

**AGENDA
CARROLL COUNTY, GEORGIA
BOARD OF COMMISSIONERS MEETING
October 6, 2020 - 6:00 PM**

Please silence your cell phones during the meeting.

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF AGENDA

6. APPROVAL OF MINUTES

6.I. Special Called Commission Meeting Minutes - August 27, 2020

Documents:

[200827 SCMIN.PDF](#)

6.II. Work Session Meeting Minutes - August 27, 2020

Documents:

[082720 WORK SESSION MINUTES.PDF](#)

6.III. Commission Meeting Minutes - September 1, 2020

Documents:

[200901 MIN.PDF](#)

7. PUBLIC COMMENTS

Speakers limited to three (3) minutes each.

8. PRESENTATIONS

8.I. Proclamation - STEM

Documents:

[STEM PROCLAMATION.PDF](#)

9. FINANCIAL SESSION

9.I. Tax Resolution - Carroll County Schools

Consideration of a Resolution of the Board of Commissioners of Carroll County to assure compliance with the Constitution of the State of Georgia by assessing and providing for the principal and interest of General Obligation Sales Tax Bonds to be issued by the Carroll County School District

-Stacey Blackmon, County Attorney

Documents:

[2537_001.PDF](#)
[2538_001.PDF](#)

9.II. Sheriff's Office - Capital Project FY 20-21

Consideration of the Sheriff's Office request to purchase ten (10) vehicles, fully equipped, for a total cost of \$355,000 as a Capital Project for FY 2020-2021

-Chief Deputy Brad Robinson, Sheriff's Office

Documents:

[SO - CAPITAL PROJECT.PDF](#)

9.III. Superior Court - Court Room Equipment

Consideration of Chief Superior Court Judge John Simpson's request for court room equipment in the amount of \$25,000 to be paid from CARES Act Funds

-Chief Superior Court Judge John Simpson

Documents:

[COURT ROOM EQUIPMENT ESTIMATES.PDF](#)

9.IV. Court House Change Orders

Consideration of Resolution to authorize modified scope of work for construction work at the new Carroll County Court House and Carroll. County's Historic Court House

-Avery Jackson, County Attorney

Documents:

[CARROLL COUNTY COURTHOUSE RENOVATIONS - ALL NEW CAST STONE WATER REPELLANT APPLICATION 07-10-20\[2\].PDF](#)
[CARROLL COUNTY COURTHOUSE RENOVATIONS - CLEAN AND SEAL OLD COURTHOUSE FACADE 08-12-20\[6\].PDF](#)
[PROPOSED RESOLUTION TO MODIFY SCOPE OF WORK.PDF](#)

9.V. Elections - Grant

Consideration to accept a grant from the Center for Tech and Civic Life (CTCL) in the amount of \$66,776.00 for the Elections Department

-Greg Rigby, Elections Supervisor

Documents:

[CENTER FOR TECH AND CIVIC LIFE GRANT.PDF](#)

10. BUSINESS SESSION

10.I. Solid Waste Management Plan 2020-2030

Consideration of a Multi-Jurisdictional Solid Waste Management Plan serving Carroll County, Georgia and the Cities of Bowdon, Carrollton, Temple, Mount Zion, Roopville, Villa Rica and Whitesburg

-Donna Lackey, Director of Public Service and Outreach, University of West Georgia

-Charles Pope, Solid Waste Director

Documents:

[CARROLL SWMP 2020-2030.PDF](#)

11. ZONING SESSION

- *Janet Hyde, County Planner*

11.I. Conditional Use - 659 Cartbody Road

Consideration of Owner:/ Applicant: Michael Jack Driver's Request (Application C-20-09-01) for a Conditional Use Permit for a Secondary Detached Residence, Lying in Land Lot 8 of the 4th District, Parcel #137-0019, Located at 659 Cartbody Road, Carrollton (Property is located in Commission District 4)

Documents:

[APPLICATION C-20-09-01 MICHAEL JACK DRIVER CONDITIONAL USE SECONDARY DWELLING CARTBODY ROAD.PDF](#)
[STAFF ANALYSIS C-20-09-01 MICHAEL JACK DRIVER CONDITONAL USE SECONDARY DWELLING CARTBODY ROAD.PDF](#)
[PLANNING COMMISSION SYNOPSIS SEPEMBER 2020.PDF](#)

11.II. Rezoning - 233 Miller Agan Road

Consideration of Owner:/Applicant: James P. Gribben Jr. and Melody F. Gribben's request (Application Z-20-09-01) for a Rezoning from Residential to Agricultural for the purpose of placing a mobile home on the property, Lying in Land Lot 217 of the 6th District, Parcel # 146-1111, Located at 233 Miller Agan Road, Temple (Property is located in Commission District 3)

Documents:

[STAFF ANALYSIS Z-20-09-01 GRIBBEN MILLER AGAN REZONE R2 TO AG.PDF](#)
[PLANNING COMMISSION SYNOPSIS SEPEMBER 2020.PDF](#)

11.III. Rezoning - 161 Mandeville Lane

Consideration of Owner/Applicant: Southeast Investors, LLC's Request (Application Z-20-08-01) for a Rezoning from Agricultural to Commercial, to expand an existing auction yard, Lying in Land Lot 342 of the 7th District, Parcel #071-0033, Located at 161 Mandeville Lane, Carrollton (Property is located in Commission District 3)

Documents:

[Z-20-08-01 JOEY MARTIN APPLICATION FOR REZONING A TO C MANDEVILLE LANE.PDF](#)
[Z-20-08-01 STAFF REPORT - JOEY MARTIN REZONING A TO C MANDEVILLE LANE.PDF](#)

12. 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 SPECIAL CALLED MEETING

August 27, 2020
4:00 P.M.

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

The Board of Commissioners held a special called meeting on Thursday, August 27, 2020, in the Historic Court House, Superior Court Room, 323 Newnan Street, 3rd Floor, Carrollton, Georgia.

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

CALL TO ORDER, INVOCATION, AND PLEDGE OF ALLEGIANCE

Chairman Morgan called the August 27, 2020, Board of Commissioners meeting to order at 4:00 p.m. Commissioner McClendon offered the invocation and led the Pledge of Allegiance.

APPROVAL OF AGENDA

The August 27, 2020, Agenda was unanimously **approved** on a motion by Commissioner McClendon and seconded by Commissioner Fuller.

PUBLIC COMMENTS

There were no public comments.

7. FINANCIAL SESSION

7. I. Resolution to Levy 2020 Taxes

On a motion by Commissioner Reynolds and seconded by Commissioner McClendon, the Commission voted 6-0 (Lee Absent) to **approve** the Resolution to Levy 2020 Carroll County (unincorporated/7.668 mills, City of Carrollton/6.23 mills, and City of Bremen/ 6.439 mills), and Carroll County Schools (17.998 mills) property taxes for a total Property Tax Levy of 25.666 mills, and adopting the 2019 Homestead Exemptions.

8. ADJOURNMENT

There being no further business to come before the Commission, the same was adjourned at 4:07 p.m. on a motion by Commissioner McClendon and seconded by Commissioner Reynolds.

Respectfully Submitted:

Susan A. Mabry, County Clerk

Michelle Morgan, Chairman



WORK SESSION MINUTES
Carroll County Board of Commissioners
August 27, 2020 – 4:00 P.M.
Historic Superior Court Room

Michelle Morgan, Chairman	P	George Chambers, D-6	A
Montrell McClendon, D-1	P	Stacey Blackmon, County Attorney	P
Clint Chance, D-2	P	Avery Jackson, County Attorney	P
Tommy Lee, D-3	A	Susan Mabry, County Clerk	P
Steve Fuller, D-4	P	Kristy McAdams	P
Ernie Reynolds, D-5	P		

Present = P A = Absent

CALL TO ORDER

Chairman Morgan called the meeting to order at 4:00 p.m.

❖ **Census Update**

Chairman Morgan gave a brief update on the 2020 U.S. Census and reported that as of August 27th Carroll County had a 62.3% response rate compared to the State's rate of 60.0%. She stressed the importance of everyone completing the Census Survey

❖ **Review of items for the September 1, 2020, Board of Commissioners Meeting Agenda**

The following agenda items were reviewed and discussed:

9. I. **Employee Biometric Screenings**

Human Resources Director Anne Lee presented and reviewed proposals submitted for providing employee biometric screening services to the County.

9. II. **RFP for Employee Benefits Brokerage Services**

Theron Gay presented a proposed RFP for Employee Benefit Brokerage and Consulting Services. He reviewed the RFP process and schedule. He also reviewed the employee the selection committee that will narrow the vendors down to two (2) companies for the Commission to select from.

9. III. **Request for Vehicle**

Public Works Director Charles Pope presented and reviewed bids received for a vehicle for the Commission Chairman's Office. The review committee recommended the low bidder which was Scott Evans Jeep.

10. I. **Amendment to Code of Ordinances – Occupational Taxes**

County Attorney Stacey Blackmon reviewed the proposed change to the County Code of Ordinances, Article II of Chapter 22, Section 22-10(C) to correct a typographical error made on the original ordinance. She explained that the correct rate is listed on the County's Budget Resolution Fee Schedule..

- 10.II **Miniat Foods, LLC MOU**
County Attorney Stacey Blackmon reviewed and explained the Tax Abatement Memorandum of Understanding with Miniat Foods LLC..
- 10.III. **Donation of Property at 660 Moss Ferry Road**
County Attorney Stacey Blackmon reviewed the details and stipulations of the proposed Land Donation Agreement with Topsoil Preservation Alliance Circa106 LLC for the donation of property located at 660 Moss Ferry Road, Villa Rica to be used as a future site for a county park

ADJOURNMENT

There being no further business for discussion, Chairman Morgan adjourned the meeting at 5:06 p.m.

Susan A. Mabry, County Clerk

Michelle Morgan, Chairman



MINUTES

CARROLL COUNTY, GEORGIA

BOARD OF COMMISSIONERS MEETING

September 1, 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, September 1, 2020, in the Carroll County Historic Court House, 323 Newnan Street, Carrollton, Georgia.

Commissioners Present:	Michelle Morgan, Chairman Montrell McClendon, District 1 Clint M. Chance, District 2 Tommy Lee, District 3 Steve Fuller, District 4 Ernie Reynolds, District 5 George Chambers, District 6
Commissioners Absent:	None
Staff Present:	Stacey Blackmon, County Attorney Avery Jackson, County Attorney Susan Mabry, County Clerk

CALL TO ORDER, INVOCATION, AND PLEDGE OF ALLEGIANCE

Chairman Morgan called the September 1, 2020 Board of Commissioners meeting to order at 6:00 p.m. Carroll County Warden Jeff Richards offered the Inspiration and led the Pledge of Allegiance.

APPROVAL OF AGENDA

The September 1, 2020 Agenda was unanimously **approved** on a motion by Commissioner McClendon and seconded by Commissioner Reynolds.

APPROVAL OF MINUTES

The minutes of the July 30, 2020, Special Called Commission Meeting, July 30, 2020, Work Session, August 4, 2020, Commission Meeting, August 4, 2020, Executive Session, August 12, 2020, and Special Called Commission Meeting were unanimously **approved** as previously circulated, on a motion by Commissioner Chance and seconded by Commissioner Lee.

PUBLIC COMMENTS

Public comments were made by Connie Wood. Comments were tendered on the following subject: Animal Welfare and Animal Control

8. SPECIAL PRESENTATION

Public Safety Appreciation and Patriots Day – September 11, 2020 - Proclamation

9. FINANCIAL SESSION

9. I. Employee Biometric Screenings

On a motion by Commissioner Lee and seconded by Commissioner Fuller, the Commission voted 7-0 to **approve** a proposal from Atlanta Health Services at \$21, 800 to Provide Employee Biometric Screening Services.

9. II RFP for Employee Benefit Brokerage and Consulting Services

On a motion by Commissioner Reynolds and seconded by Commissioner McClendon, the Commission voted 7-0 to **approve** to Authorize the Release of a Request for Proposals for Employee Benefit and Consulting Services.

9. III. Request for New Vehicle

On a motion by Commissioner McClendon and seconded by Commissioner Lee, the Commission voted 5-0 (Commissioners Chance and Fuller abstained) to **approve** Scott Evans Jeep Bid of \$40,048 for a new vehicle for the Chairman.

10. BUSINESS SESSION

10. I. Amendment to Code of Ordinances

On a motion by Commissioner Reynolds and seconded by Commissioner McClendon, the Commission voted 7-0 to **approve** to Amend the Code of Ordinances of Carroll County, Georgia, Chapter 22 Businesses, Article II, Occupational Taxes and Regulatory Fees, Section 22-10(C) to Correct the Tax Rate on Gross Receipts for Tax Class 2 (Correction is of a Typographical Error Made on the Original Ordinance Dated June 2, 2015).

10. II. Miniat Foods, LLC MOU

On a motion by Commissioner McClendon and seconded by Commissioner Fuller, the Commission voted 7-0 to **approve** the Tax Abatement Memorandum of Understanding for Miniat Foods for a Project Located at 62 Adamson Industrial Boulevard, Carrollton, Georgia.

10. III. 660 Moss Ferry Road – Donation Agreement

On a motion by Commissioner Chance and seconded by Commissioner Reynolds, the Commission voted 7-0 to **approve** to accept a Land Donation Agreement with Topsoil Preservation Alliance Circa 106, LLC for Property Located at 660 Moss Ferry Road, Villa Rica, Georgia (Future Site for a County Park).

11. ZONING SESSION

11. I. Conditional Use – 112 Eureka Church Road

Consideration of Owner: / Applicant: Corinna and Rick Young's Request (Application C-20-08-01) for a Conditional Use Permit for a Small Special Events Venue Facility for Conducting Rodeo and Calf Roping Events, Lying in Land Lot 152 of the 10th District, Parcel # 058-0014, Located at 112 Eureka Church Road, Carrollton (Property is located in Commission District 6)

No Action Taken – Application withdrawn at the applicant's request

11. II. Rezoning – 161 Mandeville Lane

On a motion by Commissioner McClendon and seconded by Commissioner Fuller, the Commission voted 7-0 to ***table*** at the Applicant's request (to the October 6, 2020 BOC Meeting) Owner: / Applicant: Southeast Investors, LLC's Request (Application Z-20-08-01) for a Rezoning from Agricultural to Commercial, to expand an Existing Auction Yard, Lying in Land Lot 342 of the 7th District, Parcel # 071-0033, Located at 161 Mandeville Lane, Carrollton (Property is located in Commission District 3).

12. ADJOURNMENT

There being no further business to come before the Commission, the same was adjourned at 6:16 p.m. on a motion by Commissioner McClendon and seconded by Commissioner Fuller.

Respectfully Submitted:

Susan A. Mabry, County Clerk

Michelle Morgan, Chairman

Proclamation



In Observance of *Central High School* *National STEM Certification*

WHEREAS, one of our most important resources is our youth who represent the future of our county; and

WHEREAS, science, technology, engineering, and mathematics (STEM) drive Carroll County's twenty-first century economy and are critical to preparing our graduating high school students for college, technical training, and entering the workforce; and

WHEREAS, education provides skills essential to workforce development, ensuring Carroll Countians are ready for the jobs of today and tomorrow; STEM education is necessary to succeed and expand career opportunities in our competitive, knowledge-based economy; and

WHEREAS, parents, teachers, mentors and volunteers have accepted the challenge to provide youth with both the content knowledge and exposure to STEM subjects and experiences; and the ability to apply this knowledge in real and relevant ways; and

WHEREAS, developing these STEM skills and encouraging young Carroll Countians to pursue careers in STEM fields is critical for our county's future;

NOW, THEREFORE, we the Carroll County Board of Commissioners, on behalf of the Citizens of Carroll County, do hereby proclaim October, 2020 as "**STEM EDUCATION MONTH**" and urge citizens to recognize the positive impacts of science, technology, engineering, and mathematics on the advancement in our county.

IN WITNESS WHEREOF, I, Michelle Morgan, Chairman of the Carroll County Board of Commissioners, have hereunto set my hand and caused the seal of Carroll County to be affixed this 6th day of October in the year of our Lord two thousand and twenty.

Michelle Morgan, Chairman
Carroll County Board of Commissioners

RESOLUTION OF THE BOARD OF EDUCATION OF CARROLL COUNTY
RECOMMENDING TO THE BOARD OF COMMISSIONERS OF CARROLL
COUNTY THE ASSESSMENT AND COLLECTION OF A TAX FOR
SCHOOL BOND PURPOSES.

WHEREAS, at an election duly called and held on June 9, 2020 (the "**Election**"), in Carroll County, Georgia (the "**County**") by the Carroll County Board of Elections and Registration, as election superintendent (the "**Election Superintendent**"), the Board of Education of Carroll County (the "**Board of Education**"), acting by, for and on behalf of the Carroll County School District (the "**School District**"), the boundaries of which comprise all of Carroll County except the area within the corporate limits of the City of Carrollton and the area within the corporate limits of the City of Bremen which lie in Carroll County, the Board of Education of the Carrollton Independent School System (the "**Carrollton Board of Education**"), acting by, for and on behalf of the City of Carrollton School District (the "**Carrollton School District**"), the boundaries of which comprise the area within the corporate limits of the City of Carrollton, and the Board of Education of the City of Bremen (the "**Bremen Board of Education**") acting by, for and on behalf of the public school system of the City of Bremen (the "**Bremen School District**"), the boundaries of which comprise an area within the corporate limits of the City of Bremen located in Carroll County and an area within the corporate limits of the City of Bremen located in Haralson County, after notice thereof had been given to the qualified voters of the County for the time and in the manner required by law, a majority of the qualified voters of the County voting in the Election voted in favor of the reimposition in Carroll County of a one percent sales and use tax for educational purposes (the "**Educational Sales Tax**") for a period of time not to exceed twenty consecutive calendar quarters, commencing on January 1, 2023, or the first day of the calendar quarter following the termination of the Educational Sales Tax currently in effect, as described in concurrent resolutions adopted by the Board of Education on November 21, 2019, by the Carrollton Board of Education on December 10, 2019, and by the Bremen Board of Education on December 9, 2019, as amended by an amendment to concurrent resolutions adopted by the Board of Education on March 19, 2020, the Board of Education of the City of Carrollton on April 2, 2020, and the Board of Education of the City of Bremen on March 20, 2020, as the controlling and managing bodies of the School District, the Carrollton School District, and the Bremen School District, by the terms of which concurrent resolution the Election was held; and

WHEREAS, the question on the ballot of the Election also stated that approval by the voters of the imposition and continuation of the Educational Sales Tax would also constitute approval of the issuance of general obligation debt of the School District in the maximum principal amount of \$42,000,000 for the capital outlay projects; and

WHEREAS, the returns of the Election were consolidated as required by law and the result of the Election was in favor of the imposition of the Educational Sales Tax and the issuance of such general obligation debt, as shown by the certificate of the Board of Elections and Registration of Carroll County, as election superintendent, declaring the result of the Election; and

WHEREAS, it is anticipated that the Educational Sales Tax authorized by the voters will begin to be collected on January 1, 2023, and will cease to be imposed on the earlier of (a)

twenty calendar quarters after the tax is imposed or (b) as of the end of the calendar quarter during which the Commissioner of the Georgia Department of Revenue determines that the Educational Sales Tax will have raised revenues sufficient to provide to the School District net proceeds equal to or greater than the amount specified as the maximum amount of net proceeds to be raised by the Educational Sales Tax; and

WHEREAS, although the qualified voters voting in the Election authorized the issuance of \$42,000,000 of general obligation bonds for the purposes described in the ballot question, the Board of Education has determined that it is in the School District's best interest to issue \$35,350,000 of such authorized debt at this time, reserving to itself the right to issue the remaining amount of authorized debt at such time as it may so determine; and

WHEREAS, pursuant to the provisions of a bond resolution adopted on September 17, 2020, by the Board of Education, as the controlling and managing governing body acting for and on behalf of the School District, the Board of Education has authorized the issuance of the CARROLL COUNTY SCHOOL DISTRICT GENERAL OBLIGATION SALES TAX BONDS, SERIES 2020, in the aggregate principal amount of \$35,350,000 (the "**Bonds**"); and

WHEREAS, the Educational Sales Tax approved by the voters in the Election will be divided and distributed among the School District, the Bremen School District and the Carrollton School District on the following basis: 71.77% to the School District, 2.00% to the Bremen School District and 26.23% to the Carrollton School; and

WHEREAS, the Board of Education has determined that the School District's portion of the Educational Sales Tax received by the School District in each year will be sufficient to pay the principal of and interest on the Bonds coming due in each year, however the Bonds shall constitute a general obligation debt of the School District within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, Article IX, Section V, Paragraph VI of the Constitution of the State of Georgia provides that, at or before the time of incurring bonded indebtedness, provision must be made for the assessment and collection of an annual tax in an amount sufficient to pay the principal of and interest on said debt within 30 years from incurring such bonded indebtedness; and

WHEREAS, the principal of and interest on the Bonds are secured by and first payable from the School District's portion of the receipts of the Educational Sales Tax and then, if and to the extent necessary, from the general fund of the School District or from an *ad valorem* tax which may be levied, without limitation as to rate or amount, upon all taxable property subject to taxation for school bond purposes within the territorial limits of the School District; and

WHEREAS, the Bonds and the issuance thereof have been confirmed and validated by judgment of the Superior Court of Carroll County on August 3, 2020, which judgment declared that the Board of Education is authorized and empowered to recommend to the Board of Commissioners of Carroll County (the "**Board of Commissioners**") the assessment and collection of a continuing direct annual tax to be levied on all the taxable property located within

the boundaries of the School District, which boundaries comprise all of Carroll County except the area within the corporate limits of the City of Carrollton and the area within the corporate limits of the City of Bremen which lie in Carroll County, as the same now exist or may be hereafter extended, and that all such property shall be subject to such tax in an amount sufficient to pay the principal of and the interest on the Bonds to the extent the proceeds of the School District's portion of the Educational Sales Tax received by the School District are not sufficient for that purpose.

NOW, THEREFORE, be it resolved by the Board of Education in meeting assembled that:

1. In order to provide for the assessment and collection of a continuing direct annual tax to be levied on all the taxable property subject to taxation for school bond purposes located within the boundaries of the School District as the same now exist, and within any extensions of said boundaries, sufficient in amount to pay the principal of and interest on the Bonds as the same shall mature and become due, to the extent such principal and interest are not paid from proceeds of the School District's portion of the Educational Sales Tax, the Board of Education shall and does hereby recommend to the Board of Commissioners that such tax be assessed and collected in the School District in the appropriate years, beginning in the year 2021, sufficient in amount to produce the sums required to pay the principal of the Bonds coming due on April 1 and the interest coming due on the Bonds on April 1 and October 1 in each of the years set forth on Exhibit A attached hereto and incorporated herein, through April 1, 2028, to the extent the proceeds from the School District's portion of the Educational Sales Tax received by the School District are not sufficient to make such payments, and that the funds provided by said tax shall be irrevocably pledged to and appropriated for the payment of the principal of and the interest on the Bonds.

2. The Board of Education, as the recommending authority, together with the Board of Commissioners, as the levying authority, shall comply with the provisions of O.C.G.A. § 48-5-32 and all other statutory requirements as may exist from time to time relating to the publication of any reports or notices required prior to establishing millage rates each year for educational purposes, including payment of principal of and interest on the Bonds, and shall take such other actions as may be required for the assessment and collection of taxes to provide funds in the years and amounts set forth in this resolution. The Board of Commissioners and the Board of Education shall cause a report to be published in a newspaper of general circulation throughout Carroll County at least two weeks prior to the establishment of the millage rates for ad valorem taxes for educational purposes during the current calendar year, in accordance with O.C.G.A. § 48-5-32.

3. The Secretary of the Board of Education is hereby authorized and directed to certify this recommendation to the Board of Commissioners of Carroll County by delivering to said body a certified copy hereof.

4. Any and all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby repealed.

APPROVED AND ADOPTED, September 17, 2020.

BOARD OF EDUCATION OF
CARROLL COUNTY

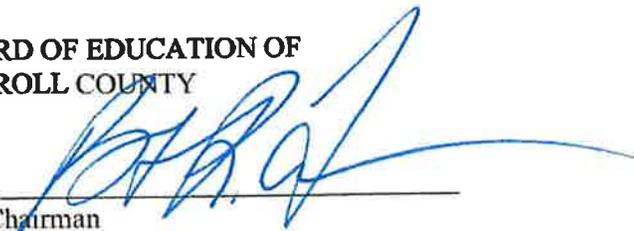
By: 
Chairman

Exhibit A

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
04/01/2021	-	-	815,013.89	815,013.89
10/01/2021	-	-	883,750.00	883,750.00
04/01/2022	-	-	883,750.00	883,750.00
10/01/2022	-	-	883,750.00	883,750.00
04/01/2023	-	-	883,750.00	883,750.00
10/01/2023	-	-	883,750.00	883,750.00
04/01/2024	5,710,000.00	5.000%	883,750.00	6,593,750.00
10/01/2024	-	-	741,000.00	741,000.00
04/01/2025	6,880,000.00	5.000%	741,000.00	7,621,000.00
10/01/2025	-	-	569,000.00	569,000.00
04/01/2026	7,220,000.00	5.000%	569,000.00	7,789,000.00
10/01/2026	-	-	388,500.00	388,500.00
04/01/2027	7,580,000.00	5.000%	388,500.00	7,968,500.00
10/01/2027	-	-	199,000.00	199,000.00
04/01/2028	7,960,000.00	5.000%	199,000.00	8,159,000.00
Total	\$35,350,000.00	-	\$9,912,513.89	\$45,262,513.89

SECRETARY'S CERTIFICATE

Now comes the undersigned Secretary of the Board of Education of Carroll County (the "Board of Education"), keeper of the records and seal thereof, and certifies that the foregoing is a true and correct copy of a resolution approved and adopted by the Board of Education in public meeting properly and lawfully held and assembled on September 17, 2020, the original of which resolution has been entered in the official records of the Board of Education under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)


Secretary

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CARROLL COUNTY TO ASSURE COMPLIANCE WITH THE CONSTITUTION OF THE STATE OF GEORGIA BY ASSESSING AND PROVIDING FOR THE COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON GENERAL OBLIGATION SALES TAX BONDS TO BE ISSUED BY THE CARROLL COUNTY SCHOOL DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF \$35,350,000, AS AUTHORIZED AT AN ELECTION HELD FOR THAT PURPOSE ON JUNE 9, 2020, PURSUANT TO AND IN CONFORMITY WITH THE CONSTITUTION AND STATUTES OF THE STATE OF GEORGIA, AND FOR OTHER PURPOSES.

WHEREAS, at an election duly called and held on June 9, 2020 (the "**Election**"), in Carroll County, Georgia (the "**County**") by the Carroll County Board of Elections and Registration, as election superintendent (the "**Election Superintendent**"), the Board of Education of Carroll County (the "**Board of Education**"), acting by, for and on behalf of the Carroll County School District (the "**School District**"), the boundaries of which comprise all of Carroll County except the area within the corporate limits of the City of Carrollton and the area within the corporate limits of the City of Bremen which lie in Carroll County, the Board of Education of the Carrollton Independent School System (the "**Carrollton Board of Education**"), acting by, for and on behalf of the City of Carrollton School District (the "**Carrollton School District**"), the boundaries of which comprise the area within the corporate limits of the City of Carrollton, and the Board of Education of the City of Bremen (the "**Bremen Board of Education**") acting by, for and on behalf of the public school system of the City of Bremen (the "**Bremen School District**"), the boundaries of which comprise an area within the corporate limits of the City of Bremen located in Carroll County and an area within the corporate limits of the City of Bremen located in Haralson County, after notice thereof had been given to the qualified voters of the County for the time and in the manner required by law, a majority of the qualified voters of the County voting in the Election voted in favor of the reimposition in Carroll County of a one percent sales and use tax for educational purposes (the "**Educational Sales Tax**") for a period of time not to exceed twenty consecutive calendar quarters and the issuance of general obligation bonds by the School District, as described in concurrent resolutions adopted by the Board of Education on November 21, 2019, by the Carrollton Board of Education on December 10, 2019, and by the Bremen Board of Education on December 9, 2019, as amended by an amendment to concurrent resolutions adopted by the Board of Education on March 19, 2020, the Board of Education of the City of Carrollton on April 2, 2020, and the Board of Education of the City of Bremen on March 20, 2020, as the controlling and managing bodies of the School District, the Carrollton School District, and the Bremen School District, by the terms of which concurrent resolution the Election was held; and

WHEREAS, pursuant to the results of the Election and the provisions of a bond resolution adopted on September 17, 2020 (the "**Bond Resolution**"), the Board of Education has authorized the issuance of \$35,350,000 in aggregate principal amount of CARROLL COUNTY SCHOOL DISTRICT GENERAL OBLIGATION SALES TAX BONDS, SERIES 2020 (the "**Bonds**"); and

WHEREAS, the Educational Sales Tax approved by the voters in the Election will be divided and distributed among the School District, the Bremen School District and the Carrollton School District on the following basis: 71.77% to the School District, 2.00% to the Bremen School District and 26.23% to the Carrollton School District; and

WHEREAS, the Board of Education has determined that the School District's portion of the Educational Sales Tax received by the School District in each year will be sufficient to pay the principal of and interest on the Bonds coming due in each year, however the Bonds shall constitute a general obligation debt of the School District within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, Article IX, Section V, Paragraph VI of the Constitution of the State of Georgia provides that, at or before the time of incurring bonded indebtedness, provision must be made for the assessment and collection of an annual tax in an amount sufficient to pay the principal of and interest on said debt within 30 years from incurring such bonded indebtedness; and

WHEREAS, the principal of and interest on the Bonds are secured by and first payable from the School District's portion of the receipts of the Educational Sales Tax and then, if and to the extent necessary, from the general fund of the School District or from an *ad valorem* tax which may be levied, without limitation as to rate or amount, upon all taxable property subject to taxation for school bond purposes within the territorial limits of the School District; and

WHEREAS, the Bonds and the issuance thereof have been confirmed and validated by judgment of the Superior Court of Carroll County on August 3, 2020, which judgment declared that the Board of Education is authorized and empowered to recommend to the Board of Commissioners of Carroll County (the "**Board of Commissioners**") the assessment and collection of a continuing direct annual tax to be levied on all the taxable property located within the boundaries of the School District, which boundaries comprise all of Carroll County except the area within the corporate limits of the City of Carrollton and the area within the corporate limits of the City of Bremen which lie in Carroll County, as the same now exist or may be hereafter extended, and that all such property shall be subject to such tax in an amount sufficient to pay the principal of and the interest on the Bonds to the extent the proceeds of the School District's portion of the Educational Sales Tax received by the School District are not sufficient for that purpose.

WHEREAS, in order to provide for the assessment and collection of a continuing direct annual tax to be levied on all the taxable property subject to taxation for bond purposes located within the boundaries of the School District in an amount sufficient to pay the principal of and the interest on the Bonds as the same shall mature and become due, to the extent such principal and interest are not paid from proceeds of the School District's portion of the Educational Sales Tax, the Board of Education, by resolution adopted on September 17, 2020, a certified copy of which resolution has been received by the Board of Commissioners, has recommended to the Board of Commissioners that such tax be assessed and collected in the appropriate years, sufficient in amount to produce the sums required to pay the principal of and interest on the Bonds to the extent the proceeds from the School District's portion of the Educational Sales Tax

received by the School District are not sufficient to make such payments, and that the funds provided by said tax shall be pledged irrevocably to and appropriated for the payment of the principal of and the interest on the Bonds.

NOW, THEREFORE, be it resolved by the Board of Commissioners of Carroll County, in meeting assembled, that:

Section 1. TAX ASSESSMENT FOR PAYMENT OF BONDS. For the purpose of providing funds for the payment of the principal of and interest on all of the Bonds on the dates on which such principal and interest shall become due and be payable, to the extent such principal and interest are not paid from the proceeds of the School District's portion of the Educational Sales Tax, there shall be and hereby is assessed and collected and there hereafter shall be collected in the appropriate years, beginning in the year 2021 a continuing direct annual tax upon all the taxable property within the boundaries of the School District, sufficient in amount to produce the sums required to pay the principal of the Bonds coming due on April 1 and the interest coming due on the Bonds on April 1 and October 1 in each of the years set forth on Exhibit A attached hereto and incorporated herein, through April 1, 2028, to the extent the proceeds from the School District's portion of the Educational Sales Tax received by the School District are not sufficient to make such payments.

Section 2. FUNDS PLEDGED FOR PAYMENT OF BONDS. The funds provided by said tax shall be and hereby are irrevocably pledged to and appropriated for the payment of the principal of and interest on the Bonds, and provisions to meet the requirements hereof shall be made hereafter in due time and manner in the annual appropriation measure in each year, to the extent such principal and interest are not paid from the proceeds of the School District's portion of the Educational Sales Tax, so that all of the Bonds, as to principal and interest, shall be fully paid as the same shall mature and become due.

Section 3. PUBLICATION OF TAX RATE. The Board of Commissioners, as levying authority, together with the Board of Education, as recommending authority, shall comply with the provisions of O.C.G.A. § 48-5-32, and all other statutory requirements as may exist from time to time relating to the publication of any reports or notices required prior to establishing millage rates each year for educational purposes, and shall take such other actions as may be required for the assessment and collection of taxes to provide funds in the years and amounts set forth in this resolution, to the extent the proceeds of the School District's portion of the Educational Sales Tax received by the School District are not sufficient for that purpose. The Board of Commissioners and the Board of Education shall cause a report to be published in a newspaper of general circulation throughout Carroll County at least two weeks prior to the establishment of the millage rates for *ad valorem* taxes for educational purposes during the current calendar year, in accordance with O.C.G.A. § 48-5-32.

Section 4. COMPLIANCE WITH CONSTITUTION. This resolution is adopted in order to assure compliance with Article IX, Section V, Paragraph VI of the Constitution of the State of Georgia. The Board of Education has determined that the School District's portion of the Educational Sales Tax received by the School District in each year will be sufficient to pay all debt service on the Bonds. The Board of Commissioners will take no action to establish a

millage levy for the payment of any portion of the principal of and interest on the Bonds from *ad valorem* taxes until the Board of Education certifies to it any millage required for such purposes.

Section 5. CONFLICTING PROVISIONS REPEALED. Any and all resolutions or parts of resolutions, if any, in conflict herewith shall be and the same are repealed by the passage of this resolution.

RESOLUTION APPROVED AND ADOPTED, October 6, 2020.

CARROLL COUNTY

By: _____
Chairman
Board of Commissioners
of Carroll County

Exhibit A

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
04/01/2021	-	-	815,013.89	815,013.89
10/01/2021	-	-	883,750.00	883,750.00
04/01/2022	-	-	883,750.00	883,750.00
10/01/2022	-	-	883,750.00	883,750.00
04/01/2023	-	-	883,750.00	883,750.00
10/01/2023	-	-	883,750.00	883,750.00
04/01/2024	5,710,000.00	5.000%	883,750.00	6,593,750.00
10/01/2024	-	-	741,000.00	741,000.00
04/01/2025	6,880,000.00	5.000%	741,000.00	7,621,000.00
10/01/2025	-	-	569,000.00	569,000.00
04/01/2026	7,220,000.00	5.000%	569,000.00	7,789,000.00
10/01/2026	-	-	388,500.00	388,500.00
04/01/2027	7,580,000.00	5.000%	388,500.00	7,968,500.00
10/01/2027	-	-	199,000.00	199,000.00
04/01/2028	7,960,000.00	5.000%	199,000.00	8,159,000.00
Total	\$35,350,000.00	-	\$9,912,513.89	\$45,262,513.89

CLERK'S CERTIFICATE

I, the undersigned Clerk of the Board of Commissioners of Carroll County, keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution approved and adopted by a majority vote of said Board of Commissioners of Carroll County, in public meeting assembled on October 6, 2020, the original of which resolution has been entered in the official records of Carroll County under my supervision and is in my official possession, custody and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)

Clerk
Board of Commissioners of Carroll County

Carroll County Sheriff's Office



Sheriff Terry E. Langley

Billy Jiles Memorial Highway • 1000 Newnan Road • Carrollton, GA 30116

770-830-5888 • Fax: 770-830-5309

TO: Carroll County Board of Commissioners

DATE: September 15, 2020

FROM: Chief Deputy Brad Robinson 

RE: Capital Project FY 20 – 21

The Sheriff's Office is requesting to purchase ten (10) vehicles as a Capital Project for FY 2020-2021. By purchasing vehicles every year gives the ability to have the fleet in a safe operating condition and lowers the maintenance cost. I am requesting that the Sheriff's Office be approved to purchase the ten vehicles, fully equipped, for a total cost of \$355,000. I will be glad to come speak to the board about this request and answer any questions you have.

ITEM # 8. III Superior Court – Court Room Equipment

Chief Superior Court Judge John Simpson has requested \$25,000 of CARES Act Funds for the estimated cost of Court Room Equipment upgrades to allow the court system to operate more efficiently in dealing with the new protocols brought about by the COVID-19 Pandemic. It appears that the Grand Jury will be meeting again for the first time as early as October. In order to make the improvements in time for the courts to reconvene they need the approval of these expenses ASAP.

Item #	Description	Qty	Unit Price	Discount	Price
	HDMI over CAT6 extenders	24	\$ 89.99		\$ 2,159.76
	TV + Wall mount	5	\$ 3,000.00		\$ 15,000.00
	TV + Rolling Cart	3	\$ 1,599.00		\$ 4,797.00
	1000 ft CAT 6 cable	1	\$ 150.00		\$ 150.00
	Additional Electrical	5	\$ 100.00		\$ 500.00
	Ceiling mounted Cameras	5	\$ 200.00		\$ 1,000.00
Total					\$ 23,606.76



Waterproofing | Restoration Structural | Architectural

225 Buford Drive, Suite A, Lawrenceville, GA 30046

(770) 682-0650 Fax (770) 682-0403

www.er-inc.net

PROPOSAL/CONTRACT

Mr. David Goodhead
DG Construction Consulting, Inc.
979 Goldin Road
Temple, GA 30179
T: 678.776.3288 E: davidou@earthlink.net

Date: 07/10/20

Page: 1 of 2

We have prepared an estimate for: Carroll County Courthouse Renovations

Scope of work: Aquatrete Water Repellant Application at New Cast Stone

Engineered Restorations, Inc. proposes to furnish all the necessary labor, materials, tools, equipment, supervision, and insurance to perform above work per the following specifications:

Work Items:

1. Water Repellant Application:

At newly installed cast stone locations, perform the following:

- a. Pressure wash surfaces to remove all dirt, debris and contaminants (included in base contract).
- b. Cover windows with UV resistant protective window film to protect glass and metal surfaces during application of product.
- c. Apply Protectosil Aquatrete SG to precast concrete surfaces per manufacturers recommended guidelines at a rate of 125 SF / gallon.
- d. After application of Aquatrete SG, remove protective window film and wipe clean windows.

Engineered Restorations Inc. price for this work, the sum of **\$52,230.00 (Fifty Two Thousand Two Hundred Thirty 00/100 Dollars)**

Qualifications / Exclusions:

1. This proposal only addresses the scope of work specifically described herein. This proposal does not include any professional Engineering services, inspections, observations, or opinions for this scope of work or for this structure in general.

By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Acceptance Date: _____

Company: _____

By: _____

Engineered Restorations, Inc.

By: 
Chris R. Hayno, Vice President



Waterproofing | Restoration Structural | Architectural

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PROPOSAL/CONTRACT

Mr. David Goodhead
DG Construction Consulting, Inc.

Date: 07/10/20

Page: 2 of 2

Re: Carroll County Courthouse Renovations - Aquatrete Water Repellant Application at New Cast Stone

2. Electrical service (110/220 volts), water, application temperatures, parking, security, storage area and protection of completed work to be provided by others at no charge to Engineered Restorations, Inc.
3. Fifteen (15) days required after notice to proceed to have specified products on hand.
4. This Proposal is based on one (1) continuous operation.

Engineered Restorations, Inc. appreciates this opportunity to prepare this Proposal and looks forward to working with you to a successful completion of same. Please indicate your acceptance of this Proposal by returning one (1) signed copy for our files.

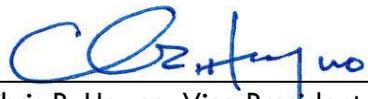
By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Acceptance Date: _____

Company: _____

By: _____

Engineered Restorations, Inc.

By:  _____

Chris R. Hayno, Vice President

GENERAL TERMS & CONDITIONS

- a. **Definitions.** The contract documents ("Contract") consist of the following: 1) this Proposal, and 2) these General Terms and Conditions which are automatically incorporated into the Proposal by reference. The totality of the services and materials to be provided by ERI are defined as the "Work." Only Work that is specifically described in the Proposal will be the responsibility of ERI. The "Client" (either an owner or a contractor) is the party with whom ERI is contracting and who is identified on the first (1st) page of the Proposal. The site on which the Work is to be performed by ERI is defined as the "Project."
- b. **Scope of Work.** ERI's Work to be completed under this Agreement includes **ONLY** the Work expressly specified in the Proposal. All other work not specifically described is excluded from this Contract. The terms, conditions and provisions of this Proposal shall be, and are, automatically incorporated into any later contract between ERI and the Client executed after the date of this Contract with the same force and effect as though a part thereof, unless and only to the extent that any term, condition or provision hereof is in conflict with any later Contract.
- c. **Performance of Work & Completion Date.** Despite any higher standard stated elsewhere, ERI's Work shall be executed in substantial compliance with the Proposal and any other documents (if any) specified in the Proposal. The Work will be completed in a good and workmanlike manner and free of defects not inherent in the type of Work. Client may reject the Work only for demonstrated noncompliance with the Contract and only if the Architect/Engineer for the Project concurs that the Work is unacceptable. The Work will be completed by ERI in a reasonable time, if no specific completion date is specified in the Proposal.
- d. **Design Services.** Any proposed Work or design services provided by ERI will be reviewed by the Architect/Engineer responsible for the overall Project (not ERI unless ERI's assumes that role in writing) to assure that the design will be acceptable when integrated with the Project. **DISCLAIMER - Although ERI may employ engineers and architects, any Work performed or documents prepared by ERI shall not be considered an "engineer's report" or certification. The Client is encouraged to obtain the services of a licensed engineer or a licensed architect to verify the condition of the Client's Project and the recommendations contained in this Agreement. As a result, ERI disclaims any liability whatsoever that may relate to ERI's analysis of the existing conditions of the Project and ERI's recommendations for repair or remediation of the Project. In addition, ERI may have performed a limited number of tests on the materials of the Client's Project in developing this Contract; however, the Client is advised that additional invasive (and possibly destructive) tests of the materials could be performed and if performed may warrant different recommendations. The Client, after consultation with the Project engineer or architect, should make the determination as to whether or not such additional testing is required.** If ERI does provide engineering services as part of its Work, that fact will be set forth specifically in writing by ERI. If such engineering services are provided, the engineering services are meant to address the adequacy of the specified repair at its discrete location only. ERI's engineering work is not and should not be construed in any way by the Client that ERI has conducted an inspection, analysis, report or recommendation concerning the condition of the Project or structure as a whole or in part.
- e. **Rights as to Owner if no direct contract.** If the Client is not the Owner, ERI shall have, at a minimum and in addition to all other rights contained in this Contract, all those rights and remedies with respect to the Client that the Client has with respect to the Owner.
- f. **Conditions for payment.** Any condition precedent for payment to ERI based upon receipt of payment from any Owner by Client shall extend only for a period of sixty (60) days after the date of ERI's application for payment covering Work performed and materials stored.
- g. **Progress payments, Interest & Attorneys' Fees.** In exchange for the Work to be performed by ERI, Client will pay ERI the Contract Price stated on the Proposal. ERI will submit monthly invoices for all Work performed during each given month. ERI shall be paid monthly progress payments on or before the 10th of each month for the value of Work completed during the prior month plus the amount of materials and equipment stored on or off site. If any monthly invoice is not paid within twenty (20) days of the date of the invoice, interest will accrue as provided below. If Client fails to make payments when due or Client's financial ability to make future payments becomes impaired in ERI's opinion, ERI shall be entitled to damages and an extension of time for performance, and may suspend all Work until payment is made and ERI receives assurances of prompt and timely future payments. The final payment of the Contract Price (including payment of any retainage) for Work completed shall be due thirty (30) days after the Work described in this Contract is substantially completed. ERI's invoices that are not paid when due will accrue interest at the highest rate allowed by law in the jurisdiction where the Work is performed. ERI will be entitled to collect its attorneys' fees actually incurred if it retains an attorney to pursue collection of monies due it.
- h. **Retainage.** Client shall not withhold from ERI as retainage a percentage that is higher than the percentage held by Owner (if any) on ERI's Work. Final payment is due as stated above in paragraph (g).
- i. **Waivers.** Any form or contract language in which ERI purports to release the Client is hereby qualified by the following language, whether or not ERI specifically adds the contract language to any form: "This release shall apply only to Work for which payment has been received in full by ERI. This release shall not apply to retention, to any unbilled changes or to claims which have not yet become known to ERI. This release shall be conditional upon receipt of funds to ERI's account."
- j. **Backcharges.** No backcharge or claim of Client for services shall be valid except by an agreement in writing signed by ERI before the Work is executed. Further, no backcharge shall be valid unless billing is rendered no later than the 15th day of the month following the charge being incurred. Also, any payments withheld under a claim of ERI's default shall be reasonably calculated to cover the anticipated liability and all remaining payment amounts not in dispute shall be promptly paid to ERI.
- k. **Time & Hours of Work.** ERI will perform Work only during its normal working hours unless specified otherwise in the proposal. The Project schedule and any modification shall allow ERI a reasonable time to complete ERI's Work in an efficient manner considering the contract completion date. ERI will be entitled to an equitable adjustment in the price of the Work including but not limited to any increased costs in labor, including overtime or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others. ERI shall not be required to commence or continue Work unless sufficient areas are ready to insure continuous Work. Owner/Contractor shall promptly provide ERI with all schedules of work and with any other information necessary for the proper scheduling of ERI's Work.
- l. **Consequential/Liquidated Damages & Delays & Force Majeure.** ERI will be excused and will not be liable for any damages (direct, incidental or consequential) for any delay or failure in performance. This includes but is not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by ERI's subcontractors, suppliers and carriers not caused solely by or solely within the direct control of ERI.
- m. **Changes in Work.** Client acknowledges that the type of Work to be performed under this Contract may require changes. In addition, the Client may make changes to the Work under this Contract but the parties agree that any such change will not be binding on ERI absent a written change order signed by ERI. Despite anything to the contrary in this Contract or elsewhere, ERI will be entitled to an equitable adjustment in compensation should Client fail to provide a change order under circumstances in which ERI performs additional work.
- n. **Claims.** Any claims by Client against ERI must be presented in writing to ERI within fifteen (15) days after they arise, otherwise ERI will have no responsibility or liability for such claim.
- o. **Title to materials.** Until full payment, ERI retains title to the material and equipment furnished under this Agreement, whether or not it is attached to real property. ERI, however, reserves the right to change this conditional sale to an absolute sale at any time to all or any part of the equipment or materials and to pursue any statutory or other remedies in such cases. When and if requested by ERI, Owner will duly acknowledge this contract and will execute, acknowledge and deliver to ERI any other instruments as may be appropriate to constitute the materials and equipment as security for the price to be paid by Client, or to enable ERI to comply with the applicable filing, recording or other laws in the state where the Work is being performed.
- p. **Indemnity.** The Client will indemnify ERI for any and all claims arising out of a) the discovery and removal of hazardous materials; b) any claim, loss, damage or expense which ERI suffers as a result of claims asserted against Client by third parties (including Client's employees or agents) which arise out of Client's activities at the Project, to the extent caused by the negligent acts or omissions of Client or anyone for whom Client is responsible.

q. Insurance. Client agrees that it currently has and will maintain adequate insurance on its Project for the duration of the time that ERI is on the Project. Such insurance will, at a minimum, cover damage to Client's property (including the Project) and liability to persons arising due to the acts or omissions of Client's employees and agents. Client waives any claims it may have against ERI arising out of any losses for which it is insured. ERI agrees that it will maintain worker's compensation coverage as required by the law of the State in which the Work is to be performed and in which the Project is located. If the Client requires ERI to purchase additional insurance coverage or to name the Client as an additional insured under ERI's policies of insurance and the insurer charges an increased premium in either case, Client agrees to pay any such increased premium costs.

r. Ownership of Drawings. All drawings prepared by ERI shall remain the property of ERI.

s. Bonds. Unless otherwise specified in the Agreement, the cost of the Work does not include the cost of a labor and material payment and performance bond. Any required bonds must be purchased by Client at its expense.

t. Dispute Resolution. Any dispute ("Disputes") arising out of or relating to this Agreement shall be governed by the following procedures until finally resolved: (i) within fifteen (15) days of the receipt of any written notice of a claim, the senior executives of each party will negotiate in good faith to settle the claim or controversy; (ii) if the Dispute is not resolved within fifteen (15) days after receipt of notice, the parties will attempt to resolve the dispute through non-binding mediation through the American Arbitration Association ("AAA") or some mutually acceptable third party; (iii) if the Dispute cannot be resolved through the preceding procedures within sixty (60) days of the notice of the Dispute, the parties agree to submit the dispute to binding arbitration through the AAA in the locale where the Work is being performed.

u. Mold. All parties acknowledge and agree that the Project currently has moisture infiltration issues and, as a result, it is possible that "Mold" (such term including fungi, organic pathogens, yeasts, mildew, virus, mycotoxins, spores, scents, by-products produced or released by fungi or other airborne contaminants) is already present in or about the Project, including its contents, if any. If there is any determination of the existence of Mold during the course of ERI's Work at the Project or anytime thereafter, it is mutually agreed by all parties to the Contract that the discovery of such Mold is and/or was a pre-existing condition of the Project before ERI's commencement of Work. ERI has been retained to perform defined installation and/or repair Work on the Project and has not guaranteed the removal or eradication of any Mold. ERI shall be held harmless from and against any and all claims, suits or damages resulting in any way whatsoever from the Mold present at the Project before, during and after ERI has completed its Work pursuant to this Contract.

v. Conditions of the Project. As provided in this Contract, ERI is not responsible for latent defects in the Project or underlying site conditions. ERI shall not be liable for any loss or damage to, or due to 1) unseen or concealed piping, wires, fixtures, or equipment or material; or 2) the character, conditions, or physical strength of any foundations, walls or other structures, or improvements not erected by ERI or excavation in proximity to such structures.

w. Termination of Contract. ERI may terminate this Agreement upon the occurrence of the following: 1) failure of Client to perform any term of this Agreement, including but not limited to the failure to fully and promptly pay ERI as required by this Agreement (time being of the essence of this Agreement); 2) if Client or its contractors acts or omissions interfere with ERI's ability to perform the Work timely and without interruption; 3) ERI determines, in its sole discretion, that Client will not be able to pay ERI for the Work due under this Agreement (this would include but not be limited to the Client being adjudicated bankrupt or insolvent, the appointment of a receiver or trustee in bankruptcy or insolvency or liquidation of the Client's property, the making of an assignment by Client for the benefit of creditors, the docketing of a judgment against the Client's property or any part thereof which shall remain unsatisfied for a period of ten consecutive days or the filing of a material man's or mechanic's lien against the Client's Project or any part thereof which shall remain a lien thereon for a period of ten consecutive days, or the issuance of an execution upon a judgment against Client or Client's Project or institution of proceedings for foreclosure against the Client's Project).

x. Remedies of ERI. In the case of any default by Client, ERI may: 1) terminate the Contract and/or demand immediate payment of the Contract price, less a sum equal to ERI's cost of any labor and materials not furnished or ordered if the Work is not complete, 2) enter the Project and remove its equipment and any unused material and sell same at a public or private sale to offset the balance owed, and 3) invoke and pursue such other or additional remedies provided by this Contract or at law. Client shall indemnify ERI for any and all expenses, including attorneys' fees, incurred in pursuing any of the foregoing remedies.

y. Entire Agreement. This Contract constitutes the entire agreement between the parties. Client's acceptance of this Contract shall constitute an acceptance by Client of all terms and conditions contained or referred to in this Proposal and the incorporated General Terms and Conditions. This Contract, when accepted by Client, supersedes any and all other prior and/or conflicting terms and conditions between the parties.

z. Modifications. No waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless in writing and signed by the duly authorized representative of each party.

aa. Obligations of Client/Owner. In addition to any other obligations specified in this Agreement, if ERI is required to perform Work on Client's property, the Client must: 1) notify ERI of any and all site conditions which may affect the Work (ERI is not responsible for latent defects in the Project or underlying site conditions); 2) if ERI encounters latent defects or differing site conditions, negotiate with ERI for an adjustment in compensation for the Work performed and added time to complete the Work; 3) provide sufficient and proper space for handling and storing materials and equipment for the Project and sufficient power, light, water, heat and air circulation (at all levels) for the performance of the Work; 4) provide all cranes and lifts and provide for removal all obstructions to enable ERI to perform the Work; 5) fully and promptly pay ERI under the terms of this Agreement - any failure to do so will be considered a default; 6) provide all shoring and any other protection necessary to preserve from damage all foundations, walls or other structures or improvements or portions thereof which may be disturbed by ERI's performance of its work; 7) on completion of ERI's work, remove all refuse that accumulated; 8) provide excavation of all necessary earth outside of enclosing foundation walls (if any); 9) pay ERI for all costs incurred as a result of encountering water, quicksand, rock, structural failure or other conditions; and 10) bear and pay for any loss of or damage to ERI's or Client's materials, equipment, tools, work or workmen of ERI, its agents or subcontractors except in any instance where such was caused solely by ERI's negligence; 11) be responsible for the removal of all asbestos, lead, Mold, polychlorinated biphenyls ("PCB's") or any other hazardous material (as defined by Federal, State and local law) found on the Project. If ERI encounters any substance it believes to be hazardous, the parties agree to the following: i) ERI will notify Client in writing; ii) ERI will stop Work on the Project; iii) Client will pay for any and all testing and removal required; iv) ERI will only resume Work upon written agreement of the parties; v) Client will indemnify ERI for delays and for any exposure of its workers to hazardous materials.

bb. Warranty. For a period of one (1) year from the date of substantial completion of ERI's Work covered by this Agreement or from acceptance of any alleged improper workmanship, whichever is earlier, ERI agrees to repair any improper workmanship performed by ERI subject to the terms of this warranty. This warranty is expressly conditioned on ERI's receiving written notice from Client (which must be mailed to ERI no later than 1 year from the date of substantial completion) of any such improper workmanship and an opportunity to inspect the same prior to it being disturbed or otherwise moved (and ERI will not pay for any inspections or repairs performed by others prior to receipt of its notice and a reasonable opportunity for it to make repairs, if warranted). Instead of repairing such workmanship, all of ERI's obligations under this paragraph can be satisfied at ERI's option by ERI refunding the cost of such improper workmanship it has been previously paid or by issuing a credit memo for such amount if ERI has not been previously paid. ERI's liability and responsibility is limited to such repair, replacement or refund, but under no circumstances shall ERI's responsibility or liability exceed the amount ERI is entitled to receive for performing this Work. ERI is not and shall not be liable or responsible for any loss or damage to persons or property occasioned by or resulting from any faulty materials or improper workmanship. This warranty is not applicable until and unless ERI has been paid for all Work performed. Further, as to materials, ERI warrants that it will use only new materials unless otherwise specified. ERI will deliver to the Client any warranties issued by the manufacturer of any materials, if available. Client agrees ERI will have no liability under any such warranties and that it will look solely to the manufacturer of any materials for any warranty claims on materials. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

cc. Notices. Any notices required pursuant to this Contract must be sent to the other party via certified mail, return receipt requested, to those addresses stated on the front of the Proposal.



Waterproofing | Restoration Structural | Architectural

225 Buford Drive, Suite A, Lawrenceville, GA 30046

(770) 682-0650 Fax (770) 682-0403

www.er-inc.net

PROPOSAL/CONTRACT

Mr. David Goodhead
DG Construction Consulting, Inc.
979 Goldin Road
Temple, GA 30179
T: 678.776.3288 E: davidou@earthlink.net

Date: 08/12/20

Page: 1 of 2

We have prepared an estimate for: Carroll County Courthouse Renovations

Scope of work: Clean and Seal Old Courthouse Exterior Facade

Engineered Restorations, Inc. proposes to furnish all the necessary labor, materials, tools, equipment, supervision, and insurance to perform above work per the following specifications:

Work Items:

1. Pressure Wash

- a. Provide access to exterior façade by means of telescopic boom lifts and scaffolding.
- b. Install pedestrian access control consisting of barricades, cones and caution tape to clearly mark work zone while work is taking place.
- c. Utilizing medium pressure washing equipment, pressure wash the exterior façade of the courthouse to remove dirt, debris and other contaminants. Wipe clean windows upon completion.

Engineered Restorations Inc. price for this work, the sum of **\$22,125.00 (Twenty Two Thousand One Hundred Twenty Five 00/100 Dollars)**

2. Apply Aquatrete SG Sealer

- a. Provide access to exterior façade by means of telescopic boom lifts and scaffolding.
- b. Cover windows with UV resistant protective window film to protect glass and metal surfaces during application of product.
- c. Apply Protectosil Aquatrete SG to precast concrete surfaces per manufacturers recommended guidelines at a rate of 125 SF / gallon.
- d. After application of Aquatrete SG, remove protective window film and wipe clean windows.

Engineered Restorations Inc. price for this work, the sum of **\$42,120.00 (Forty Two Thousand One Hundred Twenty 00/100 Dollars)**

By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Acceptance Date: _____

Company: _____

By: _____

Engineered Restorations, Inc.

By: 
Chris R. Hayno, Vice President



Waterproofing | Restoration Structural | Architectural

225 Buford Drive, Suite A, Lawrenceville, GA 30046

(770) 682-0650 Fax (770) 682-0403

www.er-inc.net

PROPOSAL/CONTRACT

Mr. David Goodhead

DG Construction Consulting, Inc.

Re: Carroll County Courthouse Renovations - Clean and Seal Old Courthouse Exterior Facade

Date: 08/12/20

Page: 2 of 2

Qualifications / Exclusions:

1. This proposal only addresses the scope of work specifically described herein. This proposal does not include any professional Engineering services, inspections, observations, or opinions for this scope of work or for this structure in general.
2. Electrical service (110/220 volts), water, application temperatures, parking, security, storage area and protection of completed work to be provided by others at no charge to Engineered Restorations, Inc.
3. Fifteen (15) days required after notice to proceed to have specified products on hand.
4. This Proposal is based on one (1) continuous operation.

Engineered Restorations, Inc. appreciates this opportunity to prepare this Proposal and looks forward to working with you to a successful completion of same. Please indicate your acceptance of this Proposal by returning one (1) signed copy for our files.

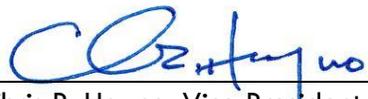
By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Acceptance Date: _____

Company: _____

By: _____

Engineered Restorations, Inc.

By: 

Chris R. Hayno, Vice President

GENERAL TERMS & CONDITIONS

- a. **Definitions.** The contract documents ("Contract") consist of the following: 1) this Proposal, and 2) these General Terms and Conditions which are automatically incorporated into the Proposal by reference. The totality of the services and materials to be provided by ERI are defined as the "Work." Only Work that is specifically described in the Proposal will be the responsibility of ERI. The "Client" (either an owner or a contractor) is the party with whom ERI is contracting and who is identified on the first (1st) page of the Proposal. The site on which the Work is to be performed by ERI is defined as the "Project."
- b. **Scope of Work.** ERI's Work to be completed under this Agreement includes **ONLY** the Work expressly specified in the Proposal. All other work not specifically described is excluded from this Contract. The terms, conditions and provisions of this Proposal shall be, and are, automatically incorporated into any later contract between ERI and the Client executed after the date of this Contract with the same force and effect as though a part thereof, unless and only to the extent that any term, condition or provision hereof is in conflict with any later Contract.
- c. **Performance of Work & Completion Date.** Despite any higher standard stated elsewhere, ERI's Work shall be executed in substantial compliance with the Proposal and any other documents (if any) specified in the Proposal. The Work will be completed in a good and workmanlike manner and free of defects not inherent in the type of Work. Client may reject the Work only for demonstrated noncompliance with the Contract and only if the Architect/Engineer for the Project concurs that the Work is unacceptable. The Work will be completed by ERI in a reasonable time, if no specific completion date is specified in the Proposal.
- d. **Design Services.** Any proposed Work or design services provided by ERI will be reviewed by the Architect/Engineer responsible for the overall Project (not ERI unless ERI's assumes that role in writing) to assure that the design will be acceptable when integrated with the Project. **DISCLAIMER - Although ERI may employ engineers and architects, any Work performed or documents prepared by ERI shall not be considered an "engineer's report" or certification. The Client is encouraged to obtain the services of a licensed engineer or a licensed architect to verify the condition of the Client's Project and the recommendations contained in this Agreement. As a result, ERI disclaims any liability whatsoever that may relate to ERI's analysis of the existing conditions of the Project and ERI's recommendations for repair or remediation of the Project. In addition, ERI may have performed a limited number of tests on the materials of the Client's Project in developing this Contract; however, the Client is advised that additional invasive (and possibly destructive) tests of the materials could be performed and if performed may warrant different recommendations. The Client, after consultation with the Project engineer or architect, should make the determination as to whether or not such additional testing is required.** If ERI does provide engineering services as part of its Work, that fact will be set forth specifically in writing by ERI. If such engineering services are provided, the engineering services are meant to address the adequacy of the specified repair at its discrete location only. ERI's engineering work is not and should not be construed in any way by the Client that ERI has conducted an inspection, analysis, report or recommendation concerning the condition of the Project or structure as a whole or in part.
- e. **Rights as to Owner if no direct contract.** If the Client is not the Owner, ERI shall have, at a minimum and in addition to all other rights contained in this Contract, all those rights and remedies with respect to the Client that the Client has with respect to the Owner.
- f. **Conditions for payment.** Any condition precedent for payment to ERI based upon receipt of payment from any Owner by Client shall extend only for a period of sixty (60) days after the date of ERI's application for payment covering Work performed and materials stored.
- g. **Progress payments, Interest & Attorneys' Fees.** In exchange for the Work to be performed by ERI, Client will pay ERI the Contract Price stated on the Proposal. ERI will submit monthly invoices for all Work performed during each given month. ERI shall be paid monthly progress payments on or before the 10th of each month for the value of Work completed during the prior month plus the amount of materials and equipment stored on or off site. If any monthly invoice is not paid within twenty (20) days of the date of the invoice, interest will accrue as provided below. If Client fails to make payments when due or Client's financial ability to make future payments becomes impaired in ERI's opinion, ERI shall be entitled to damages and an extension of time for performance, and may suspend all Work until payment is made and ERI receives assurances of prompt and timely future payments. The final payment of the Contract Price (including payment of any retainage) for Work completed shall be due thirty (30) days after the Work described in this Contract is substantially completed. ERI's invoices that are not paid when due will accrue interest at the highest rate allowed by law in the jurisdiction where the Work is performed. ERI will be entitled to collect its attorneys' fees actually incurred if it retains an attorney to pursue collection of monies due it.
- h. **Retainage.** Client shall not withhold from ERI as retainage a percentage that is higher than the percentage held by Owner (if any) on ERI's Work. Final payment is due as stated above in paragraph (g).
- i. **Waivers.** Any form or contract language in which ERI purports to release the Client is hereby qualified by the following language, whether or not ERI specifically adds the contract language to any form: "This release shall apply only to Work for which payment has been received in full by ERI. This release shall not apply to retention, to any unbilled changes or to claims which have not yet become known to ERI. This release shall be conditional upon receipt of funds to ERI's account."
- j. **Backcharges.** No backcharge or claim of Client for services shall be valid except by an agreement in writing signed by ERI before the Work is executed. Further, no backcharge shall be valid unless billing is rendered no later than the 15th day of the month following the charge being incurred. Also, any payments withheld under a claim of ERI's default shall be reasonably calculated to cover the anticipated liability and all remaining payment amounts not in dispute shall be promptly paid to ERI.
- k. **Time & Hours of Work.** ERI will perform Work only during its normal working hours unless specified otherwise in the proposal. The Project schedule and any modification shall allow ERI a reasonable time to complete ERI's Work in an efficient manner considering the contract completion date. ERI will be entitled to an equitable adjustment in the price of the Work including but not limited to any increased costs in labor, including overtime or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others. ERI shall not be required to commence or continue Work unless sufficient areas are ready to insure continuous Work. Owner/Contractor shall promptly provide ERI with all schedules of work and with any other information necessary for the proper scheduling of ERI's Work.
- l. **Consequential/Liquidated Damages & Delays & Force Majeure.** ERI will be excused and will not be liable for any damages (direct, incidental or consequential) for any delay or failure in performance. This includes but is not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by ERI's subcontractors, suppliers and carriers not caused solely by or solely within the direct control of ERI.
- m. **Changes in Work.** Client acknowledges that the type of Work to be performed under this Contract may require changes. In addition, the Client may make changes to the Work under this Contract but the parties agree that any such change will not be binding on ERI absent a written change order signed by ERI. Despite anything to the contrary in this Contract or elsewhere, ERI will be entitled to an equitable adjustment in compensation should Client fail to provide a change order under circumstances in which ERI performs additional work.
- n. **Claims.** Any claims by Client against ERI must be presented in writing to ERI within fifteen (15) days after they arise, otherwise ERI will have no responsibility or liability for such claim.
- o. **Title to materials.** Until full payment, ERI retains title to the material and equipment furnished under this Agreement, whether or not it is attached to real property. ERI, however, reserves the right to change this conditional sale to an absolute sale at any time to all or any part of the equipment or materials and to pursue any statutory or other remedies in such cases. When and if requested by ERI, Owner will duly acknowledge this contract and will execute, acknowledge and deliver to ERI any other instruments as may be appropriate to constitute the materials and equipment as security for the price to be paid by Client, or to enable ERI to comply with the applicable filing, recording or other laws in the state where the Work is being performed.
- p. **Indemnity.** The Client will indemnify ERI for any and all claims arising out of a) the discovery and removal of hazardous materials; b) any claim, loss, damage or expense which ERI suffers as a result of claims asserted against Client by third parties (including Client's employees or agents) which arise out of Client's activities at the Project, to the extent caused by the negligent acts or omissions of Client or anyone for whom Client is responsible.

q. Insurance. Client agrees that it currently has and will maintain adequate insurance on its Project for the duration of the time that ERI is on the Project. Such insurance will, at a minimum, cover damage to Client's property (including the Project) and liability to persons arising due to the acts or omissions of Client's employees and agents. Client waives any claims it may have against ERI arising out of any losses for which it is insured. ERI agrees that it will maintain worker's compensation coverage as required by the law of the State in which the Work is to be performed and in which the Project is located. If the Client requires ERI to purchase additional insurance coverage or to name the Client as an additional insured under ERI's policies of insurance and the insurer charges an increased premium in either case, Client agrees to pay any such increased premium costs.

r. Ownership of Drawings. All drawings prepared by ERI shall remain the property of ERI.

s. Bonds. Unless otherwise specified in the Agreement, the cost of the Work does not include the cost of a labor and material payment and performance bond. Any required bonds must be purchased by Client at its expense.

t. Dispute Resolution. Any dispute ("Disputes") arising out of or relating to this Agreement shall be governed by the following procedures until finally resolved: (i) within fifteen (15) days of the receipt of any written notice of a claim, the senior executives of each party will negotiate in good faith to settle the claim or controversy; (ii) if the Dispute is not resolved within fifteen (15) days after receipt of notice, the parties will attempt to resolve the dispute through non-binding mediation through the American Arbitration Association ("AAA") or some mutually acceptable third party; (iii) if the Dispute cannot be resolved through the preceding procedures within sixty (60) days of the notice of the Dispute, the parties agree to submit the dispute to binding arbitration through the AAA in the locale where the Work is being performed.

u. Mold. All parties acknowledge and agree that the Project currently has moisture infiltration issues and, as a result, it is possible that "Mold" (such term including fungi, organic pathogens, yeasts, mildew, virus, mycotoxins, spores, scents, by-products produced or released by fungi or other airborne contaminants) is already present in or about the Project, including its contents, if any. If there is any determination of the existence of Mold during the course of ERI's Work at the Project or anytime thereafter, it is mutually agreed by all parties to the Contract that the discovery of such Mold is and/or was a pre-existing condition of the Project before ERI's commencement of Work. ERI has been retained to perform defined installation and/or repair Work on the Project and has not guaranteed the removal or eradication of any Mold. ERI shall be held harmless from and against any and all claims, suits or damages resulting in any way whatsoever from the Mold present at the Project before, during and after ERI has completed its Work pursuant to this Contract.

v. Conditions of the Project. As provided in this Contract, ERI is not responsible for latent defects in the Project or underlying site conditions. ERI shall not be liable for any loss or damage to, or due to 1) unseen or concealed piping, wires, fixtures, or equipment or material; or 2) the character, conditions, or physical strength of any foundations, walls or other structures, or improvements not erected by ERI or excavation in proximity to such structures.

w. Termination of Contract. ERI may terminate this Agreement upon the occurrence of the following: 1) failure of Client to perform any term of this Agreement, including but not limited to the failure to fully and promptly pay ERI as required by this Agreement (time being of the essence of this Agreement); 2) if Client or its contractors acts or omissions interfere with ERI's ability to perform the Work timely and without interruption; 3) ERI determines, in its sole discretion, that Client will not be able to pay ERI for the Work due under this Agreement (this would include but not be limited to the Client being adjudicated bankrupt or insolvent, the appointment of a receiver or trustee in bankruptcy or insolvency or liquidation of the Client's property, the making of an assignment by Client for the benefit of creditors, the docketing of a judgment against the Client's property or any part thereof which shall remain unsatisfied for a period of ten consecutive days or the filing of a material man's or mechanic's lien against the Client's Project or any part thereof which shall remain a lien thereon for a period of ten consecutive days, or the issuance of an execution upon a judgment against Client or Client's Project or institution of proceedings for foreclosure against the Client's Project).

x. Remedies of ERI. In the case of any default by Client, ERI may: 1) terminate the Contract and/or demand immediate payment of the Contract price, less a sum equal to ERI's cost of any labor and materials not furnished or ordered if the Work is not complete, 2) enter the Project and remove its equipment and any unused material and sell same at a public or private sale to offset the balance owed, and 3) invoke and pursue such other or additional remedies provided by this Contract or at law. Client shall indemnify ERI for any and all expenses, including attorneys' fees, incurred in pursuing any of the foregoing remedies.

y. Entire Agreement. This Contract constitutes the entire agreement between the parties. Client's acceptance of this Contract shall constitute an acceptance by Client of all terms and conditions contained or referred to in this Proposal and the incorporated General Terms and Conditions. This Contract, when accepted by Client, supersedes any and all other prior and/or conflicting terms and conditions between the parties.

z. Modifications. No waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless in writing and signed by the duly authorized representative of each party.

aa. Obligations of Client/Owner. In addition to any other obligations specified in this Agreement, if ERI is required to perform Work on Client's property, the Client must: 1) notify ERI of any and all site conditions which may affect the Work (ERI is not responsible for latent defects in the Project or underlying site conditions); 2) if ERI encounters latent defects or differing site conditions, negotiate with ERI for an adjustment in compensation for the Work performed and added time to complete the Work; 3) provide sufficient and proper space for handling and storing materials and equipment for the Project and sufficient power, light, water, heat and air circulation (at all levels) for the performance of the Work; 4) provide all cranes and lifts and provide for removal all obstructions to enable ERI to perform the Work; 5) fully and promptly pay ERI under the terms of this Agreement - any failure to do so will be considered a default; 6) provide all shoring and any other protection necessary to preserve from damage all foundations, walls or other structures or improvements or portions thereof which may be disturbed by ERI's performance of its work; 7) on completion of ERI's work, remove all refuse that accumulated; 8) provide excavation of all necessary earth outside of enclosing foundation walls (if any); 9) pay ERI for all costs incurred as a result of encountering water, quicksand, rock, structural failure or other conditions; and 10) bear and pay for any loss of or damage to ERI's or Client's materials, equipment, tools, work or workmen of ERI, its agents or subcontractors except in any instance where such was caused solely by ERI's negligence; 11) be responsible for the removal of all asbestos, lead, Mold, polychlorinated biphenyls ("PCB's") or any other hazardous material (as defined by Federal, State and local law) found on the Project. If ERI encounters any substance it believes to be hazardous, the parties agree to the following: i) ERI will notify Client in writing; ii) ERI will stop Work on the Project; iii) Client will pay for any and all testing and removal required; iv) ERI will only resume Work upon written agreement of the parties; v) Client will indemnify ERI for delays and for any exposure of its workers to hazardous materials.

bb. Warranty. For a period of one (1) year from the date of substantial completion of ERI's Work covered by this Agreement or from acceptance of any alleged improper workmanship, whichever is earlier, ERI agrees to repair any improper workmanship performed by ERI subject to the terms of this warranty. This warranty is expressly conditioned on ERI's receiving written notice from Client (which must be mailed to ERI no later than 1 year from the date of substantial completion) of any such improper workmanship and an opportunity to inspect the same prior to it being disturbed or otherwise moved (and ERI will not pay for any inspections or repairs performed by others prior to receipt of its notice and a reasonable opportunity for it to make repairs, if warranted). Instead of repairing such workmanship, all of ERI's obligations under this paragraph can be satisfied at ERI's option by ERI refunding the cost of such improper workmanship it has been previously paid or by issuing a credit memo for such amount if ERI has not been previously paid. ERI's liability and responsibility is limited to such repair, replacement or refund, but under no circumstances shall ERI's responsibility or liability exceed the amount ERI is entitled to receive for performing this Work. ERI is not and shall not be liable or responsible for any loss or damage to persons or property occasioned by or resulting from any faulty materials or improper workmanship. This warranty is not applicable until and unless ERI has been paid for all Work performed. Further, as to materials, ERI warrants that it will use only new materials unless otherwise specified. ERI will deliver to the Client any warranties issued by the manufacturer of any materials, if available. Client agrees ERI will have no liability under any such warranties and that it will look solely to the manufacturer of any materials for any warranty claims on materials. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

cc. Notices. Any notices required pursuant to this Contract must be sent to the other party via certified mail, return receipt requested, to those addresses stated on the front of the Proposal.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF CARROLL COUNTY
AUTHORIZING A MODIFIED SCOPE OF WORK FOR THE CONSTRUCTION WORK
AT THE NEW CARROLL COUNTY COURT HOUSE AND
CARROLL COUNTY'S HISTORIC COURT HOUSE

WHEREAS, Carroll County, Georgia, and Engineered Restorations, Inc., entered into A104-2017 Standard Form of Agreement between Owner and Contractor dated the 13th day of April, 2020, for the performance of the repair and remediation work at the new Carroll County Court House and Carroll County's Historic Court House, which was developed and proposed by BioPure Group, LLC, in their proposed Scope of Work; and

WHEREAS, the Board of Commissioners of Carroll County, Georgia, authorized the repair and remediation work to the new Carroll County Court House and Carroll County's Historic Court House pursuant to a budget that totaled \$3,603,730.00; and

WHEREAS, the Board of Commissioners of Carroll County, Georgia, deems it in the best interest of Carroll County, and the County will be best served by modifying the Scope of Work for construction work at the new Carroll County Court House and Carroll County's Historic Court House;

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

1. The Board of Commissioners of Carroll County, Georgia, hereby authorizes a modification of the Scope of Work for construction work at the new Carroll County Court House and Carroll County's Historic Court House to include cleaning and sealing the stonework at Carroll County's Historic Court House and aquatreating and applying water repellent to all new cast stone and remaining architectural precast at the new Carroll County Court House.

2. The Board of Commissioners of Carroll County, Georgia, hereby authorizes an increase in the budget for the repair and remediation work to the new Carroll County Court House and Carroll County's Historic Court House in an amount not to exceed \$150,000.00 to the total amount of \$3,753,730.00.

3. The funds for the modified Scope of Work for construction at the new Carroll County Court House and Carroll County's Historic Court House will come from the settlement funds that were received from the settlement of the lawsuit identified as Civil Action File No. SUCV-2018-00094, which funds are currently being held by an Escrow Agent and being

disbursed for the repairs and remediation work at the new Carroll County Court House and Carroll County's Historic Court House.

4. The Board of Commissioners of Carroll County, Georgia, hereby authorizes the Chairman of the Carroll County Board of Commissioners (the "Chairman") to execute the attached proposed Change Orders modifying the Scope of Work for construction at the new Carroll County Court House and Carroll County's Historic Court House and to enter into and execute any documents necessary and otherwise to perform all their acts needed to accomplish the intent of this Resolution.

5. This Resolution shall be effective on the date of its approval by the Board of Commissioners.

SO RESOLVED, this ____ day of _____, 2020.

CARROLL COUNTY BOARD OF COMMISSIONERS

Michelle Morgan, Chairman

Montrell McClendon, District 1

Clint Chance, District 2

Tommy Lee, District 3

Steve Fuller, District 4

Ernest Reynolds, District 5

George A. Chambers, District 6

Attest: _____
Susan A. Mabry, Clerk



CENTER FOR
TECH AND
CIVIC LIFE

September 23, 2020

Carroll County, Georgia
Board of Commissioners
323 Newnan Street, Room 200
Carrollton, GA 30117

Dear Michelle Morgan,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Carroll County, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of Carroll County ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$66,776.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Carroll County in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.

3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Ballot drop boxes, Election department real estate costs, or costs associated with satellite election department offices, Non-partisan voter education, Personal protective equipment (PPE) for staff, poll workers, or voters, Poll worker recruitment funds, hazard pay, and/or training expenses, Polling place rental and cleaning expenses for early voting or Election Day, Temporary staffing, Vote-by-mail/Absentee voting equipment or supplies, and Election administration equipment. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Election Superintendent ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.

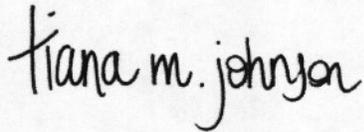


10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandcivicliflife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: _____

Title: _____

Date: _____



CENTER FOR TECH & CIVIC LIFE
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**MULTI-JURISDICTIONAL
SOLID WASTE MANAGEMENT PLAN**
CARROLL COUNTY, GEORGIA
MUNICIPALITIES OF BOWDON, CARROLLTON, TEMPLE,
MOUNT ZION, ROOPVILLE, VILLA RICA and WHITESBURG
2020-2030

Prepared April 2018 by the
Carroll County Economic Development Foundation
dba/Carroll Tomorrow
updated August 2020 by
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Planning Process & Purpose

Carroll County and the municipalities of Bowdon, Carrollton, Mount Zion, Roopville, Temple, Villa Rica, and Whitesburg prepared this Multi-Jurisdictional Solid Waste Management Plan for purposes of maintaining joint standards and procedures for the management of solid waste in their respective jurisdictions for the ten years of 2020-2030.

The 2011 Georgia General Assembly removed the requirements of local governments including a third-party review by the Regional Commission or the Georgia Department of Community Development in the approval of solid waste management plans. At such time as participating jurisdictions review, approve, and adopt the Plan, all elements of said Plan will be in effect.

The Multi-jurisdictional Solid Waste Management Plan includes, at a minimum:

- Provision for ten years of collection capability and disposal capacity from the date of completion of the plan
- Enumerate the solid waste handling facilities as to size and type, and
- Identify those sites which are not suitable for solid waste handling facilities based on environmental and land-use factors.

The Solid Waste Plan is organized to reflect the following four core elements: waste reduction, collection, disposal, land limitations, implementation strategies, and detailed mapping.

Data collection was derived from each jurisdictional Comprehensive Plan, the Carroll County/Municipalities Service Delivery Strategy, Georgia Department of Community Affairs Solid Waste Planning guidelines, and Georgia Department of Natural Resources EPD guidelines.

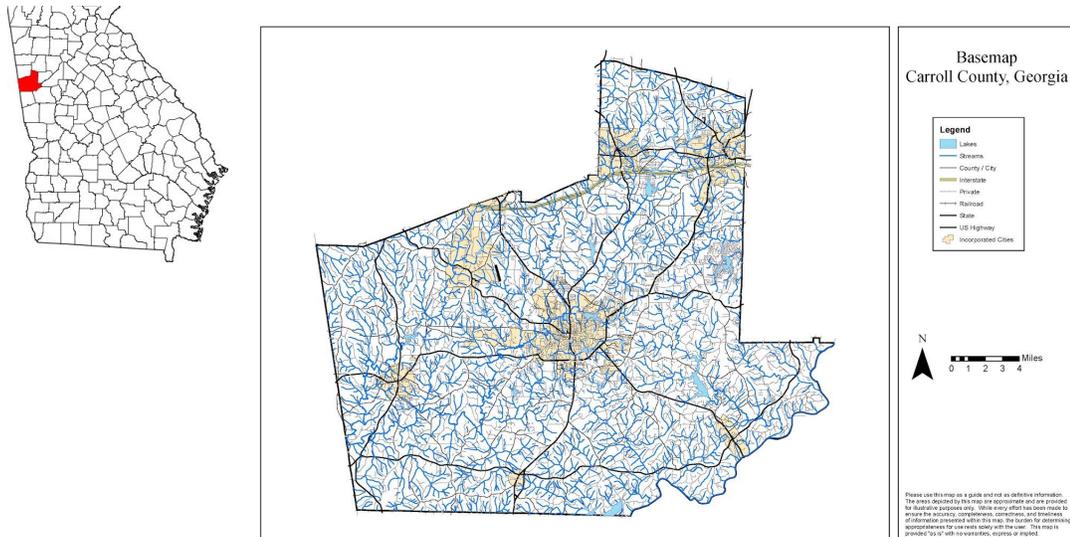
All questions or inquiries relative to the Multi-Jurisdictional Solid Waste Management Plan 2020-2030 should be directed to the Carroll County Public Works Department, 34 Horsley Mill Road, P.O. Box 338, Carrollton, GA 30117, 770/830-5901.

I. Introduction

A. Location and Topography

Carroll County is located within the Atlanta Metropolitan area providing opportunities for metropolitan services, while maintaining a suburban/rural community atmosphere. The County is situated along the western border of Georgia adjacent to Alabama approximately 40 miles west of Atlanta, 90 miles south of Chattanooga, and 60 miles north of Columbus.

Gently rolling hills to steep slopes characterize Carroll County's topography with numerous drainage basins that flow in a general southwest direction. Elevations range from 700 ft. mean sea level to 1,550 ft. at the highest point at Blackjack Mountain in the southwest corner of the County. The County is located within the physiography of the Piedmont Plateau Province and is at the foothills of the Blue Ridge and Appalachian Mountain ranges. This area is represented by a variety of soil types from slow draining Chewalca-Augusta located along the many natural waterways to well-drained Madison-Tallapoosa. Detailed topographic data is detailed in the Carroll County Comprehensive Plan 2018, and the Soil Classification Map is attached in Appendix H.



B. Population

Population changes within the unincorporated and municipal boundaries of Carroll County will have significant impacts on the economic and physical character over the next ten years. Population increases require additional infrastructure and increased

demand for services. Population trends in various areas of the county demonstrate different needs in terms of solid waste management. While the larger cities of Carrollton, Temple, and Villa Rica will continue to make slightly increased demands on collection and disposal, there will be stable demand from the unincorporated area and smaller municipalities of Bowdon, Mount Zion, Roopville, and Whitesburg. Unincorporated Carroll County will continue steady growth as new subdivisions continue to build beyond current municipal service provisions.

Table I.B.1 reflects population trends projected through 2030. From 1990 through 2010, Carroll County’s population grew by 54.9%, which surpassed the State’s population growth rates of 49.5% during the same period. As a whole, the County’s growth rate slowed due to the recession between 2010 and 2017, thus allowing government service provision to better maintain and prepare for growth opportunities.

TABLE I.B.1

POPULATION & PROJECTIONS						
Jurisdiction	1990	2000	2010	2017	2020	2030
Carroll County Total	71,422	87,268	110,667	117,812	127,672	146,497
% Change		22.2%	26.8%	6.46%	8.4%	14.7%
Bowdon	1,981	1,959	2,042	2,097	2,102	2,200
% Change		(1.1%)	4.2%	2.7%	.02%	4.7%
Carrollton	16,029	19,843	24,375	26,562	27,259	32,430
% Change		23.8%	22.8%	8.9%	2.6%	18.9%
Mount Zion	511	1,275	1,708	1,763	2,105	2,520
% Change		149.5%	33.7%	3.2%	1.9%	19.7%
Roopville	248	177	218	228	232	240
% Change		(28.6%)	23.2%	4.6%	1.8%	3.4%
Temple	1,870	2,348	4,234	4,378	4,523	5,890
% Change		27.4%	77.4%	3.4%	3.3%	30.2%
Villa Rica	6,542	4,134	13,956*	15,345	16,058	19,200
% Change		(36.8%)	237.6%	9.9%	4.6%	19.6%
Whitesburg	643	596	589	604	615	650
% Change		(7.3%)	(1.3%)	2.5%	1.8%	5.7%

Source: US Census; ARC; Local Comp. Plans

*includes Douglas Co. portion of city limit

Anticipated growth from 2017-2030 will be steady at an overall growth rate of 1.47% per year.

II. Waste Disposal Stream Analysis

A. Waste Generators

The major contributors to the overall waste stream in Carroll County are residential and commercial/industrial Municipal Solid Waste (MSW), and construction/demolition (C&D) materials. The City of Carrollton Sanitation Department collects and hauls municipal waste to the Carroll County Transfer Station located on Simonton Mill Road, Carrollton.

Unincorporated Carroll County contracts private hauling from the county convenience centers to the Transfer Station. Individual residents and commercial businesses haul limited amounts of waste to the Transfer Station.

The City of Villa Rica maintains a Sanitation Department for collection and hauls waste to a contracted vendor outside Carroll County. The municipalities of Bowdon, Mount Zion, Roopville, Temple, and Whitesburg contract with private collection services that haul outside of the county. For purposes of the Plan only waste generation adding to the disposal capacity of the county will be assessed.

Carroll County entered into an Intergovernmental Agreement with Haralson County Solid Waste Management Authority in June 2017 for the disposal of Construction and Demolition (C&D) “inert debris” including earth, earth-like products, concrete, cured asphalt, rock, bricks, yard trimmings, stumps, limbs, and leaves at the HCSWMA landfill located in Buchanan, Georgia.

2017 through 2019 quantity collection data by sector from the Carroll County Transfer Station are reflected in Table II.A.1. Actual Net Unit Tons are the measure minus carrier and container weight. All material sectors gradually increased annually with the exceptions of Class #4-Commercial Place of Business or Service and Class #15-Demolition which has been applied to #5-Lumber in 2020. It is presumed that commercial sector disposal decreased slightly in 2019 due to changes in hauling services or retail activity.

Collections are primarily received from Commercial Business/Service (48%) and Residential Trash (30%).

Projections of Net Unit Tons for the five-year increments of 2020-2030 is based on a pro-rata trend analysis factoring in the county annual growth rate and changes in collections. These projections do not factor in any significant natural or man-made

occurrences that might affect collections. Detailed CCSWMA annual data is represented in Appendix A.

Table II.A.1

Carroll County Solid Waste Material Summary						
Material	Actual Net Unit Tons per Year			Projected Net Unit Tons per 5 Year		
	2017	2018	2019	2020	2025	2030
2 Unclassified Scrap	1,727.93	986.89	1,431.79	1,582.00	2,332.00	3,750.00
3 Carpet	628.23	583.77	598.48	635	817	913
4 Commercial Place of Business or Service	36,714.74	39,658.75	37,201.18	38,842.00	47,047.00	51,240.00
5 Lumber – Construction Materials	2,754.19	2,975.71	4,389.36	5,503.01	7,216.00	8,629.00
6 Furniture	5,625.60	6,242.07	7,151.66	8,061.25	13,971.00	18,881.00
7 Industrial – From Production/Producing materials	1,715.61	1,822.80	1,950.78	2,078.76	2,506.00	3,124.00
9 Trash – Residential	22,620.21	24,455.12	24,597.47	25,762.00	30,541.00	34,872.00
11 Brush & Yard Waste	5,472.44	4,199.39	3,625.01	3,740.00	4,135.00	4,540.00
14 Shingles	810.86	1,229.98	1,598.95	1,697.00	2,899.00	3,545.00
15 Demolition	1,512.93	983.75	163.65	170	180	185
TOTAL	79,591.73	83,139.22	82,708.33	88,071.02	111,644.00	129,679.00

Source: CCSWMA Material Summary-Carroll County Public Works; Carroll Tomorrow Linear Projection Models

B. Unique Conditions and/or Seasonal Variations

Carroll County’s primary changes in disposal and collections occur based on the University of West Georgia session period in the City of Carrollton. With over 13,000 students the university’s waste collection volume will increase dramatically from August-May annually. This impact will have direct influence on collection and hauling volumes from the City of Carrollton to the Transfer Station. Other seasonal changes in collections occur with agricultural and land clearing activities impacting brush and yard waste volumes. Construction (C&D) tonnage will also see an increase seasonally though this will be relatively insignificant to the Transfer Station operations as C&D waste is primarily removed by commercial haulers outside the county.

C. Natural Disaster/Emergency Situations

The Carroll County Emergency Management Agency (EMA) is the agency responsible for protecting the County and all seven municipalities as defined by the requirements of the Georgia Emergency Management Act of 1981, amended in 1992. EMA is charged with creating and maintaining the framework within the community to reduce vulnerability to hazards and cope with disasters. A multi-jurisdictional Hazard Mitigation Plan was updated in 2020 outlining coordinated procedures.

In cooperation with EMA, the Georgia Emergency Management Agency (GEMA) and the Federal Emergency Management Agency (FEMA) would be available to coordinate with the local EMA in the event of a disaster where large-scale assistance in the collection and removal of waste was necessary.

In extreme circumstances as determined by EMA the Georgia Environmental Protection Division (EPD) may be contacted for permission for on-site incineration using air-curtain incinerators. A private contracted collection service would be utilized for removal of debris to an authorized MSW disposal site.

D. Disposal Rate

Based on Transfer Station records and limited vendor records disposal rates are quantity/characteristics based data in relation to population. The average person in Carroll County is disposing of 7.03 lbs. of waste per day.

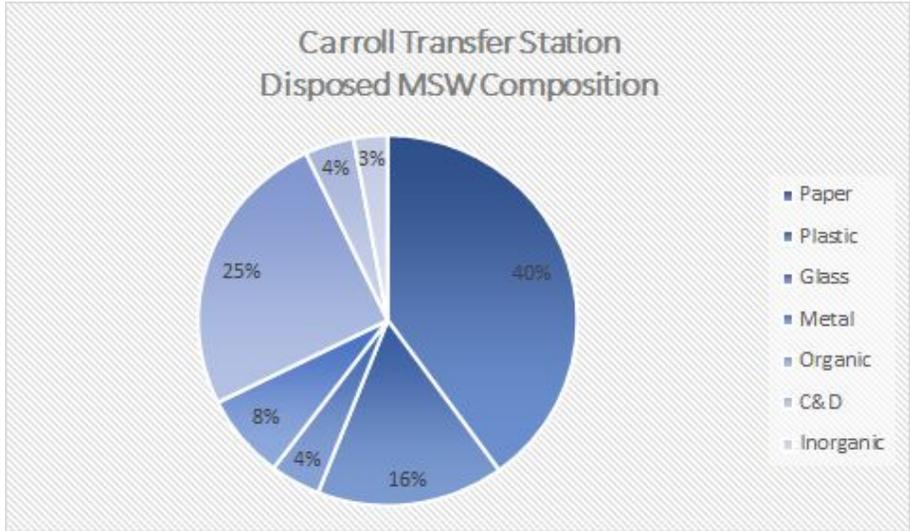
Table II.D.1

Carroll County Disposal Rates			
Carroll County	Tons per Year (2017)	Population (2017)	Pounds per Person per Day
CCSWMA	79,591.73	117,812	1.9

Source: Carroll County SWMA

Sectors of waste stream for Carroll County were delineated in a 2005 study directed by the Georgia Department of Community Affairs as noted in Table II.D.2. Paper represents the highest sector at 40% and Organics follow at 25%.

Table II.D.2



Source: GA Dept. of Community Affairs Regional MSW Study 2005

Appendix G includes the 2018 Carroll County Solid Waste Service Delivery Strategy.

III. Waste Reduction

In 2011, the Georgia General Assembly removed requirements for Solid Waste Plans to receive regional or state review, and eliminated the 25% state-wide reduction in municipal solid waste (MSW) generation. However, since initiating solid waste management planning in Carroll County and the seven municipalities in 1993, the multi-jurisdictions have made significant strides in waste reduction. Recorded updates beginning in 2006 equated to 8.97 pounds per person per day, while the recorded 2017 total was 7.03 pounds per person per day.

The primary impact on this almost 2% reduction has been the continued recycling efforts of municipal curbside pickup programs, utilization of the County Convenience Centers, Keep Carroll Beautiful education programs and individual corporate strategies.

A. Curbside Pickup

The City of Carrollton encourages residential recycling with weekly pick up of certain recyclables as identified in Appendix B-Municipal Curbside Pickup. Carrollton's volume of recyclables represents the largest percentage of total recycling within the county due to the concentration of commercial and industrial establishments. The county Convenience Centers on Lovvorn and Newnan Roads are strategically located inside the Carrollton City Limit and community surveys have proven that self-service disposal of recyclables are by majority preferred by city residents.

The City of Villa Rica would represent a secondary concentration of commercial, industrial and residential recyclables as noted in Appendix B, however, Villa Rica's waste stream is collected and hauled outside the county. The other municipalities are also contracting outside hauling of any recycling and would not be reflected in the county's waste stream.

It is presumed that a large portion of other municipal recyclables are disposed of at the strategically located County Convenience Centers, but there is no means to extrapolate the actual volume per jurisdiction.

B. County Convenience Centers

Carroll County has a network of 10 manned Convenience Centers for residential solid waste and many recyclables dependent on the Center. Appendix B provides locations, hours of operation and accepted recyclables, as well as other options and restrictions.

C. Keep Carroll Beautiful

Carroll County and its municipalities are supported by a very active and award-winning certified Keep America Beautiful affiliate, Keep Carroll Beautiful (KCB). KCB is independently operated as a 501c3 nonprofit organization with a community board of directors. In addition to promoting the Convenience Centers, Curbside Pickup Programs and other municipal programming, KCB actively provides waste reduction activities.

Since 2005, Keep Carroll Beautiful and many local partners have diverted tons of hazardous materials from landfills and, if possible, sent those materials to certified recycling centers. KCB has regular Electronics Recycling, Paint Recycling, Tire Recycling, and Paper Shredding events. Through these measures, residents of Carroll County are able to reduce their impact on the environment and responsibly dispose of their trash (Table III.C.1). Most events are free for participants.

KCB's Adopt-A-Road and Adopt-A-Trail initiatives also have an immediate and measurable impact on the community as a litter reduction effort.

Table III.C.1

Keep Carroll Beautiful Annual Impact	2015	2016	2017	2018	2019
Recycled Electronics in Pounds	84,588	109,374	89,678	NA	48,567
Recycled Paint in gallons	742	272	8.5 Tons	NA	26.25
Roadside Litter in Pounds	5,811	3,180	7,640	NA	5,808
Plants/Seeds Planted	370	720	370	NA	450

Source: Keep Carroll Beautiful Annual Reporting

Keep Carroll Beautiful, in cooperation with local governments and corporate sponsors maintains a vital education and public involvement program. In 2019, KCB had over 670 volunteers participate in various events and programming. Additional KCB reporting and educational materials are included in Appendix C.

D. Corporate/Independent Waste Management

Fourteen different contract solid waste collection and disposal companies are identified as serving local municipalities, private companies and individual residential areas. Many of these haulers are transferring waste outside Carroll County to various landfills and

transfer stations. It is difficult to properly analyze the volume of waste being affected by these independent contractors.

Several larger, local industrial and commercial establishments have very robust waste management initiatives in place that include reduction and recycling. Southwire and Tanner Health System are two such entities who are also very engaged with the Keep Carroll Beautiful programs.

E. Waste Reduction Needs and Goals

In an effort to continually improve waste management, disposal and reduction, the following should be considered by Carroll County and the seven municipalities:

- Continue to participate in the Multi-Jurisdictional Solid Waste Management Planning process with all municipalities.
- Coordinate collection of municipal summary data from independent hauling contractors to better generate total county solid waste thresholds.
- Deliberate shared cost opportunities for municipal contracts.
- Develop a recyclable collection recordkeeping model utilized by all municipalities prior to recycling disposal.
- Continue to support the efforts and activities of Keep Carroll Beautiful in community-based waste reduction, recycling, beautification and education.
- Continue to evaluate best practices for disposal and reuse of paper products as the largest sector of waste materials.
- Continue to add/redistribute convenience center locations based on population concentration and growth.
- Evaluate other recycling options while maintaining fiscal responsibility of solid waste fee structures.

IV. Waste Collection

The methods for providing collection services vary around the county depending on a number of factors including community size, types of waste material generated, financial considerations, local policy and demographics.

A. Jurisdictional Management

The City of Carrollton provides a comprehensive solid waste collection program furnishing residential, commercial, industrial and streetside rubbish/yard trimmings/tires/appliances/debris/furniture collection services.

The Cities of Bowdon, Mount Zion, Roopville, and Whitesburg provide collection services and streetside yard trimmings/debris collection. The Cities of Temple and Villa Rica provide contracted solid waste collection services via a private vendor including solid waste residential and commercial collection, as well as streetside rubbish/yard collections. Each of these jurisdictions maintain their own collection data.

Residents in unincorporated Carroll County may hire private collection haulers who may or may not dispose of solid waste at the Carroll County Transfer Station. Currently, there is no means of confirming this data. Most county residents utilize the ten convenience centers located throughout the county.

B. Illegal Dumping/Littering

Dumping is a localized issue in Carroll County consisting primarily of tires, furniture and appliances. This problem has been mitigated over the years by the maintenance of the strategically located Convenience Centers and the county Transfer Station allowing the drop off of many of these nuisance items. Codes enforcement and public works personnel monitor the municipalities and unincorporated county for dumping incidences and where possible, cite violators.

Keep Carroll Beautiful maintains an annual Litter Index of the county citing areas that are highly prone to dumping and more often pervasive littering. This data may be reviewed in Appendix C.

County and municipal litter control uses Sheriff's Office litter crews, community service workers and public works personnel to collect litter along the public right-of-way and on public properties. The Georgia Department of Transportation (GDOT) periodically

collects litter along State/Federal routes throughout the county. The KCB Adopt-a-Road program also provides volunteers sponsored by private businesses and organizations.

C. Natural Disaster/Emergency Situations

The Carroll County Emergency Management Agency (EMA) is the agency responsible for protecting the County and all seven municipalities as defined by the requirements of the Georgia Emergency Management Act of 1981, amended in 1992. EMA is charged with creating and maintaining the framework within the community to reduce vulnerability to hazards and cope with disasters. A multi-jurisdictional Hazard Mitigation Plan was updated in 2020 outlining coordinated procedures.

In cooperation with EMA, the Georgia Emergency Management Agency (GEMA) and the Federal Emergency Management Agency (FEMA) would be available to coordinate with the local EMA in the event of a disaster where large-scale assistance in the collection and removal of waste was necessary.

In extreme circumstances as determined by EMA the Georgia Environmental Protection Division (EPD) may be contacted for permission for on-site incineration using air-curtain incinerators. A private contracted collection service would be utilized for removal of debris to an authorized MSW disposal site.

D. Waste Collection Needs and Goals

In an effort to be fiscally responsible, efficient and responsive in the collection of MSW, and recyclables, and mitigating disasters, Carroll County and the seven municipalities shall provide effective collection programming for all residences and businesses throughout the community with consideration of:

- Coordinated county and municipal recordkeeping maintained by a central authority on an annual basis. This will require open records availability from independent contractors hired by municipal governments.
- Coordinate enforcement efforts to prevent illegal dumping and littering including action against violators.
- All jurisdictions should evaluate existing solid waste ordinances to support the solid waste management plan and allow for interjurisdictional conformance.
- Municipal contracts should be periodically evaluated for competitiveness and shared cost opportunities.

V. Waste Disposal

A. Transfer Station

The Carroll County Transfer Station is located at 439 Simonton Mill Road, Carrollton, GA 30117. Currently, the Transfer Station accepts all MSW from the 10 county convenience centers, the City of Carrollton Sanitation Department, and residents, businesses and independent contractors. Carroll County contracts with an independent hauler to transport waste from the Transfer Station to the Polk County Landfill located on Grady Road, Rockmart, Georgia.

County Construction and Demolition (C&D) waste is managed by an intergovernmental agreement with the Haralson County Solid Waste Management Authority and transported to a public C&D landfill located in Cedartown, Georgia. Yard trimmings are separated from the MSW at the Transfer Station and chipped for county/municipal use, and/or sold to a private contractor.

Appendix D includes the hours of operation of the Transfer Station, fee schedules and acceptable and restricted materials. Additionally, the GADNR guidelines for Transfer Station M&O are included in Appendix D.

B. Landfills

According to the Georgia Environmental Protection Division (EPD) 2017 List of Landfill Remaining Capacity there are ten (10) Georgia permitted landfills, three (3) MSW and seven (7) C&D within a 50-mile distance of Carroll County (Table V.B.1). The landfill facilities have an estimated years remaining ranging from 1 to 5,387, and remaining capacity in cubic yards (yd³) of 27,058,105. Current contracts with Polk County Landfill ensure a ten (10) available capacity for Carroll County Transfer Station waste.

Table V.B.1

2017 List of Landfill Remaining Capacity - 50 miles				
County	Waste Type	Remaining Capacity (yd3)	Years Remaining	Estimated Fill Date
Coweta	C&D	141,947	10	3/1/2027
Douglas	C&D	376,685	6	8/1/2023
Floyd	MSWL	4,151,480	24	4/17/2041
Floyd	C&D	260,841	5,387	--
Haralson	C&D	299,016	9	9/1/2026
Paulding	C&D	20,695	128	1/1/2145
Polk	MSW	19,923,384	26	2/17/2043
Troup	C&D	8,258	3	3/1/2019
Troup	MSW	1,862,076	11	2/1/2028
Troup	C&D	13,723	1	1/11/2018

Source: GADNR-EPD

C. Contingency Disposal Strategy

In the event the primary method of solid waste disposal identified above is interrupted or becomes unavailable Carroll County has an interim disposal strategy. The County and Carrollton would work cooperatively to secure permission to dispose of waste in one of the alternative permitted sites listed. If these were not available there are numerous permitted MSW landfill sites located around the state. The full 2017 Georgia List of Landfill Capacity is included in Appendix E.

D. Natural Disaster/Emergency Situations

The Carroll County Emergency Management Agency (EMA) is the agency responsible for protecting the County and all seven municipalities as defined by the requirements of the Georgia Emergency Management Act of 1981, amended in 1992. EMA is charged with creating and maintaining the framework within the community to reduce

vulnerability to hazards and cope with disasters. A multi-jurisdictional Hazard Mitigation Plan was updated in 2020 outlining coordinated procedures.

In cooperation with EMA, the Georgia Emergency Management Agency (GEMA) and the Federal Emergency Management Agency (FEMA) would be available to coordinate with the local EMA in the event of a disaster where large-scale assistance in the collection and removal of waste was necessary.

In extreme circumstances as determined by EMA the Georgia Environmental Protection Division (EPD) may be contacted for permission for on-site incineration using air-curtain incinerators. A private contracted collection service would be utilized for removal of debris to an authorized MSW disposal site.

E. Waste Disposal Needs and Goals

To ensure proper disposal operations the multi-jurisdictional agencies should:

- Monitor and ensure continued sufficient capacity of public contracted landfills and contracted haulers source of waste destination.
- Ensure waste disposal/handling facilities in the county will not adversely affect the environment, public health and safety.
- Ensure solid waste disposal/handling operations are fiscally responsible, efficient and responsive to growth and development trends.
- Ensure that all interjurisdictional agreements ensure a ten (10) year period of adequate permitted capacity for MSW disposal.

VI. Land Limitations

A. Natural Environmental Limitations

The purpose of this element is to provide an inventory and assessment of areas in County and the seven municipalities which are unsuitable for solid waste recycling, recovery, composting, or disposal facilities because of natural environmental limitation or land use criteria. For purposes of this Plan, land use criteria refers to heavily developed areas, zoning, historic resources, and airports. All related mapping discussed in this section is located in Appendix F.

B. Soils

The County is located within the physiography of the Piedmont Plateau Province and is at the foothills of the Blue Ridge and Appalachian Mountain ranges. This area is represented by a variety of soil types from slow draining Chewalca-Augusta located along the many natural waterways to well-drained Madison-Tallapoosa. Detailed topographic data is detailed in the Carroll County Comprehensive Plan-2018. Appendix F includes the county Soil Classifications Map.

C. Floodplains & Protected Rivers

Georgia Department of Natural Resource (GADNR) Rule 391-3-4.05(1)(d) stipulates that any solid waste landfill or disposal facility located in the 100-year floodplain shall not restrict the flow of the 100-year flood, reduce the temporary water storage capacity of the floodplain, or result in a washout of solid waste so as to pose a threat to human health or the environment. Carroll County and the municipalities maintain flood protection and/or damage prevention ordinances in accordance with the National Flood Insurance Program as stipulated by FEMA to protect all designated floodplains. Map VI.1 delineates the floodplains in the county.

Carroll County and all its municipalities have many major creeks and streams of various sizes. The Chattahoochee River traverses the southeast boundary of the county while the Little Tallapoosa River bisects the county in a northeast to southwest path. Map VI.1 shows riparian zones adjoining rivers, streams and lakes that offer a vegetative buffer between the water body and cleared land that produces storm water runoff. Alluvial soils deposited through flood events are typically high in agriculture productivity along these floodplains but often are poorly drained.

According to the Carroll County Comprehensive Plan the following areas are defined as “River Corridors” under the Georgia Environmental Planning Criteria:

“... all land not regulated ... in the areas of a perennial stream or watercourse with an average annual flow of at least 400 cubic feet per second as defined by the United States Geological Survey and being within 100 feet on both sides of the river as measured from the river banks at mean high water.” - GA O.C.G.A. 12-2-8(c)(3)

The riparian corridors shown in the Floodplain Map exceed the width requirements for state defined river corridors. However, the map does indicate regions in which erosion control, vegetation retention, septic tank limitations, impervious surfaces prohibition and other pollution mitigation measures should be taken. Appendix F includes the Floodplain Map.

D. Wetlands and Groundwater Recharge Areas

Wetlands identified within Carroll County and its municipalities consist of riparian areas along river corridors, lakes, ponds and other bodies of water and are defined by GADNR as “... those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions”.

According to the Carroll County Subdivision Ordinance, Sect. 8.7, pg. 31, “any construction, land use or land disturbance encroaching within a wetland requires issuance of a Section 404 permit to ensure compliance of activities with the Clean Water Act. Carroll County requires that a federally approved Section 404 permit be obtained prior to the issuance of any local development permit.” Map VI.2 delineates wetlands throughout the county.

GADNR Rule 391-3-16-.02(3)(a) requires that in significant groundwater recharge areas, GADNR shall not issue permits for new solid waste landfills not having synthetic liners and leachate collection systems.

While in Bowdon, Carrollton, Temple and Villa Rica, public water systems from surface and elevated water sources have limited the number of wells, the smaller cities of Mount Zion, Roopville and Whitesburg, and unincorporated Carroll County continue to depend on well water access for residential and commercial purposes.

Appendix F includes a map of the Groundwater Recharge Areas in Carroll County.

E. Water Supply Watersheds

The Water Supply Watersheds Map in Appendix F shows raw water supplies for the City of Carrollton and the City of Villa Rica provided by the Upper Little Tallapoosa River (ULTR). Three reservoirs, Sharpe's Creek, Lake Carroll and Lake Buckhorn serve as storage impoundments to supplement the City of Carrollton's water supply requirements. The northeastern portion of the City of Villa Rica also flows into Town Branch Watershed, and to the southeast, a portion of the City's service area flows into the Crawfish Creek located in the Dog River Basin. The Cities' Water Supply Watershed District Plans protect these water sources with buffers and restricted uses.

The southeastern region of the County lies within the Chattahoochee River basin, which extends southeast from Union County in the northeast corner of the state, to Carroll County and south along the western border with Alabama. There are approximately two (2) million people living within the Chattahoochee River Basin in Georgia, with nearly 1.5 million living in the Atlanta metropolitan area. Uses of the river and water resources include: municipal water and wastewater, recreation, navigation, irrigation, industrial water supply and hydropower. As demands within the basin increase, competition for water resources has increased. Georgia, Alabama and Florida have adopted the Apalachicola – Chattahoochee – Flint River Basin Allocation Formula Agreement, which ensures that specified quantities of water flow through Georgia to Alabama and Florida.

Carroll County Water Authority maintains an impoundment known as Snake Creek Reservoir in the southeast corner of the county serving public water to south Carroll residents.

According to the Georgia Department of Natural Resources, water quality within the basin is good and has been improving due to the adoption and enforcement of stringent major wastewater discharge standards. However, water quality downstream of the Atlanta metropolitan area continues to be impaired. Carroll County and its municipalities continue to participate in the West Georgia Watershed Assessment Watershed Management Plan.

F. Surface Water Intake

GA DNR Rule 391-3-19-.01 cites solid waste landfills must have engineer modifications such as liners, leachate collection systems, and groundwater monitoring systems if they are located within two (2) miles of a surface water intake for a public source, unless such a site is the feasible location. Other alternatives should be considered.

G. Fault Areas, Seismic Impact Zones and Unstable Areas

The Brevard Fault runs along the southeastern boundary of Carroll, Coweta and Fulton Counties just north of the Chattahoochee River. In recent years, Carroll County and surrounding areas have had minimal seismic activity though tremors from neighboring states are often reported. The following GADNR rulings apply to landfill unit construction and expansion:

GADNR Rule 391-3-4-.05(1)(f) requires that new landfill units and lateral expansions of existing landfills shall not be located within 200 feet of a fault that has had displacement in the Holocene Epoch unless the owner or operator demonstrates EPD that an alternative setback distance of less than 200 feet will prevent damage to the structural integrity of the landfill unit and will be protective human health and the environment.

GADNR Rule 391-3-4-.05(1)(g) prohibits the development of new landfill units and lateral expansions in seismic impact zones unless the containment structures, including liners, leachate collection systems, and surface water control systems are designed to resist the maximum horizontal acceleration in lithified weather material for the site.

GADNR Rule 391-3-4-.05(1)(h) requires owners or operators of new landfill units, existing landfill units, and lateral expansion located in unstable areas to demonstrate that engineering measure have been incorporated in the landfill unit's design to ensure that the integrity of the structural components of the landfill unit will not be disrupted.

H. Land Use and Zoning Limitations

GA DNR Rule 391-3-4-.05(1)(a) requires that solid waste facility sites must conform to all local zoning/land use ordinances. Sanitary landfills are currently mentioned insofar as permitted or restricted under the following local jurisdictional zoning ordinances:

Carroll County

Chapter 82: Sec. 102-8 Allowed in Industrial as a Conditional Use;

Sec. 102-9 Miscellaneous Districts - "New sanitary landfills are allowed only if they have synthetic liners and leachate collection systems"

City of Bowdon

Allowed in Industrial as a Conditional Use

City of Carrollton

Allowed in Industrial (M-2) only as a Conditional Development

National Register of Historic Places districts/sites restrict placement of solid waste facilities located in or adjoining the sites

City of Mount Zion

NA

City of Temple

Prohibited within flood hazard overlay and wetland protection districts

Allowed in IH - Industrial-Heavy

City of Roopville

NA

City of Villa Rica

Restricted in Historic Overlay District

Not cited as an allowable use in any zone

City of Whitesburg

NA

I. Airport Safety

GADNR Rule 391-3-4-.05(1)(c) requires that new solid waste landfills or lateral expansions of existing units shall not be within 5,000 feet of any runway planned or used for piston-type aircraft or within 10,000 feet of any runway planned or used for turbo-jet or piston type aircraft.

The West Georgia Regional Airport - O.V. Gray Field (WGRA) is located on 440 acres to the east of the City of Mount Zion and 5 miles northwest of the City of Carrollton. The current runway is 5,500 feet in length as well as a parallel taxiway. This heavily used airport allows both types of aircraft listed and thus the 10,000 foot exclusion for a potential landfill site applies. The Airport airspace zone is depicted in the map in Appendix F.

Several private airfields are located within Carroll County.

J. Agricultural, Historical and Recreational Significant Areas

Carroll County and its municipalities are fortunate to have an abundance of agriculturally and recreationally significant properties. Several of the cities and the county have committed to the protection of these lands via ordinances and master planning.

For purposes of this Plan, only a few areas will be highlighted due to their strategic locations:

- Carroll Transportation Corridors
- Carroll Agricultural Conservation Easement Program
- Carrollton Historic Districts
- Bowdon Historic Districts
- Villa Rica Historic Districts
- McIntosh Reserve
- Moore's Bridge
- Blackjack Mountain
- Snake Creek Gorge
- Little Tallapoosa Park
- Pine Mountain Gold Museum
- John Tanner Park
- Fairfield Plantation

Detailed lists and descriptions of these and additional sites are available in the various local Comprehensive Plans.

Agriculture continues to compete with manufacturing as the number one industry in Carroll County. Generational farms have diversified and become more technologically advanced. Younger generations are returning with advanced degrees to either take over family enterprises or newcomers are finding a way of life in the county that is promising. The economic impact of agriculture in the county equates to \$223 million (2016) making Carroll County ranked 15th in the state in total farm value. The average farm size in the county is 95 acres and poultry and livestock still rank as two of the top 20 commodities statewide.

South and west Carroll County are the primary locations for this rich economic generator. The soils, abundant groundwater and large acreages are exemplary for continued farming well into the future.

K. Land Limitation Needs and Goals

Carroll County and the seven municipalities have numerous factors limiting the locations of solid waste handling/disposal facilities. The accompanying Maps in Appendix H

highlight these limitations. It is anticipated that any of the jurisdictions taking part in the multi-jurisdictional plan will see a solid waste disposal facility located locally. However, certain sites may lend themselves to hosting waste drop-off, recycling, or material separation/recovery facilities. This will be determined by each jurisdiction based on their prescribed zoning, codes and future land use expectations.

- All jurisdictions should review ordinances, codes and land use plans as to consistency between jurisdictional lines.
- All jurisdictions should collaborate in decision making as to compatible solid waste handling facilities and not consider locations in areas which have been identified by the community, region or state as having environmental or other development or land use limitations.
- Parties to the Multi-Jurisdictional Solid Waste Management Plan should conduct annual reviews of the Plan and update as necessary to meet changing trends in development and amendments to local ordinances and codes.

VII. Plan Consistency Procedure

In order for EPD to issue or renew permitting for solid waste management facilities in the unincorporated area and any municipality, the facility must be consistent with the Multi-Jurisdictional Solid Waste Management Plan. The following procedure should be in effect to determine if any proposed facilities, public or private, are consistent with the SWM Plan:

1. The public will be notified through use of the local legal organ of the scope of the proposed solid waste facility permit request.
2. An environmental impact statement (EIS) will be developed in relation to the SWM Plan to assess anticipated impact the proposed facility will have upon existing solid waste management facilities and upon adequate collection and disposal capability with the target area.
3. The EIS files will be maintained by the permitting jurisdiction with copies held by the Carroll County Solid Waste Management Authority and made available for review by the public.

VIII. Implementation Strategy

This Section is a summary of the needs and goals identified in the Waste Reduction, Collection, Disposal, and Land Limitation elements of this Plan.

Waste Reduction Goals

- Continue to participate in the Multi-Jurisdictional Solid Waste Management Planning process with all municipalities.
- Coordinate collection of municipal summary data from independent hauling contractors to better generate total county solid waste thresholds.
- Deliberate shared cost opportunities for municipal contracts.
- Develop a recyclable collection recordkeeping model utilized by all municipalities prior to recycling disposal.
- Continue to support the efforts and activities of Keep Carroll Beautiful in community-based waste reduction, recycling, beautification and education.
- Continue to evaluate best practices for disposal and reuse of paper products as the largest sector of waste materials.
- Continue to add/redistribute convenience center locations based on population concentration and growth.
- Evaluate other recycling options while maintaining fiscal responsibility of solid waste fee structures.

Waste Collection Goals

- Coordinate county and municipal recordkeeping maintained by a central authority on an annual basis. This will require open records availability from independent contractors hired by municipal governments.
- Coordinate enforcement efforts to prevent illegal dumping and littering including action against violators.
- All jurisdictions should evaluate existing solid waste ordinances to support the solid waste management plan and allow for interjurisdictional conformance.
- Municipal contracts should be periodically evaluated for competitiveness and shared cost opportunities.

Waste Disposal Goals

- Monitor and ensure continued sufficient capacity of public contracted landfills and contracted haulers source of waste destination.

- Ensure waste disposal/handling facilities in the county will not adversely affect the environment, public health and safety.
- Ensure solid waste disposal/handling operations are fiscally responsible, efficient and responsive to growth and development trends.
- Ensure that all interjurisdictional agreements ensure a ten (10) year period of adequate permitted capacity for MSW disposal.

Land Limitation Goals

- All jurisdictions should review ordinances, codes and land use plans as to consistency between jurisdictional lines.
- All jurisdictions should collaborate in decision making as to compatible solid waste handling facilities and not consider locations in areas which have been identified by the community, region or state as having environmental or other development or land use limitations.
- Parties to the Multi-Jurisdictional Solid Waste Management Plan should conduct annual reviews of the Plan and update as necessary to meet changing trends in development and amendments to local ordinances and codes.

APPENDIX A - CCSWMA TRANSFER STATION REPORTING 2017-2019

Material	Transactions	Score	Weight In Net Tons	Combiner	Mid	Units	Unit Name	Mid Price	State Fee	Local Fee	Total Price
11	3,210	30,705.03	24,289.82	362.78	5,472.44	5,472.44	TONS	\$ 63,257.48	\$ 0.00	\$ 0.00	\$ 163,257.48
14	399	2,810.16	1,987.83	2.47	819.86	819.86	TONS	\$ 32,308.14	\$ 0.00	\$ 0.00	\$ 32,308.14
14	410	4,782.66	3,026.59	243.14	1,512.93	1,512.93	TONS	\$ 59,868.96	\$ 0.00	\$ 0.00	\$ 59,868.96
2	2,677	12,750.18	11,049.35	12.90	1,727.83	1,727.83	TONS	\$ 76,633.52	\$ 0.00	\$ 0.00	\$ 76,633.52
3	790	4,224.11	3,800.21	5.87	628.23	628.23	TONS	\$ 27,138.73	\$ 0.00	\$ 0.00	\$ 27,138.73
4	7,381	162,846.07	123,014.18	2,977.15	36,714.74	36,713.98	TONS	\$ 1,432,032.12	\$ 0.00	\$ 0.00	\$ 1,432,032.12
5	2,917	16,096.44	13,323.49	18.76	2,754.19	2,754.19	TONS	\$ 115,172.21	\$ 0.00	\$ 0.00	\$ 115,172.21
6	2,328	44,015.41	32,374.70	5,015.11	5,625.80	5,625.80	TONS	\$ 219,500.86	\$ 0.00	\$ 0.00	\$ 219,500.86
7	335	7,158.87	4,374.34	1,965.92	1,715.61	1,715.61	TONS	\$ 65,956.03	\$ 0.00	\$ 0.00	\$ 65,956.03
9	3,404	73,484.92	48,588.89	2,213.02	22,620.21	22,620.24	TONS	\$ 882,822.89	\$ 0.00	\$ 0.00	\$ 882,822.89
Grand Total:	24,051	356,123.85	265,513.20	12,918.92	79,581.73			\$ 3,075,888.72	\$ 0.00	\$ 0.00	\$ 3,075,888.72

Report Date: 08/11/2020
 From: 01/01/2017 To: 12/31/2017
 Waste In
 Material Summary
 CCSWMA
 Page: 1

Report Date: 08/11/2020

Material Summary
 CCSWMA
 From: 01/01/2018 To: 12/31/2018
 Waste In

Page: 1

Material	Transactions	Gross	Weight In Yield Time	Container	Net	Unit	Unit Name	Net Price	Scale Fee	Local Fee	Total Price
11	2,434	24,312.83	19,594.55	548.89	4,159.39	TONS	4,159.39	\$ 191,360.00	\$ 0.00	\$ 0.00	\$ 191,360.00
14	497	3,832.45	2,692.47	0.00	1,229.98	TONS	1,229.98	\$ 50,563.53	\$ 0.00	\$ 0.00	\$ 50,563.53
15	362	3,914.34	2,862.83	77.76	983.75	TONS	983.75	\$ 40,462.30	\$ 0.00	\$ 0.00	\$ 40,462.30
2	1,708	8,065.89	7,060.50	8.30	986.89	TONS	986.89	\$ 47,269.47	\$ 0.00	\$ 0.00	\$ 47,269.47
3	831	4,212.45	3,628.68	0.00	583.77	TONS	583.77	\$ 27,300.56	\$ 0.00	\$ 0.00	\$ 27,300.56
4	8,441	183,438.75	140,774.27	3,005.73	39,658.75	TONS	39,658.75	\$ 1,806,774.45	\$ 0.00	\$ 0.00	\$ 1,806,774.45
5	3,879	19,229.75	16,238.84	11.21	2,976.71	TONS	2,976.71	\$ 133,729.36	\$ 0.00	\$ 0.00	\$ 133,729.36
6	3,108	52,891.50	39,809.32	7,046.11	6,242.07	TONS	6,242.07	\$ 133,729.36	\$ 0.00	\$ 0.00	\$ 133,729.36
7	331	7,213.28	4,320.38	1,070.10	1,822.80	TONS	1,822.80	\$ 254,161.70	\$ 0.00	\$ 0.00	\$ 254,161.70
9	3,772	79,407.97	52,357.31	2,594.84	24,455.12	TONS	24,455.12	\$ 991,948.38	\$ 0.00	\$ 0.00	\$ 991,948.38
Grand Total:	25,383	386,512.01	289,039.75	14,333.04	83,139.22			\$ 3,417,801.31	\$ 0.00	\$ 0.00	\$ 3,417,801.31

Report Date: 08/11/2020

From: 01/01/2019 To: 12/31/2019
Waste In

Page: 1

Material Summary
CCS/MMA

Material	Description	Gross	Weight		Container	Net	Units	Unit Name	Net Price	State Fee	Local Fee	Total Price
			Yield	Loss								
11	2,153	22,346.30	18,443.72	271.57	3,625.01	3,625.01	TONS	\$ 186,813.56	\$ 0.00	\$ 0.00	\$ 186,813.56	
14	588	4,927.39	3,328.44	0.00	1,598.95	1,598.95	TONS	\$ 67,415.00	\$ 0.00	\$ 0.00	\$ 67,415.00	
15	36	597.11	382.26	11.20	163.55	163.55	TONS	\$ 6,905.68	\$ 0.00	\$ 0.00	\$ 6,905.68	
2	2,364	11,272.64	9,837.70	3.15	1,431.79	1,431.79	TONS	\$ 72,301.38	\$ 0.00	\$ 0.00	\$ 72,301.38	
3	828	4,282.39	3,683.91	0.00	588.48	588.48	TONS	\$ 29,128.28	\$ 0.00	\$ 0.00	\$ 29,128.28	
4	8,275	178,225.41	137,929.88	3,685.35	37,201.18	37,201.18	TONS	\$ 1,563,169.54	\$ 0.00	\$ 0.00	\$ 1,563,169.54	
5	4,488	28,581.83	22,147.90	44.12	4,389.82	4,389.82	TONS	\$ 200,210.10	\$ 0.00	\$ 0.00	\$ 200,210.10	
6	3,354	60,271.51	44,892.75	8,227.10	7,151.56	7,151.56	TONS	\$ 301,233.50	\$ 0.00	\$ 0.00	\$ 301,233.50	
7	317	7,106.29	4,164.32	991.19	1,980.78	1,980.78	TONS	\$ 81,995.12	\$ 0.00	\$ 0.00	\$ 81,995.12	
9	3,679	80,079.18	52,775.77	2,705.94	24,597.47	24,597.47	TONS	\$ 1,034,503.34	\$ 0.00	\$ 0.00	\$ 1,034,503.34	
Grand Total:	26,072	395,645.05	297,586.55	15,349.82	82,708.33	82,708.33		\$ 3,543,415.50	\$ 0.00	\$ 0.00	\$ 3,543,415.50	

APPENDIX B - COLLECTION/DISPOSAL BY COMMUNITY



Locations & Hours

- 1** HWY 5 WEST – 3059 West Hwy 5 • Tyus Community
770-258-0565 **Tues, Thurs, Fri & Sat 7 am to 7 pm**
- 2** HWY 5 EAST – 3048 East Hwy 5 • Lowell Community
770-854-5461 **Mon, Wed, Fri & Sat 7 am to 7 pm**
- 3** SAMMY DUKE RD – Off Wellington Mill Rd • Whitesburg
770-838-9799 **Tues, Thurs, Fri & Sat 7 am to 7 pm**
- 4** NEW HOPE RD – Off Hwy 100, South of Bowdon
770-258-0772 **Mon, Wed, Fri & Sat 7 am to 7 pm**
- 5** SIMONTON MILL RD – Off Hwy 166 West • Carrollton
770-838-9711 **Mon, Wed, Fri & Sat 7 am to 7 pm**
- 6** NEWNAN RD – Hwy 16 South • Next to WGTC
770-838-0892 **Mon-Sat 7 am to 7 pm, Sun 12 to 6 pm**
- 7** KANSAS-JAKE RD – 101 Kansas-Jake Rd • Bowdon
770-258-5313 **Mon 7-3, Wed 11-7, Sat 7 am to 7 pm**
- 8** DYER RD – 25 Dyer Rd • Off Hwy 61
770-838-9586 **Mon-Sat 7 am to 7 pm, Sun 12 to 6 pm**
- 9** HOLLY SPRINGS RD – Off Hwy 27 • Bowdon Junction
770-838-0215 **Tues, Thurs, Fri & Sat 7 am to 7 pm**
- 10** TEMPLE – Old Villa Rica at Taylor's Gin Rd
770-562-8862 **Mon-Sat 7 am to 7 pm • Sun 12 to 6**

RECYCLING INFO ON OTHER SIDE



Recycle Right.

The county's waste management system includes recycling services at most convenience center locations. Accepting sites are identified by the blue site location listed beside each recyclable material.

ALUMINUM: All sites. Beverage & soda cans, aluminum foil, pie plates & trays that are not contaminated with food waste. Rinse all recyclables.

TIN: 1, 2, 3, 4, 6, 7, 8, 9, 10. Vegetable, juice, soup cans. Rinse. Labels may remain.



CARDBOARD: All sites. Cereal, shoe & pizza boxes, corrugated cardboard. Flatten cardboard before disposal.

MIXED PAPER: All sites. Mail, telephone books, magazines, envelopes, newspaper & inserts, white & colored office paper.

PLASTIC: 6, 8. Milk jugs, water bottles, beverage bottles marked with the recycling numbers 1 or 2. Caps may be included. Please rinse containers.

OTHER RECYCLING OPTIONS: Keep Carroll Beautiful, a Keep America Beautiful affiliate, provides resources that help Carroll County expand recycling convenience and accessibility to its citizens. Visit the KCB website, keepcarrollbeautiful.org, to find options for recycling beyond what the Convenience Centers provide.

MORE ABOUT CONVENIENCE CENTERS: The following items are **NOT ACCEPTED** for recycling or general disposal: Carpets, building materials, wood, tires, shrubbery, trees, limbs & commercial debris. The Carroll County Transfer Station, located next to the Simonton Mill Convenience Center, will accept these items for a disposal fee. For details, phone 770-832-1233. For more information about a Convenience Center near you, please visit carrollcountyga.com.

CENTER LOCATIONS ON OTHER SIDE

Unacceptable for curbside recycling

- Cell phones
- Electronic equipment
- Computers, external hardware and any form of software
- Light bulbs, headlamps, mirrors, eyeglasses
- Smoke Detectors
- Batteries
- Aerosol cans and paint cans
- Motor oil, antifreeze
- Toxic materials such as old herbicides and pesticides
- Construction waste: drywall, wood, nails, carpet, etc.
- Ceramics
- Styrofoam peanuts and similar packing material
- Styrofoam egg cartons and food trays
- Styrofoam cups and to-go boxes
- Waxed paper containers
- Unwanted household goods: toys, furniture, clothing
- Plastic bags/film plastics



**NO GLASS
OR BOTTLES**

When to Recycle

On the day of your regularly scheduled trash pick-up, wheel your blue bin to the curb by 7:00 am.

For elderly and those with special needs:

If you need assistance in taking your recycle bin to the curb, please call the City of Carrollton at 770-830-2000 and ask for the Billing Department.

Order your Curbside Recycling Bin today!!
Only \$25 (added to your water bill)



Resources

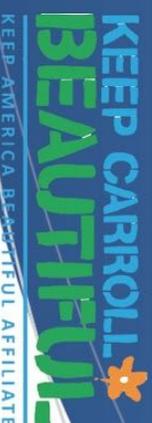
- www.keepcarrollbeautiful.org
- www.kab.org
- www.keepgeorgiabeautiful.org
- www.abagslife.com
- www.obviously.com/recycle
- www.recyclecurbside.org

Many unacceptable items can be recycled. Instructions can be found on our website www.keepcarrollbeautiful.org under the Recycling tab.



City of Carrollton
315 Bradley Street
Carrollton, GA 30117
770-830-2000
www.carrollton-ga.gov

Curbside Recycling and how it works



605 Dixie Street
Carrollton, GA 30117
678-321-4816
www.keepcarrollbeautiful.org
info@keepcarrollbeautiful.org



www.villarica.org/cleancity

DEBRIS PICKUP PROGRAM

The City of Villa Rica is committed to keeping our city beautiful by helping to keep city neighborhoods free of junk and reducing potential rodent and mosquito breeding areas.

City crews provide pickup of the following:

- Limbs smaller than 10" diameter
- Bagged lawn clippings/leaves
- Plant materials
- Furniture
- Small appliances
- Small household items
- Bicycles
- Fence posts
- Metal and aluminum
- Misc junk items

City crews will not provide pickup of the following:

- Household garbage pounds
- Automobiles, boats, trailers
- Tires and car parts
- Batteries
- Paint cans
- Crossties and creosote-treated wood
- Roofing shingles
- Large items over 500 pounds
- Stumps and trees
- Hazardous materials
- Materials that do not originate on-site or that are removed by contractors
- Petroleum-based products
- Rocks and dirt

APPENDIX C - KEEP CARROLL BEAUTIFUL



2019 YEAR IN REVIEW

MISSION:

To engage the citizens of Carroll County in taking responsibility for improving our community environment.



RECYCLING

48,567 lbs. of Electronics
26.25 gal. of Paint
15 Recycling Bins for Schools on National Recycling Day



LITTER PREVENTION

5,808 lbs. of Roadside Waste Picked Up
34 Roads Cleaned



BEAUTIFICATION

450 Food Plants/Seeds Planted by Volunteers
2 Community Gardens
24 Public Spaces Cleared



EDUCATION

12 Educational Presentations
360 Youth Educated

COMMUNITY ENGAGEMENT:

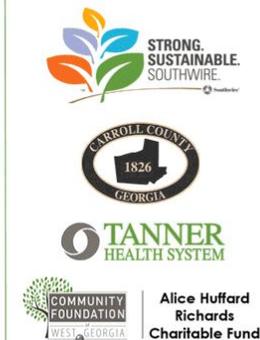
676 volunteers participated in 87 events and donated 10,394 hours of their time to help the community shine.

Events planned for 2020

January: Bring one for the Chipper	May 2: Spring E-Recycling
February 4-5: Litter Index	October 3: Green Run 5K
February 21: GA Arbor Day	October 10: Fall E-Recycling
March 1/ May 31: Great American Cleanup	November 15: America Recycles Day
March 21: Great GreenBelt Cleanup	December 1: GA Gives Day
April 20-24: Earth Week/KCB 15th Birthday	December 8: Environmental Excellence

To volunteer: info@keepcarrollbeautiful.org

Platinum Sponsors



Alice Huffard
Richards
Charitable Fund



Community Appearance Index 2020

District 1	1.48
District 2	1.50
District 3	1.72
District 4	1.18
District 5	1.88
District 6	1.60

Carroll County:

1.56



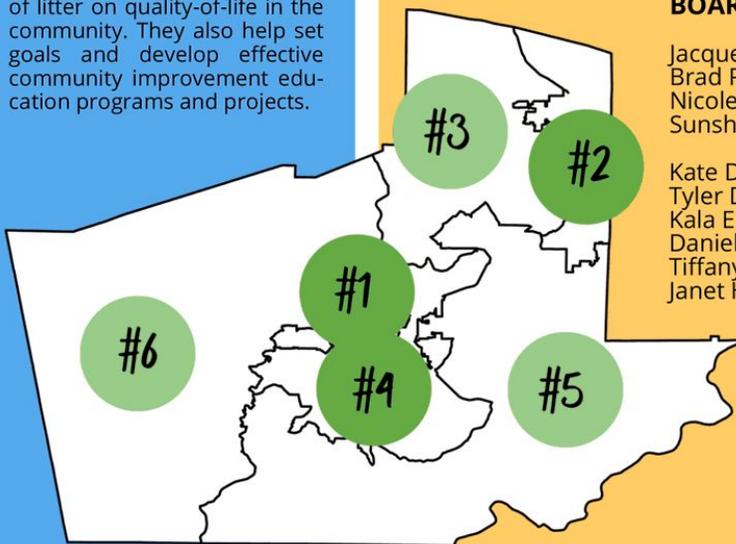
676 Volunteers
87 Events
10,395 Volunteer Hours



INDEX EXPLAINED

The Community Appearance Index is a yearly roadside litter audit. Keep Carroll Beautiful volunteers score 10% of Carroll County roads using a 1 to 4 scale, where 1 - no litter; 2 - slightly littered; 3 - littered; and 4 - extremely littered.

The results provide metrics that help determine the impact of litter on quality-of-life in the community. They also help set goals and develop effective community improvement education programs and projects.



BOARD OF DIRECTORS

Jacqueline Dost - President
 Brad Prince - Vice-President
 Nicole Smith - Secretary
 Sunshine Ballew - Treasurer

Kate Disinger
 Tyler Duffey
 Kala Elliott
 Danielle Fluck
 Tiffany Harris
 Janet Hyde

Bo Jackson
 Rebecca Jackson
 Jeremy Moore
 Daria Pushkareva
 Hannah Smith
 Adam Uglum
 Jillian Walker

Keep Carroll Beautiful, Inc

605 Dixie Street
 Carrollton GA 30117

Phone 678-321-4816
info@keepcarrollbeautiful.org
www.KeepCarrollBeautiful.org

APPENDIX D - CCSWMA TRANSFER STATION

CARROLL COUNTY SOLID WASTE

439 SIMONTON MILL RD
CARROLLTON, GA 30117
770-832-1233

HOURS OF OPERATION:

MONDAY – SATURDAY: 8:00 AM – 3:45 PM GATE CLOSSES AT 3:45 PM

SUNDAY: CLOSED

FEES:

\$43.00 Per Ton, \$20.00 Minimum (up to 800Lbs.) for Commercial / Household Refuse

\$50.00 Per Ton, \$20.00 Minimum (up to 800Lbs.) for Yard Debris & Limbs

TIRES ARE ADDITIONAL CHARGE:

\$5.00 Each – 17" and Smaller

\$15.00 Each – 18" and Larger

No Tires with Rims !

WE DO NOT ACCEPT:

Asbestos, Batteries, Bio-medical Waste, Dead Animals,
Freon-Refrigerant items, Liquids, Metal, Sludge, Dirt, Concrete tear-out
Metal of any kind should be taken to a recycle container at a convenience center
or taken to SLM Recycling.

Refrigerators, Freezers, & Freon items should be taken to SLM Recycling.
(Neither the Convenience Centers nor the Transfer Station are allowed to dispose of these).

NO HAZARDOUS MATERIALS

No containers that have previously contained hazardous materials.

RESTRICTED MATERIALS:

No Construction Materials (Lumber or Pallets, etc.) that are over 4 Feet!!

Anything over 4 feet must be taken to a Landfill.

NO Cutting Materials on Site!

All Limbs and yard debris must be separated from all other waste type!

There is a 3% charge for Credit Cards / Debit Cards



ENVIRONMENTAL PROTECTION DIVISION

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TRANSFER STATION AND COLLECTION GUIDANCE

October 2018

The purpose of this guidance document is to clarify Rule 391-3-4-.06 as it relates to the operation of solid waste transfer stations and solid waste collection operations.

Solid waste transfer stations and collection operations are regulated by the Rules for Solid Waste Management, Chapter 391-3-4. Below are excerpts from sections -.01, -.04, and -.06 as they apply to transfer station and collection operations.

391-3-4-.01 Definitions

(15) "Collector" means the person or persons as defined herein who, under agreements, verbal or written, with or without compensation does the work of collecting and/or transporting solid wastes, from industries, offices, retail outlets, businesses, institutions, and/or similar locations, or from residential dwellings, provided however, that this definition shall not include an individual collecting and/or transporting waste from his own single family dwelling unit.

(79) "Transfer Station" means a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility or processing operation.

391-3-4-.04 General

(8) Asbestos Containing Waste

(a) Collection.

1. Vehicles used for the transportation of containerized asbestos waste shall have an enclosed carrying compartment or utilize a covering sufficient to contain the transported waste, prevent damage to containers, and prevent release or spillage from the vehicle.
2. Vehicles used to reduce waste volume by compaction shall not be used.
3. Vacuum trucks used to transport waste slurry must be constructed and operated to ensure that liquids do not leak from the truck.

Rule 391-3-4-.06 Permit by Rule for Collection, Transportation, Processing, and Disposal.

(1) Permit-by-Rule. Notwithstanding any other provision of these Rules, collection operations, transfer station operations, inert waste landfill operations, waste processing and thermal treatment operations, wastewater treatment and pretreatment plant sludge disposal operations, and yard trimmings waste landfill operations shall be deemed to have a solid waste handling permit if the conditions in paragraph (2) are met and the conditions in paragraph (3), for that particular category of operation are met.

(2) Notification. Within 30 days of commencing solid waste handling activities which are covered under a permit-by-Rule, notification must be made to the Director of such activity. Notification shall be made on such forms as are provided by the Director. Persons failing to notify the Director of such activities shall be deemed to be operating without a permit.

(3) Categories of Operations:

(a) Collection Operations:

1. Vehicle construction: vehicles or containers used for the collection and transportation of garbage and similar putrescible wastes, or mixtures containing such wastes, shall be covered, substantially leakproof, durable, and of easily cleanable construction.
2. Vehicle maintenance: solid waste collection and transportation vehicles shall be cleaned frequently and shall be maintained in good repair.
3. Littering and spillage: vehicles or containers used for the collection and transportation of solid waste shall be loaded and moved in such manner that the contents will not fall, leak or spill therefrom and shall be covered when necessary to prevent blowing of material from the vehicle.

4. No regulated quantities of hazardous wastes may be collected and transported except in accordance with the provisions of the Georgia Hazardous Waste Management Act, O.C.G.A. 12-8-60 et seq.

5. Local ordinances: it is the responsibility of the collector to comply with all local rules, regulations, and ordinances pertaining to operation of solid waste collection systems.

6. All wastewater from cleaning of vehicles must be handled in a manner which meets all applicable environmental laws and regulations.

7. All collected solid waste must be deposited only in a permitted solid waste handling facility authorized to receive the applicable waste types.

8. After July 1, 1992, municipal solid waste may not be transported from a jurisdiction to a municipal solid waste disposal facility located in another county unless the jurisdiction

generating the waste is actively involved in and has a strategy for meeting the state- wide goal of waste reduction by July 1, 1996.

(b) Transfer Station operations:

1. Solid Waste shall be confined to the interior of transfer stations buildings, and not allowed to scatter to the outside. Waste shall not be allowed to accumulate, and floors shall be kept clean and well drained.

2. Sewage solids shall be excluded from transfer stations.

3. Dust, odors and similar conditions resulting from transfer operations shall be controlled at all times.

4. Rodents, insects and other such pests shall be controlled.

5. Any contaminated runoff from washwater shall be discharged to a wastewater treatment system and, before final release, shall be treated in a manner approved by the Division.

6. Hazardous Waste: no person owning or operating a transfer station shall cause, suffer, allow, or permit the handling of regulated quantities of hazardous waste.

7. Liquid wastes restricted from landfill disposal by Rule 391-3-4-.04(9) shall be excluded from transfer stations. Transfer stations in existence on August 1, 2004 and in compliance with all other regulations applicable to permit by rule transfer stations may continue to handle such liquid wastes until a solid waste processing facility permit is issued or August 1, 2006, whichever occurs first.

(Note: Categories (c)-(f) are omitted from this guidance.)

General

The siting of transfer station and collection operations are subject to local zoning and land use regulations. As such, these operations may be located in or near residential areas or public facilities. The facility operator should be sensitive to the fact that this is a solid waste handling facility and continuously monitor the operation and minimize the impact the operation may have on the surrounding community.

The following sections expand on certain rules selected from the referenced section, 391-3-4-.06, for transfer stations and collection operations. These explanations aim to clarify for both operators and regulators what is meant by the Rules. This guidance is directed towards municipal solid waste and construction/demolition (C&D) waste transfer stations and collection operations. It is not intended to include other transfer stations and collection operations that may handle other types of waste such as biomedical waste.

Any operational changes required at existing facilities must be implemented by March 1, 2019. Structural changes to the facilities, including addition of or updates to enclosed structures and holding tanks, must be made by October 1, 2019.

Interpretations: Collection Operations

Applicability. An operation is considered solid waste collection and must comply with this rule if the collector, as defined in 391-3-4-.01 above, is aggregating waste from multiple individuals, or picking up solid waste from multiple locations per day. This includes house to house garbage pick-up as well as roll-off/dumpster operations.

Collection operations do not include personally owned vehicles used by individuals to transport their own wastes, or personally owned vehicles used for junk hauling that are not registered as a commercial vehicle.

Any collection operation that transports asbestos containing waste must also meet the criteria in 391-3-4-.04(8)(a) above.

1. Vehicle Construction

EPD interprets “covered” to mean that collection vehicles will be covered with a tarp or similar device when there is waste in the collection vehicle and after waste has been removed. Once the truck is cleaned after removal of waste, it is not necessary to cover until it picks up more waste.

EPD interprets “substantially leakproof” to mean that only intermittent drops of liquid can escape the collection vehicle. If the amount of liquid escaping is a steady stream then the collection vehicle is not considered substantially leakproof. If the rate of liquid release would, in the opinion of an enforcement officer, equal a significant release over the duration of the collection route, the vehicle is not substantially leakproof.

2. Vehicle Maintenance

Collection vehicles will be visually inspected for cleanliness at least daily, or more frequently when necessary. Cleaning efforts must remove litter that remains within trucks, trailers and other containers, or that is stuck to the exterior of the vehicle.

If complaints are received, the collector will implement regular cleaning procedures. Vehicles will not go unwashed overnight if they have transported particularly malodorous wastes. If vehicles are not cleaned overnight or particularly malodorous vehicles are left unwashed overnight, they must be covered with an impermeable tarp or parked inside an enclosed structure, or the vehicle must have a fully enclosed trailer so as not to attract vectors and create odors.

3. Littering and Spillage

Collection vehicles shall meet the conditions described in Vehicle Construction and Vehicle Maintenance above to prevent littering and spillage. If these conditions cannot be met, a vehicle shall not carry waste until the deficiencies have been corrected.

5. Local Ordinances

All local ordinances must be met for the Permit-by-Rule to be valid. EPD does not verify compliance with local ordinances prior to acknowledging a Permit-by-Rule application. If EPD becomes aware of a violation of local codes, the operation is non-compliant with the Permit-by-Rule and will be notified that they are handling solid waste without a permit.

6. Washwater from Cleaning of Vehicles

When collection vehicles are cleaned, all washwater must be treated before discharge to the environment. This means that collection vehicles will be cleaned in an enclosed and/or curbed structure with an impervious floor, or another location where the washwater can be collected. Washwater from collection vehicles shall not be allowed to run off or be discharged without treatment. Washwater from cleaning of vehicles can be handled in the same ways as wastewater at transfer stations (below). Washwater can be discharged to a permitted wastewater treatment system, or it can be collected in a holding tank and transported to a permitted wastewater treatment facility. Please review the Washwater section under Transfer Stations below for more detail on treatment options.

Interpretations: Transfer Stations

An operation is considered a transfer station and must comply with this rule if the facility is used to transfer solid waste from a collection vehicle to another vehicle for transportation to a permitted disposal facility or processing operation. In order to be registered as a transfer station, some type of facility with structures, machinery or devices must exist. It is not the intent of the EPD to regulate those types of waste collections which use smaller collection vehicles to directly transfer wastes to a larger collection vehicle or trailer without intermediate placement of waste on the ground. Any facility that transfers waste onto a tipping floor or other intermediate locations, and that does not currently operate within a building will be required to build an enclosed structure with an impervious floor. The structure must also serve as a means to contain the waste, prevent exposure of waste to precipitation, deter vectors, and reduce odors.

A convenience center is a facility consisting of one or more solid waste and/or recycling containers where individuals may deposit their own solid waste for eventual management at another location. A convenience center is not considered a transfer station and not subject to this rule.

1. Solid Waste Confined to Interior

EPD interprets this rule to mean that all solid waste must be contained inside transfer station buildings. A building is an enclosed structure consisting of an impermeable floor, roof, and at least three walls that are capable of confining all solid waste to the building. The building must be constructed to prevent precipitation from reaching solid waste inside the structure. The building must be constructed and operated in such a manner as to contain waste inside the building and control litter, liquid runoff, vectors, and odors. All solid waste unloading and loading must take place inside the building. Solid waste shall not be dumped or allowed to scatter outside the building. There are no solid wastes that are exempt from this rule: C&D and inert waste must also be kept inside the transfer station buildings.

To prevent solid waste accumulation, municipal solid waste must be continuously removed from the tipping floor during the operating day for transportation to a solid waste handling facility. At least once during each operating day all municipal solid waste must be removed from every portion of the tipping floor and the floor cleaned per the following guidelines.

To maintain clean and well drained floors at municipal solid waste transfer stations, the floors should be scraped clean daily. Periodic cleaning with pressure washers or other such devices may be necessary to control odors and vectors. Washing transfer station floors with water and cleaning compounds should be done when necessary to maintain a sanitary facility. EPD's expected best management practice is that cleaning is an ongoing process during operating hours, and that as waste is moved from one area to another or from the floor to the truck, the cleared area will be scraped clean. Any solid waste remaining on the floor of the transfer station shall be concentrated to the smallest possible area. For C&D transfer stations, floors are expected to be scraped clean at least weekly. All transfer stations should keep a written cleaning log that includes daily (or weekly for C&D facilities) photographic records showing that the entire floor has been cleaned. These records should be kept for 3 years and be available for any compliance inspections. Dated digital photographs documenting compliance are sufficient provided that EPD has a means to view them.

3. Dust and Odors

If there are still dust and odor issues while the above Solid Waste Confined to the Interior for transfer stations is being met, regardless of waste type, other methods will have to be employed. First, facilities should prioritize sending disproportionately malodorous waste for disposal as soon as possible to a permitted disposal facility. It may also be necessary to reduce or eliminate the amount of the malodorous waste if it cannot be sent for disposal promptly or if sending it promptly does not mitigate odor issues. It may further be necessary to install a deodorizing system, either within the transfer station building or at the edge of the property. Facilities can also provide a complaint system for neighbors, so that it may be easier to notice any patterns in odor issues and correct the problem.

4. Vectors

Keeping the transfer station buildings clean and removing (or securing) waste overnight should reduce the presence of vectors. If vectors are still a problem, control methods must be employed specific to the vector present.

5. Washwater

All liquids generated from solid waste, floor cleaning, or vehicle washing operations at the transfer station facility are required to be collected and discharged to a permitted wastewater treatment system or a permitted on-site treatment system.

Holding tanks may be used to collect liquids generated at solid waste transfer stations. The contents of the tanks must be periodically pumped out and transported to a permitted wastewater treatment facility. The tank must be sealed and there must be no openings other than the access opening for pumping the contents of the holding tank. The access opening must be located hydraulically higher than the wash down area that it serves or the tank must have a sealed or capped opening. A routine pumping schedule must be followed with all contents transported in a leak proof vehicle to a permitted wastewater treatment system. Manifests documenting

proper liquid disposal shall be utilized and records of those manifests maintained at the transfer station facility and available for EPD review during solid waste inspections for a minimum three-year period.

Frequently Asked Questions

Can solid waste remain at the transfer station overnight?

Solid waste may remain at the transfer station overnight provided that the building is fully enclosed, meaning that it must have a floor, roof, three walls, and a door or similar device on the fourth side to completely enclose the waste from the outside. If the building does not have a door or similar device on the fourth side, waste may remain at the transfer station overnight if the waste is in a covered container so as not cause odors or be accessible to vectors. Municipal solid waste shall not remain at the transfer station for more than 24 hours. Transfer stations that receive segregated C&D or inert waste may store that waste inside the transfer station building for up to one week.

Trucks loaded with solid waste and covered with mesh tarps may remain overnight if parked inside the enclosed structure. Loaded trucks may remain on transfer station property if they are completely enclosed or if covered with impervious tarps and are substantially leakproof. Care must be taken to ensure that this practice does not create or contribute to vector or odor problems, or in causing contaminated runoff from leaking trucks. If any odor, vector, or runoff issues are noticed due to these practices, the overnight storage of loaded vehicles must be discontinued immediately.

Can separate waste streams be handled in one building?

Yes, as long as the waste is delivered and kept separate until transported. Any co-mingled waste must be handled as municipal solid waste.

Can recycling take place in a transfer station?

Recycling may only take place at transfer stations where separate recycling containers have been placed in or near the transfer station buildings for individuals to place previously sorted

recyclables. No processing or sorting of recyclables may occur at transfer stations under Permit-by-Rule. Any sorting or processing of solid waste requires a solid waste handling permit for a materials recovery facility. Routine removal of unacceptable waste from the solid waste stream is not considered to be recycling.

Is a transfer station required to have an Industrial Storm Water General Permit?

Storm water runoff from the areas outside of most transfer station buildings may be required to be covered under an Industrial Storm Water General Permit. There may be unique operations that qualify for the conditional exclusion from storm water permitting based on the “no exposure” of industrial activities to storm water. Transfer station owners should coordinate this permitting activity with EPD’s Non-Point Source Program at (404) 675-6240.

Does EPD issue the “DOT number” for collection operations?

EPD does not issue the “DOT number” for collection operations. It is up to the permittee to obtain a USDOT number from the Federal Motor Carrier Safety Administration.

What are the requirements for a Permit-by-Rule facility at a permitted solid waste handling facility?

Any transfer station, collection operation, or other Permit-by-Rule facility that will be within the permitted boundary of a landfill or other permitted solid waste handling facility must submit a Notification of Permit by Rule form and a Request for Minor Modification. Any transfer station or collection operation at a permitted solid waste handling facility must follow the conditions set forth in this guidance document, unless other site specific conditions are approved in the Design and Operation Plans.

Whose responsibility is it to maintain clean collection vehicles?

It is the responsibility of the collection operation permittee to maintain clean vehicles and prevent littering and spillage. It is not up to the facilities that receive the waste, unless they also own the vehicles. While facilities that receive the waste are not responsible for the cleanliness of independent collection vehicles, facilities are strongly encouraged to adopt cleaning policies for vehicles delivering waste.

10-3-2018

William Cook, Manager Date Solid Waste Management Program

Replaces and supersedes: Transfer Stations, November 28, 2006 (Revised June 15, 2011)

APPENDIX E - GEORGIA PERMITTED LANDFILLS BY CAPACITY

Permit #	Facility	Facility Description	Remaining Capacity (yds)	Average Daily Tons	Net Volume per Year	Rate of Fill (yds/day)	Years Remaining	Estimated Fill Date	Operating Days per Year
001-006D(SU)	Appling Co - Roaring Creek Ph 1-2 (SU)	Unified Sanitary Landfill	494,095.00	32.00	15,994.00	64.00	31	6/30/2048	250
002-009D(MSWL)	Atkinson Co - SR 50 MSWL	Municipal Solid Waste Landfill	2,489,007.00	203.00	47,686.00	192.00	52	9/1/2070	249
002-009D(MSWL)	Atkinson Co - SR 50 MSWL	Construction and Demolition Landfill	425,379.00	161.00	64,660.00	260.00	7	1/1/2025	249
006-009D(MSWL)	R&B Landfill	Municipal Solid Waste Landfill	19,058,500.00	5,468.00	1,737,506.00	6,075.00	11	6/15/2029	286
007-020D(SU)	Republic Waste - Oak Grove SR 324	Municipal Solid Waste Landfill	5,834,732.00	1,307.00	491,825.00	1,720.00	12	12/1/2029	286
007-021D(IN)	Patrick Inert Landfill	Municipal Solid Waste Landfill	813,703.00	31.00	21,545.00	78.00	38	3/1/2056	278
008-016D(SU)	Barrow Co - SR 294 Emerson MSWL Ph 2-3	Municipal Solid Waste Landfill	14,028,199.00	655.00	274,653.00	964.00	51	7/14/2069	285
009-005D(SU)	Fitzgerald - Kiochee Church Rd Ph 2	Construction and Demolition Landfill	49,689.00	3.00	1,193.00	5.00	42	2/1/2060	252
009-005D(SU)	Fitzgerald - Kiochee Church Rd Ph 2	Municipal Solid Waste Landfill	686,245.00	-	-	-	0	-	252
011-017D(SU)	Macon - Walker Rd Ph 2 (SU)	Unified Sanitary Landfill	397,948.00	118.00	84,130.00	294.00	5	2/1/2023	286
018-008D(MSWL)	Republic Services - Pine Ridge Recycling (MSWL)	Municipal Solid Waste Landfill	20,192,631.00	3,067.00	1,069,693.00	3,740.00	19	12/1/2036	286
020-017D(MSWL)	Camden Co - SR 110 MSWL	Municipal Solid Waste Landfill	1,865,799.00	336.00	125,804.00	403.00	15	4/25/2033	312
020-019D(C&D)	Camden Co - SR 110 C/D/ Waste Landfill	Construction and Demolition Landfill	24,186,552.00	723.00	321,352.00	1,030.00	75	9/15/2093	312
021-006D(MSWL)	Candler Co - SR 121 Ph 2 MSWL	Municipal Solid Waste Landfill	180,802.00	24.00	13,731.00	54.00	13	11/1/2031	254
024-006D(SU)	Chesser Island Road Landfill, Inc. MSWL	Municipal Solid Waste Landfill	53,281,564.00	5,129.00	1,629,771.00	5,698.00	33	3/2/2051	286
025-051D(SU)	Savannah - Dean Forest Rd (SU)	Municipal Solid Waste Landfill	709,915.00	276.00	109,415.00	329.00	6	6/1/2024	333
025-070D(MSWL)	Superior Landfill & Recycling Center Site 2 MSWL	Municipal Solid Waste Landfill	9,415,264.00	2,463.00	766,270.00	2,737.00	12	10/9/2030	280
025-072D(LI)	Republic Services - Savannah Regional Industrial Landfill	Industrial Landfill	778,388.00	543.00	178,991.00	626.00	4	5/1/2022	286
028-039D(SU)	Pine Bluff Landfill	Unified Sanitary Landfill	34,782,616.00	4,180.00	1,593,883.00	4,494.00	22	4/20/2040	286
028-043D(C&D)	Waste Pro of GA, Inc dba Cherokee C&D Landfill	Construction and Demolition Landfill	7,420,969.00	406.00	154,695.00	541.00	48	9/1/2066	286
029-012D(SU)	Clarke Co - Athens Dunlap Rd (SU) Ph 2-4	Municipal Solid Waste Landfill	6,191,445.00	280.00	135,419.00	444.00	46	3/9/2064	305
031-037D(SU)	Clayton Co - SR 3 Lovejoy Site 3	Municipal Solid Waste Landfill	2,041,961.00	70.00	25,895.00	84.00	79	4/1/2097	309
031-039D(C&D)	Stephens MDS, LP C&D Landfill	Construction and Demolition Landfill	42,588,390.00	1,000.00	407,407.00	1,481.00	104	12/1/2122	275
036-017D(C&D)	Columbia Co - Sample & Son (C&D)	Construction and Demolition Landfill	2,467,487.00	158.00	72,448.00	235.00	34	1/1/2052	308
037-010D(MSWL)	Cook Co - Taylor Rd Site 2 (MSWL)	Municipal Solid Waste Landfill	677,904.00	47.00	25,840.00	93.00	26	3/1/2044	277
037-011D(C&D)	Cook Co - CR 216 C&D Landfill	Construction and Demolition Landfill	1,175,472.00	16.00	8,818.00	32.00	133	4/1/2151	277
038-015D(C&D)	Coweta Co - Ishman Ballard Rd C&D Landfill	Construction and Demolition Landfill	134,372.00	13.00	10,100.00	32.00	13	3/1/2032	312
040-008D(MSWL)	Chsp Co - US 415 Site 2 Ph 4-5 MSWL	Municipal Solid Waste Landfill	7,125,866.00	192.00	120,248.00	401.00	59	10/1/2077	300
040-008D(MSWL)	Chsp Co - US 415 Site 2 Ph 4-5 MSWL	Construction and Demolition Landfill	115,382.00	22.00	13,576.00	45.00	8	1/1/2027	300
043-011D(MSWL)	Deatur Co - US Hwy 27 MSWL	Municipal Solid Waste Landfill	4,891,954.00	337.00	106,342.00	374.00	46	6/1/2064	284
043-011D(MSWL)	Deatur Co - US Hwy 27 MSWL	Construction and Demolition Landfill	67,341.00	32.00	13,770.00	48.00	5	5/1/2023	284
044-037D(SU)	DeKalb Co - Seminole Rd Ph 2 (SU)	Construction and Demolition Landfill	82,734.00	-	8.00	-	100	1/1/2100	278

044-041D(U)	Rogers Lake Road C&D Landfill	Construction and Demolition Landfill	-	-	-	-	-	0		0
044-050D(SU)	DeKalb Co - Seminole Rd Ph 2A & 3-4 (SU)	Municipal Solid Waste Landfill	43,925,834.00	2,057.00	634,941.00	2,284.00	77	8/2/2014	278	
047-014D(SU)	Dougherty Co - Fleming/Gaissert Rd (SU)	Construction and Demolition Landfill	1,336,792.00	150.00	69,698.00	228.00	19	8/30/2037	306	
047-014D(SU)	Dougherty Co - Fleming/Gaissert Rd (SU)	Municipal Solid Waste Landfill	6,224,271.00	394.00	195,873.00	640.00	32	4/7/2050	306	
047-023D(C&D)	Maple Hill Landfill, Inc.	Construction and Demolition Landfill	9,705,082.00	275.00	114,583.00	458.00	85	1/1/2103	250	
048-009D(SU)	Douglas Co - Cedar Mt./Worthan Rd Ph 1 (SU)	Construction and Demolition Landfill	339,732.00	66.00	39,758.00	133.00	8	1/1/2027	300	
054-006D(C&D)	Evans Co - Little Bull Creek C&D Landfill	Construction and Demolition Landfill	2,272,199.00	73.00	37,910.00	133.00	60	1/1/2078	286	
057-020D(MSWL)	Rome Walker Min Rd, Site 2	Municipal Solid Waste Landfill	4,032,408.00	266.00	162,260.00	532.00	25	4/28/2043	305	
057-021D(C&D)	Floyd Co - Rome Walker Min Rd C&D Landfill	Construction and Demolition Landfill	260,841.00	46.00	48.00	48.00	5,387		1	
058-012D(MSWL)	Eagle Point Landfill	Municipal Solid Waste Landfill	16,339,080.00	5,515.00	1,871,896.00	6,685.00	9	11/17/2026	280	
058-012D(MSWL)	Eagle Point Landfill	Construction and Demolition Landfill	2,573,785.00	408.00	163,327.00	583.00	16	11/29/2033	280	
058-013D(C&D)	Greenleaf Recycling, LLC	Construction and Demolition Landfill	105,617.00	166.00	101,824.00	332.00	1	2/1/2020	307	
060-072D(U)	Chadwick Rd Landfill, Inc	Construction and Demolition Landfill	350,140.00	542.00	281,961.00	986.00	1	9/26/2019	286	
060-088D(C&D)	Safeguard Landfill Management C&D	Construction and Demolition Landfill	4,210,438.00	2,510.00	826,824.00	2,953.00	5	2/4/2023	280	
060-089D(C&D)	Willow Oak C&D Landfill	Construction and Demolition Landfill	10,033,222.00	1,309.00	575,936.00	2,014.00	17	11/26/2035	286	
064-016D(SU)	Gordon Co - Redbone Ridges Rd (SU)	Municipal Solid Waste Landfill	14,170,735.00	1,444.00	437,973.00	1,604.00	32	1/1/2050	273	
065-002D(SU)	Cairo - 6th Ave (SU)	Municipal Solid Waste Landfill	17,957.00	68.00	33,738.00	136.00	1	12/1/2018	248	
065-002D(SU)	Cairo - 6th Ave (SU)	Construction and Demolition Landfill	362,389.00	27.00	13,258.00	53.00	27	11/1/2045	248	
067-032D(SU)	BFI - Richland Creek Road MSWL	Municipal Solid Waste Landfill	9,714,040.00	2,858.00	1,006,504.00	3,519.00	10	9/1/2027	286	
068-020D(SU)	Habersham Co - SR 13 MSWL	Construction and Demolition Landfill	39,986.00	28.00	17,427.00	62.00	2	6/1/2020	281	
068-020D(SU)	Habersham Co - SR 13 MSWL	Municipal Solid Waste Landfill	1,237,249.00	87.00	40,603.00	145.00	30	8/1/2048	281	
069-014D(C&D)	RTS Landfill	Construction and Demolition Landfill	404,779.00	643.00	282,742.00	989.00	1	12/4/2019	286	
069-015D(MSWL)	Hall Co - Candler Rd (SR 60)	Municipal Solid Waste Landfill	5,018,783.00	386.00	240,788.00	772.00	21	7/31/2039	312	
069-017D(C&D)	Gainesville Waste and Recycling (GWAR)	Construction and Demolition Landfill	4,781,164.00	120.00	48,922.00	171.00	98	3/1/2116	286	
071-006D(C&D)	Haralson Co - HCSWA US 78	Construction and Demolition Landfill	261,588.00	77.00	44,033.00	154.00	6	6/1/2024	286	
076-020D(MSWL)	Houston Co - SR 247 Klondike MSWL	Municipal Solid Waste Landfill	48,347,301.00	360.00	230,502.00	744.00	210	1/1/2227	310	
076-024D(C&D)	Houston Co - SR 247 Klondike C&D Landfill	Construction and Demolition Landfill	1,929,863.00	264.00	146,396.00	472.00	13	9/1/2030	310	
079-007D(C&D)	Jasper Co - SR 212 C/D/rd Waste Landfill	Construction and Demolition Landfill	1,333,992.00	19.00	6,198.00	38.00	22	1/1/2040	161	
081-009D(SU)	Wrens -Industrial St (SU)	Unlined Sanitary Landfill	110,739.00	3.00	3,944.00	16.00	28	11/1/2046	251	
081-011D(MSWL)	Jefferson Co - CR 138 MSWL	Municipal Solid Waste Landfill	1,149,515.00	51.00	28,948.00	101.00	40	3/1/2058	286	
082-005D(SU)	Jenkins Co-CR54 Phase2 MSWL & C&D Site	Construction and Demolition Landfill	751,532.00	4.00	2,185.00	7.00	344	4/18/2362	302	
085-007D(MSWL)	Lamar Co - Cedar Grove Regional MSWL	Municipal Solid Waste Landfill	5,238,927.00	208.00	100,414.00	359.00	52	9/1/2070	280	
087-015D(SU)	Laurens County - Old Macon Road SL	Construction and Demolition Landfill	2,007,209.00	86.00	43,560.00	142.00	46	7/17/2064	307	
087-015D(SU)	Laurens County - Old Macon Road SL	Municipal Solid Waste Landfill	4,708,308.00	142.00	51,376.00	167.00	92	1/30/2110	307	
089-010D(SU)	US Army - Ft Stewart Main Cantonment (SU)	Unlined Sanitary Landfill	312,272.00	21.00	12,125.00	42.00	26	1/1/2041	286	

089-020D(L)	US Army - Ft Stewart Main Cantonment (L)	Construction and Demolition Landfill	82,030.00	4.00	2,550.00	9.00	32	1/1/2047	286
093-022D(MSWL)	Advanced Disposal Services Evergreen Landfill, Inc	Municipal Solid Waste Landfill	21,189,334.00	1,430.00	485,461.00	1,734.00	44	10/5/2061	280
094-009D(MSWL)	Macon Co - Middle Ga SWMA Regional MSWL	Construction and Demolition Landfill	189,548.00	50.00	32,419.00	125.00	6	12/1/2023	260
098-003D(SL)	McIntosh Co - King Rd (SL)	Unlined Sanitary Landfill	330,144.00	58.00	36,140.00	116.00	9	8/1/2027	312
099-019D(MSWL)	Greenbow, LLC Turkey Run MSWL	Municipal Solid Waste Landfill	29,096,531.00	1,787.00	730,216.00	2,553.00	40	4/24/2058	286
102-008D(SL)	Monroe Co - Strickland Loop Rd	Municipal Solid Waste Landfill	2,180,724.00	70.00	48,317.00	171.00	45	8/1/2063	283
105-014D(MSWL)	Murray Co - US 411 Westside Site 2 MSWL	Municipal Solid Waste Landfill	12,539,669.00	5.00	1,713.00	6.00	7,320	1/1/9338	273
106-016D(MSWL)	Columbus Pine Grove MSWL	Construction and Demolition Landfill	1,002,234.00	15.00	9,992.00	39.00	100	9/26/2118	258
106-016D(MSWL)	Columbus Pine Grove MSWL	Municipal Solid Waste Landfill	3,999,992.00	268.00	110,964.00	430.00	36	7/8/2054	258
107-015D(MSWL)	Newton Co - Lower River Rd HE & VE	Municipal Solid Waste Landfill	8,302,002.00	250.00	94,620.00	316.00	88	2/1/2106	299
109-003D(C&D)	Oglethorpe Co - US 78 Ph 2 C&D Landfill	Construction and Demolition Landfill	115,213.00	92.00	57,408.00	184.00	2	10/1/2020	312
110-005D(SL)	Paulding Co - Galledege Rd N Tract 1 (SL)	Construction and Demolition Landfill	20,695.00	-	145.00	1.00	142	1/1/2145	200
112-008D(C&D)	Whitestone Valley C&D Landfill	Construction and Demolition Landfill	3,784,296.00	147.00	67,828.00	237.00	56	4/1/2074	286
115-008D(SL)	Polk Co - Grady Rd (SL)	Municipal Solid Waste Landfill	19,271,646.00	2,261.00	723,520.00	3,015.00	27	8/21/2044	240
119-006D(C&D)	Rabun Co - Boggs Mountain Rd C&D Landfill	Construction and Demolition Landfill	133,628.00	19.00	18,149.00	72.00	7	12/1/2025	251
121-014D(SL)	US Army - Ft Gordon Gibson Rd Ph 1-3 (SL)	Construction and Demolition Landfill	131,043.00	4.00	800.00	8.00	164	1/1/2181	104
121-016D(SL)	Richmond Co - Deans Bridge Rd Ph 2C (SL)	Unlined Sanitary Landfill	328,543.00	-	27.00	-	0	1/1/2020	
121-018D(MSWL)	Richmond Co - Deans Bridge Rd Ph 3 MSWL	Municipal Solid Waste Landfill	62,718,547.00	1,261.00	475,137.00	1,523.00	132	5/29/2150	312
126-010D(C&D)	Spalding Co - Griffin Shoal Creek Rd Ph 3 C&D Landfill	Construction and Demolition Landfill	20,276.00	221.00	97,374.00	341.00	0	12/1/2018	267
133-003D(SL)	W/ Taylor County Disposal, LLC	Municipal Solid Waste Landfill	6,689,790.00	1,786.00	400,000.00	1,429.00	17		280
133-003D(SL)	W/ Taylor County Disposal, LLC	Municipal Solid Waste Landfill	38,145,747.00	2,083.00	686,165.00	2,451.00	56	7/23/2073	280
134-015D(MSWL)	Telfair Co - CR 144 MSWL	Municipal Solid Waste Landfill	211,336.00	52.00	29,064.00	104.00	7	2/1/2025	280
136-017D(C&D)	Thomas Co - Thomsville/Sunset Dr Ph 3 C&D Landfill	Construction and Demolition Landfill	3,024,338.00	58.00	69,209.00	252.00	44	1/1/2062	275
136-018D(MSWL)	Thomasville/Sunset Dr Ph 4-5 MSWL	Municipal Solid Waste Landfill	9,855,252.00	349.00	184,461.00	671.00	53	9/1/2071	275
137-007D(SL)(3)	Tifton - Omega/Eldorado Rd Ph 3 (SL)	Municipal Solid Waste Landfill	782,218.00	177.00	69,884.00	244.00	11	6/8/2027	286
138-006D(MSWL)	Toombs Co - S1898 Ph 3 (MSWL)	Municipal Solid Waste Landfill	629,694.00	108.00	101,058.00	361.00	6	12/1/2024	280
138-007D(C&D)	Toombs Co - S1898 C&D Landfill	Construction and Demolition Landfill	13,042.00	34.00	18,896.00	68.00	1	3/1/2019	289
141-013D(SL)	LaGrange - I-85/SR 109 (SL)	Municipal Solid Waste Landfill	1,699,779.00	375.00	163,393.00	536.00	10	11/1/2028	305
141-013D(SL)	LaGrange - I-85/SR 109 (SL)	Construction and Demolition Landfill	8,258.00	5.00	2,982.00	9.00	3	3/1/2019	328
141-023D(SL)	Troup Co - SR 109 Mountville Ph 2 (SL)	Construction and Demolition Landfill	20,046.00	76.00	37,936.00	152.00	1	1/9/2019	250
143-008D(SL)	Wolf Creek Landfill, LLC	Municipal Solid Waste Landfill	6,435,181.00	1,709.00	637,859.00	2,278.00	10	3/7/2028	280
146-013D(L)	Lafayette - Coffman Springs Rd (L)	Construction and Demolition Landfill	76,003.00	3,005.00	1,508.00	6.00	50	6/30/2065	251
146-015D(MSWL)	Walker Co - Marble Top Rd Site 2 MSWL	Construction and Demolition Landfill	34,697.00	71.00	32,774.00	142.00	1	8/22/2019	230
147-012D(C&D)	Republic - US 78 C&D Landfill	Construction and Demolition Landfill	12,628,579.00	-	130.00	-	97,144	1/1/2100	286
147-013D(C&D)	Walton C&D Landfill	Construction and Demolition Landfill	830,904.00	536.00	300,113.00	1,072.00	3	3/1/2021	280

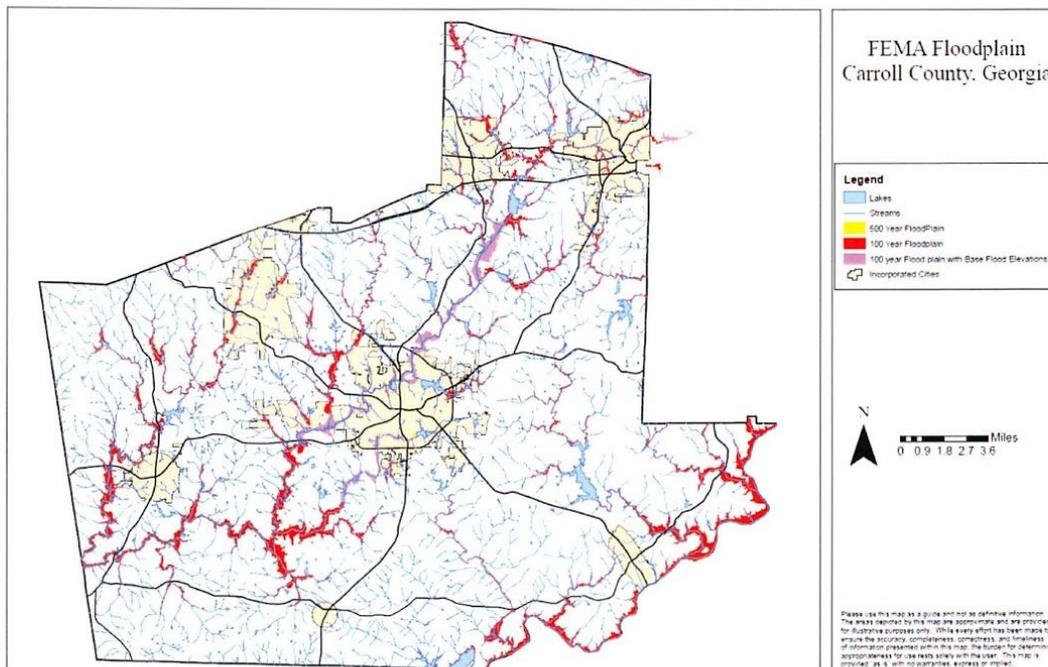
147-014D(C&D)	Caruthers Mill C&D Landfill	Construction and Demolition Landfill	7,233,583.00	1,184.00	552,360.00	1,973.00	13	3/10/2031	280
151-014D(SL)	Republic Services - Broadhurst Environmental	Municipal Solid Waste Landfill	45,971,775.00	1,663.00	535,735.00	1,873.00	86	11/1/2103	285
151-015D(IN)	Wayne County-Woods Bridge Road	Inert Landfill	691,539.00	16.00	8,170.00	33.00	85	6/30/2102	250
155-047D(SL)	Whitfield Co - Dalton Old Dixie Hwy Ph 6	Municipal Solid Waste Landfill	5,860,680.00	549.00	227,943.00	745.00	26	3/1/2044	305
155-048D(L)	Whitfield Co - DWRSWA Old Dixie Hwy Baked Carpet	Industrial Landfill	396,545.00	125.00	116,526.00	381.00	3	12/1/2021	305
			773,734,095.00						



Carroll County, Georgia

Comprehensive Plan Update 2018

FEMA Floodplains Map

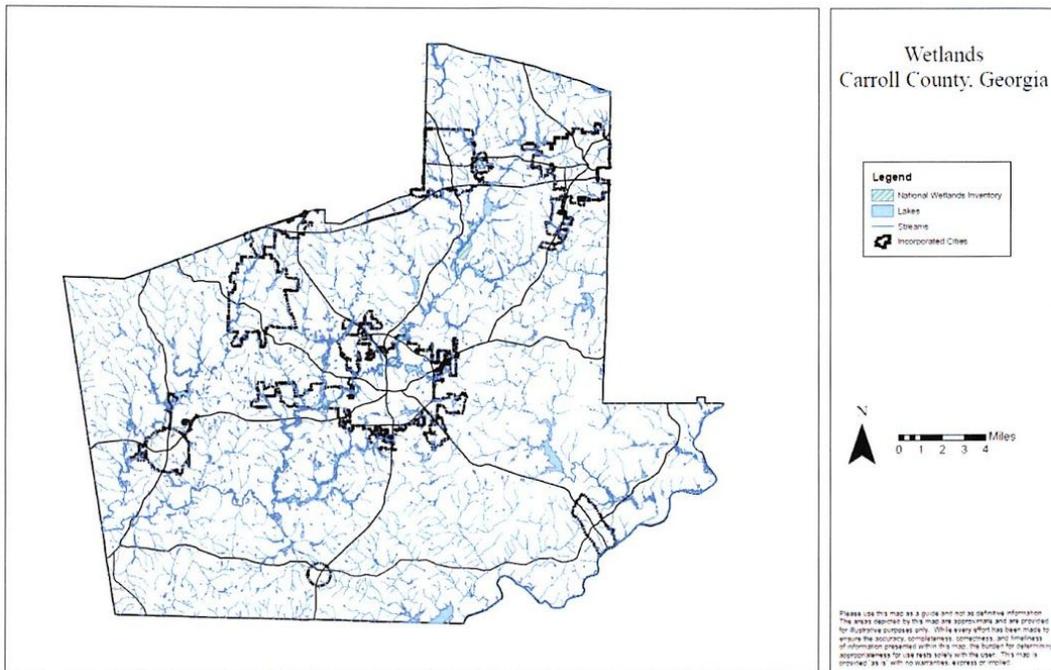




Carroll County, Georgia

Comprehensive Plan Update 2018

Wetlands Map

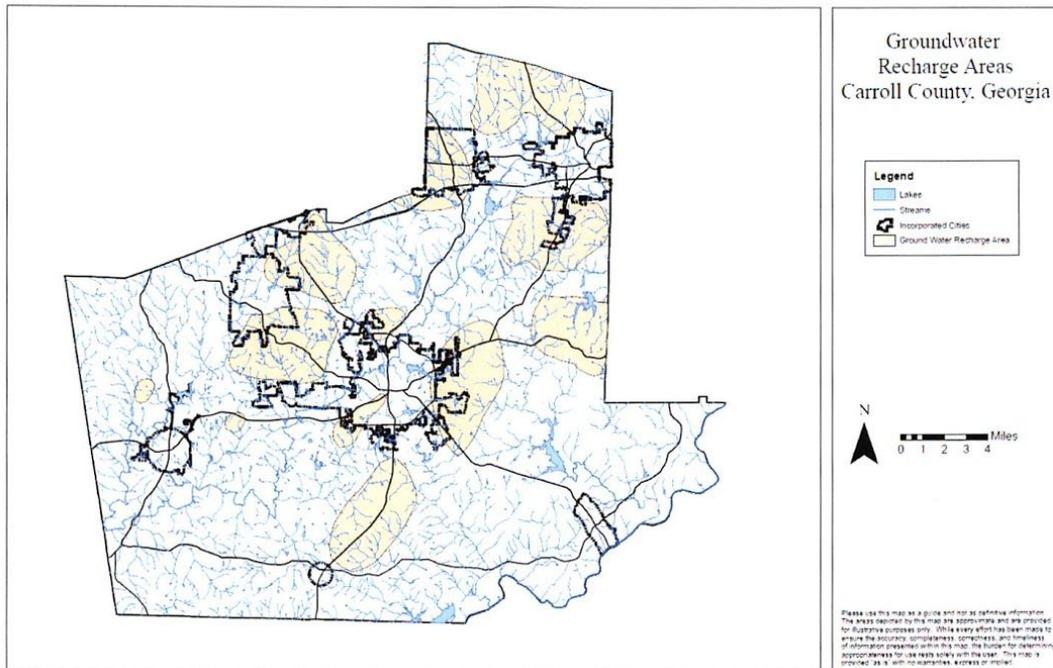




Carroll County, Georgia

Comprehensive Plan Update 2018

Groundwater Recharge Areas Map

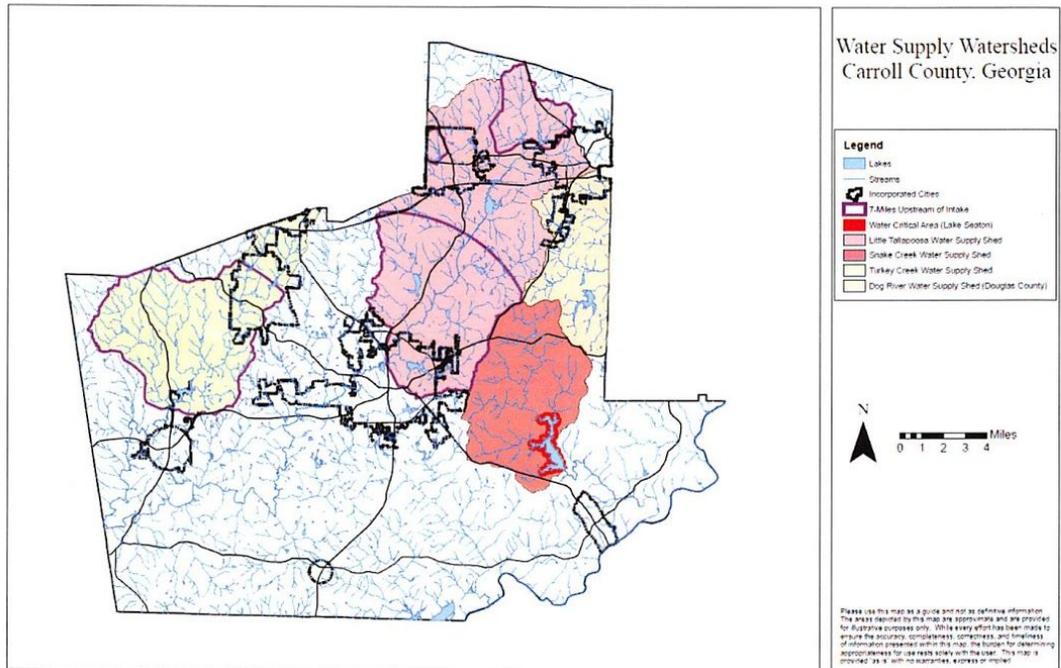




Carroll County, Georgia

Comprehensive Plan Update 2018

Water Supply Watersheds Map



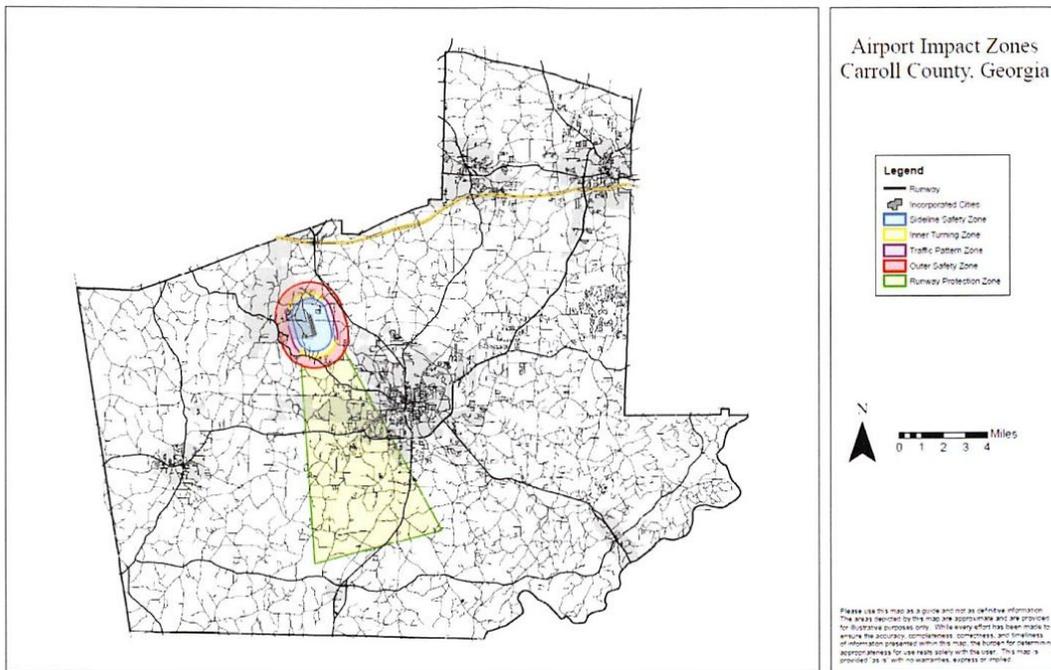


Carroll County, Georgia

Comprehensive Plan Update 2018

APPENDIX C: MAPS

Airport Impact Zones Map



APPENDIX G - PUBLIC INVOLVEMENT

MULTI-JURISDICTIONAL SOLID WASTE MANAGEMENT PLAN
CARROLL COUNTY, GEORGIA
MUNICIPALITIES OF BOWDON, CARROLLTON, MT. ZION,
ROOPVILLE, TEMPLE, WHITESBURG & VILLA RICA, GEORGIA
2018-2029

Public Hearing
November 7, 2017, 4:00 PM
Carroll County Historic Courthouse

The jurisdictions of Carroll County, and the cities of Bowdon, Carrollton, Mt. Zion, Temple, Whitesburg & Villa Rica have chosen to develop and adopt a ten-year Solid Waste Management Plan for purposes of maintaining joint standards and procedures for the management of solid waste in their respective jurisdictions.

The 2011 Georgia General Assembly removed the requirements of local governments to include a third-party review by the Regional Commission or the Georgia Department of Community Development in the review and approval of solid waste management plans.

The Multi-jurisdictional Solid Waste Management Plan will include, at a minimum:

- Provide for 10 years of collection capability and disposal capacity from the date of completion of the plan
- Enumerate the solid waste handling facilities as to size and type, and
- Identify those sites which are not suitable for solid waste handling facilities based on environmental and land use factors.

The Solid Waste Plan will include the following elements: waste disposal analyses, waste reduction, collection, disposal, land limitations, education and public involvement, implementation strategies, and related mapping.

The public hearing was opened for questions and comments.

The meeting was adjourned at 4:23 PM.

APPENDIX G - Multi-jurisdictional Solid Waste Service Delivery Strategy

		
SERVICE DELIVERY STRATEGY		
FORM 2: Summary of Service Delivery Arrangements		
Instructions:		
<small>Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY</u> the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.</small>		
COUNTY: CARROLL	Service: SOLID WASTE COLLECTION / DISPOSAL / RECYCLING	
<p>1. Check <u>one</u> box that best describes the agreed upon delivery arrangement for this service:</p> <p>a.) <input type="checkbox"/> Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):</p> <p>b.) <input type="checkbox"/> Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):</p> <p>c.) <input type="checkbox"/> One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):</p> <p>d.) <input checked="" type="checkbox"/> One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): CARROLL COUNTY, BOWDON, BREMEN, CARROLLTON, ROOPVILLE, TEMPLE, VILLA RICA</p> <p>e.) <input type="checkbox"/> Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u>, and identify the government, authority, or other organization that will provide service within each service area.):</p> <p>2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?</p> <p><input type="checkbox"/> Yes (if "Yes," you must attach additional documentation as described, below)</p> <p><input checked="" type="checkbox"/> No</p> <p>If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).</p> <p>If these conditions will be eliminated under the strategy, <u>attach an implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.</p>		
Page 1 of 2		

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
CARROLL COUNTY	GENERAL FUND, USER FEES
CITY OF CARROLLTON	GENERAL FUND, USER FEES
CITY OF BOWDON	GENERAL FUND, USER FEES
CITY OF BREMEN	GENERAL FUND, USER FEES
CITY OF ROOPVILLE	GENERAL FUND, USER FEES
CITY OF TEMPLE & VILLA RICA	GENERAL FUND, USER FEES

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

REMOVED REFERENCE TO CARROLL COUNTY SOLID WASTE AUTHORITY, WHICH IS NO LONGER IN EXISTENCE, AND TRANSFERRED THE RESPONSIBILITY FOR THE DISPOSAL OF SOLID WASTE IN CARROLL COUNTY TO THE COUNTY. OTHERWISE, ONLY THE DESCRIPTION OF THIS SERVICE HAS BEEN UPDATED, CORRECTED, AND REVISED, THE ACTUAL MECHANISMS FOR DELIVERING THE SERVICE REMAINS UNCHANGED. RESTATED DESCRIPTION IS ATTACHED.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**
 Phone number: **770-830-5800** Date completed: OCTOBER 24, 2018

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Carroll County Service Delivery Strategy

SOLID WASTE COLLECTION/DISPOSAL/RECYCLING

The cities of Carrollton, Bowdon, Bremen, Villa Rica, Temple, and Roopville provide their own solid waste collection either through direct service or by contract with a private collection provider and funded in large part through user fees. Residents of unincorporated Carroll County and other cities (Whitesburg and Mount Zion) rely on either the County's convenience centers or the residents/businesses thereof contract independently with private collection firms.

Disposal of solid waste in Carroll County is the responsibility of the County. The County operates a transfer station at a location off Simonton Mill Road. All governmental jurisdictions, service providers, residents, and businesses located in Carroll County may use the County's facility. All operational and capital costs of the County's facility is supported by tipping (user) fees paid on a per ton basis.

All costs associated with the collection and disposal of solid waste at convenience centers in the unincorporated areas of the County are paid with revenues derived from the unincorporated area of the County.

In conjunction with the County's convenience centers, Carroll County provides recycling facilities at these locations which are available to all Carroll Countians.

Conditional use

Variance Application

Carroll County
423 College Street

Department of Community Development
Carrollton, GA 30117 (770) 830-5861



Date Received: 8-11-20
Received by: jlt

Application must be filed by noon on the 1st Thursday of the month to go on the next month's agenda. No exceptions.

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed.

APPLICANT	Applicant Name: <u>Michael Jack Driver</u>
	Address: <u>659 Cartbody Rd.</u> City: <u>Carrollton</u> State: <u>GA</u> Zip: <u>30116</u>
	Phone: (<u>770</u>) <u>630-1343</u> Fax: () - - Email: _____
	Agent Name: _____
	Address: _____ City: _____ State: _____ Zip: _____
	Phone: () - - Fax: () - - Email: _____
	Owner Name (If different from applicant): <u>SAH</u>
	Address: _____
	Phone: () - - Fax: () - -
	(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

VARIANCE	Project Name: _____
	Variance Location (attach location map): _____
	Proposed Use: <u>Residential</u>
	Total acreage: <u>2.15</u>
	Describe Proposed Variance: <u>Need to build a house on property that already has a home on it. I need to stay close to my mother's home as she has dementia.</u>

Staff Use Only

Land Lot <u>8</u> of the <u>4th</u> District, Carroll County	Tax Map <u>137</u>	Parcel <u>0019</u>
---	--------------------	--------------------

SPECIFIC INFORMATION

Describe how the proposed Variance will affect:

Traffic: *none*

Parking: *none*

Availability of Public Facilities/Utilities: *County Water is available*

Other relevant Impacts of the Proposal: *none.*

Describe how the proposed Variance will be a benefit to the public.

No benefit to the public just my family

Required Materials to Accompany the Application:

1. Completed application and the fee.
2. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
3. All required items listed in the **Submittal Requirements checklist**.

Return Form to:

*Janet Hyde, County Planner
Department of Community Development
423 College Street
Carrollton, Georgia 30117*

For Department Use Only

Application No: *C-2009-01*
Filing Fee: *\$350*
Pre-Application Conf: *8-11-20*
Date Advertised: *9-12-20*
Date Notices Sent: *9-12-20*
PC Public Hearing Date: *9-29-20*
BOC Public Hearing Date: *10-6-20*
Disposition: _____
Approved by Resolution #: _____

STATE OF GEORGIA
COUNTY OF CARROLL



AFFIDAVIT FOR A VARIANCE

Michael Driver, personally appeared before me, the undersigned officer, duly authorized to administer oaths in the State of Georgia and, having been duly sworn, sets forth the following statements for the purpose of being granted approval for a VARIANCE under the Ordinances of Carroll County:

The information contained within the application attached hereto and filed in the Department of Community Development consists of facts within my personal knowledge that I know are true and correct, and will be relied upon by officials of Carroll County in making a decision whether to issue this Application, License, Permit, or other Department approval.

On behalf of the Applicant, I declare that the Applicant, regardless if a partnership, corporation, or other organization or entity that is receiving a benefit under this Application, License, Permit, or other Department approval (whichever is applicable) is not delinquent in the payment of any taxes or fees due Carroll County.

FURTHER AFFIANT SAYETH NOT.

I declare under penalty of false swearing that the above is true and correct.

This 11th day of Aug, 2020.

Michael J. Driver

AFFIANT (signature)

Address:

Sworn to and subscribed before me this 11th day of Aug, 2020.

If Affiant is authorized to sign on behalf of a partnership, corporation, or other organization or entity, please set forth the entity and address

Janet L. Hyde
Notary Public

Entity: _____
Address: _____

My Commission Expires:



GENERAL
WARRANTY DEED

Prepared by
TISINGER, TISINGER, VANCE & GREER
Attorneys at Law
Lex Villa
Carrollton, Georgia 30117

STATE OF GEORGIA, COUNTY OF CARROLL

THIS INDENTURE, Made the 5th day of April in the year One Thousand Nine Hundred and Eighty-Two, between SARA R. DRIVER and JACK W. DRIVER of the County of Carroll, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and MICHAEL J. DRIVER

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns and to include the masculine, feminine or neuter gender where the context requires or permits).

that we have for our son --
WITNESSETH, that: Grantor, for and in consideration of the sum of Love and Affection/ (\$ ---) DOLLARS, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

All that tract or parcel of land lying and being in Land Lot No. 8 of the 4th District of Carroll County, Georgia, fronting 210 feet on the southerly right of way of the Cartbody Dirt Road and described narratively as follows: COMMENCE at a point in the southerly right of way of the Cartbody Public Dirt Road, where the same is intersected by the western line of Land Lot No. 8 of the 4th District, Carroll County, Georgia, said point being designated herein as the POINT OF BEGINNING; thence from said established point of beginning, in the southerly right of way of Cartbody Public Dirt Road, run in an easterly direction along the southerly right of way of said public dirt road for a distance of 210 feet to a point located at a corner; thence run in a southerly direction for a distance of 210 feet to a point located at a corner; thence run in a westerly direction for a distance of 210 feet, more or less, but specifically to the westerly boundary of said Land Lot No. 8; thence run in a northerly direction along said westerly boundary for a distance of 210 feet, more or less, but specifically to the southerly right of way of the Cartbody Public Dirt Road and the POINT OF BEGINNING. The above described property is bounded on the north by the Cartbody Public Dirt Road, on the east and south by other property of Sara R. Driver and Jack W. Driver, and on the west by the western boundary of said Land Lot No. 8; said tract of land dealt herewith and conveyed hereby containing one (1) acre, more or less.

GA. CARROLL COUNTY
CLERK SUPERIOR COURT
1982 APR -6 AM 11:41

Carroll County, Georgia
Real Estate Transfer Tax
Paid \$ None due
Date April 6, 1982
Kenneth M. Johnson
Clerk of Superior Court

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this general warranty deed, the day and year above written.

Signed, sealed and delivered
in the presence of:

No. 1 *John ...*
Civil Witness

Sara R. Driver (SEAL)
SARA R. DRIVER

No. 2 *Forrest Batts*
Notary Public, Georgia State at Large

Jack W. Driver (SEAL)
JACK W. DRIVER

Pa Jack 834-7243

PREPARED BY:
PRICE & PYLES, P.C.
120 Dixie Street
Carrollton, Georgia 30117

RETURN TO: NTO
Michael J. Driver
659 Cartbody Road
Carrollton, Georgia 30116

WARRANTY DEED

STATE OF GEORGIA, COUNTY OF CARROLL

THIS INDENTURE, Made this 7th day of June in the year One Thousand Nine Hundred and Ninety-Six (1996), between, SARA R. DRIVER AND JACK W. DRIVER of the County of Carroll, State of Georgia, as party or parties of the first part, hereinafter called "Grantor", and MICHAEL J. DRIVER as party or parties of the second part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns and to include the masculine, feminine or neuter gender where the context requires or permits).

WITNESSETH, that: Grantor, for and in consideration of the sum of Deed of Gift, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following:

All that tract or parcel of property lying and being in Land Lot 8 of the 4th Land District of Carroll County, Georgia, and being more particularly described as follows:

BEGINNING at a post marking the intersection of the southerly right of way of Cartbody Road with the West original land lot line of Land Lot 8 of the 4th Land District; thence running in an Easterly direction along the Southerly right of way of Cartbody Road 300 feet to an iron pin; thence running along a line parallel with the west line of Land Lot 8 of the 4th Land District a distance of 400 feet, more or less, but specifically to the south original land lot line of Land Lot 8 of the 4th District; thence running West along the South line of said land lot 300 feet to the original southwest corner of said Land Lot; thence running North along the West line of said land lot 463 feet, more or less, but specifically back to the Point of Beginning.

The description of the caption property as set out above contains a 210 by 210 foot tract of property which was previously conveyed by the grantor herein to the grantee as recorded in Deed Book 433, page 125, Public Land Records of Carroll County, Georgia.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this General Warranty Deed, the day and year above written.

Signed, sealed and delivered in the presence of:

Claudia Durham
Unofficial Witness

Sara R. Driver (seal)
Sara R. Driver

Carroll County, Georgia
Real Estate Transfer Tax
6-10-96

Michael J. Driver
Notary Public

Jack W. Driver (seal)
Jack W. Driver

My Commission Expires:
(SEAL)
Notary Public, Carroll County, Georgia
My Commission Expires Feb. 22, 2000

RECORDED JUN 11 1996

BOOK 927 PAGE 214



Carroll County Department of Community Development

423 College Street
P.O. Box 338

Carrollton, GA 30117
(770) 830-5861

Janet Hyde
County Planner

C-20-09-01

COMMISSION DISTRICT: 6
PLANNING COMMISSION MEMBER: None.
COUNTY COMMISSIONER: George Chambers

PUBLIC HEARING DATES
PLANNING COMMISSION: September 29, 2020
BOARD OF COMMISSIONERS: October 6, 2020

REQUEST: Conditional Use for a secondary detached dwelling.

Applicant: Michael Jack Driver

Current Land Use: Residential

Future Land Use: Agricultural

Acres: 3.15

Parcel Number(s): 137-0019

Location: 659 Cartbody Road

PROJECT DESCRIPTION: Applicant is requesting a conditional use permit for a secondary detached dwelling in order to live near his mother's home.

Surrounding Properties:

	Current Zoning	Land Use
North	Agricultural	Residential
East	Agricultural	Residential
South	Agricultural	Residential
West	Agricultural	Residential

REVIEW CRITERIA AND STANDARDS FOR CONSIDERING CONDITIONAL USE PERMITS:

A. Whether or not there will be a significant adverse effect on the neighborhood or area in which the proposed use will be located.

The proposed use will not have an adverse effect on the neighborhood.

B. Whether or not the use is otherwise compatible with the neighborhood.

The use is compatible with the neighborhood.

C. Whether or not the use proposed will result in a nuisance as defined under state law.



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The proposed use will not result in a nuisance as defined under state law.

D. Whether or not quiet enjoyment of surrounding property will be adversely affected.

The quiet enjoyment of surrounding property will not be adversely affected.

E. Whether or not property values of surrounding property will be adversely affected.

The surrounding property values will not be adversely affected.

F. Whether or not adequate provisions are made for parking and traffic considerations.

Not applicable.

G. Whether or not the site or intensity of the use is appropriate.

The site and intensity of the use is appropriate.

H. Whether or not special or unique conditions overcome the board of commissioners' general presumption that residential neighborhoods should not allow non-compatible business uses.

There are no special or unique conditions to this request.

I. Whether or not adequate provisions are made regarding hours of operation.

Not applicable.

J. Whether or not adequate controls and limits are placed on commercial and business deliveries.

Not applicable.

K. Whether or not adequate landscape plans are incorporated to ensure appropriate transition.

Landscape plan is not required.

L. Whether or not the public health, safety, welfare or moral concerns of the surrounding neighborhood will be adversely affected.

The public health, safety, welfare, and moral concerns of the surrounding neighborhood will not be adversely affected.

M. Whether the applicant can vary from any minimum required lot size requirement.

Not applicable.

DEPARTMENTAL COMMENTS:

Carroll County Public Works: The subject property has access from Cartbody Road. The proposed single family dwelling may access the property from the existing driveway. The anticipated traffic generation rate is an average 10 trips per day.

Carroll County Engineer: The subject property is not within the 100-year flood plain or probable wetland. There are no known "state waters" on the subject property.



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Carroll County Fire Rescue: No comments at the time of this report.

Carroll County Board of Education: The proposed single family dwelling will have minimal impact to the Carroll County School System.

Carroll County Water Authority: The property is within the Snake Creek Watershed. Carroll County Water Authority does not review for fire protection requirements. Zoning analysis does not reserve water capacity.

All received departmental comments are available upon request.

STAFF COMMENTS: The proposed property consists of 3.15 acres and a residence which is occupied by the applicant's elderly mother. Applicant wishes to place a secondary dwelling in order to live near his mother. The applicant does not wish to split the property but would rather place the proposed dwelling on the same parcel. The use would have no adverse impact on the neighborhood.

STAFF RECOMMENDATION: APPROVAL.

PUBLIC NOTIFICATIONS: As required by Sections 14.3 and 14.4 of the Carroll County Zoning Ordinance, the public has been notified in the *Times-Georgian* on September 12, 2020; a sign was posted on the subject property, and all abutting property owners received notification of the rezoning request via U.S. mail.

Respectfully submitted,

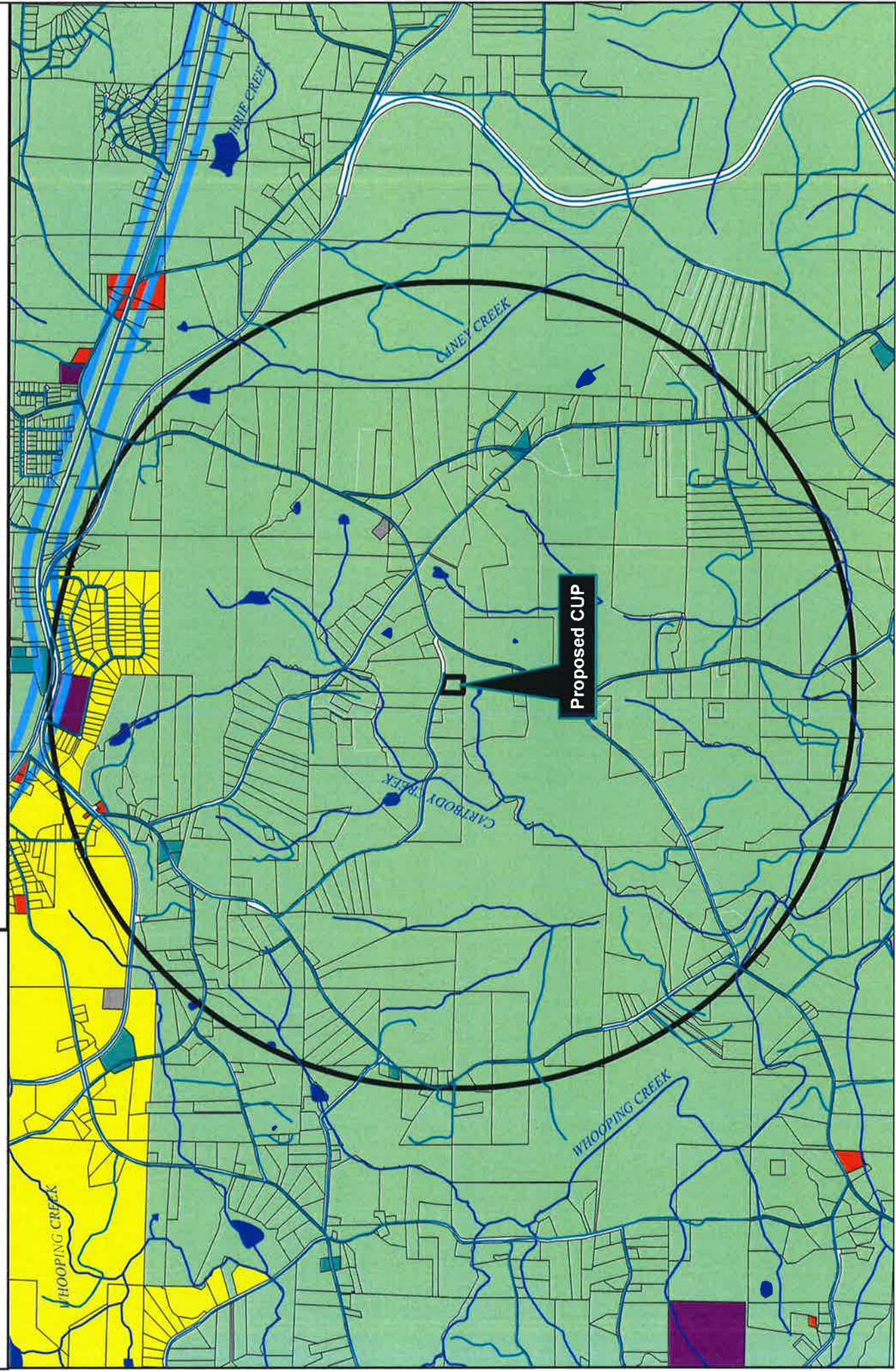
Janet Hyde
County Planner



C-20-09-01

Future Land Use : Agriculture
CDP: No

- Agriculture
- Commercial
- Public/instituti
- Industrial
- Park/Rec/Con
- Residential
- Trans/Comm/Util





**Carroll County
Department of Community Development**

423 College Street
P.O. Box 338
Carrollton, GA 30112-0338
TEL: 770-830-5861
FAX: 770-830-5866

**PLANNING COMMISSION SYNOPSIS
September 29, 2020**

C-20-09-01: Conditional Use for a Secondary Detached Residence at 659 Cartbody Road, Carrollton. Parcel #137-0019, Land Lot 8 of the 4th District, consisting of 3.15 acres, zoned Agricultural. Owner/Applicant: Michael Jack Driver. Commission District 4.

Mr. Driver spoke in favor of his request. He stated that there is a double wide on the property, but that they eventually want to tear down the old house. Commissioner Kim Hagen asked staff if this is a temporary approval and staff stated that it is not. It is considered a permanent approval for a second dwelling. There was no opposition. Commissioner Wilson made the motion to approve and Commissioner Hagen seconded. The vote to approve was unanimous.

Z-20-09-01: Rezoning from R2 Residential to Agricultural for the purpose of placing a mobile home on the property located at 233 Miller Agan Road, Temple. Parcel #146-1111, Land Lot 217 of the 6th District, consisting of 4.37 acres. Owner/Applicant: James P. Gribben, Jr., and Melody F. Gribben. Commission District 3.

Mr. and Mrs. Gribben spoke on behalf of their request. They stated that they wanted to change the zoning to allow for a mobile home. They stated that there are two adjacent properties with mobile homes on them. There is nothing on the subject property right now. Commissioner Hagen made the motion to approve and Commissioner Coggins seconded. The vote to approve was unanimous.



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Janet Hyde
County Planner

Z-20-09-01

COMMISSION DISTRICT: 3
COUNTY COMMISSIONER: Tommy Lee
PLANNING COMMISSION MEMBER: Kim Hagen

PUBLIC HEARING DATES
PLANNING COMMISSION: September 29, 2020
BOARD OF COMMISSIONERS: October 6, 2020

REQUEST: Rezoning from R2 Residential to Agricultural.

Applicant: James and Melody Gribben

Future Land Use: Residential

Acres: 4.37 acres

Parcel Number(s): 146-1111

Location: 233 Miller Agan Road, Temple

Current Land Use: Vacant

PROJECT DESCRIPTION: The applicant is requesting to rezone 4.37 acres from R2 Residential Agricultural for the purpose of placing a mobile home on the property.

Surrounding Properties:

	Current Zoning	Current Land Use
North	R30 Residential	Residential
East	R2 Residential	Residential
South	Agricultural/R2 Residential	Residential
West	Agricultural	Residential

REVIEW CRITERIA AND STANDARDS FOR CONSIDERING ZONING DECISIONS:

A. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The proposed zoning, if approved, will permit a use that is suitable in view of the development of adjacent and nearby property. The adjacent and nearby property is being used for residential purposes.

B. Whether the zoning proposal will adversely affect the existing use of adjacent or nearby property.

The proposed zoning, if approved, will not adversely affect the existing use of adjacent or nearby property.

C. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.



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The proposed zoning, if approved, would not result in a use which would or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

D. Whether the zoning proposal is not in conformity with the policy and intent of the land use plan; and

The proposed zoning, if approved, is not in conformity with the policy and intent of the land use plan. The future land use for this property is **AGRICULTURAL**.

E. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

There are other existing or changing conditions affecting the use and development of the property to give supporting grounds for approval or disapproval of the zoning proposal. The proposed zoning change would not create an isolated zoning district, as there are other properties which are zoned Agricultural which are adjacent and in close proximity to subject property.

DEPARTMENTAL COMMENTS:

Carroll County Public Works: The proposed zoning change will have no effect on public infrastructure. Access to the property will be from Miller Agan Road, via an existing 30 foot easement. Weekday average traffic generation rate is 10 trips per day.

Carroll County Engineer: Subject property is not within the 100 year flood plain. There are no "state waters" on the property. Surface runoff will enter Askin Creek. The project is located in the Little Tallapoosa River Basin. Additional erosion control measures may be implemented at staff's request to ensure adequate protection to adjoining properties and tributaries.

Carroll County Fire: The property is served by Carroll County Fire Rescue and is located in Fire Rescue District 2. The subject property is 4.4 miles from the primary fire station with an anticipated response time of 6 minutes. No special fire protection requirements are needed.

Carroll County Board of Education: The proposed rezoning will not significantly add to the Carroll County School system.

Carroll County Water Authority: Carroll County Water Authority is the municipal provider, with the main size of 6 inches.

Distance to Hydrants:

- Hydrant # Distance: 500 feet
- Hydrant # Distance: 1500 feet

STAFF COMMENTS: The applicant is requesting to rezone from R2 Residential to Agricultural for the purpose of placing a mobile home. Mobile homes are not allowed in the R2 zoning classification. The proposed zoning does not meet the requirements of the county's future land use plan as the future land use for the subject property is **AGRICULTURAL**. However, the subject property is adjacent to property already zoned Agricultural and there are other mobile homes in close proximity to subject property.



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STAFF RECOMMENDATION: APPROVAL .

PUBLIC NOTIFICATIONS: As required by Sections 14.3 and 14.4 of the Carroll County Zoning Ordinance, the public has been notified in the *Times-Georgian* on September 12, 2020; a sign was posted on the subject property, and all abutting property owners received notification of the rezoning request via U.S. mail.

Respectfully submitted,

Janet Hyde
County Planner

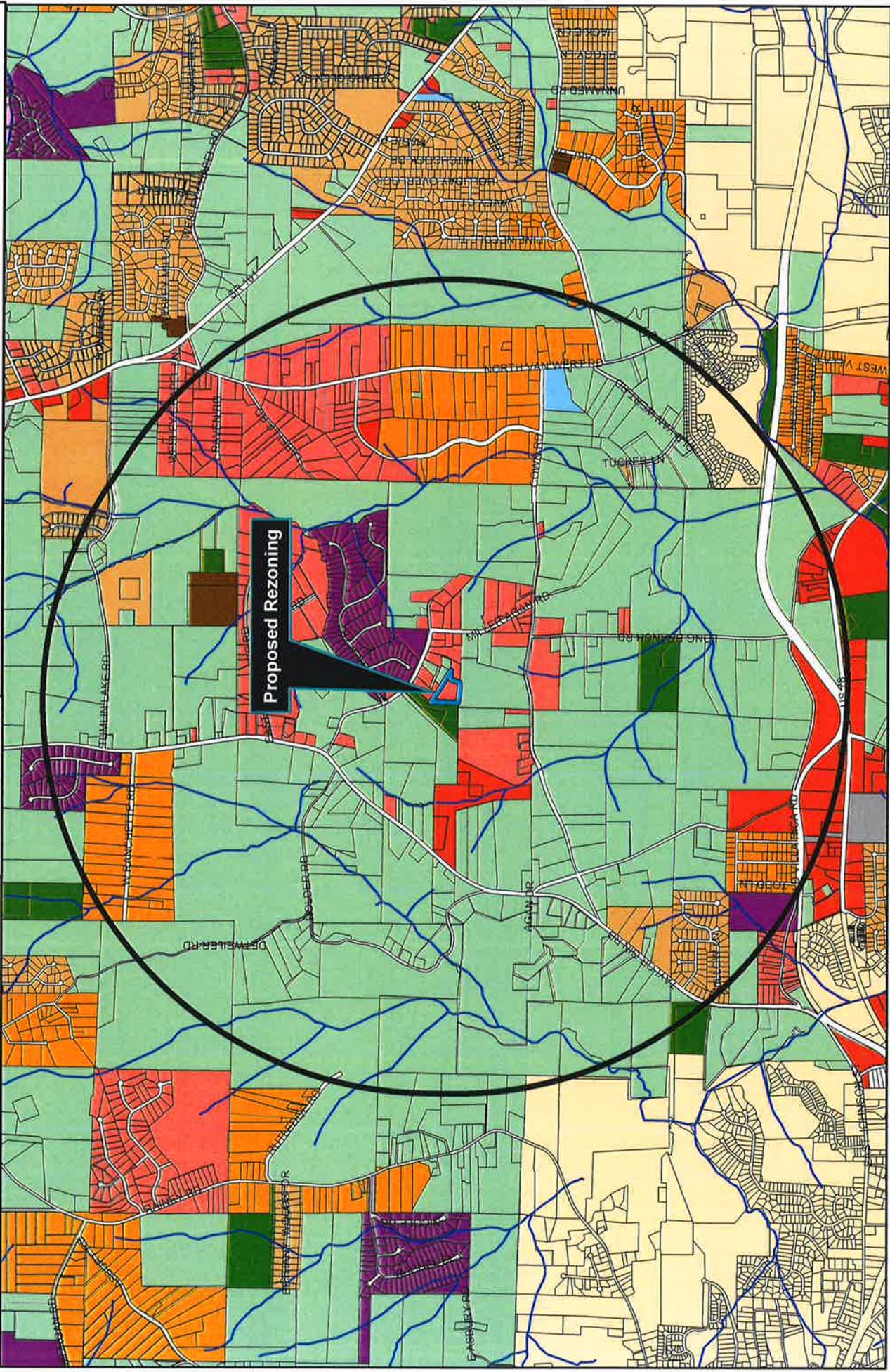


Application: Z-20-09-01

James and Melody Gribben
Rezoning from R2 to A
Parcel #146-1111



- Municipal
- A - Agriculture (4 ac min.)
- C - Commercial
- I - Industrial
- TP - Technology Park
- O1 - Office and Institutional
- HDDR - High Density Detached Residential
- MFR - Multi-Family Residential
- MHS - Manufactured Home Subdivision
- PUD - Planned Unit Development
- R1 - Single Family Home (3 ac min.)
- R2 - Single Family Home (1 ac min.)
- R3 - Single Family Home (0.5 ac min.)
- R30 - Single Family Home (0.75 ac min.)

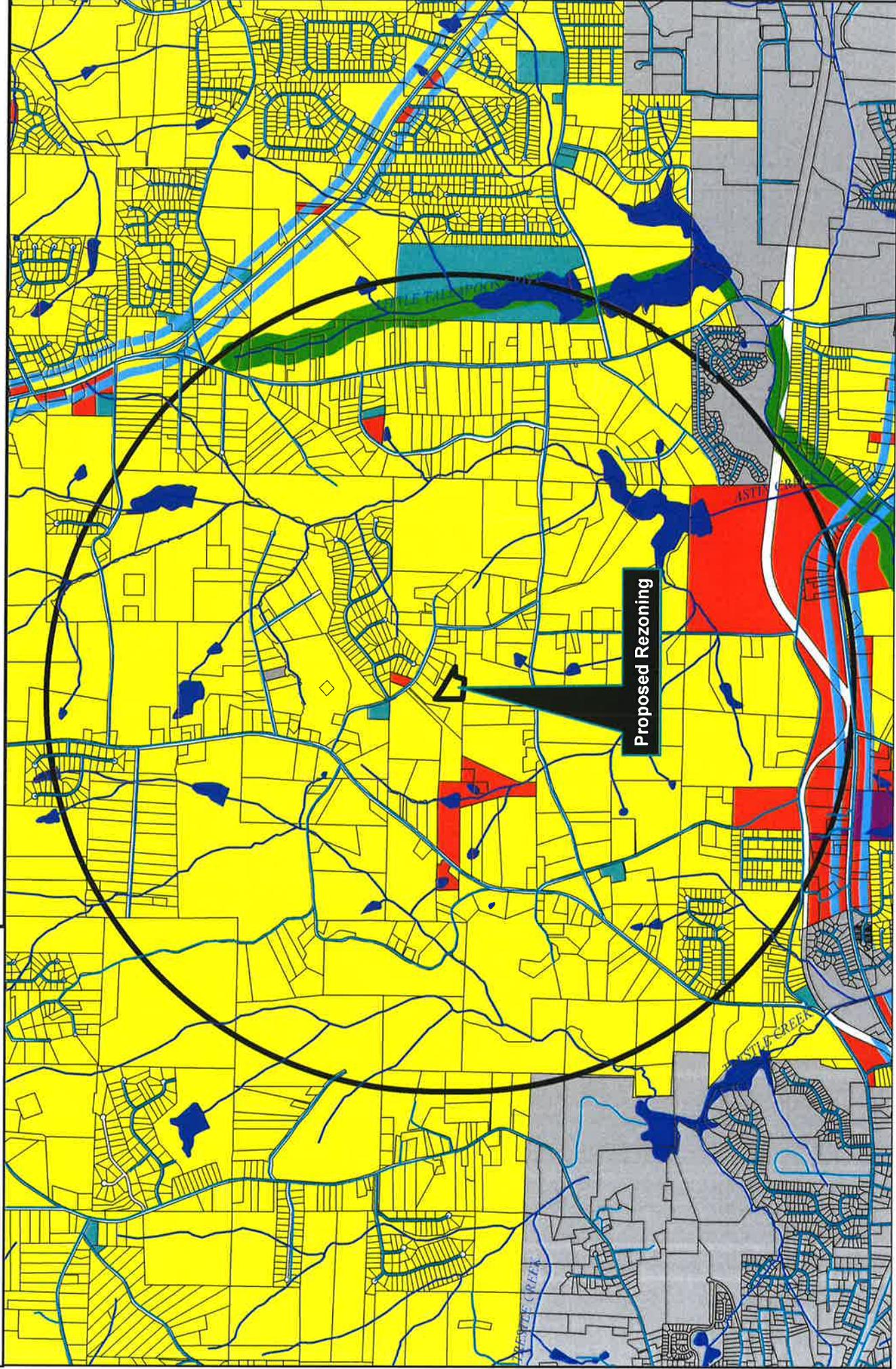




Z-20-09-01

Futue Land Use : Residential
CDP: No

- Agriculture
- Commercial
- Industrial
- Park/Rec/Con
- Public/instituti
- Residential
- Trans/Comm/Util





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**PLANNING COMMISSION SYNOPSIS
September 29, 2020**

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APPLICATION FOR REZONING

Application must be filed by noon on the 3rd Tuesday of the month to go on the next month's agenda. A pre-application conference with staff is required before the application can be submitted. Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed.

APPLICANT

Applicant Name: SOUTH EAST INVESTORS LLC
 Address: 1923 CHEROKEE RD City: WILLIAMSON State: SC Zip: 29697
 Phone: (843) 940-4800 Fax: () Email: JOEY@JMAUCTIONEERS.COM

Agent Name: JOEY MARTIN
 Address: 1923 CHEROKEE RD City: WILLIAMSON State: SC Zip: 29697
 Phone: (843) 940-4800 Fax: () Email: JOEY@JMAUCTIONEERS.COM

Owner Name (if different from applicant): SHERMAN AND ANNIE FARLEY
 Address: 161 MADDEVILLE LN CARROLLTON GA 30117
 Phone: () Fax: ()

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

REZONING

Project Name: EXPANSION OF YARD
 Rezoning Location (attach location map): 161 MADDEVILLE LN CARROLLTON GA 30117
 Current Zoning: RESIDENTIAL
 Proposed Zoning: COMMERCIAL
 Proposed Use: AUCTION YARD EXPANSION
 (If residential, the residence must be at least 1,230 square feet, or as expressly approved by the Board of Commissioners)
 Total acreage: 2.33
 Describe Proposed Rezoning: (attach additional sheets if necessary)

STAFF USE ONLY

Land Lot 342 of the 7th District, Carroll County Tax Map 071 Parcel 0033
 Date Application Filed: 7-20-2020 County Recipient: gln
 Advertisement Date: 8-7-20 Sign Posting to before this date: _____
 Planning Commission First Reading Date: 7-28-20
 Planning Commission Hearing Date Scheduled: 8-25-20 at 6:30 p.m.
 County Commissioners Hearing Date Scheduled: 9-1-20 at 6:30 p.m.
 Rescheduled Hearing Date, if required: _____ Application No: 7-20-08-01
 Application Withdrawn with/without Prejudice: (please circle) _____
 Zoning Personnel: gln Letter Sent to Applicant: _____



Carroll County Department of Community Development

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COMPREHENSIVE PLAN

Describe how the proposed Rezoning will affect:

Traffic: _____

Parking: _____

Availability of Public Facilities/Utilities: _____

Other relevant Impacts of the Proposal: _____

Describe how the proposed Rezoning will be a benefit to the public.

~~BE~~ INCREASE SIZE OF ACCION YARD

REZONING QUESTIONS

Please answer the following questions as completely and accurately as possible. This zoning application will be submitted for review to various departments; therefore, any incomplete answers may delay the review process.
– Attach additional sheets as necessary. –

1. Has the landowner or any person undertaken or initiated any efforts to develop the property in its existing zoning classification? Please provide a complete statement of the efforts for such development?

no

2. Is development under the present zoning classification infeasible? If yes, please provide a complete statement describing why development is infeasible?

no

3. Does the applicant know of similarly situated properties, within 1/2 to 1 mile, that have been developed in a manner as proposed? If so, please list the location of the similar property with respect to the subject property.

no

4. Is the subject property a portion of a larger tract? Yes No If yes, please describe the original tract size, and what portion you are requesting to rezone:



Carroll County Department of Community Development

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REZONING QUESTIONS CONTINUED

5. Are there any houses, barns, mobile homes, commercial buildings, or structures presently located on the subject property? If so, please identify the number of structures and their type:

YES, 2 HOMES, 7 SHEDS

6. List the type of structures you propose to construct if the subject property is re-zoned. If proposing the development of a subdivision, please describe the style, minimum square footage, proposed number of homes, number of phases, and price range of the homes:

NONE

7. Please state any pertinent facts, circumstances, events, and or documents that should be considered to support a decision to rezone the property to the proposed zoning classification and use.

WOULD LIKE TO INCREASE SIZE OF CURRENT HOUSTON YARD

8. Will your proposed use add additional residents to the property? If so, how many new residents do you anticipate will eventually move onto the property? NO How many households during the first year? _____

9. Has the applicant conducted any studies in connection with the proposed rezoning? If yes, please provide.

NO

10. Please identify any public utility (including water, sewer, gas, electricity, and other public utilities) which would be required for the proposed development of the property and are not available at the time of this application.

NONE

11. Disclosure Requirements per O.C.G.A. Section 36-67A . Has the owner and/or the applicant (or any person or attorney representing such in the re-zoning process) made campaign contributions totaling more than \$250 to any local government official who will consider this application? Yes No If yes, please state the name of the official(s) and the position held by each official, and the dollar amount and description of each campaign contribution made to each official within two years preceding the filing of this application.



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STATE OF GEORGIA
COUNTY OF CARROLL



AFFIDAVIT FOR A REZONING APPLICATION

Joy Martin, personally appeared before me, the undersigned officer, duly authorized to administer oaths in the State of Georgia and, having been duly sworn, sets forth the following statements for the purpose of being granted approval for a **REZONING APPLICATION** under the Ordinances of Carroll County:

The information contained within the application attached hereto and filed in the Department of Community Development consists of facts within my personal knowledge that I know are true and correct, and will be relied upon by officials of Carroll County in making a decision whether to issue this Application, License, Permit, or other Department approval.

On behalf of the Applicant, I declare that the Applicant, regardless if a partnership, corporation, or other organization or entity that is receiving a benefit under this Application, License, Permit, or other Department approval (whichever is applicable) is not delinquent in the payment of any taxes or fees due Carroll County.

FURTHER AFFIANT SAYETH NOT.

I declare under penalty of false swearing that the above is true and correct.

This 13 day of July, 2020.

Joy Martin
AFFIANT (signature)

Address: 161 MANDEVILLE ST
CARROLLTON GA 30417

Sworn to and subscribed
before me this 13 day
of July, 2020.

Nancy Sleik
Notary Public

Nancy Sleik
Notary Public
State of South Carolina
My Commission Expires March 5, 2020

If Affiant is authorized to sign on behalf of a partnership, corporation, or other organization or entity, please set forth the entity and address

Entity: SOUTHEAST INVESTORS LLC
Address: 1923 CHEROKEE RD
WILLIAMSTON SC 29697



Carroll County Department of Community Development

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(770) 830-5861

Rezoning Application

Authorization of Property Owner

THIS FORM TO BE COMPLETED ONLY IF APPLICANT AND OWNER ARE NOT THE SAME PERSON(S).

Applicant is person submitting the rezoning application. Owner is the property owner.

(Please type or legibly print)

Property Address:

161 MANDEVILLE ST CARROLLTON GA 30117

Applicant Name:

SOUTHEAST INVESTORS LLC

Address: 1923 CHEROKEE RD

City: WILLIAMSTON GA

State: SC Zip: 29687

Phone: () 864 - 940-4800

Robert Farley (Owner's Name), personally appeared before me, the undersigned officer, duly authorized to administer oaths in the State of Georgia and, having been duly sworn, sets forth the following statements for the purpose of being granted a Rezoning under the Ordinances of Carroll County:

I affirm that I am the owner of the property that is the subject of the attached application, as shown in the records of Carroll County, Georgia. I authorize the person named above to act as applicant in the pursuit of rezoning this property.

FURTHER AFFIANT SAYETH NOT.

I declare under penalty of false swearing that the above is true and correct.

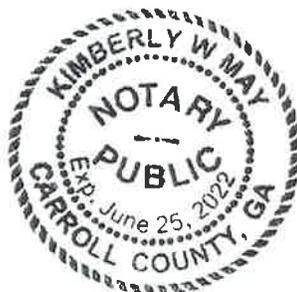
This 20th day of July, 2020.

Robert Farley
AFFIANT (Owner's signature)

Sworn to and subscribed
before me this 20th day
of July, 2020.

Kimberly W. May
Notary Public

My Commission Expires: June 25, 2022





Carroll County Department of Community Development

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SKETCH OF PROPERTY

Please check:

COMMERCIAL

OTHER: _____

- Provide a sketch of the proposed building location, driveway, septic tank location, and all other structures.
- Show the **dimensions** of the lot and all setbacks from the house and other structures to all property lines.
- The front setback shall always be measured from the centerline of the frontage road(s).
- Show location of any wells, trash pits, and all easements (drainage or utility) located on the property.
- Show distance to nearest stream or lake on property. If not within 200 feet of a stream or lake, please note.

Provide a complete listing of all existing structures that are now on the property:

2 HOMES, 7 SHENS

Describe the type of structure that you plan to build: *(A residence must be at least 1,230 square feet unless expressly approved by the Board of Commissioners)* NONE

Is this a multiple road frontage lot?

NO

PLEASE SEE INCLUDED SURVEY

Summary

Parcel Number 071 0033
 Location Address 161 MANDEVILLE LN
 Legal Description 2HSES/3AC MANDEVILLE LN
 (Note: Not to be used on legal documents)
 Class R4-Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Tax District COUNTY (District 02)
 Millage Rate 26.529
 Acres 3
 Homestead Exemption No (50)
 Landlot/District 342 / 07
 Water Well
 Sewer Septic Tank
 Electric Electricity
 Gas Tank Gas
 Topography Level
 Drainage Good
 Road Class County
 Parcel Road Access Paved



[View Map](#)

Owner

FARLEY SHERMAN & ANNIE
 C/O DONICE FARLEY
 161, ANDEVILLE LN
 CARROLLTON, GA 30117

Tax Commissioner Link

[Click here for tax information.](#)

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	1	3

Residential Improvement Information

Style One Story
 Heated Square Feet 1200
 Interior Walls Sheetrock
 Exterior Walls Masonry (Brick)
 Foundation Masonry
 Attic Square Feet 384 Unfinished
 Basement Square Feet 0
 Year Built 1947
 Roof Type Asphalt Shingles
 Flooring Type Carpet/Tile
 Heating Type No Heat
 Number Of Rooms 5
 Number Of Bedrooms 3
 Number Of Full Bathrooms 1
 Number Of Half Bathrooms 0
 Number Of Plumbing Extras 0
 Value \$43,092
 Condition Fair
 Fireplaces\Appliances Const 1 sty 1 Box 1
 House Address 161 MANDEVILLE LN

Style One Story
 Heated Square Feet 1376
 Interior Walls Sheetrock
 Exterior Walls Wood/Cedar
 Foundation Masonry
 Attic Square Feet 0
 Basement Square Feet 0
 Year Built 1911
 Roof Type Asphalt Shingles
 Flooring Type Carpet/Tile
 Heating Type No Heat
 Number Of Rooms 4
 Number Of Bedrooms 2
 Number Of Full Bathrooms 1
 Number Of Half Bathrooms 0
 Number Of Plumbing Extras 0
 Value \$10,179
 Condition Poor
 Fireplaces\Appliances Fireplace N. V. 1
 House Address 181 MANDEVILLE LN

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Site Impr Average	2001	0x0 / 1	1	\$2,500
Site Impr Additional	2001	0x0 / 1	1	\$1,500

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/22/2009			\$0	Estate Sale	FARLEY ANNIE ESTATE	FARLEY SHERMAN
11/20/1979	400 149		\$29,500	Not Fair Market	SILVEY AUBREY	FARLEY SHERMAN & ANNIE (JTRS)

Valuation

	2020	2019	2018	2017	2016
Previous Value	\$61,363	\$59,296	\$59,296	\$59,296	\$69,022
Land Value	\$8,901	\$8,901	\$8,901	\$8,901	\$8,901
+ Improvement Value	\$53,271	\$48,462	\$46,395	\$46,395	\$46,395
+ Accessory Value	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
= Current Value	\$66,172	\$61,363	\$59,296	\$59,296	\$59,296

Photos



Sketches

STATE OF GEORGIA; COUNTY OF CARROLL

THIS INDENTURE, Made this 29th day of November One Thousand Nine Hundred and Seventy-Nine between AUBREY SILVEY of the State of Georgia and County of Carroll of the First Part, and SHERMAN W. FARLEY AND ANNIE RENE FARLEY of the State of Georgia and County of Carroll of the Second Part;

WITNESSETH: That the said Party of the First Part, for and in consideration of the sum of Ten Dollars and other valuable considerations (\$ 10.00) Dollars, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said parties of the second part as Tenants in Common, for and during their joint lives, and, upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that tract or parcel of land lying and being and being in Land Lot 342 of the 7th District of Carroll County, Georgia, containing three (3) acres, more or less, and being more particularly described as BEGINNING at a point on the south boundary of said land lot at the point of intersection of the west right of way of Central of Georgia Railway and from said point of beginning, running thence westerly along the south boundary of said lot 100 feet, more or less, to the Old Bremen-Carrollton Road, which is a public road extending northerly and southerly through said Land Lot 342 situated approximately three hundred feet easterly of U. S. Highway 27 at the point of its intersection with the south boundary of said Lot 342; thence northwesterly along said public road 800 feet, more or less, to a hedge row, indicating the dividing line between this property and the property now or formerly owned by Earnest - C. C. Ozier; thence easterly along said hedge row 36 feet, more or less, to the west right of way of Central of Georgia Railway; thence southeasterly along said railway right of way 800 feet, more or less, to the point of beginning. This is the same property as was conveyed by warranty deeds to Jack W. Wilson, dated April 6, 1968, recorded in Deed Book 193, page 56, and on the same date and recorded in Deed Book 193, page 57, and is bound on the east by Central of Georgia Railway; on the south by the south boundary of said Lot 342; on the west by a public road known as the Old Carrollton-Bremen Highway, and on the north by the property of Earnest and Ozier and marked by the aforementioned hedge row.

Paid \$ 29.50 Date Nov. 29, 1979

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said parties of the second part, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID party of the first part, for his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said parties of the second part, as hereinabove provided, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year above written.

Signed, sealed and delivered in the presence of

Handwritten signatures of witnesses and a circular notary seal for 'Notary Public'.

Handwritten signature of Aubrey Silvey, followed by printed text: AUBREY SILVEY (SEAL) CLERK SUPERIOR COURT (SEAL)

1979 NOV 29 PM 12:55 (SEAL)

RECORDED NOV 29 1979 TISINGER, TISINGER & VANCE Attorneys at Law KENNETH SKINNER, CLERK



Carroll County Department of Community Development

423 College Street
P.O. Box 338

Carrollton, GA 30117
(770) 830-5861

Janet Hyde
County Planner
(770) 830-5861

Z-20-08-01

COMMISSION DISTRICT: 3
COUNTY COMMISSIONER: Tommy Lee
PLANNING COMMISSION MEMBER: Kim Hagen

PUBLIC HEARING DATES
PLANNING COMMISSION: August 25, 2020
BOARD OF COMMISSIONERS: September 1, 2020

REQUEST: Rezoning from Agricultural to Commercial for the purpose of expanding auction lot.

Applicant: Southeast Investors, LLC (dba Joey Martin Auctioneers)

Current Land Use: Vacant
Future Land Use: Agricultural

Acres: 7.33

Parcel Number(s): 071-0033
Location: 161 Mandeville Lane

PROJECT DESCRIPTION: The applicant is requesting to rezone 7.33 acres from Agricultural to Commercial for the purpose of expanding existing auction yard.

Surrounding Properties:

	Current Zoning	Current Land Use
North	Agricultural	Vacant
East	Agricultural	Vacant
South	Commercial	Commercial
West	Commercial	Commercial

REVIEW CRITERIA AND STANDARDS FOR CONSIDERING ZONING DECISIONS:

A. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The proposed zoning, if approved, will permit a use that is suitable in view of the development of adjacent and nearby property. The adjacent and nearby property is being used for commercial uses as well as some agricultural, although the agricultural uses are across the railroad tracks from subject property.

B. Whether the zoning proposal will adversely affect the existing use of adjacent or nearby property.

The proposed zoning, if approved, will not adversely affect the existing use of adjacent or nearby property.



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C. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

The proposed zoning, if approved, would not result in a use which would or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

D. Whether the zoning proposal is not in conformity with the policy and intent of the land use plan; and

The proposed zoning, if approved, is not in conformity with the policy and intent of the land use plan. The future land use for this property is **AGRICULTURAL**.

E. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

There are other existing or changing conditions affecting the use and development of the property to give supporting grounds for approval or disapproval of the zoning proposal. The applicant also owns property which is adjacent to subject property which is already zoned Commercial and is already used for a commercial use, Joey Martin Auctioneers. There is other property adjacent to subject property which is also zoned Commercial.

DEPARTMENTAL COMMENTS:

Carroll County Public Works: The proposed zoning change will have no effect on public infrastructure. Access to the property will be from Highway 27, though the applicant is asking for access to the property from Mandeville Lane for parking of an RV belonging to the applicant.

Carroll County Engineer: Subject property is not within the 100 year flood plain. There are no "state waters" on the property. ES&PC (erosion control plan) will be required for land disturbance. The current NOI (276721) must be reissued for new development.

Carroll County Fire: The property is served by Carroll County Fire Rescue.

Carroll County Board of Education: The proposed rezoning will not add to the Carroll County School system.

Carroll County Water Authority: Developer is responsible for providing water mains and appurtenances to serve the development that meet CCWA specifications, requirements and approval. A detailed review will be conducted by CCWA upon submittal of construction plans by the Developer to determine on-site and off-site water system improvements required by the development.

STAFF COMMENTS: The applicant is requesting to rezone from Agricultural to Commercial. The proposed zoning does not meet the requirements of the county's future land use plan as the future land use for the subject property is **AGRICULTURAL**. However, the subject property is adjacent to property already zoned Commercial which is also owned by the applicant. The rezoning is for an expansion of the existing use, an auction yard.

The current business falls under the requirements of the Corridor Development Plan and has not complied with all of the regulations required by this plan. It is staff's recommendation that any expansion of the existing use, and the rezoning required for such expansion, be contingent upon this business becoming compliant with the Corridor Development Plan.

STAFF RECOMMENDATION: APPROVAL WITH CONDITIONS.



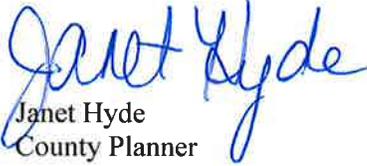
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PUBLIC NOTIFICATIONS: As required by Sections 14.3 and 14.4 of the Carroll County Zoning Ordinance, the public has been notified in the *Times-Georgian* on August 9, 2020; a sign was posted on the subject property, and all abutting property owners received notification of the rezoning request via U.S. mail.

Respectfully submitted,


Janet Hyde
County Planner

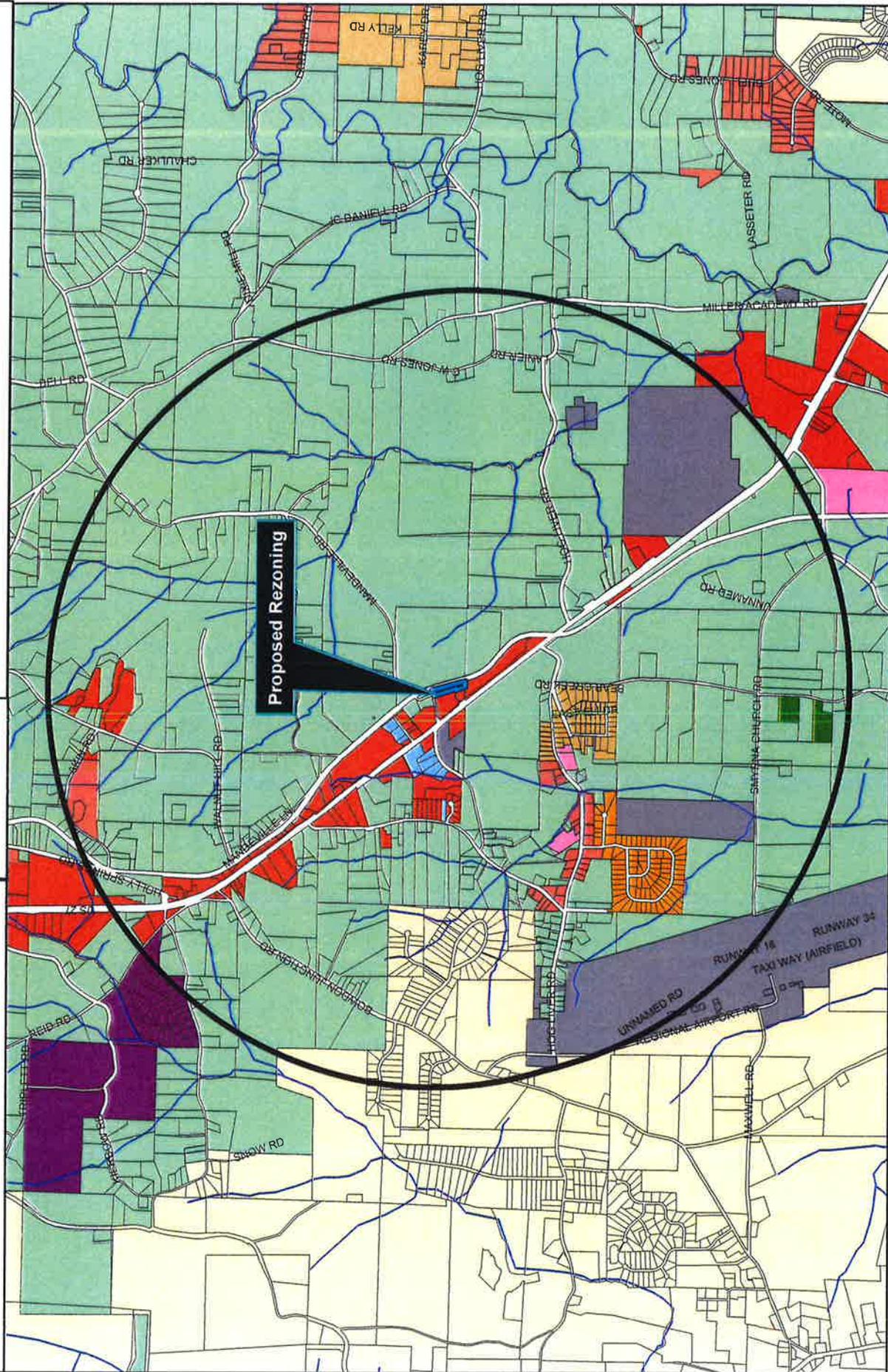


Application: Z-20-08-01

Southeast Investors
Rezone from A to C
071-0033



- Municipal
- A - Agriculture (4 ac min.)
- C - Commercial
- I - Industrial
- TP - Technology Park
- OI - Office and Institutional
- HDDR - High Density Detached Residential
- MFR - Multi-Family Residential
- MHS - Manufactured Home Subdivision
- PUD - Planned Unit Development
- R1 - Single Family Home (3 ac min.)
- R2 - Single Family Home (1 ac min.)
- R3 - Single Family Home (0.5 ac min.)
- R30 - Single Family Home (0.75 ac min.)





Z-20-08-01

Future Land Use : Agriculture

CDP: Yes

- Agriculture
- Commercial
- Industrial
- Park/Rec/Con
- Public/instituti
- Residential
- Trans/Comm/Util

