

AGENDA
CARROLL COUNTY, GEORGIA
BOARD OF COMMISSIONERS MEETING
August 4, 2020 - 6:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF AGENDA

6. APPROVAL OF MINUTES

6.I. Minutes - July 7, 2020

Documents:

[200707 MIN.PDF](#)

7. PUBLIC COMMENTS

Speakers limited to three (3) minutes each.

8. PRESENTATIONS

8.I. Proclamation - Purple Heart County

Documents:

[PURPLE HEART.PDF](#)

9. CONSENT AGENDA

Items under this action have been discussed at prior public meetings and will be presented for consideration as a single item. Only one vote will be taken.

9.I. Budget Amendment - Public Works

Consideration of a Budget Amendment for Public Works to transfer funds from Contractual Services to salaries and benefits

9.II. Financial Audit - Rushton And Company, LLC

Consideration of Engagement Letter with Rushton and Company, LLC to perform Carroll County's FY 2019-2020 Financial Audit

Documents:

[2020 ENGAGEMENT LETTER - CARROLL COUNTY GEORGIA.PDF](#)

10. BUSINESS SESSION

10.I. Code Of Ordinances - Resolution

Consideration of a Resolution and Ordinance by Carroll County Board of Commissioners to Amend Article IV of Chapter 38 of the Carroll County Code of Ordinances, entitled "Post Development Stormwater Management for New Development and Redevelopment in MS4 Urbanized Areas"

-Brian Kent, County Engineer

Documents:

[EXHIBIT B ARTICLE_IV](#)

[__POST_DEVELOPMENT_STORMWATER_MANAGEMENT_FOR_NEW_DEVELOPMENT_AND_REDEVELOPMENT_IN_MS4_PERMITTED_AREAS \(ACCEPTED\).PDF](#)

[RESOLUTION TO AMEND ARTIV POST DEVELOPMENT - BOC AUG 2020.PDF](#)

[EXHIBIT A COUNTY MAINTENANCE AGREEMENT.PDF](#)

11. ZONING SESSION

- Janet Hyde, County Planner

11.I. PUBLIC HEARING: Zoning Ordinance Amendment

Consideration of a Resolution and Ordinance of the Board of Commissioners of Carroll County regarding Amendments to the Carroll County Zoning Regulations

-Stacey Blackmon, County Attorney

Documents:

[REDLINE ZONING ORDINANCE CHANGES.PDF](#)

[RESOLUTION TO AMEND THE ZONING ORDINANCE.PDF](#)

12. EXECUTIVE SESSION

13. ADJOURNMENT

Persons with special needs relating to handicapped accessibility, disability, or foreign language shall contact the County Clerk at (770) 830-5800 at least five days prior to the meeting. This person can be located at the Commission Office, Historic Court House at 323 Newnan Street, Room 200, Carrollton, Georgia between the hours of 8:00 AM and 5:00 PM, Monday through Friday.



MINUTES

CARROLL COUNTY, GEORGIA

BOARD OF COMMISSIONERS MEETING

July 7, 2020
6:00 P.M.

Notice: A complete video recording of this meeting can be viewed at www.carrollcountyga.com

The Board of Commissioners held a meeting on Tuesday, July 7, 2020, in the Carroll County Historic Court House, 323 Newnan Street, Carrollton, Georgia.

Commissioners Present:	Michelle Morgan, Chairman Clint M. Chance, District 2 Tommy Lee, District 3 Steve Fuller, District 4 Ernie Reynolds, District 5 George Chambers, District 6
Commissioners Absent:	Montrell McClendon, District 1
Staff Present:	Stacey Blackmon, County Attorney Susan Mabry, County Clerk Kristy McAdams, Deputy Clerk

CALL TO ORDER, INVOCATION, AND PLEDGE OF ALLEGIANCE

Chairman Morgan called the July 7, 2020 Board of Commissioners meeting to order at 6:00 p.m. Lt. Richard Harrison of the Carroll County Sheriff's Office offered the Invocation and Boy Scout Troop 138 led the Pledge of Allegiance.

APPROVAL OF AGENDA

The July 7, 2020 Agenda was unanimously **approved** with the removal of Item 10.I Rezoning – Lovell Road on a motion by Commissioner Reynolds and seconded by Commissioner Chambers.

APPROVAL OF MINUTES

The minutes of the May 28, 2020, Work Session; June 2, 2020, Commission Meeting; June 11, 2020, Work Session; and June 16, 2020, Special Called Meeting were unanimously **approved** as previously circulated, on a motion by Commissioner Chance and seconded by Commissioner Reynolds.

PUBLIC COMMENTS

Public comments were made by Sam Pyle, John Wright, Chuck Mulkey, Richard Whitten, Kent Buchanan, Tonya Spinks, Samantha Bailey, Jenny Cormin, Victor Parrish, Kenneth Frasier, Christian Daniel, Pam Malone, Norma Jean Kitty, and Sierra Leone. Comments were tendered on the following subjects: Confederate Monument and Rock Quarry.

8. FINANCIAL SESSION

8. I. Financial Recap – May 2020

Finance Director, Alecia Searcy presented the financial recap of County funds as of May 31, 2020 reporting revenues to date totaling \$54,637,622, expenditures to date totaling \$43,331,836, and a fund balance of \$21,445,384.

8. II. Contract for Appraisal Services

On a motion by Commissioner Reynolds and seconded by Commissioner Chance, the Commission voted 6-0 (McClendon absent) to **approve** a contract between Carroll County, Georgia, and GMASS, Inc. for Appraisal Services for Commercial and Industrial Properties.

8. III. GSP – Asbestos Abatement

On a motion by Commissioner Chance and seconded by Commissioner Fuller, the Commission voted 6-0 (McClendon absent) to **approve** Kadina Inc.'s bid for an Asbestos Abatement at the former State Patrol Post building in Villa Rica in the amount of \$42,850.

On a motion by Commissioner Chance and seconded by Commissioner Chambers, the Commission voted 6-0 (McClendon absent) to **approve** Contour Engineering for inspection services once the Asbestos Abatement process has been completed at the former State Patrol Post building in Villa Rica, the amount should not exceed \$1,950.

8. IV. 306 Tanner Street - Lease

On a motion by Commissioner Chance and seconded by Commissioner Fuller, the Commission voted 6-0 (McClendon absent) to **approve** a one-year Lease between Fairview Partnership, L.L.P., and Carroll County, Georgia for the property located at 306 Tanner Street, and currently housing the Public Defender's Office.

8. V. Quick Response Vehicle – Fairfield Plantation

On a motion by Commissioner Chance and seconded by Commissioner Lee, the Commission voted 6-0 (McClendon absent) to **approve** Pioneer Ford's bid on a New ¾ Ton Service Body Pick –Up Truck to be used as a Quick Response Vehicle for Fairfield Plantation in the amount of \$39,429 with additions totaling \$4,341.89 for a total amount of \$43,770.89 to be funded through SPLOST. Title to be transferred to Fairfield Plantation after purchased.

9. BUSINESS SESSION

9. I. Mineral Excavation Moratorium

On a motion by Commissioner Reynolds and seconded by Commissioner Chambers, the Commission voted 6-0 (McClendon absent) to **approve** a Resolution enacting a Moratorium for 60 days on the acceptance of applications and the issuance of land disturbance and other permits in the Agricultural Zoning District for development of mining sites and mineral and natural material removal.

9. II. Appointment – Family and Children Services

On a motion by Commissioner Chance and seconded by Commissioner Fuller, the Commission voted 6-0 (McClendon absent) to **reappoint** Kim Jones to the Carroll County Board of Family and Children Services to fill a term that expired June 30, 2020.

9. III. Appointment – Region Six

On a motion by Commissioner Reynolds and seconded by Commissioner Chance, the Commission voted 6-0 (McClendon absent) to **reappoint** Edith Haney to the Region Six Behavioral Health and Developmental Disabilities (DBHDD) Planning Board to fill a term that expired June 30, 2020.

9. IV. PUBLIC HEARING: Hutcheson Ferry Road - Abandonment

Chairman Morgan opened the public hearing. Paul Diment asked for clarification on the proposed abandonment. Chairman Morgan closed the public hearing.

On a motion by Commissioner Reynolds and seconded by Commissioner Fuller, the Commission voted 6-0 (McClendon absent) to **approve** a resolution by the Board of Commissioners of Carroll County, Georgia to abandon a portion of Hutcheson Ferry Road.

9. V. PUBLIC HEARING: Butler Road - Abandonment

Chairman Morgan opened the public hearing. There were no comments made. Chairman Morgan closed the public hearing.

On a motion by Commissioner Chambers and seconded by Commissioner Fuller, the Commission voted 6-0 (McClendon absent) to **approve** a resolution by the Board of Commissioners of Carroll County, Georgia to abandon a portion of Butler Road.

10. ZONING SESSION

- Janet Hyde, County Planner

10. I. Rezoning – Lovell Road

This item was removed by the applicant.

11. ADJOURNMENT

There being no further business to come before the Commission, the same was adjourned at 7:13 p.m. on a motion by Commissioner Chambers and seconded by Commissioner Reynolds.

Respectfully Submitted:

Susan A. Mabry, County Clerk

Michelle Morgan, Chairman

Proclamation



Declaring Carroll County a Purple Heart County

WHEREAS, the Purple Heart is the oldest military decoration still in present use and was initially created by George Washington in 1782, as the “Badge of Military Merit”; and

WHEREAS, the mission of the Military Order of the Purple Heart, is to foster an environment of goodwill among the combat-wounded veteran members and their families; to promote patriotism; to support related legislative initiatives; and, most importantly, to make sure we never forget the sacrifices made by those so decorated; and

WHEREAS, the people of Carroll County in the state of Georgia have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm’s way for the good of all; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women from Carroll County who served in the Armed Forces have been vital in maintaining the freedom and way of life enjoyed by our citizens; and

WHEREAS, we encourage all citizens to join us in recognizing and commending all active American Military Service Men and Women, Veterans, and Fallen Military Heroes, especially those who have gallantly earned a Purple Heart in the name of freedom.

NOW, THEREFORE, we the Carroll County Board of Commissioners, on behalf of the Citizens of Carroll County, do hereby proclaim Carroll County as a **PURPLE HEART COUNTY**.

IN WITNESS WHEREOF, we have set our hands on this 4th day of August of the year of Two Thousand and Twenty.

Michelle Morgan, Chairman

Clint Chance, Commissioner

Steve Fuller, Commissioner

Tommy Lee, Commissioner

Montrell McClendon, Commissioner

Ernie Reynolds, Commissioner

George Chambers, Commissioner

June 30, 2020

To the Honorable Chairman and
Members of the Board of Commissioners
Carroll County, Georgia

We are pleased to confirm our understanding of the services we are to provide Carroll County, Georgia for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Carroll County, Georgia as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Carroll County, Georgia's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Carroll County, Georgia's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Changes in the Net Pension Liability and Related Ratios
3. Schedule of Contributions
4. Notes to the Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies Carroll County, Georgia's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Combining and individual fund statements and schedules.
2. Schedule of projects financed with special purpose local option sales tax.
3. Schedule of expenditures of federal awards, if applicable.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners of Carroll County, Georgia. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as

evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program.

However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Carroll County, Georgia's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Carroll County, Georgia's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of those procedures will be to express an opinion on Carroll County, Georgia's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Carroll County, Georgia in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government

programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on July 22, 2020.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal

awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and the related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Georgia Department of Audits and Accounts; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Rushton & Company, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Rushton & Company's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately July 22, 2020 and to issue our reports no later than December 4, 2020. Clay Pilgrim is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$97,800 for the financial statement audit, and \$5,000 for a Single Audit, if required. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Carroll County, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Rushton & Company, LLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of Carroll County, Georgia.

Management Signature: _____

Title: _____

Date: _____

Governance Signature: _____

Title: _____

Date: _____

EXHIBIT "B" ARTICLE IV. - POST-DEVELOPMENT STORMWATER MANAGEMENT FOR NEW DEVELOPMENT AND REDEVELOPMENT IN MS4 URBANIZED AREAS

Sec. 38-61. - General provisions.

- (a) *Purpose and intent.* The purpose of this article is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-construction stormwater runoff and nonpoint source pollution associated with new development and redevelopment. Proper management of post-construction stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. Additionally, Carroll County is required to comply with several State and Federal laws, regulations and permits and the requirements of the Metropolitan North Georgia Water Planning District's regional Water plan related to managing the water quantity, velocity, and quality of post-construction stormwater runoff.

Sec. 38-62. Definitions. For this Article, the terms below shall throughout the MS4 urbanized area of the County have the following meanings:

administrator means the County Department of Community Development is hereby appointed to administer and implement this Article on Post-Construction Stormwater Management for New Development and Redevelopment in accordance with Section 38-65 and hereafter referred to and the "County".

applicant means a person submitting a land development application for approval.

Aquifer means any stream (rock layer) or zone of rock beneath the surface of the earth capable of containing or producing water from a well. (Note: This is the same definition used in the Groundwater Use Act).

BMP or Best Management Practice means both structural devices to store or treat stormwater runoff and non-structural programs or practices which are designed to prevent or reduce the pollution of the waters of the State of Georgia.

BMP landscaping plan means a design for vegetation and landscaping that is critical to the performance and function of the BMP including how the BMP will be stabilized and established with vegetation. It shall include a layout of plants and plant names (local and scientific).

Channel means a natural or artificial watercourse with a definite bed and banks that conveys continuously or periodically flowing water.

detention means the temporary storage of stormwater runoff in a stormwater management facility for the purpose of controlling the peak discharge.

detention facility means a structure designed for the storage and gradual release of stormwater runoff at controlled rates.

development means new development or redevelopment.

extended detention means the storage of stormwater runoff for an extended period, of time.

extreme flood protection means measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

flooding means a volume of surface water that exceeds the banks or walls of a BMP or channel; and overflows onto adjacent lands.

Groundwater recharge area. Synonymous with "aquifer recharge area." An area of the earth's surface where water infiltrates the ground, thereby replenishing the groundwater supplies within an aquifer.

GSMM means the latest edition of the Georgia Stormwater Management Manual, Volume 2: Technical Handbook, and its Appendices.

hotspot means a land use or activity on a site that has the potential to produce higher than normally found levels of pollutants in stormwater runoff. As defined by the administrator, hotspot land use may include gasoline stations, vehicle service and maintenance areas, industrial facilities (both permitted under the Industrial Stormwater General Permit and others), material storage sites, garbage transfer facilities, and commercial parking lots with high-intensity use.

impervious surface means a surface composed of any material that significantly impedes or prevents the natural infiltration of water into the soil.

Industrial Stormwater General Permit means the National Pollutant Discharge Elimination System (NPDES) permit issued by Georgia Environmental Protection Division to an industry for stormwater discharges associated with industrial activity. The permit regulates pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies based on Standard Industrial Classification (SIC) Code.

Land-disturbing activity means any activity that may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands within the state, including, but not limited to, clearing, dredging, grading, excavating, transporting, and filling of land but not including exempt practices as described in subsection 38-62(b)(2).

infiltration means the process of percolating stormwater runoff into the subsoil.

inspection and maintenance agreement means a written agreement providing for the long-term inspection, operation, and maintenance of the stormwater management system and its components on a site.

land development application means the application for a land development permit on a form provided by the County along with the supporting documentation required in Section [Y]-10(a).

land development permit means the authorization necessary to begin construction related, land-disturbing activity

land disturbing activity means any activity which may result in soil erosion from water or wind and the movement of sediments into state water or onto lands within the state, including but not limited to clearing, dredging, grading, excavating, and filling of land. Land disturbing activity does not include agricultural practices as described O.C.G.A. 12-7-17(5) or silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities.

linear feasibility program means a feasibility program developed by the County and submitted to the Georgia Environmental Protection Division, which sets reasonable criteria for determining when

implementation of stormwater management standards for linear transportation projects being constructed by Carroll County is infeasible.

linear transportation projects means construction projects on traveled ways including but not limited to roads, sidewalks, multi-use paths and trails, and airport runways and taxiways.

MS4 Permit means the NPDES permit issued by Georgia Environmental Protection Division for discharges from the County's municipal separate storm sewer system.

new development means land disturbing activities, structural development (construction, installation or expansion of a building or structure), and/or creation of impervious surfaces on a previously undeveloped site.

nonpoint source pollution means a form of water pollution that does not originate from a discrete point such as a wastewater treatment facility or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials and other contaminants from land to surface water or groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Nonpoint source pollution is a by-product of land use practices such as agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

Nonstructural stormwater management practice or *nonstructural practice* means any natural or planted vegetation or other nonstructural component of the stormwater management plan that provides for or enhances stormwater quantity and/or quality control or other stormwater management benefits, and includes, but is not limited to, riparian buffers, open and greenspace areas, overland flow filtration areas, natural depressions, and vegetated channels.

Outfall means the location where stormwater in a discernible, confined and discrete conveyance, leaves a facility or site or, if there is a receiving water on site, becomes a point source discharging into that receiving water.

overbank flood protection means measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e. flow events that exceed the capacity of the channel and enter the floodplain),

owner means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

person means, , any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the state, any interstate body or any other legal entity.

Pollution susceptibility means the relative vulnerability of groundwater to pollution from chemical spills, leaching of pollutants from dump sites, animal waste from agricultural operations or pollution generated by other human activities.

Pollution susceptibility map(s) means maps prepared by the state department of natural resources (DNR) that show the relative susceptibility of groundwater to pollution. Pollution susceptibility maps categorize the land areas of the state into areas of high, medium and low groundwater pollution potential.

post-construction stormwater management means stormwater best management practices that are used on a permanent basis to control and treat runoff once construction has been completed in accordance with a stormwater management plan.

post-development means the conditions anticipated to exist on site immediately after completion of the proposed development.

practicability policy means the latest edition of the Metropolitan North Georgia Water Planning District's Policy on Practicability Analysis for Runoff Reduction.

pre-development means the conditions that exist on a site immediately before the implementation of the proposed development. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time before the first item being approved or permitted shall establish pre-development conditions.

pre-development hydrology means (a) for new development, the runoff curve number determined using natural conditions hydrologic analysis based on the natural, undisturbed condition of the site immediately before implementation of the proposed development; and (b) for redevelopment, the existing conditions hydrograph may take into account the existing development when defining the runoff curve number and calculating existing runoff, unless the existing development causes a negative impact on downstream property.

previously developed site means a site that has been altered by paving, construction, and/or land disturbing activity.

redevelopment means structural development (construction, installation, or expansion of a building or other structure), creation or addition of impervious surfaces, replacement of impervious surfaces not as part of routine maintenance, and land disturbing activities associated with structural or impervious development on a previously developed site. Redevelopment does not include such activities as exterior remodeling.

routine maintenance means activities to keep an impervious surface as near as possible to its constructed condition. This includes ordinary maintenance activities, resurfacing paved areas, and exterior building changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

runoff means stormwater runoff.

site means an area of land where development is planned, which may include all or portions of one or more parcels of land. For subdivisions and other common plans of development, the site includes all areas of land covered under an applicable land development permit.

Significant groundwater recharge areas are areas mapped by DNR in Hydrologic Atlas 18 (1989 Edition). Mapping of recharge areas is based on outcrop area, lithology (chemical nature and form of the rock), soil type and thickness, slope, density of lithologic contacts, geologic structure, presence of "karst" topography (sinkholes, caves, and fissures associated with limestone and other carbonate rocks), and potentiometric surfaces.

stormwater concept plan means an initial plan for post-construction stormwater management at the site that provides the groundwork for the stormwater management plan including the natural

resources inventory, site layout concept, initial runoff characterization, and first round stormwater management system design.

stormwater management plan means a plan for post-construction stormwater management at the site that meets the requirements of Section [Y]-8(d) and is included as part of the land development application.

stormwater management standards means those standards set forth in Section 38-68.

stormwater management system means the entire set of non-structural site design features and structural BMPs for collection, conveyance, storage, infiltration, treatment, and

subdivision means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

Other terms used but not defined in this Article shall be interpreted based on how such terms are defined and used in the GSMM and the County's MS4 permit.

Sec. 38-63. - Groundwater recharge area protection.

- (a) *Introduction.* In order to provide for the health, safety and welfare of the public and a healthy economic climate within the county and surrounding communities, it is essential that the quality of the county's water resources be ensured for public use. For this reason, it is necessary to protect the subsurface water resources of the county.
- (b) *Establishment of a groundwater recharge area district.* A groundwater recharge area district is hereby established that shall correspond to all lands within the jurisdiction of the county that are mapped as significant groundwater recharge areas by the state department of natural resources in Hydrologic Atlas 18, 1989 Edition.
- (c) *Determination of pollution susceptibility.* Groundwater recharge areas in the county are located in low pollution susceptibility areas, based on the Georgia Pollution Susceptibility Map prepared by the state department of natural resources in Hydrologic Atlas 20, 1992 Edition.
- (d) *Submittal requirements.* With the exception of activities identified in (3) below that are exempt from this article, any land-disturbing activity in a groundwater recharge area district shall identify the groundwater recharge area district on any submittals to the county including, but not limited to a site plan, preliminary plat, or a final plat, depending on the nature of the development.

The following information, in addition to any other requirements for site plans, preliminary plats, or final plats per the county development regulations, is required for all development within groundwater recharge areas:

- (1) Location and detailed design of any spill and leak collection systems designed for the purpose of containing accidentally released hazardous or toxic materials.
- (2) All development activities or site work conducted after site plan, preliminary plat, or final plat approval shall conform to specifications of said site plan, preliminary plat, or final plat. Significant changes to the site plan, preliminary plat, or final plat that alter the amount and

velocity of stormwater runoff from the site, increase the amount of impervious surface within the development, alter the overall density of development, result in an increase in the amount of excavation, fill or removal of vegetation during construction or otherwise result in an alteration of the overall appearance of the development as proposed, can be amended only with the approval by Carroll County.

- (3) The following activities are exempt from the requirements of this article:
 - a. Repairs to a facility that is part of a previously approved and permitted development.
 - b. Construction of minor structures, such as sheds or additions to single-family residences.

(e) *Groundwater protection standards.*

- (1) New waste disposal facilities must have synthetic lines and leachate collection systems.
- (2) A SCS approved liner must be provided for new agricultural waste impoundments exceeding 50 acre-feet. As a minimum, the liner shall be constructed of compacted clay having a thickness of one foot and a vertical hydraulic conductivity of less than 5×10^{-7} cm/sec or other criteria established by the natural resources conservation service.
- (3) No land disposal of hazardous waste shall be permitted within any significant groundwater recharge area.
- (4) For all significant groundwater recharge areas, the handling, storage and disposal of hazardous materials shall take place on an impermeable surface having spill and leak protection approved by the state department of natural resources, environmental protection division (EPD). New facilities that handle hazardous materials of the types listed in section 312 of the Resource Conservation and Recovery Act of 1976 (excluding underground storage tanks) and in the amounts of 10,000 pounds or more on any one day, shall perform their operations on impervious surfaces and in conformance with any applicable federal spill prevention requirements and local fire code requirements.
- (5) For all significant groundwater recharge areas, new above ground chemical or petroleum storage tanks larger than 660 gallons must have secondary containment of 110 percent of tank volume or 110 percent of the largest tanks in a cluster of tanks.
- (6) No construction may proceed on a building or mobile home to be served by a septic tank unless the county health department first approves the proposed septic tank installations as meeting the requirements of the Georgia Department of Human Resources Manual for On-Site Sewage Management Systems (hereinafter referred to as DHR manual) and this article.
- (7) Minimum lot size for new homes served by an individual septic tank/drain field system will be based on table MT-1 of the DHR manual and the criteria for protection of groundwater recharge areas, A through D. Minimum lot or space size for mobile homes served by an individual septic tank/drain field system will be based on table MT-2 of the DHR manual and the criteria for protection of groundwater recharge areas, A through D. Section M, lot sizing of the DHR manual states in the criteria for protection of groundwater area, that if a local government requires a larger lot size than that required by (2A) of the DHR manual for homes or (2B) of the DHR manual for mobile homes, the larger lot size shall be used. Section M, lot sizing of the DHR manual is included as an addendum to this article.

- (a) In implementing this Article, the County shall use and require compliance with all relevant design standards, calculations, formulas, methods, and other guidance from the GSMM as well as all related appendices.
- (b) This Article is not intended to modify or repeal any other Article, ordinance, rule, regulation or other provision of law, including but not limited to any applicable stream buffers under state and local laws, and the Georgia Safe Dams Act and Rules for Dam Safety. In the event of any conflict or inconsistency between any provision in the County's MS4 permit and this Article, the provision from the MS4 permit shall control. In the event of any conflict or inconsistency between any provision of this Article and the GSMM, the provision from this Article shall control. In the event of any other conflict or inconsistency between any provision of this Article and any other ordinance, rule, regulation or other provision of law, the provision that is more restrictive or imposes higher protective standards for human health or the environment shall control.
- (c) If any provision of this Article is invalidated by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this Article.

Sec 38-65. Designation of Administrator. The Chairman of the Board of Commissioners may from time to time appoint someone to administer and implement this Article and hereafter referred to as the "County".

Sec 38-66. Applicability Criteria for Stormwater Management Standards. This Article applies to the following activities:

- (a) New development that creates or adds 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre of land or greater;
- (b) Redevelopment (excluding routine maintenance and exterior remodeling) that creates, adds, or replaces 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre or more;
- (c) New development and redevelopment if:
 - (1) such new development or redevelopment is part of a subdivision or other common plan of development, and
 - (2) the sum of all associated impervious surface area or land disturbing activities that are being developed as part of such subdivision or other common plan of development meets or exceeds the threshold in (a) and (b) above;
- (d) Any commercial or industrial new development or redevelopment, regardless of size, that is a hotspot land use as defined in this Article; and
- (e) Linear transportation projects that exceed the threshold in (a) or (b) above.

Sec 38-67. Exemptions from Stormwater Management Standards. This Article does not apply to the following activities:

- (a) Land disturbing activity conducted by local, state, authority, or federal agencies, solely to respond to an emergency need to protect life, limb, or property or conduct emergency repairs;
- (b) Land disturbing activity that consists solely of cutting a trench for utility work and related pavement replacement;
- (c) Land disturbing activity conducted by local, state, authority, or federal agencies, whose sole purpose is to implement stormwater management or environmental restoration;
- (d) Repairs to any stormwater management system deemed necessary by the administrator;
- (e) Agricultural practices as described O.C.G.A. 12-7-17(5) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in 38-66 (a) or (b);
- (f) Silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in 38-66 (a) or (b);
- (g) Installations or modifications to existing structures solely to implement Americans with Disabilities Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits; and
- (h) Linear transportation projects being constructed by the County to the extent the administrator determines that the stormwater management standards may be infeasible to apply, all or in part, for any portion of the linear transportation project. For this exemption to apply, an infeasibility report that is compliant with the County linear feasibility program shall first be submitted to the administrator that contains adequate documentation to support the evaluation for the applicable portion(s) and any resulting infeasibility determination, if any, by the administrator.

Section 38-68. Stormwater Management Standards. Subject to the applicability criteria in Section 38-66 and exemptions in Section 38-67, the following stormwater management standards apply. Additional details for each standard can be found in the GSMM Section 2.2.2.2:

- (a) Design of Stormwater Management System: The design of the stormwater management system shall be in accordance with the applicable sections of the GSMM as directed by the administrator. Any design which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.
- (b) Natural Resources Inventory: Site reconnaissance and surveying techniques shall be used to complete a thorough assessment of existing natural resources, both terrestrial and aquatic, found on the site. Resources to be identified, mapped, and shown on the Stormwater Management Plan, shall include, at a minimum (as applicable): (i) Topography (minimum of 2-foot contours) and Steep

Slopes (i.e., Areas with Slopes Greater Than 15%), (ii) Natural Drainage Divides and Patterns, (iii) Natural Drainage Features (e.g., swales, basins, depressional areas), (iv) Natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers, drinking water wellhead protection areas and river corridors, (v) Predominant soils (including erodible soils and karst areas), and (vi) Existing predominant vegetation including trees, high quality habitat and other existing vegetation.

(c) Better Site Design Practices for Stormwater Management: Stormwater management plans shall preserve the natural drainage and natural treatment systems and reduce the generation of additional stormwater runoff and pollutants to the maximum extent practicable. Additional details can be found in the GSMM Section 2.3.

(d) Stormwater Runoff Quality/Reduction: Stormwater Runoff Quality/Reduction shall be provided by using the following:

(1) For development with a stormwater management plan submitted before December 6, 2020 the applicant may choose either (A) Runoff Reduction or (B) Water Quality.

(2) For development with a stormwater management plan submitted on or after December 6, 2020 the applicant shall choose (A) Runoff Reduction and additional water quality shall not be required. To the extent (A) Runoff Reduction has been determined to be infeasible for all or a portion of the site using the Practicability Policy, then (B) Water Quality shall apply for the remaining runoff from a 1.2 inch rainfall event and must be treated to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM.

(A) Runoff Reduction - The stormwater management system shall be designed to retain the first 1.0 inch of rainfall on the site using runoff reduction methods, to the maximum extent practicable.

(B) Water Quality – The stormwater management system shall be designed to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM for runoff from a 1.2 inch rainfall event.

(3) If a site is determined to be a hotspot as detailed in Section 38-66, the County may require the use of specific or additional components for the stormwater management system to address pollutants of concern generated by that site.

(e) Stream Channel Protection: Stream channel protection shall be provided by using all of the following three approaches:

(1) 24-hour extended detention storage of the 1-year, 24-hour return frequency storm event;

(2) Erosion prevention measures, such as energy dissipation and velocity control; and

- (3) Preservation of any applicable stream buffer.
- (f) Overbank Flood Protection: Downstream overbank flood protection shall be provided by controlling the post-development peak discharge rate to the pre-development rate for the 25-year, 24-hour storm event.
- (g) Extreme Flood Protection: Extreme flood protection shall be provided by controlling the 100-year, 24-hour storm event such that flooding is not exacerbated.
- (h) Downstream Analysis: Due to peak flow timing and runoff volume effects, some structural components of the stormwater management system fail to reduce discharge peaks to pre-development levels downstream from the site. A downstream peak flow analysis shall be provided to the point in the watershed downstream of the site or the stormwater management system where the area of the site comprises 10% of the total drainage area in accordance with Section 3.1.9 of the GSMM. This is to help ensure that there are minimal downstream impacts from development on the site. The downstream analysis may result in the need to resize structural components of the stormwater management system.

(1) Stormwater Management System Inspection and Maintenance: The components of the stormwater management system that will not be dedicated to and accepted by the County, including all drainage facilities, best management practices, credited conservation spaces, and conveyance systems, shall have an inspection and maintenance agreement to ensure that they continue to function as designed. All new development and redevelopment sites are to prepare a comprehensive inspection and maintenance agreement for the on-site stormwater management system. This plan shall be written in accordance with the requirements in Section 38-77.

Section 38-69. Pre-Submittal Meeting, Stormwater Concept Plan, and Stormwater Management Plan Requirements.

- (a) Before a land development permit application is submitted, an applicant may request a pre-submittal meeting with the County. The pre-submittal meeting should take place based on an early step in the development process such as before site analysis and inventory (GSMM Section 2.4.2.4) or the stormwater concept plan (GSMM Section 2.4.2.5). The purpose of the pre-submittal meeting is to discuss opportunities, constraints, and ideas for the stormwater management system before formal site design engineering. To the extent applicable, local and regional watershed plans, greenspace plans, trails and greenway plans, and other resource protection plans should be consulted in the pre-submittal meeting. Applicants must request a pre-submittal meeting with the County when applying for a Determination of Infeasibility through the Practicability Policy.
- (b) The stormwater concept plan shall be prepared using the minimum following steps:
 - (1) Develop the site layout using better site design techniques, as applicable (GSMM Section 2.3).

(2) Calculate preliminary estimates of the unified stormwater sizing criteria requirements for stormwater runoff quality/reduction, channel protection, overbank flooding protection and extreme flood protection (GSMM Section 2.2).

(3) Perform screening and preliminary selection of appropriate best management practices and identification of potential siting locations (GSMM Section 4.1).

(c) The stormwater concept plan shall contain:

(1) Common address and legal description of the site,

(2) Vicinity map, and

(3) Existing conditions and proposed site layout mapping and plans (recommended scale of 1" = 50'), which illustrate at a minimum:

(A) Existing and proposed topography (minimum of 2-foot contours),

(B) Perennial and intermittent streams,

(C) Mapping of predominant soils from USDA soil surveys,

(D) Boundaries of existing predominant vegetation and proposed limits of clearing and grading,

(E) Location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.),

(F) Location of existing and proposed roads, buildings, parking areas and other impervious surfaces,

(G) Existing and proposed utilities (e.g., water, sewer, gas, electric) and easements,

(H) Preliminary estimates of unified stormwater sizing criteria requirements,

(I) Preliminary selection and location, size, and limits of disturbance of proposed BMPs,

(J) Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains,

(K) Flow paths,

(L) Location of the boundaries of the base flood floodplain, futureconditions floodplain, and the floodway (as applicable) and relationship of site to upstream and downstream properties and drainage, and

(M) Preliminary location and dimensions of proposed channel modifications, such as bridge or culvert crossings.

The county's subdivision regulations, watershed overlay, greenspace overlay (if applicable), and other applicable ordinances shall apply in addition to this article.

- (d) The stormwater management plan shall contain the items listed in this article, including the performance criteria set forth in section 38-66.

This plan shall be in accordance with the criteria established in this section and must be submitted with the stamp and signature of a Professional Engineer (PE) or a registered Landscape Architect licensed in the State of Georgia, who must verify that the design of all stormwater management facilities and practices meet the submittal requirements outlined in the submittal checklist(s) items (3), (4), (5), and (6). The overall site plan must be stamped by a design professional licensed in the State of Georgia for such purpose. (GSMM Section 2.4.2.7) found in the stormwater design manual.

- (1) Natural Resources Inventory
 - (2) Stormwater Concept Plan
 - (3) Existing Conditions Hydrologic Analysis
 - (4) Post-Development Hydrologic Analysis
 - (5) Stormwater Management System
 - (6) Downstream Analysis
 - (7) Erosion and Sedimentation Control Plan
 - (8) BMP Landscaping Plan
 - (9) Inspection and Maintenance Agreement
 - (10) Evidence of Acquisition of Applicable Local and Non-Local Permits
 - (11) Determination of Infeasibility (if applicable)
- (e) For redevelopment and to the extent existing stormwater management structures are being used to meet stormwater management standards the following must also be included in the stormwater management plan for existing stormwater management structures
 - (1) As-built Drawings
 - (2) Hydrology Reports
 - (3) Current inspection of existing stormwater management structures with deficiencies noted
 - (4) BMP Landscaping Plans

Section 38-70. Application Fee. The fee for review of any land development application shall be based on the fee structure established by the County and payment shall be made before the issuance of any land disturbance permit or building permit for the development.

Section 38-71. Application Procedures. Land development applications are handled as part of the process to obtain the land disturbance permit pursuant to CH 38 or building permit CH 18, as applicable. Before any person begins development on a site, the owner of the site shall first obtain approval in accordance with the following procedure:

- (a) File a land development application with the County on the County's form of application with the following supporting materials:
 - (1) the stormwater management plan prepared in accordance with Section 38-69 (d),
 - (2) a certification that the development will be performed in accordance with the stormwater management plan once approved,
 - (3) an Erosion Sedimentation and Pollution Control plan with supporting hydrology and
 - (4) an acknowledgement that applicant has reviewed the County's form of inspection and maintenance agreement and that applicant agrees to sign and record such inspection and maintenance agreement before the final inspection.
- (b) The administrator shall inform the applicant whether the application and supporting materials are approved or disapproved.
- (c) If the application or supporting materials are disapproved, the administrator shall notify the applicant of such fact in writing. The applicant may then revise any item not meeting the requirements hereof and resubmit the same for the administrator to again consider and either approve or disapprove.
- (d) If the application and supporting materials are approved, the County may issue the associated land disturbance permit or building permit, provided all other legal requirements for the issuance of such permits have been met. The stormwater management plan included in such applications becomes the approved stormwater management plan.

Section 38-72. Compliance with the Approved Stormwater Management Plan. All development shall be:

- (a) consistent with the approved stormwater management plan and all applicable land disturbance and building permits, and
- (b) conducted only within the area specified in the approved stormwater management plan.

No changes may be made to an approved stormwater management plan without review and advanced written approval by the administrator.

Section 38-73. Inspections to Ensure Plan Compliance During Construction. Periodic inspections of the stormwater management system during construction shall be conducted by the staff of the County or conducted and certified by a professional engineer who has been approved by the County. Inspections

shall use the approved stormwater management plan for establishing compliance. All inspections shall be documented with written reports that contain the following information:

- (a) The date and location of the inspection;
- (b) Whether the stormwater management system is in compliance with the approved stormwater management plan;
- (c) Variations from the approved stormwater management plan; and
- (d) Any other variations or violations of the conditions of the approved stormwater management plan.

Section 38-74. Final Inspection; As-Built Drawings; Delivery of Inspection and Maintenance Agreement. Upon completion of the development, the applicant is responsible for:

- (a) Certifying that the stormwater management system is functioning properly and was constructed in conformance with the approved stormwater management plan and associated hydrologic analysis,
- (b) Submitting as-built drawings showing the final design specifications for all components of the stormwater management system as certified by a professional engineer,
- (c) Certifying that the landscaping is established and installed in conformance with the BMP landscaping plan, and
- (d) Delivering to the County a signed inspection and maintenance agreement that has been recorded by the owner in the property record for all parcel(s) that make up the site.

The required certification under part (a) shall include a certification of volume, or other performance test applicable to the type of stormwater management system component, to ensure each component is functioning as designed and built according to the design specifications in the approved stormwater management plan. This certification and the required performance tests shall be performed by a qualified person and submitted to the County with the request for a final inspection. The County shall perform a final inspection with applicant to confirm applicant has fulfilled these responsibilities.

Section 38-75. Violations and Enforcement. Any violation of the approved stormwater management plan during construction, failure to submit as-built drawings, failure to submit a final BMP landscaping plan, or failure of the final inspection shall constitute and be addressed as violations of, or failures to comply with, the underlying land disturbance permit pursuant to CH 38 Environment or the underlying building permit pursuant to CH 18 Buildings and Building Regulations. To address a violation of this Article, the County shall have all the powers and remedies that are available to it for other violations of building and land disturbance permits, including without limitation the right to issue notices and orders to ensure compliance, stop work orders, and penalties as set forth in the applicable ordinances for such permits.

Section 38-76. Maintenance by Owner of Stormwater Management Systems Predating Current GSMM. For any stormwater management systems approved and built based on requirements predating the

current GSMM and that is not otherwise subject to an inspection and maintenance agreement, such stormwater management systems shall be maintained by the owner so that the stormwater management systems perform as they were originally designed.

Section 38-77. Inspection and Maintenance Agreements.

- (a) The owner shall execute an inspection and maintenance agreement with the County obligating the owner to inspect, clean, maintain, and repair the stormwater management system; including vegetation in the final BMP landscaping plan. The form of the inspection and maintenance agreement shall be the form provided by the County, Exhibit "A" of this ordinance. After the inspection and maintenance agreement has been signed by the owner and the County, the owner shall promptly record such agreement at the owner's cost in the property record for all parcel(s) that make up the site.
- (b) The inspection and maintenance agreement shall identify by name or official title the person(s) serving as the point of contact for carrying out the owner's obligations under the inspection and maintenance agreement. The owner shall update the point of contact from time to time as needed and upon request by the County. Upon any sale or transfer of the site, the new owner shall notify the County in writing within 30 days of the name or official title of new person(s) serving as the point of contact for the new owner. Any failure of an owner to keep the point of contact up to date shall, following 30 days' notice, constitute a failure to maintain the stormwater management system.
- (c) The inspection and maintenance agreement shall run with the land and bind all future successors-in-title of the site. If there is a future sale or transfer of only a portion of the site, then:
 - (1) The parties to such sale or transfer may enter into and record an assignment agreement designating the owner responsible for each portion of the site and associated obligations under the inspection and maintenance agreement. The parties shall record and provide written notice and a copy of such assignment agreement to the County.
 - (2) In the absence of a recorded assignment agreement, all owners of the site shall be jointly and severally liable for all obligations under the inspection and maintenance agreement regardless of what portion of the site they own.

Section 38-78. Right of Entry for Maintenance Inspections. The terms of the inspection and maintenance agreement shall provide for the County's right of entry for maintenance inspections and other specified purposes. If a site was developed before the requirement to have an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then the County shall have the right to enter and make inspections pursuant to the County's general provisions for property maintenance inspections pursuant to CH 38 Environment.

Section 38-79. Owner's Failure to Maintain the Stormwater Management System. The terms of the inspection and maintenance agreement shall provide for what constitutes a failure to maintain a stormwater management system and the enforcement options available to County. If a site was developed before the requirement to have an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then:

- (a) An owner's failure to maintain the stormwater management system so that it performs as it was originally designed shall constitute and be addressed as a violation of, or failure to comply with, owner's property maintenance obligations pursuant to CH 38 Environment and
- (b) To address such a failure to maintain the stormwater management system, the County shall have all the powers and remedies that are available to it for other violations of an owner's property maintenance obligations, including without limitation prosecution, penalties, abatement, and emergency measures.

A RESOLUTION AND ORDINANCE BY CARROLL COUNTY BOARD OF
COMMISSIONERS TO AMEND ARTICLE IV OF CHAPTER 38 OF THE CARROLL
COUNTY CODE OF ORDINANCES, ENTITLED "POST DEVELOPMENT STORMWATER
MANAGEMENT FOR NEW DEVELOPMENT AND REDEVELOPMENT IN MS4
URBANIZED AREAS";
PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Board of Commissioners finds that the Post-Development Stormwater Management for New Development and Redevelopment in MS4 Urbanized Areas Ordinance serves to protect and promote the health, safety, and general welfare of the residents of Carroll County by providing for minimum requirements for stormwater control using best management practices, as set forth in Article IV of Chapter 38 of the Carroll County Code of Ordinances; and

WHEREAS, the Board of Commissioners finds that the residents of Carroll County are served and protected by establishing uniform procedures that fairly and consistently regulate the permitting and inspection of new development and redevelopment in MS4 urbanized areas; and

WHEREAS, the Board of Commissioners desire to amend such Ordinance to conform with the Georgia Environmental Protection Division rules as set forth herein;

NOW THEREFORE, BE IT RESOLVED AND ORDAINED by the Board of Commissioners of Carroll County, Georgia, and IT IS HEREBY RESOLVED AND ORDAINED under authority of the same, as follows:

Section 1. The Board of Commissioners hereby ordains that Article IV of Chapter 38 of the Carroll County Ordinances, entitled "Post-Development Stormwater Management for New Development and Redevelopment in MS4 Urbanized Areas," be amended by adding Article IV in its entirety.

Upon the effective date of this amendment, Article IV shall be replaced in its entirety read as set forth in Exhibit "A" and Exhibit "B" attached hereto. This amendment shall not revive any ordinances or resolutions in force before or at the time this ordinance or resolution amendment took effect, and the amendment of this ordinance shall not affect any punishment or penalty incurred before the amendment took effect, nor any suit, prosecution or proceeding pending at the time of the amendment, for an offense committed under the ordinance or resolution amended. The enactment of this amendment to the ordinance is intended to supersede and replace in its entirety Article IV of Chapter 38 of the Carroll County Code of Ordinances.

Section 2. The Clerk of the Board of Commissioners shall forward this amendment to the ordinance to the appropriate entity for codification.

Section 3. Should any part of this Resolution and Ordinance be declared invalid by a court of competent jurisdiction, the remaining portions hereof shall not be affected and shall remain in full force and effect.

Section 4. This Resolution and Ordinance shall be effective on date hereof.

So ORDAINED and ADOPTED this _____ day of August, 2020

CARROLL COUNTY, GEORGIA

By: _____
Michelle Morgan, Chairman
Board of Commissioners

Attest: _____
Susan A. Mabry, Clerk

EXHIBIT "A"

STATE OF GEORGIA
CARROLL COUNTY

STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 20___, by and between _____ hereinafter called the "Landowner", and Carroll County, hereinafter called the "County".

WITNESSETH,

WHEREAS, the Landowner is the owner of certain real property described on Exhibit "A" attached hereto and by reference made a part hereof as Tax Map/Parcel Identification Number _____ as recorded by deed in the deed records of Carroll County, Georgia, Deed Book _____ Page _____, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision Plan known as _____, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of stormwater within the confines of the property; and

WHEREAS, the County and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Carroll County, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists are to be used to establish what good working condition is acceptable to the County.

3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the County deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the County, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

7. Landowner shall complete all necessary repairs and maintenance within ten (10) days following notice from the County of a deficiency in the stormwater management facilities. Failure to comply with the notice from the County shall subject Landowner to citation to appear in municipal court for failure to comply, and upon conviction, punishment in accordance with Section 38-77 the County's Code of Ordinances.

8. In the event the County, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder. Such costs shall constitute a lien upon the Landowner's property in the same manner as ad valorem taxes.

9. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the stormwater management facilities fail to operate properly.

10. This Agreement shall be recorded in the deed records of Carroll County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

WITNESS the following signatures and seals:

Witness Company/Corporation/Partnership Name (Seal)

Notary Public
My Commission Expires: _____

By: _____

(Type Name and Title)

Witness
CARROLL COUNTY
By : _____ (SEAL)
_____ Title

Notary Public
My Commission Expires: _____

Approved as to Form:

County Attorney

Date

STATE OF GEORGIA
CARROLL COUNTY

"Exhibit A"

STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 20___, by and between _____ hereinafter called the "Landowner", and Carroll County, Georgia, hereinafter called the "County".

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property described on Exhibit "A" attached hereto and by reference made a part hereof as Tax Map/Parcel Identification Number _____ as recorded by deed in the deed records of Carroll County, Georgia, Deed Book _____ Page _____, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision Plan known as _____, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of stormwater within the confines of the property; and

WHEREAS, the County and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Carroll County, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that

these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists are to be used to establish what good working condition is acceptable to the County.

3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the County deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the County, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.

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7. Landowner shall complete all necessary repairs and maintenance within ten (10) days following notice from the County of a deficiency in the stormwater management facilities. Failure to comply with the notice from the County shall subject Landowner to citation to appear in municipal court for failure to comply, and upon conviction, punishment in accordance with Section 38-77 the County's Code of Ordinances.

8. In the event the County, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and other duties, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder, together with all attorney's fees incurred. Such costs shall constitute a lien upon the Landowner's property in the same manner as ad valorem taxes.

9. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the stormwater management facilities fail to operate properly.

10. This Agreement shall be recorded in the deed records of Carroll County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

11. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other parts shall remain in full force and effect. The parties acknowledge that this is a mutual agreement and that it shall not be construed in favor of or against any party hereto by virtue of one or the other of the parties drafting the Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and same instrument.

WITNESS the following signatures and seals:

Company/Corporation/Partnership Name

By: _____ (Seal)

Name:

Title:

Witness

Notary Public

My Commission Expires: _____

CARROLL COUNTY, GEORGIA

By: _____

Name:

Title:

Witness

Notary Public

My Commission Expires: _____

Approved as to Form:

County Attorney

Date

STATE OF GEORGIA
CARROLL COUNTY

"Exhibit A"

STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 20___, by and between _____ hereinafter called the "Landowner", and Carroll County, Georgia, hereinafter called the "County".

WITNESSETH,

WHEREAS, the Landowner is the owner of certain real property described on Exhibit "A" attached hereto and by reference made a part hereof as Tax Map/Parcel Identification Number _____ as recorded by deed in the deed records of Carroll County, Georgia, Deed Book _____ Page _____, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision Plan known as _____, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of stormwater within the confines of the property; and

WHEREAS, the County and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Carroll County, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management facilities as shown ~~on the~~ on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

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7. Landowner shall complete all necessary repairs and maintenance within ten (10) days following notice from the County of a deficiency in the stormwater management facilities. Failure to comply with the notice from the County shall subject Landowner to citation to appear in municipal court for failure to comply, and upon conviction, punishment in accordance with Section 38-77 the County's Code of Ordinances.

8. In the event the County, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and ~~the like~~other duties, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the

County hereunder, together with all attorney's fees incurred. Such costs shall constitute a lien upon the Landowner's property in the same manner as ad valorem taxes.

9. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the stormwater management facilities fail to operate properly.

10. This Agreement shall be recorded in the deed records of Carroll County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

11. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other parts shall remain in full force and effect. The parties acknowledge that this is a mutual agreement and that it shall not be construed in favor of or against any party hereto by virtue of one or the other of the parties drafting the Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and same instrument.

WITNESS the following signatures and seals:

Company/Corporation/Partnership Name

By: _____ Witness Company/Corporation/Partnership

Name (Seal)

Witness _____ Name:

_____ Title:

Notary Public

My Commission Expires: _____

By: _____

(Type Name and Title)

CARROLL COUNTY, GEORGIA

By _____ (SEAL)

Witness _____ Name:

_____ Title:

Notary Public
My Commission Expires: _____

Approved as to Form:

County Attorney

Date

Document comparison by Workshare 10.0 on Friday, July 31, 2020 10:07:09 AM

Input:	
Document 1 ID	iManage://192.168.0.27/TTVGIMAN/887305/1
Description	#887305v1<TTVGIMAN> - Exhibit A County Maintenance Agreement change to Section 8 - from Brian Kent July 2020
Document 2 ID	iManage://192.168.0.27/TTVGIMAN/887305/2
Description	#887305v2<TTVGIMAN> - Exhibit A County Maintenance Agreement change to Section 8 - from Brian Kent July 2020
Rendering set	Standard no color

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	16
Deletions	14
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	32

EXHIBIT "A"
CHANGES TO CHAPTER 102, ZONING,
CARROLL COUNTY ZONING REGULATIONS

References to certain Departments and Personnel

All references in Chapter 102, Zoning, to "Department of Code Enforcement" or "Codes Enforcement Department" shall be changed to "Department of Community Development."

All references in Chapter 102, Zoning, to "Codes Enforcement Officer" shall be changed to "Director of Community Development."

All references in Chapter 102, Zoning, to "Zoning Administrator" shall be changed to "County Planner."

102-4 Definitions

Accessory building or accessory structure means a subordinate structure detached from, but located on the same lot as the principal structure, the use of which is incidental and accessory to that of the principal structure. Accessory buildings shall not be occupied by humans.

Conference/convention center mean a facility used for conventions, conferences, seminars, product displays, training, recreation activities, and entertainment functions, along with accessory functions including outdoor displays, food and beverage preparation and service for on-premises consumption. The accommodations can include sleeping, eating, and recreation. The site shall be of sufficient size to accommodate or arrange for all off-street parking associated with an individual event.

5.14. *Temporary manufactured home occupancy and land use permit (TLUP)*Reserved.

5.16.2. *Standards relating to manufactured and conventional homes.* ~~b. Each conventional and manufactured home being moved, constructed installed, located, or relocated within the county after August 6, 2002 shall not be allowed to locate for permanent or temporary occupancy in this county if such conventional and manufactured home is more than seven years old. The age of the conventional and manufactured home shall be measured from the day the application for building permit is submitted to the department for approval.~~

Reserved.

Sec. 102-8. - Use requirements by districts.

8.1. Agricultural — (A). This district is intended to preserve the open character of certain land within the county and to promote development of a type which does not require extensive public facilities and services.

1. *Permitted uses.* Within any Agricultural (A) District, the following uses shall be permitted:
 - a. Single family dwelling or two family dwellings (duplex), both conventional and manufactured.
 - b. Commercial forest, agriculture, dairying, poultry and livestock raising provided that buildings used for housing fowls or animals or processing products not be located closer than 200 feet to any property line.
 - c. Non-commercial agriculture, poultry, dairying, horse and livestock raising and greenhouses, as an accessory use to a permitted residential dwelling for the principal benefit of the occupants thereof.
 - d. Schools, colleges, and publicly owned and operated community structures.
 - e. Public utility structures, buildings and land.
 - f. Accessory uses and buildings.
 - g. Public parks, playgrounds, community buildings, golf courses and similar public service facilities
 - h. Privately owned day nurseries, pre-schools, and kindergartens.
 - i. Churches, similar places of worship, and one family burial plot satisfying the requirements and specifications of section 5.15.
 - j. Clubs, private and public, including golf and country clubs, fishing and hunting clubs and other similar enterprises
 - k. ~~Development of natural resources including the removal of minerals and natural materials provided that no machinery used for such purposes be located closer than 200 feet to any property line.~~ Reserved.
 - l. Commercial processing of animal products provided that no machinery or housing used for such purposes be located closer than 750 feet to any property line; such processing does not include slaughter houses.
 - m. Reserved.
2. *Conditional Uses.* Within any Agricultural (A) District, the following uses may be permitted after application to the governing authority:
 - a. Reserved.
 - b. Secondary detached residences for rent, hire, let, or lease provided that all applicable health department regulations and building codes are met.
 - c. Kennels.
 - d. Hospitals, nursing homes, and charitable or philanthropic institutions.
 - e. Athletic fields, commercial recreation areas, including golf driving ranges, swimming pools, private airplane landing fields and accessory facilities.
 - f. Special events facility, limited to either a small special events facility, intermediate special events facility, or large special events facility.

8.2. Reserved. Low Density Residential (R-1). *[Minimum lot size of 3 acres]*

8.3. Medium Density Residential (R-2). This district is intended to provide for a higher density use than other areas and is situated in places convenient to streets and commercial areas.

1. Permitted uses. Within any Medium Density Residential (R-2) District the following uses shall be permitted:

- a. One family conventional dwellings;
- b. Schools, colleges, and publicly owned and operated community structures;
- c. Public utility structures, buildings and land;
- d. Accessory uses and buildings;
- e. Churches and similar places of worship; and
- f. Public parks, playgrounds, community buildings, golf courses and similar public service facilities serving residential areas; and
- g. Non-commercial agriculture, excluding poultry, horse and livestock raising as an accessory use to a one-family dwelling for the principal benefit of occupants thereof.

2. Conditional uses. Within any Medium Density Residential (R-2) District, the following uses may be permitted after application to the governing authority:

- a. Non-commercial poultry, horse, and livestock raising and greenhouses as an accessory use to a one-family dwelling for the principal benefit of the occupants thereof, provided that all related accessory buildings are located in the side or rear yardsReserved;
- b. Privately operated day nurseries, preschools, and kindergartens;
- c. Reserved;
- d. Commercial horticultural activities;
- e. Reserved;
- f. Reserved; and
- g. Reserved.

3. Prohibited Uses. Within any Residential (R) District, the following are expressly prohibited:

- a. Secondary detached residential dwellings;
- f. Principal use signs; and
- g. Manufactured homes designed, manufactured, and installed to give the appearance of a one family conventional dwelling. Such appearance would ordinarily include:-
 1. Permanent masonry foundation
 2. Pitched, shingled roof
 3. Perches at exterior doors

- 4. ~~A floor space commensurate with adjacent dwellings located within the district, and~~
 - 5. ~~Exterior appearance of either wood or masonry.~~
3. ~~Lot size — Minimum. Within any Medium Density Residential (R-2) District, the following minimum lot sizes are required, but shall also be subject to approval by the Georgia Department of Public Health:~~
- a. ~~Lot width at minimum building setback line: 400 200 feet.~~
 - b. ~~Lot area: One acre.~~
4. ~~Yard requirements — Minimum~~
- a. ~~Front. Setback from center line of:~~
 - ~~State or Federal Highway — 125 feet;~~
 - ~~County Road — ~~90~~100 feet;~~
 - ~~Subdivision Street — 75 feet.~~
 - b. ~~Side — 15 feet.~~
 - c. ~~Rear — 20 feet.~~
 - b. ~~Side — 15 feet; 50 feet if corner lot.~~
 - c. ~~Rear — 20 feet.~~

8.6. Manufactured Home Subdivisions (MHS). This district is intended to provide suitable locations for a higher density use than other areas and is situated in places convenient to streets and commercial areas and is intended primarily for the placement of manufactured homes.

1. *Permitted uses.* Within any Manufactured Home Subdivision (MHS) District, the following uses shall be permitted:
- a. Manufactured homes designed, manufactured, and installed to give the appearance of a one family conventional dwelling. Such appearance would ordinarily include:
 - 1. Permanent masonry foundation;
 - 2. Pitched, shingled roof;
 - 3. Porches at exterior doors;
 - 4. A floor space commensurate with adjacent dwellings located within the district; and
 - 5. Exterior appearance of either wood or masonry.
 - b. One family conventional dwellings;
 - c. Schools, colleges, and publicly owned and operated community structures;
 - d. Public utility structures, buildings and land;
 - e. Accessory use and buildings;
 - f. Churches, and similar places of worship;
 - g. Public parks, playgrounds, community buildings, golf courses and similar public

service facilities serving residential areas; and

- h. ~~Non-commercial agriculture, excluding poultry, horse and livestock raising as an accessory use to one-family dwelling for the principal benefit of occupants thereof.~~

2. **Conditional uses.** The following uses may be permitted after application to the governing authority:

- a. ~~Non-commercial poultry, horse, an livestock raising and greenhouses as an accessory use to a one-family dwelling for the principal benefit of the occupants thereof, provided that all related accessory buildings are located in the side or rear yards~~Reserved;
- b. Privately operated day nurseries, preschools, and kindergartens;
- c. Reserved;
- d. Commercial horticultural activities;
- e. Reserved;
- f. Reserved; and
- g. Reserved.

3. Prohibited Uses. Within any Manufactured Home Subdivision (MHS) District, the following are expressly prohibited:

- a. Secondary detached residential dwellings;

- b. Principal use signs; and

c. Manufactured homes designed, manufactured, and installed to give the appearance of a one-family conventional dwelling. Such appearance would ordinarily include:

- 1. ~~Permanent masonry foundation;~~
- 2. ~~Pitched, shingled roof;~~
- 3. ~~Porches at exterior doors;~~
- 4. ~~A floor space commensurate with adjacent dwellings located within the district;~~
and
- 5. ~~Exterior appearance of either wood or masonry.~~

3. Lot size — Minimum. The following minimum lot sizes are required, but shall also be subject to approval by the Georgia Department of Public Health:

- a. Lot width at minimum building setback line: 100 feet.
- b. Lot area: ~~One-half acre where public water or sewerage is available One acre where no public water or sewerage is available.~~

4. Yard requirements — Minimum.

- a. Front — Setback from center line of:
 - State or Federal Highway — 125 feet;
 - County Road — ~~90~~100 feet;
 - Subdivision Street — 75 feet;
- b. Side — 15 feet;

c. Rear — 20 feet.

8.7. ~~Higher Density Detached Residential (HDDR).~~ This district is intended to provide suitable locations for higher density detached dwellings within the county and would specifically include manufactured home parks: Reserved.

8.8. Commercial (C). This district is intended to provide suitable locations for retail stores and other commercial services.

. . .

2. *Conditional uses.* Within any Commercial (C) District, the following uses may be permitted after application to the governing authority:

- a. Outdoor theater provided the theater screens are not visible from an existing road, residence, or thoroughfare.
- b. Warehousing, wholesaling, storage, and truck terminals, provided all outdoor storage areas are enclosed with a solid fence or buffer strip.
- c. ~~Conference/convention center and special events facility.~~

8.9. Industrial (I). The purpose of this district is to provide suitable areas for industrial development. All uses in the Industrial (I) District shall be constructed, maintained, and operated so as not to be injurious or offensive to the occupants of adjacent premises by reason of the emission or creation of noise, vibration, smoke, dust or other particulate matter, toxic or noxious waste materials, odors, fire and explosive hazard or glare: Within 200 feet of a residential district, all processes and storage (except of vehicles) shall be in enclosed buildings.

. . .

2. *Conditional uses.* Within any Industrial (I) District the following uses may be permitted after application to the governing authority:

- a. Automobile wrecking and junk yards when screened with a solid fence, wall, or natural screening of such height as will screen all junk or other materials or vehicles from the view of any adjacent property -owner or from any public road provided that such fence be at least ten feet from any street right-of-way or any zone district boundary.
- b. Manufacture of fertilizer or explosives.
- c. Bulk storage of petroleum products.
- d. Airports.
- e. Landfills, sewage treatment facilities, or other waste disposal sites.
- f. Mining, rock quarries, and development of natural resources including the removal of minerals and natural materials, provided that such operation is located on at least 100 acres of land, that areas extracted shall be entirely enclosed within a fence located at least ten feet back from the edge of any excavation and that said fence shall be of adequate strength and height to be demonstrably capable of excluding

children and livestock from such areas; that buildings, machinery and other equipment and appurtenances shall not be any closer than 1,000 feet to any property line; and that at the time of application for a permit the owner or operator shall file comprehensive plans for the reclamation and reuse of the property after operations cease.

Sec. 102-14. - Amendments to zoning ordinance.

14.7. **Minimum time between applications.** A property owner shall not resubmit an application, request or proposal for zoning amendment decision, as defined in OCGA § 36-66-3, affecting the same property, more than once in a 12-month period. The 12-month period begins at the date of denial of the application before the board of commissioners. except in the case where the matter is appealed to superior court. In the case of an appeal to superior court, the twelve month re-application period shall begin to run from the date on which final judicial adjudication is rendered in the matter.

14.13 ~~Innovative development plan permit process (IDP) Reserved.~~

RESOLUTION AND ORDINANCE OF THE BOARD OF COMMISSIONERS OF
CARROLL COUNTY REGARDING AMENDMENTS TO THE
CARROLL COUNTY ZONING REGULATIONS

WHEREAS, the Board of Commissioners of Carroll County, Georgia (the "Board") possesses the authority to provide for the general codification of all ordinances and resolutions of Carroll County, Georgia, having the force and effect of law; and

WHEREAS, Carroll County's Zoning Rules and Regulations as set forth in an ordinance adopted July 14, 1998, together with all amendments thereto, has been maintained by Carroll County as the "Carroll County Zoning Regulations," are now codified as Chapter 12 "Zoning" of the Code of Ordinances, Carroll County, Georgia and known as The Zoning Regulations of Carroll County, Georgia, as amended ("Zoning Regulations"); and

WHEREAS, the Board desires to amend the Zoning Regulations as set forth herein, and as more specifically set forth on Exhibit "A" attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Carroll County, Georgia, that the following amendments to the Zoning Regulations are hereby adopted:

1. Change references in the Zoning Regulations to certain County Departments and Personnel to their current titles, as more specifically set forth on Exhibit "A" attached hereto.

2. Amend Section 102-4, Definitions, to specify that accessory buildings shall not be occupied by humans and to delete the definition for conference/convention center, as more specifically set forth on Exhibit "A" attached hereto.

3. Delete Section 5.14, Temporary manufactured home occupancy and land use permit (TLUP), of Section 102-5, General Provisions.

4. Delete subsection b. of Section 5.16.2, Standards relating to manufactured and conventional homes, of Section 102-5, General Provisions.

5. Amend Section 8.1, Agricultural (A), of Section 102-8, Use Requirements by Districts, to delete subsection 1.k., development of natural resources, as a permitted use.

6. Delete Section 8.2, Low Density Residential (R-1), of Section 102-8, Use Requirements by Districts, so that there is only one residential zoning district.

7. Amend Section 8.3, Medium Density Residential (R-2), of Section 102-8, Use Requirements by Districts, to change to "Residential (R)," so that there is only one residential zoning district, and to make the changes set forth on Exhibit "A" attached hereto.

8. Amend Section 8.6, Manufactured Home Subdivision (MHS) of Section 102-8, Use Requirements by Districts, to make the changes set forth on Exhibit "A" attached hereto.

9. Delete Section 8.7, Higher Density Detached Residential (HDDR) of Section 102-8, Use Requirements by Districts.

10. Amend Section 8.9, Industrial (I) of Section 102-8, Use Requirements by Districts, to add a new subsection 2.f to add mining, rock quarries, and development of natural resources as a conditional use as more specifically set forth on Exhibit "A" attached hereto.

11. Delete subsection 2.c. of Section 8.8, Commercial (C) of Section 102-8, Use Requirements by Districts, to delete erroneous references to "conference/convention center and special events facility" as a conditional use.

12. Amend Section 14.7 of Sec. 102-14, Amendments to Zoning Ordinance, regarding minimum time between applications, as set forth on Exhibit "A" attached hereto.

13. Delete Section 14.13, Innovative development plan permit process (IDP) of Section 102-14, Amendments to Zoning Ordinance.

All provisions of County resolutions, ordinances, or regulations in conflict herewith are hereby repealed.

Adopted this _____ day of August, 2020.

CARROLL COUNTY, GEORGIA

By: _____
Michelle Morgan, Chairman of
Board of Commissioners

Attest: _____
Susan A. Mabry, Clerk

EXHIBIT "A"

Amendments to the Zoning Regulations of Carroll County, Georgia