a Paid Administrative

Fee. PRS will deduct the $500.00 from the amount recovered and use $4,000 as the recovery amount when calculating the percentage due to CLIENT. In contrast, if the responsible third party pays only $4,000.00, there is no Paid Administrative Fee and PRS will use the entire amount recovered ($4,000.00) when calculating the percentage of the recovery amount due to CLIENT.

G. Expenses and CLIENT Litigation Costs

a. PRS Charged Expenses. PRS may incur reasonable expenses in performing the Services, such as expenses for structural engineering or technical certified expert reports, and may add the amount of those expenses to the damage claim filed. Such expenses are "PRS Charged Expenses."

b. PRS Reimbursed Expenses are the entire PRS Charged Expense or a portion of the PRS Charged Expense that was paid by the third party as part of the damages "on top" of the base damage claim. PRS will deduct Reimbursed Expenses from the amount recovered and retain them, and will not include the amount of Reimbursed Expenses when calculating the percent of the recovery amount to forward to CLIENT. For example, if PRS incurs an Expense of $50.00 when preparing a $4,000.00 claim, PRS will request $4,050.00 from the responsible third party, with $50.00 being the PRS Charged Expense. If the responsible third party pays $4,050.00, the $50.00 is a Reimbursed Expense. PRS will keep the $50.00 and use $4,000.00 when calculating the percentage of recovery amount due to CLIENT. In contrast, if the third party pays only $4,000.00, PRS will not receive reimbursement for the expense and will calculate the amount due CLIENT on the entire amount received.

c. CLIENT Litigation Costs. CLIENT is responsible for all costs of litigation, including costs related to preparation of documents, depositions and court reported or recorded statements, expert witness fees, and attorneys' fees. CLIENT will include such costs in the litigated claim for damages. When the litigated claim is settled outside of court or resolved in court, the recovery amount first will be reduced by the amount of CLIENT's Litigation Costs before the remainder of the recovery amount is allocated between the Parties. If PRS receives the payment, PRS will forward to CLIENT the entire amount of CLIENT's Litigation Costs and CLIENT's portion of the remaining recovery amount to which CLIENT is entitled. If CLIENT receives the recovery amount directly, CLIENT will retain the entire amount of CLIENT's Litigation Costs and will forward to PRS the portion of the remaining recovery amount to which PRS is entitled.

Duties of CLIENT

A. Required Claims Referral When Damage is not Covered Under CLIENT's Insurance Policy

1. To prevent duplication of efforts, CLIENT shall refer all Property Damage (Third Party Responsible) claims in excess of one hundred dollars ($100) that are not covered under the CLIENT's insurance policies to PRS or notify PRS in writing of its decision to pursue a claim on its own. CLIENT will refer such claims to PRS in an electronic format, whenever reasonably possible. PRS will not be responsible for such claims under one hundred dollars ($100).
2. Claims referred to PRS by CLIENT under this subsection generally cannot be recalled by CLIENT prior to the expiration of 12 months. However, if CLIENT desires to cancel the claim, CLIENT may notify PRS that the claim is cancelled and PRS shall no longer pursue it.

B. Permitted Claims Referral When Damage is Covered Under CLIENT's Insurance Policy

1. CLIENT is solely responsible for filing claims with its own insurance carrier as it desires. Such claims include claims related to property damage caused by a third party that are covered by the insurance policy.
2. CLIENT may, but is not required, to refer Property Damage (Third Party Responsible) claims that are covered under the CLIENT's insurance policies to PRS as an alternative to filing such claims with the CLIENT's insurance policy, or in addition to filing such claims with the CLIENT's insurance policy.
3. Once CLIENT has referred a claim to PRS, the CLIENT generally may not recall the claim prior to the expiration of 12 months. However, if CLIENT has submitted a claim for damages to its insurance carrier and the carrier has not denied coverage for the claim, the CLIENT may recall the claim at any time in order to comply with the requirements of its insurance policy. PRS will have no rights to recoveries or fees for a claim paid by CLIENT's insurance carrier or for which CLIENT's insurance carrier has rights of subrogation.
4. If CLIENT's insurance carrier has paid CLIENT for a loss that includes Property Damage losses for which PRS has obtained a recovery, CLIENT is solely responsible for notifying its insurance carrier of the recovery and complying with the reimbursement provisions of the insurance policy.

C. Cooperation

CLIENT shall appoint a primary contact who will receive monthly reports, provide guidance to PRS about property valuations when necessary, approve or arrange for the approval of settlements as necessary, and otherwise provide reasonable assistance to PRS in the performance of this Agreement.

EXHIBIT A.2

Sample Monthly Report

Date of Accident	Police Report #	PRS File #	Damaged Property	Claim Status	Total Requested	Date Requested	Charged Admin Fee	PRS Charged Expense	Expense Description	Client Litig. Costs	Total Recovered	% Recovered	Date of Receipt	Net Amount Recovered (after deduction of Paid Administrative Fees, Reimbursed Expenses, Client Litig. Costs)	Amount Due to Client	Number of Days to Recover

Exhibit A.3

SERVICE PROVIDER E-VERIFY COMPLIANCE AFFIDAVIT

By executing this affidavit, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Georgia under a contract with the [Name of CLIENT], affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by O.C.C.A. §13-10-91(b). The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Service Provider: Project:

Peachtree Recovery Services, Inc. **Property Damage (Third Party Responsible) Recovery Services**

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

Executed on_____, 20___, in_____(city),_____(state).

_____ _____

BY: Service Provider Authorized Officer or Agent Date

_____

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____DAY OF_____, 20____

_____

Notary Public
My Commission Expires:

Exhibit A.4

SERVICE PROVIDER SUBCONTRACTOR
E-VERIFY COMPLIANCE AFFIDAVIT

By executing this affidavit, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Georgia under a contract with the **Peachtree Recovery Services, Inc.**, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number Date of Authorization

_____ _____
Name of Subcontractor Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on_____, 20___, in_____(city), _____ (state).

_____ _____
BY: Subcontractor Authorized Officer or Agent Date

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____DAY OF_____, 20____

_____
Notary Public
My Commission Expires

City Council Agenda Memo

DATE: 8/10/2026
TITLE: United Collection Firm of Georgia, Inc. Agreement
PRESENTED BY: Allison Martin, City Manager
PRIORITY Strategic Priority - Infrastructure

AGENDA ITEM DESCRIPTION

United Collection Firm of Georgia, Inc. Agreement

HISTORY/PAST ACTION

The city previously used Penn Credit Collection Services for utility billing collections. Penn Credit charged a 16.5% commission for any funds they collected. From September 2015 until December 2023, they collected $7,934.73 for the city with a commission of $1,309.23. The city found that Penn Credit did not always actively work utility accounts for a variety of reasons such as lack of data (SS#/DL/DOB) for older accounts and the small size of some of the bills submitted for collection. United Collection Firm of Georgia, Inc. has worked for many surrounding local governments and has an excellent reputation for working diligently on behalf of their clients to collect funds.

FINANCIAL IMPACT

Collections services are, unfortunately, a necessary part of running a utility. While we put measures in place to reduce the exposure for large bills (locking meters, offering payment plans, accepting utility aid), we do, from time to time, have customers who do not pay their utility bills, which results in a need to escalate payment efforts.

RECOMMENDATION

It is the recommendation of staff that council approve this agreement.

SUGGESTED MOTIONS

n/a

ATTACHMENTS

Proposed Agreement

COLLECTIONS

AGREEMENT

This agreement is entered into by and between United Collection Firm of Georgia, Inc., (hereinafter "Assignee") and City Of Dahlonega (hereinafter "Assignor"). In consideration of this, the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The terms of any Creditor's Assignment of Debt entered between the parties is incorporated herein.

2. Provided: (a) the matter is not in litigation, (b) the matter is not subject to a payment schedule, and (c) at least 180 days have passed since the initial assignment, the Assignee shall, upon written request of the Assignor, reassign any debt which is the subject of a Creditor's Assignment of Debt between the parties back to Assignor. Written notice shall be considered effective under the terms of this Agreement if it is delivered by first class mail to Assignee at 958 McEver Rd. Ext., Suite B-6, Gainesville, GA 30504 or such of other place designated by the Assignee. Any account pulled prior to the 180 days will be subject to be billed at the same rate as stated below.

3. As consideration for the assignment of any debt from Assignor to Assignee which is the subject of a Creditor's Assignment of Debt between the parties, Assignor shall pay Assignee 30% [ ] (Assignor's initials) of the gross amount collected on the subject debt by Assignee.

4. This agreement and the Creditor's Assignment of Debt have been negotiated in Georgia, are to be substantially performed in Georgia, and are to be interpreted under the laws of Georgia. Any matter arising under this Agreement or the Creditor's Assignment of Debt may be litigated in the State or Superior Court of Hall County, Georgia. Jurisdiction and venue of such matters are proper there, and the parties waive all rights to object to this jurisdiction and venue.

5. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

6. No waiver of a breach of any provision of the Agreement shall be construed to be a waiver of any breach or of any other provision. No delay in action on any breach of any provision shall be construed to be waiver of any breach or of any other provision. No delay in action on any breach of any provision shall be construed to be a waiver of such breach.

SO AGREED this _____ day of _____, 20 _____.

United Collection Firm of Georgia, Inc.
By: _____
J. Michael Worley, President

Assignor
By: _____
Title: _____

City Council Agenda Memo

DATE: 9/3/2026

TITLE: Mountain Park Drive Street Acceptance

PRESENTED BY: Allison Martin, City Manager & Mark Buchanan, City Engineer & Public Works Director

PRIORITY Strategic Priority - Infrastructure

AGENDA ITEM DESCRIPTION

Mountain Park Drive Street Acceptance

HISTORY/PAST ACTION

In January 2005, the council approved the rezoning for the development to a PUD with all the streets within the subdivision remaining private. The portion from South Chestatee Street to the subdivision entrance was intended to be adopted into the city's street system. Mr. Pearson provided the City of Dahlonega with a check for $170,000 to escrow for future work on Mountain Park Drive. The city received a deed and plat for the street and associated right-of-way.

FINANCIAL IMPACT

There is no negative short-term impact as there are funds now held in escrow to cover the costs.

RECOMMENDATION

It is the recommendation of staff that the portion of the street as shown in the associated documents, be accepted into the city's street inventory.

SUGGESTED MOTIONS

I make a motion to accept Mountain Park Drive and authorize the city attorney and city manager to accept the deed and title paperwork, review for accuracy and completeness, and authorize the mayor to execute the documents once deemed complete by staff. Upon execution by the mayor, said documents should be recorded.

ATTACHMENTS

rendering, receipt, minutes

REGULAR CITY OF DAHLONEGA COUNCIL MEETING
JANUARY 3, 2005

CALL TO ORDER:
The Dahlonega City Council met in regular session at City Hall on January 3, 2005. Council members present were Bill Northquest, Michael Clemons, Guy LaBoa, Larry Crowel, Terry Peters and Dudley Owens. Mayor Gary McCullough called the meeting to order at 6:00 p.m. Mayor McCullough opened the meeting with prayer and asked that all present repeat the Pledge to the American Flag. A Better Hometown Proclamation was presented to Jane Worley and Francis Patterson.

Edgar Land presented the 2004 Audit Report. Mr. Land complimented the mayor and council for holding a work session prior to the regular meeting to review the details of the report. Mr. Land reported that during the year ending September 30, 2004 the net assets of the government activities increased $465,786 or 11.4% and the net assets of the Enterprise Fund increased by $906,870 or 11.4% He also advised that approximately 18.8% of the city's General Fund Revenues came from property taxes and approximately 64% came from other taxes. Mr. Land stated that there were no instances of noncompliance and the only problem noted was segregation of duties due to a limited number of staff. Mr. Land stated that he appreciated the cooperation of the staff in completing the audit and also complimented Janet Jarrard and Lou Wimpy for an excellent job. Mr. Land recommended that the council change their capitalization policy for infrastructure to $5,000. A motion was made by Terry Peters to approve this recommendation retroactive to October 1, 2004. The motion was seconded by Larry Crowel and approved by all members present.

MINUTE APPROVAL:
A motion was made by Larry Crowel to approve the minutes of the regular council meeting held on December 6, 2005. This motion was seconded by Bill Northquest and approved by all members present. A motion was made by Michael Clemons to approve the minutes of the special council meeting held December 22, 2004. This motion was seconded by Bill Northquest and approved by all members present.

PUBLIC HEARINGS
RYMER HOMES-REZONING
City Attorney Doug Parks opened the public hearings. Mr. Parks asked if anyone was present to represent Rymer Homes. John Rymer advised that he is requesting a rezoning from B2 and R2 to PUD for approximately 113 acres located off South Chestatee Street which is the former Mountain Music Park property. Mr. Rymer explained that the rezoning is needed for better site configuration. The property is currently approved for 349 multifamily units. He is also proposing approximately 15 acres for professional medical space and nursing home facilities. There were no comments from the public. Planning Director Chris Head advised that the Dahlonega Planning and Zoning Commission recommended approved of rezoning the property to PUD. Council Member Dudley Owens stated that he is in favor of the rezoning but there are a lot of questions concerning road profiles, utilities, road right of ways and engineering issues that have

not been addressed. Mr. Rymer stated that it is hard to do a complete set of engineered plans unless the zoning is established. After discussion a motion was made by Larry Crowel to rezone the property conditional upon engineered plans for water, sewer and streets being submitted and approved by city staff. Michael Clemons advised that street plans must conform to the city's standards to avoid future problems but the streets will all remain private streets. The motion was approved by all members present.

WENDY'S RESTAURANT SITE PLAN

City Attorney Doug Parks opened the public hearing for Wendy's Site Plan Approval. Pic Lindsay presented the request and advised that the plan is the standard Wendy's design. The property consists of 1.09 acres located off Pine Tree Way. Mr. Lindsay stated that upon approval of the site plans construction will begin later this month. Mr. Lindsey advised that the handicap parking has been changed as recommended by the planning commission. Mayor McCullough advised that a traffic light is needed at the intersection of Morrison Moore Connector and Pine Tree Way. He recommended that a letter be written to all business and property owners to ask for contributions toward the cost of installation of a traffic light. There were no comments from the public concerning this application. Planning Director Chris Head advised that the Dahlonega Planning and Zoning Commission recommended approval of the site plan. A motion was made by Bill Northquest to approve the recommendations of the commission concerning this request. The motion was seconded by Dudley Owens and approved by all members present. Dudley Owens recommended that the Planning Department look at drainage requirements for all the businesses that are located in this area.

HISTORICAL COMMISSION APPEAL
DISCOVER DAHLONEGA REALTY

City Attorney Doug Parks advised that a public hearing is required for the Discover Dahlonega Sign Appeal from the Dahlonega Historical Preservation Commission. Larry Crowel and Terry Peters asked to be recused. Mr. Parks stated that the City's Historical Business District Sign Ordinance authorizes the Dahlonega City Council to consider applications for variance to the provisions of the ordinance. A reversal of the commission's decision shall only be done by the City Council in cases where it is determined that the commission either abused its discretion in reaching its decision, or it erred in the interpretation of the provision of the ordinance. Larry Crowel advised that three months ago he applied for a new sign for Discover Dahlonega Realty and he came before the commission and received approval for the sign. The artist constructed the sign and added a border around the sign which was not approved by the commission. He then filed an application to amend their sign application to include a border design. This application was heard at the November meeting and the commission did not make a motion concerning the application. Mr. Crowel stated that he is not asking for any special favors and he believes he has lived up to all city regulations. This was a mistake made by the artist that designed the sign and he is simply requesting that the border remain on the sign. Mr. Crowel advised that Historical Commission Chairman Gerald Lewy stated that the sign looks better with the border. Gerald Lewy spoke for the Dahlonega Historical Commission and advised that Ordinance 93-1 , Historical Business District Sign Ordinance, instructs the commission to consider twenty different criteria for

each sign application. To overturn the findings of the commission, the council must find that the commission abused their discretion in reaching a decision. Mr. Lewy stated that there are an equal number of signs with and without a border and he requested that the council keeps the ruling as it now stands not to permit a border on the sign. Mr. Parks asked if anyone wished to speak either for or against the appeal. Sam Norton advised that he is the owner of Dahlonega Dessertery. Discover Dahlonega Realty is located in the same building above his business. Mr. Norton stated that the sign looks good with the border and he believes it was an honest mistake. He also stated that there is no issue here as Mr. Crowel should not be held to a higher standard than other business owners and fifty percent of the signs do have a border. There were no other public comments. Council Member Bill Northquest stated that be believes the commission acted appropriately. A motion was made by Michael Clemons to overturn the decision of the commission and to allow the sign for Discover Dahlonega Realty to have a border. This motion was seconded by Guy LaBoa. The motion was approved by the following vote count: Voting for the motion were LaBoa and Clemons. Owens and Northquest voted against the motion and Mayor Gary McCullough broke the tie vote and voted for the motion.

City Attorney Doug Parks closed the public hearings.

CITIZENS:
The council was informed that Bill Dyer had a question concerning the minutes of the Dahlonega Zoning Board of Appeals in which it stated that he had agreed to intersection improvements for his property development on Riley Road. Council members asked that Mr. Dyer be contacted and requested to appear before the council with any questions. A motion was made by Larry Crowel to approve the minutes of the Dahlonega Zoning Board of Appeals Meeting held December 6, 2004. This motion was seconded by Bill Northquest and approved by all members present.

DEPARTMENT REPORTS:
Mayor McCullough noted that department reports have been received from the Dahlonega Planning and Code Enforcement offices for activities during the month of December, 2004. Mayor McCullough advised that a letter has been received from a Sky Country resident concerning soil erosion problems. Mayor McCullough advised that he personally observed the area and all soil erosions controls have been met.

Gerald Lewy advised that the Dahlonega Historic Preservation Commission approved sign applications for St. Luke's Catholic Church located at 91 Park Street North, Crimson Moon, located at 24 North Park Street, and Dahlonega Dessertery, located at 30 Public Square. Election of new officers will be held at the January meeting.

FIRST READING AMENDMENT 17-ORDINANCE 91-9-PARKING REGULATIONS:
A motion was made by Larry Crowel to approve the first reading of Amendment 17 to Ordinance 91-9-Zoning Ordinance to delete Section 606 concerning parking requirements for the B-3 district. Deleting this section would require new buildings to

provide parking. The Dahlonega Planning and Zoning Commission did not take action to delete Section 606 but recommended that a variance be considered on a case by case basis. This motion was seconded by Bill Northquest and approved by all members present.

FIRST READING AMENDMENT 18-ORDINANCE 91-9-SWIMMING POOL REGULATIONS:
The Dahlonega Planning and Zoning Commission recommended amendment to Ordinance 91-9 to delete sections 712.6. This would bring the city into compliance with the state code concerning swimming pool regulations. A motion was made by Terry Peters to approve the first reading of Amendment 18 to Ordinance 91-9 to delete section 712.6. This motion was seconded by Larry Crowel and approved by all members present.

FIRST READING ORDINANCE 2005-1-ANNEXATION:
The Dahlonega Planning and Zoning Commission recommended approval of annexation of approximately 3.29 acres owned by Rymer Development and located off South Chestatee Street adjacent to property formerly known as Mountain Music Park. The property is to be zoned as PUD. A motion was made by Michael Clemons to approve the recommendations of the commission concerning this request. The motion was seconded by Bill Northquest and approved by all members present.

CITY MANAGER'S COMMENTS:
City Manager Bill Lewis advised that an Ethics Resolution was recently enacted in order for the city to be recognized as a City of Ethics by GMA. GMA has requested that a different format be used and in order to have the reformatted Resolution to GMA to be recognized at Mayor's Day the new format was signed. Mr. Lewis requested that the council ratify the attached Resolution. A motion was made by Bill Northquest to approve this recommendation. The motion was seconded by Michael Clemons and approved by all members present.

MAYOR'S COMMENTS:
Mayor Gary McCullough advised that the council had previously approved a method to appoint the office of Mayor Pro-Tem each year using an alphabetical method. New members of the council would fall to the bottom of the list. Mayor McCullough recommended that Michael Clemons be appointed as Mayor Pro-Tem for 2005. A motion was made by Larry Crowel to approve this recommendation. The motion was seconded by Guy LaBoa and approved by all members present. Mayor McCullough thanked Dudley for his service as Mayor Pro-Tem during the last year.

CITY COUNCIL'S COMMENTS:
Guy LaBoa advised that several merchants and citizens have thanked the council for providing additional deputies to patrol the downtown area. Code Enforcement Officer Pam Teal advised that vandalism is down in the downtown area but there have been several incidents of fighting. The mayor and council thanked city employees for their assistance with Old Fashioned Christmas. Terry Peters expressed his appreciation to city

staff for their work completing the FY 04 Audit. Mayor McCullough also stated that he appreciates the support of the council during this past year.

CITY ATTORNEY'S COMMENTS:
City Attorney Doug Parks recommended that the attached Contract for Probation Services be approved by the council. A motion was made by Michael Clemons to approve this recommendation. The motion was seconded by Guy LaBoa and approved by all members present.

ANNOUNCEMENTS:
Mayor McCullough announced that a public hearing will be held on Thursday, January 6 at 6:00 p.m. concerning the Post System of elections. Citizens were encouraged to attend.

ADJOURNMENT:
A motion was made by Bill Northquest to adjourn the meeting at 7:30 p.m. The motion was seconded by Michael Clemons and approved by all members present.

APPROVED BY ME THIS 7th DAY OF Feb, 2005.

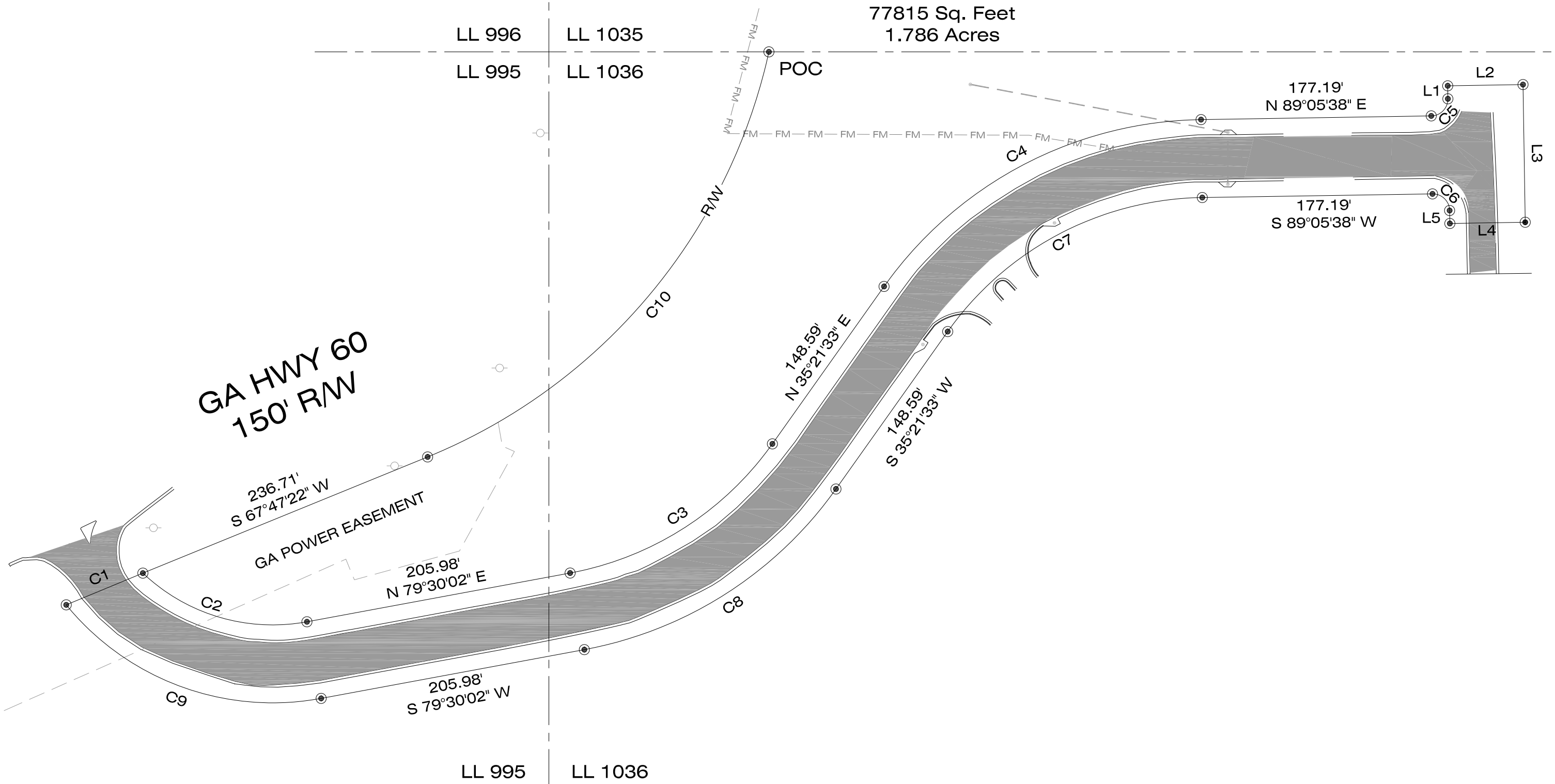
Gary McCullough
MAYOR

Attest:

CITY CLERK

LINE	BEARING	DISTANCE
L1	N 00°54'22" W	10.00'
L2	N 89°05'38" E	58.00'
L3	S 00°54'22" E	106.00'
L4	S 89°05'38" W	58.00'
L5	N 00°54'22" W	10.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	6368.23'	63.86'	63.86'	N 67°30'07" E	0°34'29"
C2	145.00'	136.70'	131.69'	S 73°29'30" E	54°00'57"
C3	245.73'	189.31'	184.67'	N 57°25'48" E	44°08'29"
C4	305.00'	286.04'	275.68'	N 62°13'35" E	53°44'05"
C5	13.00'	20.42'	18.38'	N 44°05'38" E	90°00'00"
C6	13.00'	20.42'	18.38'	N 45°54'22" W	90°00'00"
C7	245.00'	229.77'	221.44'	S 62°13'35" W	53°44'05"
C8	305.73'	235.54'	229.76'	S 57°25'48" W	44°08'29"
C9	205.00'	219.30'	208.99'	N 69°51'14" W	61°17'29"
C10	438.78'	423.95'	407.65'	S 40°06'24" W	55°21'33"



City of Dahlonega
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Dahlonega, GA 30533
Phone : 706-864-6133
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Received From:
CHIP PEARSON

Date: 09/05/2026 Time: 12:29:35 PM
Receipt: 174013 *** REPRINT ***
Cashier: SBELL
Workstation: Drawer: 1

MOUNTAIN PARK DRIVE
REPAIRS ESCROW

ITEM REFERENCE	AMOUNT
97 MISCELLANEOUS MISCELLANEOUS	$170,000.00
TOTAL	$170,000.00
CHECK 1327	$170,000.00
Total Tendered:	$170,000.00
Change:	$0.00