



**CARTERSVILLE**  
**CITY COUNCIL MEETING**  
Council Chambers, Third Floor of City Hall  
Thursday, October 19, 2023 at 7:00 PM

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**AGENDA**

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**COUNCILPERSONS:**

Matt Santini – Mayor  
Calvin Cooley – Mayor Pro Tem  
Gary Fox  
Kari Hodge  
Cary Roth  
Jayce Stepp  
Taff Wren

**CITY MANAGER:**

Dan Porta

**CITY ATTORNEY:**

Keith Lovell

**CITY CLERK:**

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

**OPENING OF MEETING**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**COUNCIL MEETING MINUTES**

1. October 5, 2023

**PROCLAMATIONS**

2. Red Ribbon Week

**FIRST READING OF ORDINANCES**

3. T23-04. Amendments to the Zoning Ordinance. Applicant: Switch, LTD. Representative: Brandon Bowen, Esq.

**PUBLIC HEARING - 1ST READING OF ZONING/ANNEXATION REQUESTS**

4. Z23-03. Rezoning Application. Applicant: Switch, LTD. Representative: Brandon Bowen, Esq.

**CONTRACTS/AGREEMENTS**

5. Life and Disability Insurance Renewal

- [6.](#) Retiree Medical Insurance Renewal
- [7.](#) Distribution Tree Trim/Clearing Easement with Georgia Power
- [8.](#) Assignment and Assumption Agreement

#### **BID AWARD/PURCHASES**

- [9.](#) Towable Compressors
- [10.](#) Asbestos Abatement
- [11.](#) Self-Contained Breathing Apparatus Purchase
- [12.](#) Atlanta Regional Commission Payment

#### **RESOLUTIONS**

- [13.](#) Plumbing Code Amendment Resolution

#### **MONTHLY FINANCIAL STATEMENT**

- [14.](#) August 2023 Financial Report

#### **ADJOURNMENT**

*Persons with disabilities needing assistance to participate in any of these proceedings should contact the human resources office, ADA coordinator, 48 hours in advance of the meeting at 770-387-5616.*

**P.O Box 1390 – 10 N. Public Square – Cartersville, Georgia 30120**  
**Telephone: 770-387-5616 – Fax 770-386-5841 – [www.cityofcartersville.org](http://www.cityofcartersville.org)**





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	October 19, 2023
<b>SUBCATEGORY:</b>	Council Minutes
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	October 5, 2023
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Council Minutes from October 5, 2023, have been uploaded for your review and approval.
<b>LEGAL:</b>	NA

City Council Meeting  
City Hall – Council Chambers  
October 5, 2023  
6:00 P.M. – Work Session  
7:00 P.M. – Council Meeting

**WORK SESSION**

Mayor Matthew Santini opened Work Session at 6:03 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Mayor Santini closed Work Session at 6:44 P.M.

**OPENING MEETING**

Mayor Santini called the Council Meeting to order at 7:01 P.M.

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Stepp.

The City Council met in Regular Session with Mathew Santini, Mayor, presiding, and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Calvin Cooley, Council Member Ward Four; Gary Fox, Council Member Ward Five; Dan Porta, City Manager; Julia Drake, City Clerk; and Keith Lovell, City Attorney.

Absent: Taff Wren, Council Member Ward Six

**REGULAR AGENDA**

**COUNCIL MEETING MINUTES**

**1. September 21, 2023, Council Meeting Minutes**

Council Member Fox made a motion to approve the September 21, 2023, Council Meeting Minutes. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 5-0

**EMERGENCY READING OF ORDINANCES**

**2. Gas Rates Sec. 24-233 Correction**

Keith Lovell, City Attorney, stated this Emergency Ordinance revision amends Article IX.- Gas System Division 2. – Rates Sec. 24-233, to correct the consumption price contained within the chart.

At the June 15<sup>th</sup> City Council meeting, this item was a first reading to amend some of the heat-only natural gas rates but failed to do a second reading of this ordinance, therefore, to get these rates adopted, it was recommended to approve this ordinance as an emergency reading.

Council Member Hodge made a motion to approve the emergency reading for the Gas Rates Sec. 24-233 Correction. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Ordinance 30-23

## RESOLUTIONS

### 3. Pledging to Practice and Promote Civility

Dan Porta, City Manager, stated during his career with Cartersville, the Mayor and City Council have always respected each other's opinions, listened to differing viewpoints, and conducted themselves with civility and courtesy to each other. Due to the divisiveness that is going on at the Federal level and in other parts of the country, GMA has prepared a Resolution for cities in Georgia to adopt, and approval was recommended.

Council Member Fox made a motion to approve the Pledging to Practice and Promote Civility Resolution. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution # 33-23

## FIRST READING OF ORDINANCES

Mr. Lovell stated that the next two (2) items were not the first reading of ordinances, and they should be considered agreements.

### 4. Amendment and Restatement of the 1967 Retirement Plan

Mr. Lovell stated that City Council approved the Ordinance Amendment of the 1967 Pension Plan in August to allow the city to move plan assets to the Georgia Municipal Employees Benefit System (GMEBS). Within the past month, GMEBS has received an updated favorable approval letter from the Internal Revenue Service, which requires all cities to manage to adopt the newly restated plan documents. Therefore, our agreement with GMEBS will need to be modified to meet the new amendments to the overall Master Plan, along with some other minor plan updates to Cartersville's plan to have our plan more aligned with GMEBS's plan.

### 5. Amendment and Restatement of the 2017 Retirement Plan

Mr. Lovell stated that City Council approved the Ordinance Amendment of the 2017 Pension Plan in August to allow the city to move plan assets to the Georgia Municipal Employees Benefit System (GMEBS). Within the past month, GMEBS has received an updated favorable approval letter from the Internal Revenue Service, which requires all cities to manage to adopt the newly restated plan documents. Therefore, our agreement with GMEBS will need to be modified to meet the new amendments to the overall Master Plan, along with some other minor plan updates to Cartersville's plan to have our plan more aligned with GMEB's plan.

Council Member Hodge made a motion to approve the agreement modifications to the 1967 and 2017 Retirement Plan. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

**SECOND READING OF ORDINANCES**

**6. Seasonal Policy on Electric Disconnects**

Freddy Morgan, Assistant City Manager, stated this item is an electric disconnection seasonal policy addition. In the Summer, residential service will not be disconnected for non-payment if paid prior to 8:00 A.M. on the date of the scheduled disconnection, a National Weather Service Heat Advisory or Excessive Heat Warning is in effect or is forecasted to be in effect by the National Weather Service, in the county in which the meter scheduled for disconnection is located.

Council Member Fox made a motion to approve the Seasonal Policy on Electric Disconnects. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Ordinance #70-23

**7. Natural Gas Rates**

Mr. Morgan stated this is an update on the fees in the Code of Ordinances, Chapter 24 – Utilities. Article IX, - Gas System. Division 2 – Rates.

Council Member Cooley made a motion to approve the Natural Gas Rates. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Ordinance #71-23

**BID AWARD/PURCHASES**

**8. New Vehicle for Administration Department**

Mr. Morgan stated the Administrative Department needs an additional vehicle for use by multiple divisions for daily needs and training/travel. The previous vehicle, a 2004 Honda Pilot, has been transferred to the Public Works department. The request is to purchase a 2023 Ford Explorer in the amount of \$37,578.16. The requested vehicle is a non-budgeted item that will be covered by other departmental funds.

Council Member Fox made a motion to approve the New Vehicle for the Administration Department. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

**9. Replacement Pick-Up Truck**

Mr. Morgan stated the Parks and Recreation Department is requesting approval to purchase a 2023 Ford F-150 4x4 crew cab in the amount of \$48,086.32 to replace truck #708, a 2004 F-150. The requested truck replacement is a non-budgeted item that will be covered by other departmental funds.

Council Member Fox made a motion to approve the Replacement Pick-Up Truck. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

**10. Pension Fund Investment Advisor Quarterly Invoice**

Mr. Morgan stated Segal Marco Advisors has submitted their quarterly invoice. This invoice is paid from the Pension fund account in the amount of \$18,000.00 and is presented for approval.

Council Member Roth made a motion to approve the Pension Fund Investment Advisor Quarterly Invoice. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

**11. Utility Associates Inc.**

Frank McCann, Police Chief, stated the Police Department is requesting approval to purchase two Utility Associates in-car camera systems for our new patrol vehicles. This is a budgeted item and will be paid for utilizing S.P.L.O.S.T.

Council Member Stepp made a motion to approve the purchase from Utility Associates Inc. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

**12. Motorola Radio Purchase**

Chief McCann stated the Police Department is requesting approval to purchase seven Motorola in-car radios for our new patrol vehicles and the Bearcat which will be arriving in November 2023. This is a budgeted item and will be paid for out of S.P.L.O.S.T. funds.

Council Member Roth made a motion to approve the Motorola Radio Purchase. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

**13. New Vehicles for Police Department**

Chief McCann stated the Police Department is requesting approval for the purchase of two 2023 Chevrolet Tahoe's from Ginn Motor Company in the amount of \$96,3800.00, this amount does not include the required add-ons, which have been requested not to exceed \$14,000.00 for a grand total of \$110,380.00. This is a budgeted request, to be paid from account 210-2110-54-2201.

Council Member Roth made a motion to approve the New Vehicles for the Police Department. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Council Member Hodge made a motion to add two (2) items to the agenda. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

**14. Switching Cubicles - Hanwha**

Derek Hampton, Electric Department Director, stated the Electric Department is requesting authorization to purchase two switching cubicles to serve power to the upcoming Hanwha project. This is a sole-sourced item from Gresco, and the cost is a total of \$138,975.25. This is a budgeted expense.

Council Member Roth made a motion to approve the Switching Cubicles - Hanwha. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

**15. Health and Vision Insurance Renewal for 2024**

Mr. Porta stated that City staff met with One Digital, our health insurance agent, to review the health insurance proposals for 2024. Currently, City Employees are covered through Anthem (BC/BS) Insurance with the option of Point of Service (POS) or a Health Savings Account (HSA) insurance plan. Anthem first proposed a 16.6% rate increase on our account for 2024, and we had One Digital obtain proposals from other companies.

After receiving other proposals and meeting with One Digital, we have successfully negotiated only a 3.43% rate increase from Anthem for 2024. Based on our claims history, this is a more realistic rate increase.

A couple of changes that were proposed to make with this renewal is for the city to contribute 90% towards any employee’s coverage under the Health Savings Account (HSA) coverage provided by Anthem, as employees are taking on more of the costs by paying a deductible first before having any doctor visits or hospitalization costs covered by Anthem. Currently, we only have four individuals covered under this plan. Decreasing their cost may incentivize other employees to take this coverage.

Also, it was recommended that the city begin to pay 80% of the monthly premiums for all our coverage types (employee only; employee/spouse; employee/child(ren); and family) to provide affordable insurance premiums, particularly for those who have family insurance which the city is only paying 75% of the insurance premium. By going to this new model, single employees would have to pay 5% more as they are only paying 15% of the monthly premium, and employees with family coverage would be paying less as they are currently paying 25% of the monthly premium. The other two-tier types (employee/spouse and employee/child(ren) are already paying 20% of the monthly premium.

In addition, One Digital has provided the Vision Insurance renewal from Anthem, which is a voluntary insurance (employee pays 100% of premium) at the same premium. These are budgeted items. It was recommended to approve the renewal of health and vision insurance coverage with Anthem Insurance for 2024.

Council Member Stepp made a motion to approve the Health and Vision Insurance Renewal for 2024. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

**16. Tennis Court and Pickleball Resurfacing**

Steve Roberts, Parks and Recreation Department Director, stated Parks and Recreation is seeking approval to resurface five tennis courts and repurpose courts 6-7 to permanent Pickleball Courts.

This project went to RFP on July 24, 2023, and remained until August 30, 2023, but we didn't receive any bids. Quotes were solicited from Signature Tennis, Talbot Tennis, and Court Makers, and Signature Tennis was the only Contractor who could start this year.

They will resurface the courts, tape and fill cracks, sand and repaint net poles, and paint new lines on the tennis courts. Install twelve net posts and six center anchors, a 4-foot fence for separation, six new pickleball nets with straps, and paint lines for the pickleball courts for \$98,400.00.

This is a budgeted expense, \$80,000 paid from Operating Expenses 100-5100-52-2341 and the remaining \$18,400 from Capital Expenses 100-5100-54-1301. Approval was recommended.

Council Member Cooley made a motion to approve the Tennis Court and Pickleball Resurfacing. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

**17. WPCP Filter Media**

Sidney Forsyth, Water Department Director, stated that the disk filters at the Water Pollution Control Plant require periodic cloth media replacement. A quote was received from the sole source provider and manufacturer of the filters and media for 32 replacement cloth filter "socks". Approval was recommended to purchase these items from Aqua-Aerobic Systems, Inc. for \$16,448.00. This is a budgeted maintenance item to be paid from account #505.3330.52.2361.

Council Member Roth made a motion to approve WPCP Filter Media. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

**CONTRACTS/AGREEMENTS**

**18. Tallant Howell Engagement Agreement**

Mr. Forsyth stated with regards to the new allocation of water storage in Lake Allatoona, it is necessary to execute an inter-governmental agreement with Bartow County for the sharing of that space since the allocation is in the name of both entities. Bartow County has engaged an attorney with specific experience in this type of negotiation, and the City should do likewise. It was recommended for the mayor sign a letter of engagement with Kevin Tallant of the Tallant Howell firm of Cumming, Georgia. Kevin successfully negotiated on behalf of the City of Cumming, for a similar agreement with Forsyth County.

Council Member Hodge made a motion to approve the Tallant Howell Engagement Agreement. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

**19. Sewer Extension Delegation Agreement**

Mr. Forsyth stated for the Cartersville Water Department to review and accept certain extensions to the sanitary sewer system, this authority must be specifically delegated by the Georgia Environmental Protection Division (EPD). After reviewing the City's sewer specifications and qualifications, the EPD has offered a delegation agreement.

Council Member Roth made a motion to approve the Sewer Extension Delegation Agreement. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

**20. Rescission of Pine Grove Acquisitions & Douthit Ferry-Walnut Grove Dirt Agreements**

Mr. Porta stated on May 18, 2023, City Council approved the Pine Grove Acquisitions & Douthit Ferry-Walnut Grove Dirt Agreement, which allowed the developer of the property across the new Water Administration Building to obtain the excess dirt from City property in exchange for the City to collect the excess dirt from John Cummings property. Property buyers have since changed, and the City would like to rescind these contracts.

Council Member Stepp made a motion to approve the Rescission of Pine Grove Acquisitions & Douthit Ferry-Walnut Grove Dirt Agreements. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

**BID AWARD/PURCHASES**

**21. Public Works’ Roof**

Steven Foy, City Engineer, stated the roof of the Main Office of the Public Works facility, 330 S. Erwin Street, needs repair. The existing metal roof is estimated to be 40 years old and has several leaks. Bids were requested for the roof replacement, with 24 gauge standing seam metal panels, and the replacement of gutters and downspouts. We received estimates/proposals from Caliber Construction, All Around Roofing, and Alltop Roofing ranging from \$31,200.00 to \$45,000.00.

This is a budgeted item, and Public Works recommends approval of the lowest estimate from Alltop Roofing at \$31,120.00, with an amount not to exceed \$40,000.00 due to the potential need for decking repair.

Council Member Cooley made a motion to approve the Public Works’ Roof. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

**ADDED ITEMS**

**22. Fourth Amendment to Commercial Property Lease Agreement**

Mr. Lovell stated that when the City of Cartersville purchased the property located at 640 N. Tennessee Street, there was a tenant at the location. It was previously agreed upon to allow Mr. Todd Dover to remain at the location, while maintaining the upkeep of the property. Mr. Dover’s lease expired on July 31, 2023.

The City of Cartersville would like to extend Mr. Dover’s lease until April 30, 2024. Currently, the lease states the extension to be until January 31, 2024, but requested the City Clerk to edit the lease to reflect the new expiration date of April 30, 2024.

Council Member Hodge made a motion to approve the Fourth Amendment to the Commercial Property Lease Agreement with an expiration date of April 30, 2024. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

**23. Emergency Moratorium – Carter Grove**



Mr. Lovell stated on December 15, 2022, the City Council approved a moratorium on development in the Carter Grove subdivision due to the inadequacy of the hydrants to have sufficient water pressure. This moratorium was set to expire on December 31, 2023.

Currently, the water pressure testing is in the final stages and this ordinance will allow the City Manager to cancel the moratorium at the time that testing is completed.

Council Member Hodge made a motion to authorize Dan Porta to administratively cancel the moratorium for Carter Grove. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

**OTHER**

**24. Mission Road Sidewalk Discussion**

Mr. Foy stated leadership within the City of Cartersville has expressed an interest in providing pedestrian connectivity along West Cherokee Avenue/Mission Road from where the existing sidewalk along West Cherokee Avenue ends at Charles Street to the existing sidewalk approximately 660 feet west of Duncan Drive. A cost estimate to install a 5-foot sidewalk in two phases has been obtained.

Phase 1 expands from Charles Street to Stately Oaks Drive, estimated cost at \$3,392,400, and Phase 2 expands from the railroad crossing just west of Silo Drive to approximately 660 feet west of Duncan Drive, estimated at \$2,890,102. Each phase requires a bridge replacement and a pedestrian crossing at the railroad tracks.

The cost for a multi-use trail would be approximately twice that of a 5-foot sidewalk since a multi-use trail is 10 feet wide and requires additional right of way.

Mr. Porta added that in March 2023, the Council approved the consultation portion of this project which would allow the City of Cartersville to pursue a consultant to get more information on what this project would cost. This is in no way an approval to move forward with the project as this item was simply a discussion.

Allan Forsyth, 25 Blackfoot Dr., came forward to speak for the project.

Tom Hall, 19 Brooklyn Dr., came forward to speak for the project.

**PUBLIC COMMENTS**

Melanie and William Butt, 23 Sterling Court, came forward to express their disapproval for the new retail establishment located in the downtown area. They stated it was offensive to have such in a window display.

Carol Weiss, 10 Felton Ct., came forward to ask for an exception for their fence and stated Code Enforcement had stated the fence had to come down because it was located on an easement.

Nicole Frances, 22 Felton Walk Blvd., came forward to express the same sentiments as Ms. Weiss regarding the fence.

Mr. Lovell stated he would investigate the cases and would get back in touch with them both. In closing, he did take their contact information so that he could follow up.

**ADJOURNMENT**

With no other business to discuss, Council Member Stepp made a motion to adjourn.

Meeting Adjourned at 7:41 P.M.

/s/ \_\_\_\_\_  
Matthew J. Santini  
Mayor

ATTEST:  
/s/ \_\_\_\_\_  
Julia Drake  
City Clerk



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	October 19, 2023
<b>SUBCATEGORY:</b>	Proclamations
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Red Ribbon Week
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This proclamation is to raise awareness about the dangers of illicit drug use and promote healthy, drug-free lifestyles.
<b>LEGAL:</b>	N/A

CITY of CARTERSVILLE  
*Proclamation*



WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

WHEREAS, there is hope in winning the war on drugs and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marine of the Marine Corps League to foster a healthy drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the red ribbon has been chosen as a symbol commemorating the work of Enrique “Kiki” Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty and represents the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

NOW, THEREFORE, I, Matthew J. Santini, Mayor of the City of Cartersville, do hereby recognize October 23 - 31, 2023 as **RED RIBBON WEEK** and urge all my fellow citizens to join me in showing their support for a drug-free environment.

*In Witness whereof I have hereunto set my  
hand and caused this seal to be affixed*

\_\_\_\_\_ Mayor

Attest: \_\_\_\_\_ City Clerk



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	October 19, 2023
<b>SUBCATEGORY:</b>	Text Amendment
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	T23-04. Amendments to the Zoning ordinance. Applicant: Switch, LTD. Representative: Brandon Bowen, Esq.
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>Text Amendment to Chapter 26, of the City’s Zoning Ordinance, to create a new zoning district, Technology (T) Zoning District. This district would allow data centers and associated uses.</p> <p>Planning Commission recommended approval.</p>
<b>LEGAL:</b>	N/A

# MEMO

To: Planning Commission, Mayor Santini & City Council  
From: Randy Mannino and David Hardegree  
Date: October 3, 2023  
Re: *Text Amendment T23-04. Add new Technology District (T)*

Switch LTD, applicant, is proposing a new Technology zoning district to allow the development of data warehousing or storage facilities. The proposed district restricts uses except for those that are or would support data centers.

The amendment also adds the Technology District to the appropriate zoning sections of the ordinance that address Communication Towers, Sec. 4.29.

This text amendment is accompanied by zoning case Z23-03 that seeks to rezone approx. 1,946 acres remaining to be developed in the Carter Grove Planned Development.

FRANK E. JENKINS, III  
BRANDON L. BOWEN  
ROBERT L. WALKER  
ERIK J. PIROZZI  
ELLIOT T. NOLL  
C. KIMBERLY PRINE

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August 17, 2023

Mr. David Hardegree  
City Planner  
City of Cartersville, Georgia

Re: Switch, LTD text amendment and rezoning application  
Letter of Intent

Greetings David,

I am pleased to submit this Letter of Intent in association with the proposed text amendment and rezoning application submitted contemporaneously on behalf of Switch, LTD. Switch is the recognized world leader in data center design, development and operation. We are pleased to propose the development of Switch's newest data center in Cartersville.

The site of the proposed development is the undeveloped back of the Carter Grove Planned Development.<sup>1</sup> I have submitted a current ALTA boundary survey showing the entire boundaries of this property. The current condition of that property is undeveloped and subject to a planned development zoning and development agreement with the City of Cartersville. We propose the termination of the development agreement as to the subject property and rezoning to a new Technology zoning classification, which is addressed in the text amendment application.

If approved, the new Technology district restrictions will allow the development of this property in a way that has far less impact than the current planned development (which contemplates thousands of homes and the traffic that would be associated with it). At the same time, the proposed use does not have the traffic volume of retail operations, or the truck traffic associated with industrial manufacturing and logistics users. It will also bring best in class telecommunications facilities to our community, and resolve the broadband desert that many experience on the south side of Cartersville.

<sup>1</sup> Note that this application does not include the approximately 45 +/- acres at the entrance of Carter Grove at the corner of Old Alabama Road and Carter Grove Blvd. Switch has no interest in that property and does not propose any change to its zoning status.

I am including a site plan, which shows both the planned phase 1 of the development, as well as future development areas as buildout progresses. We are of course happy to discuss this with you in greater detail at your convenience.

Very truly yours,

JENKINS, BOWEN & WALKER, P.C.



Brandon L. Bowen

Enclosures



**Application for Text Amendment(s)  
To Zoning Ordinance  
City of Cartersville**

Case Number: \_\_\_\_\_  
Date Received: 8/17/23

**Public Hearing Dates:**

Planning Commission Oct. 10 5:30pm    1<sup>st</sup> City Council Oct. 19 7:00pm    2<sup>nd</sup> City Council Nov 2, 2023 7:00pm

**APPLICANT INFORMATION**

Applicant <u>Switch, LTD</u> <small>(printed name)</small>	Office Phone _____
Address <u>7135 S. Decatur Blvd</u>	Mobile/ Other Phone _____
City <u>Las Vegas</u> State <u>NV</u> Zip <u>89119</u>	Email _____
Representative's printed name (if other than applicant) <u>Brandon C. Bower</u>	Phone (Rep) <u>770/387-1325</u>
	Email (Rep) <u>bower@jswpc.com</u>
Representative Signature	Applicant Signature
Signed, sealed and delivered in presence of: 	My commission expires:
Notary Public	

1. Existing Text to be Amended: See Exhibit A

Article \_\_\_\_\_, Section \_\_\_\_\_, Subsection \_\_\_\_\_

Existing Text Reads as Follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Proposed Text: See Exhibit A

Proposed Text Reads as Follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Continue on additional sheets as needed)

3. Reason(s) for the Amendment Request: \_\_\_\_\_

To create a new Technology District  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Continue on additional sheets as needed)

**REQUIREMENTS FOR FILING  
AN APPLICATION FOR TEXT AMENDMENT(S)  
CITY OF CARTERSVILLE, GA**

Completed applications must be submitted to the City of Cartersville Planning & Development Department, located at 10 N. Public Square, 2<sup>nd</sup> Floor. Cartersville, GA 30120.

**Requirements**

- 1. **Completed Application:** Include all signatures. Complete items 1, 2 and 3.
- 2. **Filing Fee:** A non-refundable filing fee of **\$400.00** must accompany the completed application.
- 3. **Public Notice Fee (Optional):** The applicant may choose to have city staff prepare and manage the public notification process outlined in **Requirement 4** below. If this option is requested, there is an additional, non-refundable fee of **\$30.00** which covers the cost of the newspaper ad.
- 4. **Public Notification:** The applicant is responsible for the following **public notification** process unless the applicant has requested that staff manage this process as outlined in **item 4** above:
  - a. Not less than fifteen (15) days and not more than forty-five (45) days prior to the scheduled date of the public hearing being the final action by the City Council and not less than ten (10) days prior to the Planning Commission meeting, a **notice of public hearing** shall be published in the legal notice section of the Daily Tribune newspaper within the City of Cartersville. Such notice shall state the application file number, and shall contain the location of the property, its area, owner, current zoning classification, and the proposed zoning classification. Such notice shall include both the Planning Commission and the City Council meeting dates. (See attached Notice of Public Hearing).

**EXHIBIT A**  
**Proposed Text Amendment**

The purpose of this requested text amendment is to create a new Technology zoning district in the Cartersville Zoning Ordinance. In order to accomplish that goal, the following text changes to the Zoning Ordinance are requested:

1. A new section 3.1.28 of the zoning ordinance will be adopted and state as follows:

3.1.28. *T Technology*: The purpose of this district is to provide an area to encourage the siting of new technologies, computer systems, data infrastructure and data hosting.

2. A new section 9.7 will be adopted, and shall state as follows:

**Sec. 9.7. Technology (T) district.**

9.7.1. *T district scope and intent*. Regulations in this section are the T district regulations. The T district is intended to provide land areas for commercial activities associated with technology, information systems, data infrastructure, data hosting and management activities and similar new information age uses without the community impacts often associated with industrial uses or warehouse distribution centers.

9.7.2. *Use regulations*. Within the T district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as a permitted use in this section shall be prohibited.

A. *Permitted uses*. Structures and land may be used for only the following purposes:

- Colleges and universities.
- Computer systems and facilities design, programming operation and management.
- Data processing, storage, hosting and related services
- Financial establishments.
- Information product research and development.
- Institutions of higher learning, business colleges, music conservatories, and similar institutions.
- Internet website design and hosting.
- Laboratories (medical and dental).
- Libraries.
- Medical offices (excludes veterinary).
- Museums.

- Offices, general.
- Office parks.
- Parks, private.
- Public utility facilities.
- Radio and television broadcast stations.
- Radio, television, or other communication towers, antennas and facilities.
- Research laboratories.
- Software design and development.
- Solar, renewable and alternative energy facilities.
- Technology consulting and management
- Telecommunications infrastructure and connectivity facilities.

B. *Accessory uses.* Structures and land may be used for uses customarily incidental to any permitted use.

9.7.3. *Development standards.*

A. *Height regulations.* Buildings shall not exceed a height of seventy-five (75) feet, measured from structure pad level. Height limitations shall not apply to accessory structures such as water towers, conveyer belts, smokestacks and other incidental and uninhabited parts of industrial uses.

B. *Front yard setback:* fifty (50) feet.

C. *Side yard setback:* fifty (50) feet.

D. *Rear yard setback:* fifty (50) feet.

E. *Minimum lot frontage:* One hundred ten (110) feet adjoining a street.

F. *Minimum lot width at the building line:* One hundred ten (110) feet.

G. *Minimum lot acreage:* Fifty (50) acres

H. *Minimum buffer requirements.* In addition to required setbacks, a minimum 100-foot wide buffer, which can include required setback, shall be required along all property lines which abut a residential district or use in order to provide a visual screen in accordance with section 4.17 of this chapter.

I. *Air conditioning units and HVAC systems.* Air conditioning units and HVAC systems shall be thoroughly screened from view from the public right-of-way and from adjacent properties by using walls, fencing, roof elements, or landscaping. This requirement shall not apply where the equipment is more than 100 feet from adjacent property lines.

J. *Front building facade.* The front building facade of all principal buildings shall be oriented toward street fronts or adjacent arterial street fronts. This requirement shall

not apply if the front of the building is greater than 500 feet from the public right-of-way or not visible from the public right-of-way.

K. *Security fencing.* Security fencing and walls shall not be located within the required buffer unless it complies with the general regulations pertaining to fencing. Fences and walls outside the required setback and buffer provided above shall not be subject to height limitations.

L. *Accessory structures.* Accessory structures shall be subject to the general ordinances of the City code, provided that if they are to be located outside of the setbacks and buffers provided above, they shall not be subject to the location requirements of section 4.9. Further, notwithstanding other provisions of the code, guard houses and secured entry features shall be permitted at public road entrances.

M. *Required setbacks and buffers shall only apply to external property boundaries with other properties not zoned as part of the T district.* Minimum lot frontages, width and acreage shall not apply to subdivided T lots, so long as the entirety of the contiguous T district complies with the requirements of this ordinance, and so long as the subdivided lot has adequate frontage on public or private roads to allow service.

N. *Private roads are permitted within the T district.* They shall be designed and built subject to the design guidelines for City public roads.

O. *Telecommunication towers shall be permitting to be installed in a manner consistent with the standards of Section 4.29 of this zoning ordinance.*

9.7.4. *Other regulations.* The headings below contain additional, but not necessarily all, provisions applicable to the T district.

- City of Cartersville Landscaping Ordinance.
- City of Cartersville Sign Ordinance.

3. Section 4.29 – Standards for communication towers, shall be amended to address the new Technology district, and shall henceforth 4.29 shall state as follows (note that no changes are proposed for this section other than adding the T district to appropriate paragraphs):

**Sec. 4.29. Standards for communication towers.**

4.29.1. *General requirements.*

A. The height limitations set forth in this chapter applicable to buildings and structures shall not apply to communication towers which shall be governed by this section.

B. A variance shall be approved by the board of zoning appeals for the construction of all new communication towers within the city excluding such towers erected in the AG, T, L-I, H-I, or MN zoning districts. In addition to standards required in this chapter, the following standards shall be considered by the board of zoning appeals prior to the approval of a variance for a communication tower:

1. Height of the proposed tower.
2. Proximity of the tower to residential structures and residential zoning districts, historical districts, parks, and designated nature preserve areas.
3. Nature of the uses on adjacent and nearby properties.
4. Surrounding topography.
5. Surrounding tree coverage and foliage.
6. Design of the tower structure, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness.
7. Impact upon the Cartersville/Bartow County airport.
8. Availability of suitable existing towers and other structures for co-location as defined in this chapter.

C. All new communication towers or antennas shall obtain a building permit prior to the construction or placement of such structures or facilities. A building permit shall not be approved for such towers without prior approval of a special use if so required by this section. Excludes noncommercial amateur radio antennas, towers, and supporting structures.

D. The application for a communication tower shall include, but not be limited to, the following information:

1. A survey site plan drawn to scale showing all property lines with dimensions, location of existing buildings and other structures, topography, location of setback lines or other dimensional requirements, proposed tower location, tower height, location of accessory structures to the tower, proposed landscaping, neighboring uses, north arrow, and property street number;
2. The coverage zone of the proposed tower;
3. A report, documented by the submission of a certification by a qualified engineer, showing evidence of an engineering nature which demonstrates that no existing tower or structure can accommodate the proposed antenna(s). Said report shall include, but not be limited to, the following information:
  - a. No existing towers or structures are located within the geographic area required to meet applicant's engineering requirements;
  - b. Existing towers or structures are not of sufficient height to meet applicant's engineering requirements;
  - c. Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment;
  - d. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna;

- e. The fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable (costs exceeding new tower development are considered to be unreasonable); or
  - f. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable; and
4. A report explaining the process by which the subject site was chosen.
- E. Shared usage of communication towers and antenna facilities is encouraged, and towers shall be designed to accommodate at least one (1) other entity to co-locate on such towers.
  - F. Accessory structures shall be limited to such structures associated with the operation of a communication tower.
  - G. All self-supporting communication towers shall be equipped with an anti-climbing device to prevent unauthorized access and such towers and related equipment and buildings shall be enclosed by security fencing not less than six (6) feet in height.
  - H. All communication towers must meet or exceed current codes, rules, standards, and regulations of the Federal Aviation Administration, the Federal Communications Commission or such governing agency guidelines as may be established from time to time. All such towers must be updated and brought into conformity with such standards and regulations within six (6) months of their adoption or as required by code if less than six (6) months. The failure to comply with this provision shall be grounds for the city to require repermitting or removal of the tower at the owner's expense.
  - I. At the time of application for a building permit, the plans for the construction of a communication tower shall be certified by an independent registered structural engineer as meeting all current safety and design standards of all applicable codes.
  - J. Communication towers are encouraged to locate in nonresidential areas where possible. Self-supporting towers shall not be permitted within a single-family residential zoning district unless the applicant can show that the denial of a permit in such a location will cause a significantly harmful and permanent degradation of service which cannot be overcome by any other means including planned or potential locations which would provide the same or similar coverage or capacity. Such towers shall not be permitted in any platted residential subdivision.
  - K. Self-supporting communication towers shall not be permitted in the DBD zoning district or the Etowah Valley Historic District.
  - L. Lattice and guy tower structures shall be permitted only within the T, L-I, H-I, or MN zoning district.
  - M. Communication towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the Federal Aviation Administration, Federal Communications Commission, or other applicable federal or state agency, be painted a neutral color or painted to match the existing structure so as to reduce visual obtrusiveness.

N. Communication towers shall not be artificially lighted unless required by the Federal Aviation Administration, Federal Communications Commission or other state or federal agency of competent jurisdiction. If lighting is required, the city may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views.

O. Communication towers shall not exceed a height above the "clear zone" required for a safe approach to the Cartersville/Bartow County Airport as set forth by the Federal Aviation Administration if within a three-mile radius of said airport.

P. Any communication tower approved under the provisions of this section which is not utilized by any communications service provider for any communications related purpose for a period of twelve (12) consecutive months shall be considered abandoned and the owner of such antenna or tower shall remove same within ninety (90) days of receipt of notice from the city. If such antenna or tower is not removed within said ninety (90) days, the city may remove such antenna or tower at the owner's expense.

4.29.2. *Self-supporting communication tower setback, height, and separation.*

A. Self-supporting towers erected in the AG, T, L-I, H-I, or MN zoning district shall be set back a distance equal to one-third ( $\frac{1}{3}$ ) the height of the tower from all adjoining property lines where such lines do not adjoin a residential zoning district and a distance of twice ( $\times 2$ ) the height of the tower from all property lines which adjoin a residential zoning district.

B. Self-supporting towers erected in a nonresidential zoning district, excluding the AG, T, L-I, H-I, or MN zoning districts, except where otherwise stated in section 4.31.2.A. of this chapter, shall be set back a distance equal to the full vertical height of the tower from all adjoining property lines of a nonresidential zoning district and a distance of twice ( $\times 2$ ) the height of the tower from all property lines which adjoin a residential zoning district.

C. Self-supporting towers erected in a residential zoning district shall be set back a distance equal to the full height of the tower from any nonresidential zoning district and a distance of twice ( $\times 2$ ) the height of the tower from all property lines which adjoin a residential zoning district or any residential structure.

D. Self-supporting towers shall be limited to a height of two hundred (200) feet in a AG, T, H-I, or MN zoning district, one hundred fifty (150) feet in a L-I or G-C zoning district, and one hundred twenty (120) feet in a P-D, M-U, P-S, O-C, or P-I zoning district or any residential zoning district.

E. Self-supporting towers shall be separated a distance equal to one-quarter ( $\frac{1}{4}$ ) of a mile. (Excludes such towers erected in the T, H-I or MN zoning district.)

F. For purposes of determining whether the installation of a self-supporting tower complies with setback requirements, the dimensions of the entire lot shall control, even though the tower may be located on leased parcels within such lots.

4.29.3. *Landscaping requirements.* Where adequate existing vegetation is not present, as determined by the city, communication towers located in all zoning districts other than T, H-I or MN shall have the base of the tower and any accessory structures to the tower



screened on all sides with a landscaped area having a minimum width of fifteen (15) feet. Said area shall be included in the setback and shall be planted with trees of an evergreen species capable of achieving a minimum height of twenty (20) feet at maturity so as to provide a visual barrier. Required plantings shall be a minimum of five (5) feet in height at the time of planting and placed outside of any required security fencing and shall be regularly maintained by the property owner(s) to ensure that the above objectives and standards are met.

4.29.4. *Nonconforming structures.* Any communication tower existing on the date of the adoption of this section of this chapter shall be considered a nonconforming structure and shall be required to follow the standards set forth in Article XIX of this chapter.

4.29.5. *Exemptions.*

A. A single tower seventy-five (75) feet in height or less owned and operated by a federally licensed amateur radio station operator shall be exempt from these requirements. However, the owner or operator of such antenna shall be required to comply with all applicable city, state, and federal building codes and with section 4.30 of this chapter.

B. Antenna facilities attached to existing nonresidential structures are exempt from these requirements except that such antennas shall meet or exceed Federal Aviation Administration and Federal Communications Commission standards and shall be limited to ten (10) feet in height above an existing structure in the historic DBD zoning district and twenty (20) feet in height above an existing structure in all other zoning districts. Such nonresidential structures shall include buildings, light poles, water towers, church steeples, and other similar structures. Such antennas shall not be attached to freestanding sign structures. Prior to placement, a building permit shall be obtained. Placement of antennas or other communications equipment on any nonconforming use shall provide no vested right for continued use of the site should the nonconforming use cease.

C. Attachment of additional antennas or transmission equipment to existing permitted communication towers shall be exempt from these requirements so long as the height of said tower is not increased; such equipment meets or exceeds Federal Aviation Administration and Federal Communications Commission standards; and a building permit is obtained prior to such attachment.

D. A monopole communication tower up to ninety (90) feet in height placed on nonresidential zoned sites shall be exempt from these requirements except that such towers shall be set back from all property lines a distance of one-third ( $\frac{1}{3}$ ) the height of the tower except when abutting a residential property whereby the minimum setback distance shall be equal to twice ( $\times 2$ ) the height of the tower. Such towers shall be no closer than one-quarter ( $\frac{1}{4}$ ) mile to any other self-supporting communication tower unless within the H-I or MN zoning district and must obtain a building permit prior to construction.

E. Alternative communication tower structures such as manmade trees, clock towers, bell steeples, flagpoles, light poles, and similar alternative design mounting structures

that camouflage or conceal the presence of antennas or towers shall be exempt from these requirements. Such towers shall obtain a building permit prior to construction.

F. Communication towers constructed on the governing authority's properties, facilities, or structures shall be exempt from these requirements. Private facilities and structures placed upon the governing authority's property shall be governed by a lease agreement between the governing authority and the provider.

4.29.6. *Variations.* Variations from this section may be applied for and granted in the same procedural manner as required by Article XXII of this chapter.

4.29.7. *Appeals.* Appeals regarding the requirements of this section shall follow the procedures as set forth in Article XXII of this chapter.

### 9.7.5 Technology Park Sound Ordinance

In order to ensure that data centers do not contribute to noise pollution within the City, all data centers will be subject to the following standards:

a. Data center operations shall not produce sound that exceeds 65 decibels from 8AM to 6PM, measured at any adjacent property boundary between the data center site and a residential property. Nor shall data center operations produce sound that exceeds 55 decibels from 6PM to 8AM, measured at any adjacent property boundary between the site and residential property.

b. **After** 6 months of the issuance of the Certificate of Occupancy for each shell building, the City may obtain sound studies or require the data center operator to provide a sound study to verify that the operation is in compliance with the requirements of paragraph (a) above. If a data center is found to be in violation of the requirements of paragraph (a) above, the City may issue a notice of violation, which may direct that the data center take appropriate steps to operate within the requirements of paragraph (a) above. **If the data center fails to take steps to resolve the violation of paragraph (a) no later than 30 days of service of the notice of violation, the violator shall be subject to a fine up to one thousand dollars (\$1,000) for each day that the violation exists until full compliance is obtained.**

c. **The data center operator shall continue to bear the costs of any sound test or study required to monitor violations in paragraph (b).**

**\* Red lettering indicates conditions recommended by Planning Commission.**



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	October 19, 2023
<b>SUBCATEGORY:</b>	Zoning
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	Z23-03. Rezoning Application. Applicant: Switch, LTD. Representative: Brandon Bowen, Esq.
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Rezoning of (8) tracts in the Carter Grove Planned Development (P-D) from P-D to T (Technology) District for construction of a data center campus. Planning Commission recommended approval.
<b>LEGAL:</b>	N/A

**ZONING SYNOPSIS**

Petition Number(s): **Z23-03**

**APPLICANT INFORMATION AND PROPERTY DESCRIPTION**

Applicant: **Switch, LTD**

Representative: **Brandon Bowen, esq. Jenkins & Bowen, PC.**

Property Owner: **CARTER GROVE (ATLANTA) ASLI VI**

Property Location: **South of Old Alabama Rd at Bates Rd;**  
Tax ID Nos. C106-0001-001; C106-0001-002;  
C107-0001-015; C119-0001-001; C119-0001-002; C119-0001-003;  
C120-0001-001, and C120-0001-003.

Access to the Property: **Old Alabama Rd west of Bates Rd.**

**Site Characteristics:**

Tract Size: Acres: **1947.65** District: **4<sup>th</sup>** Section: **3<sup>rd</sup>** LL(S): **Multiple**  
Ward: **2** Council Member: **Jayce Stepp**

**LAND USE INFORMATION**

Current Zoning: **P-D (Carter Grove Planned Development)**  
Proposed Zoning: **T (Technology District, Proposed by T23-04)**  
Proposed Use: **Data Center**

Current Zoning of Adjacent Property:

North: **City- R-20 (Single Family Residential), P-D. Uninc. County- A-1, Agricultural**  
South: **A-1. Paulding County- R-2 (Suburban Residential District [UDC])**  
East: **A-1, R-20**  
West: **A-1, P-D**

The Future Development Plan designates the subject property as: **Neo-traditional Neighborhood**

The Future Land Use Map designates the subject property as: **Low and Medium Density Residential**

## ZONING ANALYSIS

### Project Summary:

The applicant, Switch LTD, is proposing the rezoning of approximately 1,946 acres across eight (8) parcels that are undeveloped and currently included in the Carter Grove Community residential planned development (zoning is P-D). Carter Grove was master-planned and approved in 2005 for seven phases containing approximately 3,000 lots. Currently, phase one is approaching full build out of its' 428 lots. Three hundred thirty (330) lots are approved through zoning for Phase 2B along Belmont Dr. If this proposed zoning is approved, the maximum number of lots to be developed in Carter Grove would be capped at 758.

The 1,946 acres is surrounded by residentially zoned or residential use properties within the Cartersville City limits, unincorporated Bartow County, and unincorporated Paulding County. Some lots are undeveloped. Most of the adjacent properties in Paulding County are part of the Senators Ridge subdivision.

The rezoning of the 1,946 acres is a significant shift from the established plan for the properties. Switch is proposing to construct several data storage centers in multiple phases. Full buildout is anticipated to take approx. 20-25 years. Phase 1 is being presented in the zoning application and is located closest to Old Alabama Rd. Future phases would occur west of Phase 1 towards Carter Grove and south to the Paulding County line.

Currently, only one access point is proposed and it is located on Old Alabama Road approximately 700ft. west of Bates Rd. ~~Carter Grove Blvd could be an access point into the development.~~

Areas of concern that are reflected in the public comments to date include:

- Environmental impacts to soils, water, air, historic and archaeological resources;
- Transportation (Traffic);
- Noise and Light Pollution;
- School Impacts;
- Buffers, screening, setbacks from adjacent residential properties; and,
- Building and communication tower height.

Many of these concerns are addressed through zoning regulations, development regulations that incorporate local and state requirements, and local ordinances.

The rezoning process was preceded by the Development of Regional Impacts (DRI) review. The DRI review, though a public review process, is intended for local governments and agencies to review large projects and provide comments that are incorporated into a final report with

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recommendations prepared by the local Regional Commission. The Northwest Georgia Regional Commission prepared the report which is included as an attachment.

**City Department Comments**

**Electric:** Not in Service Area.

**Fibercom:** Takes No Exception. New infrastructure required for development could benefit Fibercom.

**Fire:** No comments received.

**Gas:** Takes no exception.

**Public Works:** No comments received.

**Water and Sewer:** Not in Service Area

**City of Cartersville School District:** N/A.

**Public Comments:** Numerous calls and emails

The majority of the inquiries or comments were made by or were from residents of the Senators Ridge subdivision in Paulding County. Senators Ridge abuts the southern boundary of the Parcels identified for rezoning. See map.

Detailed comments and/ or recommended zoning conditions from Paulding County residents are attached.

The zoning application and text amendment, T23-04, were posted to the city's meeting webpage on Friday, 9/8, at 1:35pm. The zoning text amendment applications were sent via email to those who requested it.

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**Generalized summary of public comments and/ or questions:**

1. What is the process and where does it stand to amend the Future Land Use Plan to accommodate this use?
2. What does the phasing plan look like?
3. Where are the access locations and how many access points will there be?
4. How close to my property will the future phase data centers be constructed?
5. How much noise will a data center generate?
6. What are the power use requirements? Will this cause electrical blackouts in my area?
7. What are the development impacts to the Etowah Valley Historic District?
8. What are the development impacts to the environment- noise, air, water, soil, light pollution?
9. Are there rare or endangered species in the development areas like the Cherokee and Etowah Darters. Will they and their habitat be protected?
10. Strict setbacks, buffers, and screenings need to be implemented, if approved.
11. Strict noise limitations need to be implemented, monitored, and enforced, if approved.
12. Limit the height of communication towers. (100ft height restriction is the common height suggested).



**STANDARDS FOR EXERCISE OF ZONING POWERS.**

- 1. *The existing land uses and zoning of nearby property.*  
**The adjacent properties are zoned and serve as either residential uses or are undeveloped.**
  
- 2. *The suitability of the subject property for the zoned purposes.*  
**The property is suitable for the zoned purposes (residential). Engineering challenges do exist because of steep topography and environmental features, like natural springs and streams, for residential development.**
  
- 3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*  
**The public gain may be significant in terms of:  
 Short term job creation (Construction)  
 Long term job creation (technology manufacturing and installation, maintenance);  
 Minimal or no impacts on school districts; and,  
 Reduced traffic in comparison to residential or commercial development.**

**Concerns about environmental impacts are appropriate, but a full residential buildout of future phases of Carter Grove would likely generate similar impacts.**

**No other plans for acquisition or development have been presented to staff. The long held belief is that the properties would be developed as residential.**

**No hardship to the current property owner has been stated.**

- 4. *Whether the subject property has a reasonable economic use as currently zoned.*  
**The property has a reasonable economic use as currently zoned.**
  
- 5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*  
**The zoning proposal may permit a use that is suitable in view of the use of the adjacent residential use properties if appropriate setbacks, buffers and design standards are used. Without appropriate setbacks, buffers and design standards, the compatibility of the proposed use adjacent to residential uses deserves extensive review.**
  
- 6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*  
**The zoning proposal may have an adverse effect on adjacent residential properties if appropriate setbacks, buffers and design standards are not implemented.**

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**Accessibility to undeveloped landlocked properties will require further discussion between the zoning applicant and property owners.**

**The NRCS may require access to its' Pumpkinvine Creek Flood Control Structures 1 and 2 via the zoning applicants' properties.**

- 7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*

**The zoning proposal does not conform to the current Future Development Map (Neo Traditional Neighborhood), or to the Future Land Use Map (Low to Medium Residential). The zoning proposal is a completely new approach to the use of the property. If the zoning is approved, these maps would have to be revised.**

- 8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*

**No adverse environmental impact is anticipated with development of the site. The data center site designers must comply with all local and state environmental ordinances and laws.**

**There are (2) flood control structures constructed by the Natural Resources Conservation Service (NRCS). One dam each on Parcels C119-0001-001 and C119-0001-003. These were constructed to assist with flood prevention along the Pumpkinvine Creek tributaries. More information is provided in the DRI Report and Recommendations, included.**

- 9. *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 and land use would decrease the burden on streets, transportation, and schools more so than a full residential buildout. Electric utilities would be used extensively.**

**Concerns about electrical demand causing blackouts may need to be addressed with adjacent property owners.**

- 10. *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.*

**Through the DRI review process Paulding County has requested a review of the site plans for future phases as the future phases are planned and/ or developed.**

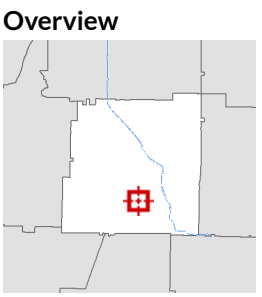
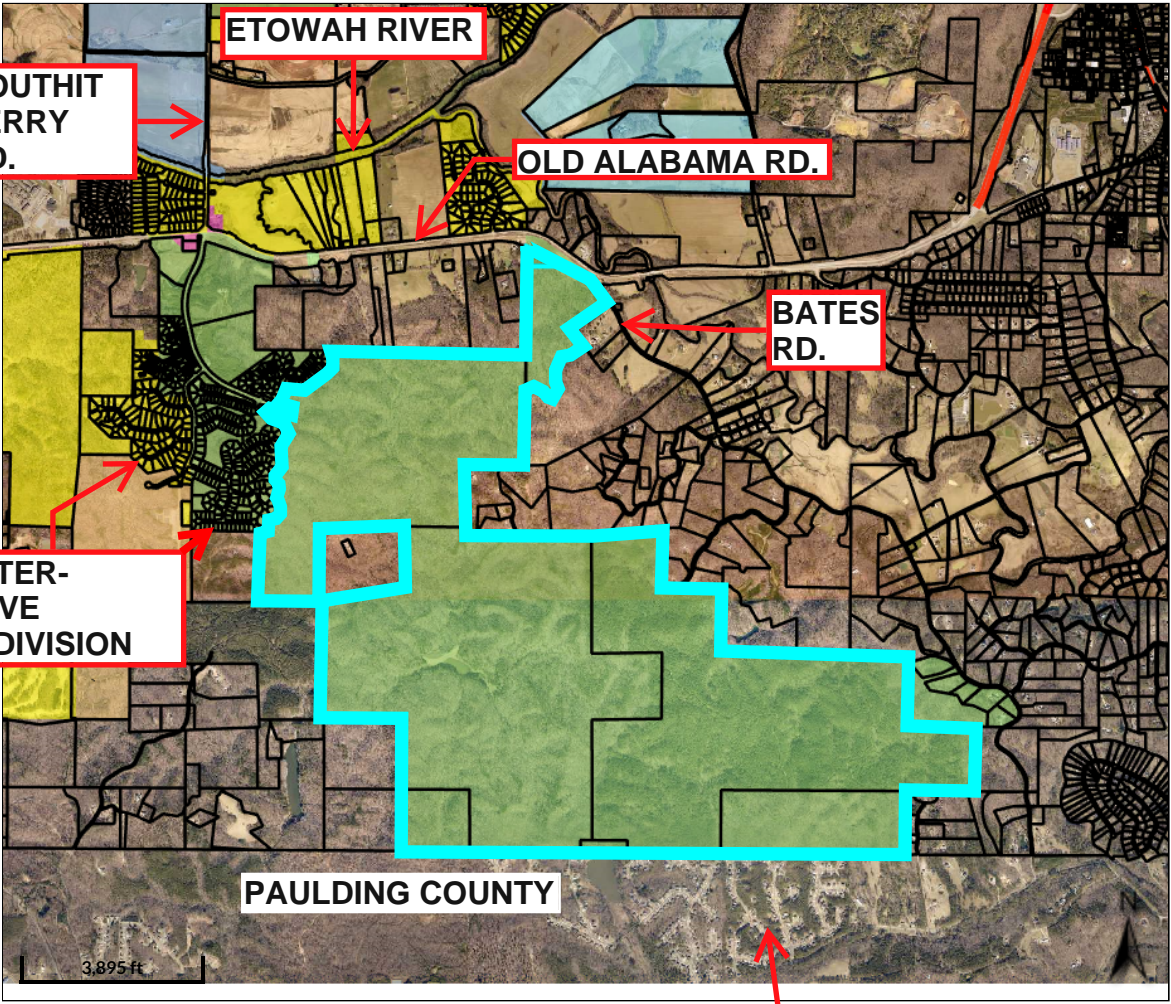
Z23-03

**There are no other identified conditions except for potential conditions suggested in the public hearing process.**

**STAFF RECOMMENDATION:**

Staff does not oppose the rezoning if the following minimum conditions are included with an approval:

1. All minimum zoning development standards for the “T” zoning district are followed per Text Amendment, T23-04.
2. A minimum 100ft. natural landscape buffer for the purposes of visual screening remain in place along all adjacent residential use or zoned properties. The 100ft. buffer may include the building setback.
3. If the minimum 100ft. natural landscape buffer is disturbed, then the buffer is to be planted with landscape material appropriate to re-establish the buffer and visual screen.
4. General access allowed only from Old Alabama Rd.
5. Emergency Services and Construction access only is allowed from Bates Rd.
6. Modify the Carter Grove Development Agreement to reflect a change in use of the future phases as result of a zoning approval;
7. Access to landlocked properties will be negotiated between Switch LTD and affected property owners, as requested by the property owner.
8. Access to the NRCS flood control structures to be negotiated between Switch LTD and the NRCS or their representative, as required.
9. All site plans for future development phases after Phase 1 are to be shared with the Paulding County Community Development office.



- Legend**
- Parcels
  - Roads
  - Cartersville Zoning**
  - AG
  - DBD
  - G-C
  - G-C\*
  - H-I
  - H-I\*
  - L-I
  - L-I\*
  - M-U
  - M-U\*
  - MF-14
  - MF-14\*
  - MN
  - O-C
  - O-C\*
  - P-D
  - P-D\*
  - P-I
  - P-S
  - P-S\*
  - R-10
  - R-10\*
  - R-15
  - R-15\*
  - R-20
  - R-20\*
  - R-7
  - R-7\*
  - R-D
  - RA-12
  - RA-12\*
  - RSL

**DRI Boundary**  **Senators Ridge Subdivision**

**Parcels Included in Boundary:**

- C106-0001-001
- C106-0001-002
- C107-0001-015
- C119-0001-001
- C119-0001-002
- C119-0001-003
- C120-0001-001
- C120-0001-003

Parcel ID	C106-0001-002	Alternate ID	38108	Owner Address	CARTER GROVE (ATLANTA) ASLI VI
Sec/Twp/Rng	n/a	Class	Residential		923 N PENNSYLVANIA AVE
Property Address	OLD ALABAMA RD	Acreage	3.69		WINTER PARK, FL 32789

**District**  
**Brief Tax Description**

Cartersville  
LL959 LD4

(Note: Not to be used on legal documents)

*Meeting: October 19, 2023 Item4.*

Date created: 8/29/2023

Last Data Uploaded: 8/28/2023 9:01:49 PM

Developed by  **Schneider**  
GEO SPATIAL

**Application for Rezoning**  
City of Cartersville

Case Number: 23-03  
Date Received: 8/17/23

**Public Hearing Dates:**

Planning Commission Oct. 10 5:30pm 1<sup>st</sup> City Council Oct. 19 7:00pm 2<sup>nd</sup> City Council Nov. 2 2023 7:00pm

Applicant Switch, Ltd Office Phone \_\_\_\_\_  
(printed name)  
 Address 7135 S. Deatur Blvd Mobile/Other Phone \_\_\_\_\_  
 City Las Vegas State NV Zip 89119 Email \_\_\_\_\_  
 Representative's printed name (if other than applicant) Brandon L. Bowen Phone (Rep) 770/387-1373  
 Email (Rep) bbowen@jbswpc.com  
 Representative Signature \_\_\_\_\_ Applicant Signature \_\_\_\_\_  
 Signed, sealed and delivered in presence of: \_\_\_\_\_ My commission expires: \_\_\_\_\_  
 Notary Public Brianna Ellis

**BRIANNA ELLIS**  
 Notary Public, Georgia  
 Bartow County  
 My Commission Expires  
 April 23, 2027

\* Titleholder Carter-Grove (Atlanta) ASLI VI Phone \_\_\_\_\_  
(titleholder's printed name)  
 Address \_\_\_\_\_ Email \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Signed, sealed, delivered in presence of: \_\_\_\_\_ My commission expires: \_\_\_\_\_  
 Notary Public \_\_\_\_\_

Present Zoning District P-D Requested Zoning T (Technology)  
 Acreage See Ex A Land Lot(s) See Ex A District(s) See Ex A Section(s) See Ex A  
 Location of Property: South of Old Alabama Rd Parcel ID No. See Ex A  
(street address, nearest intersections, etc.)  
 Reason for Rezoning Request: To Allow For Data Center  
 \_\_\_\_\_  
(attach additional statement as necessary)

\* Attach additional notarized signatures as needed on separate application pages.



# Application for Rezoning

City of Cartersville

Case Number: \_\_\_\_\_

Date Received: \_\_\_\_\_

## Public Hearing Dates:

Planning Commission \_\_\_\_\_ 1<sup>st</sup> City Council \_\_\_\_\_ 2<sup>nd</sup> City Council \_\_\_\_\_  
5:30pm 7:00pm 7:00pm

Applicant Switch, Ltd Office Phone \_\_\_\_\_  
(printed name)

Address 7135 S. Deatur Blvd Mobile/ Other Phone \_\_\_\_\_

City Las Vegas State NV Zip 89118 Email \_\_\_\_\_

Brandon L. Bowen Phone (Rep) 770/387-1373  
Representative's printed name (if other than applicant)

[Signature] Email (Rep) bbowen@jbswpc.com

Representative Signature Applicant Signature

Signed, sealed and delivered in presence of: My commission expires:

\_\_\_\_\_  
Notary Public


\* Titleholder Carter-Grove (Atlanta) ASLI VI, L.L.L.P. Phone 407-628-8488  
(titleholder's printed name)

Address 923 N. Pennsylvania Ave, Winter Park, Florida 32789 Email adubill@avantiprop.com

Signature [Signature] as Executive Vice President of Avanti Management Corporation, the sole  
general partner of Avanti Properties Group II, L.L.L.P., the sole general partner of Carter Grove (Atlanta) ASLI VI, L.L.L.P.

Signed, sealed, delivered in presence of: My commission expires: March 21, 2026

Margaret Hill  
Notary Public



Present Zoning District P-D Requested Zoning T (Technology)

Acreage See Ex A Land Lot(s) See Ex A District(s) See Ex A Section(s) See Ex A

Location of Property: South of Old Alabama Rd Parcel ID No. See Ex A  
(street address, nearest intersections, etc.)

Reason for Rezoning Request: To Allow For Data Center

\_\_\_\_\_  
(attach additional statement as necessary)

\* Attach additional notarized signatures as needed on separate application pages.

**CAMPAIGN DISCLOSURE REPORT**  
**FOR ZONING ACTIONS**

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

Date of Application: \_\_\_\_\_

Date Two Years Prior to Application: \_\_\_\_\_


Date Five Years Prior to Application: \_\_\_\_\_

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini	_____	✓
Council Member:		
Ward 1- Kari Hodge	_____	✓
Ward 2- Jayce Stepp	_____	✓
Ward 3- Cary Roth	_____	✓
Ward 4- Calvin Cooley	_____	✓
Ward 5- Gary Fox	_____	✓
Ward 6- Taff Wren	_____	✓
Planning Commission		
Lamar Pendley, Chair	_____	✓
Anissa Cooley	_____	✓
Fritz Dent	_____	✓
Greg Culverhouse	_____	✓
Jeffery Ross	_____	✓
Stephen Smith	_____	✓
Travis Popham	_____	✓

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

\_\_\_\_\_



Signature 8/21/2023  
Date

Andrew J. Dubill

Print Name: Andrew J. Dubill, as Executive Vice President of Avanti

Management Corporation, the sole general partner of Avanti Properties Group II, L.L.L.P., the sole general partner of Carter Grove (Atlanta) ASLI



Exhibit A  
Rezoning Application

<u>Parcel #</u>	<u>Acreage</u>	<u>Land Lots [All in LD 4 S 3]</u>
C106-0001-002	3.69	959
C106-0001-001	64.9	985, 986, 1031
C107-0001-015	430 +/-*	954, 991, 1027, 1028, 1029, 1059, 1060, 1061, 1062, 1099, 1100, 1101, 1102, 1134
	*Does not include portion of this tax parcel at corner of Carter Grove Blvd and Old Alabama Road in LL 991, 997 and 954, being approximately 44 +/- acres.	
C119-0001-001	681	1132, 1131, 1130, 1175, 1174, 1173, 1172, 1205, 1204, 1203, 1202, 1201, 1247, 1246, 1245, 1275, 1274
C120-0001-001	600.12	1129, 1176, 1177, 1200, 1199, 1198, 1197, 1248, 1249, 1250, 1251, 1252, 1253, 1273, 1272
C120-0001-003	120	1271, 1270, 1269
C119-0001-003	5.5	1273
C119-0001-002	40	1276

See also attached ALTA Survey, showing that the entirety of these property is 1945.64 acres, more or less.

**CAMPAIGN DISCLOSURE REPORT**  
**FOR ZONING ACTIONS**

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

Date of Application: 8/17/23

Date Two Years Prior to Application: 8/17/21

Date Five Years Prior to Application: 8/17/18

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini	_____	_____
Council Member:		
Ward 1- Kari Hodge	_____	_____
Ward 2- Jayce Stepp	_____	_____
Ward 3- Cary Roth	_____	_____
Ward 4- Calvin Cooley	_____	_____
Ward 5- Gary Fox	_____	_____
Ward 6- Taff Wren	_____	_____
Planning Commission		
Lamar Pendley, Chair	_____	_____
Anissa Cooley	_____	_____
Fritz Dent	_____	_____
Greg Culverhouse	_____	_____
Jeffery Ross	_____	_____
Stephen Smith	_____	_____
Travis Popham	_____	_____

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

\_\_\_\_\_

B2 8/15/23  
Signature Date

Bauden Bower  
Print Name

**CAMPAIGN DISCLOSURE REPORT**  
**FOR ZONING ACTIONS**

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

Date of Application: 8/17/23

Date Two Years Prior to Application: 8/17/21


Date Five Years Prior to Application: 8/17/18

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini	_____	<input checked="" type="checkbox"/>
Council Member:		
Ward 1- Kari Hodge	_____	<input checked="" type="checkbox"/>
Ward 2- Jayce Stepp	_____	<input checked="" type="checkbox"/>
Ward 3- Cary Roth	_____	<input checked="" type="checkbox"/>
Ward 4- Calvin Cooley	_____	<input checked="" type="checkbox"/>
Ward 5- Gary Fox	_____	<input checked="" type="checkbox"/>
Ward 6- Taff Wren	_____	<input checked="" type="checkbox"/>
Planning Commission		
Lamar Pendley, Chair	_____	<input checked="" type="checkbox"/>
Anissa Cooley	_____	<input checked="" type="checkbox"/>
Fritz Dent	_____	<input checked="" type="checkbox"/>
Greg Culverhouse	_____	<input checked="" type="checkbox"/>
Jeffery Ross	_____	<input checked="" type="checkbox"/>
Stephen Smith	_____	<input checked="" type="checkbox"/>
Travis Popham	_____	<input checked="" type="checkbox"/>

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

\_\_\_\_\_

 \_\_\_\_\_

Signature \_\_\_\_\_ Date 8/15/23

JAY LIEBER \_\_\_\_\_

Print Name \_\_\_\_\_

FRANK E. JENKINS, III  
BRANDON L. BOWEN  
ROBERT L. WALKER  
ERIK J. PIROZZI  
ELLIOT T. NOLL  
C. KIMBERLY PRINE

15 SOUTH PUBLIC SQUARE  
CARTERSVILLE, GEORGIA 30120-3350

TELEPHONE  
(770) 387-1373

FACSIMILE  
(770) 387-2396

www.jbwpc.com

August 17, 2023

Mr. David Hardegee  
City Planner  
City of Cartersville, Georgia

Re: Switch, LTD text amendment and rezoning application  
Letter of Intent

Greetings David,

I am pleased to submit this Letter of Intent in association with the proposed text amendment and rezoning application submitted contemporaneously on behalf of Switch, LTD. Switch is the recognized world leader in data center design, development and operation. We are pleased to propose the development of Switch's newest data center in Cartersville.

The site of the proposed development is the undeveloped back of the Carter Grove Planned Development.<sup>1</sup> I have submitted a current ALTA boundary survey showing the entire boundaries of this property. The current condition of that property is undeveloped and subject to a planned development zoning and development agreement with the City of Cartersville. We propose the termination of the development agreement as to the subject property and rezoning to a new Technology zoning classification, which is addressed in the text amendment application.

If approved, the new Technology district restrictions will allow the development of this property in a way that has far less impact than the current planned development (which contemplates thousands of homes and the traffic that would be associated with it). At the same time, the proposed use does not have the traffic volume of retail operations, or the truck traffic associated with industrial manufacturing and logistics users. It will also bring best in class telecommunications facilities to our community, and resolve the broadband desert that many experience on the south side of Cartersville.

---

<sup>1</sup> Note that this application does not include the approximately 45 +/- acres at the entrance of Carter Grove at the corner of Old Alabama Road and Carter Grove Blvd. Switch has no interest in that property and does not propose any change to its zoning status.

August 17, 2023

Page 2 of 2

Meeting: October 19, 2023 Item4.

I am including a site plan, which shows both the planned phase 1 of the development, as well as future development areas as buildout progresses. We are of course happy to discuss this with you in greater detail at your convenience.

Very truly yours,

JENKINS, BOWEN & WALKER, P.C.



Brandon L. Bowen

Enclosures




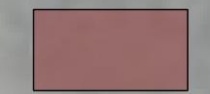
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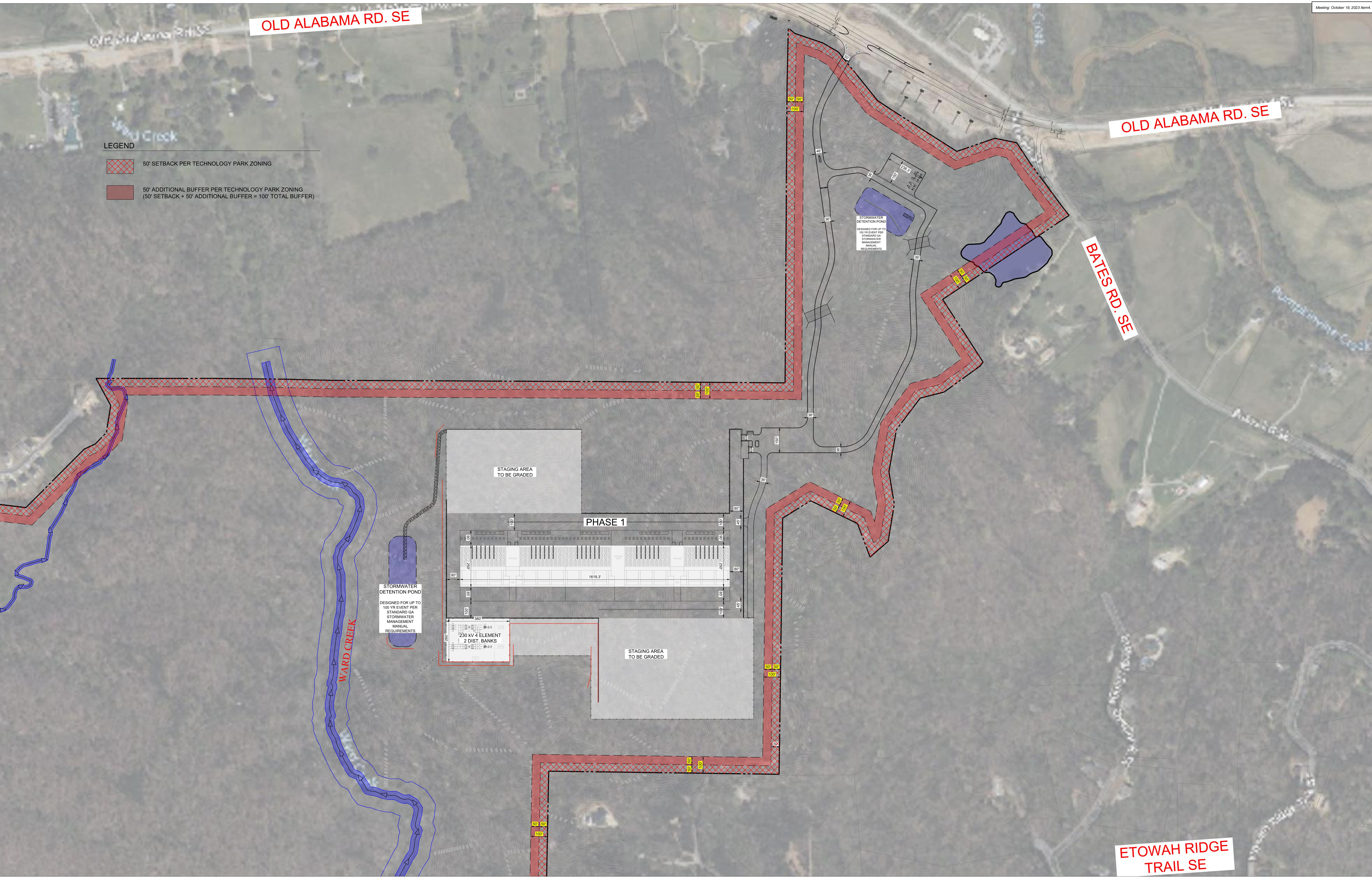
OLD ALABAMA RD. SE

BATES RD. SE

ETOWAH RIDGE TRAIL SE

LEGEND

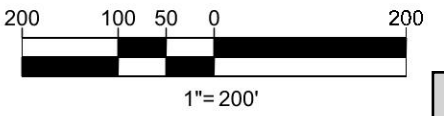
-  50' SETBACK PER TECHNOLOGY PARK ZONING
-  50' ADDITIONAL BUFFER PER TECHNOLOGY PARK ZONING (50' SETBACK + 50' ADDITIONAL BUFFER = 100' TOTAL BUFFER)



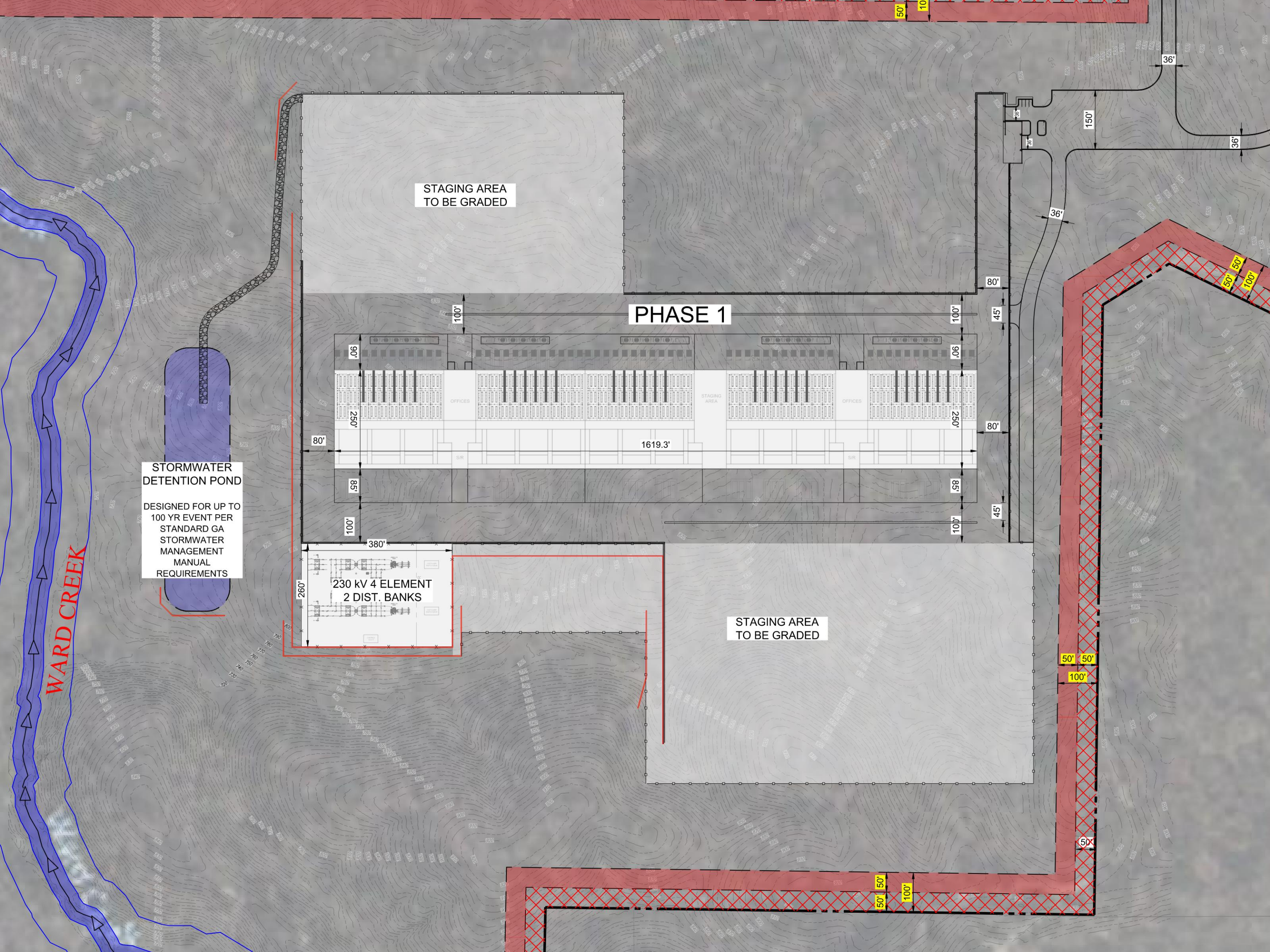
**KEEP 2.0 CAMPUS ATLANTA NORTH - PHASE 1  
DEVELOPMENT PLAN FOR TECHNOLOGY PARK ZONING**

09-21-2023

CARTERSVILLE (BARTOW COUNTY), GA







STAGING AREA TO BE GRADED

PHASE 1

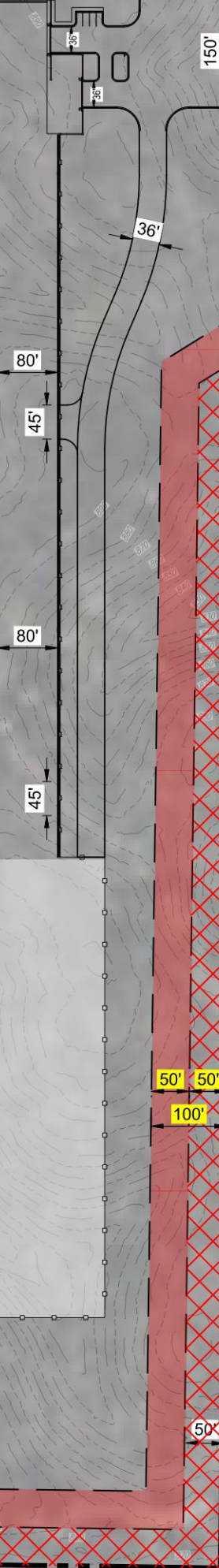
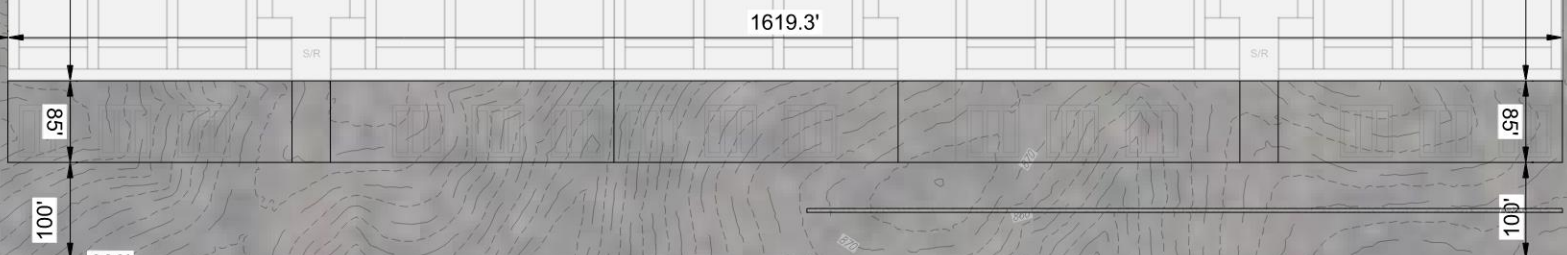
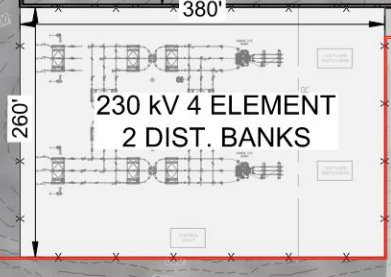
STORMWATER DETENTION POND

DESIGNED FOR UP TO 100 YR EVENT PER STANDARD GA STORMWATER MANAGEMENT MANUAL REQUIREMENTS

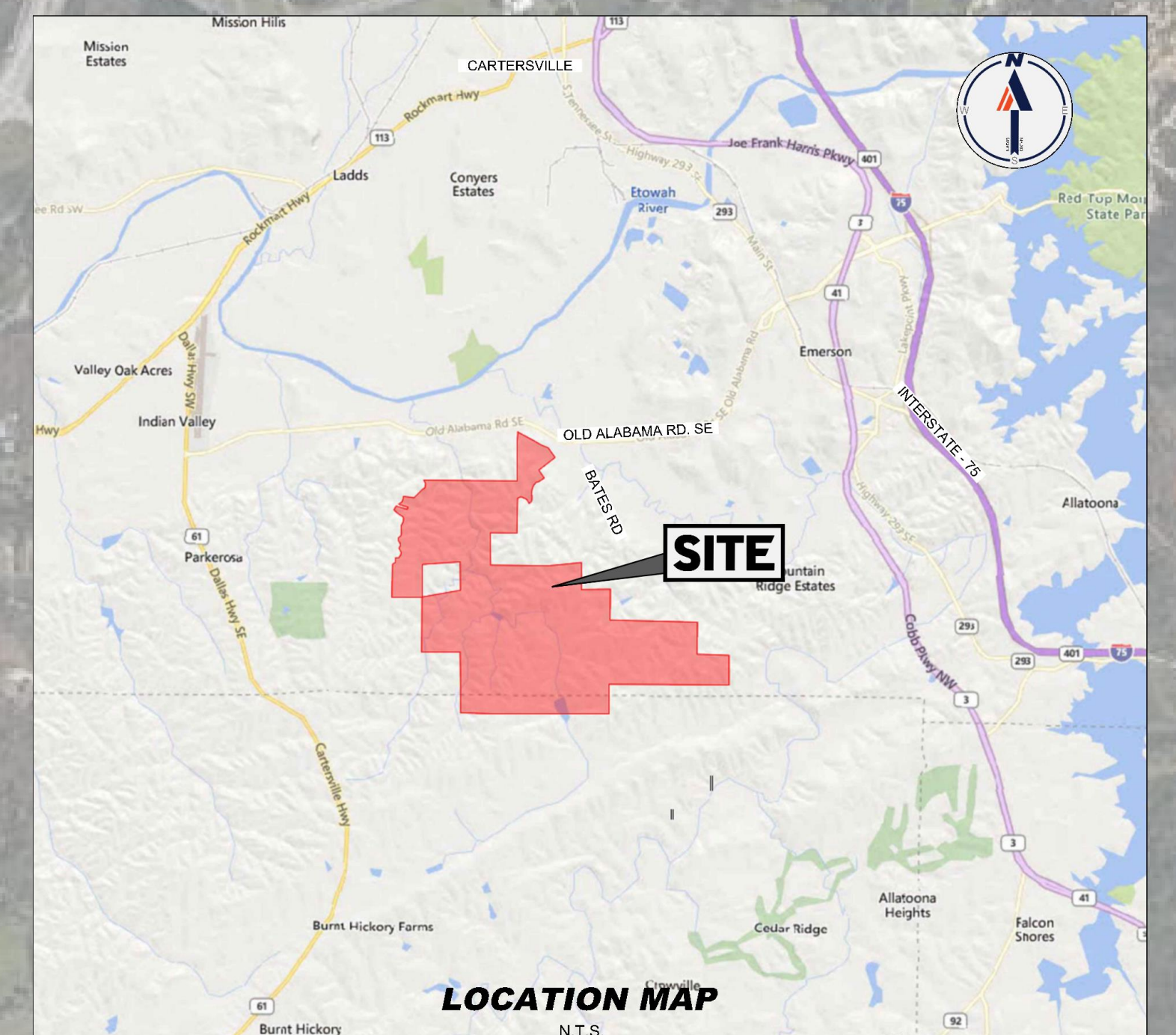
230 kV 4 ELEMENT 2 DIST. BANKS

STAGING AREA TO BE GRADED

WARD CREEK







**LEGEND:**

PHASE 1 DEVELOPMENT ZONE

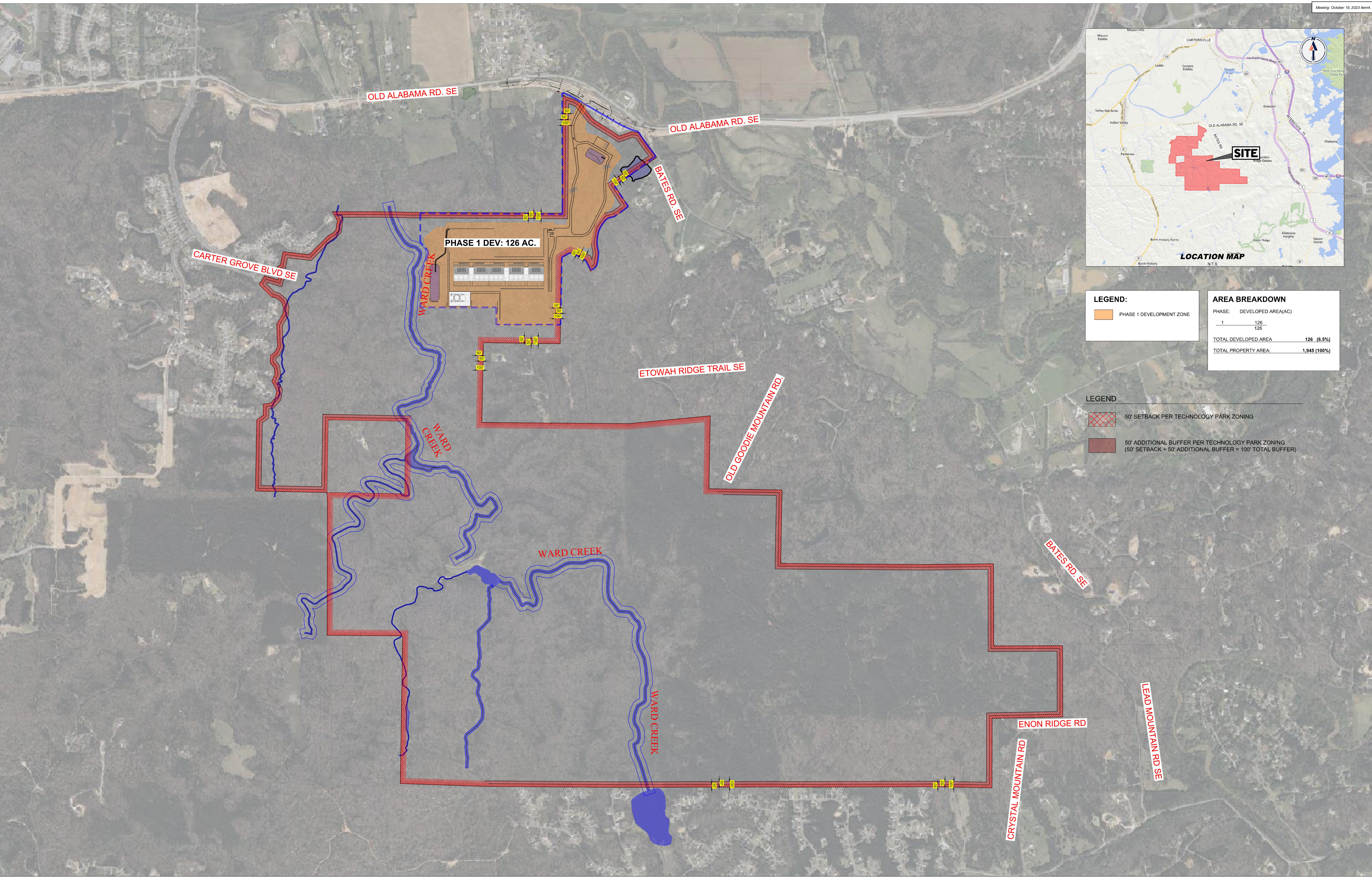
**AREA BREAKDOWN**

PHASE:	DEVELOPED AREA(AC)
1	126
	126
<b>TOTAL DEVELOPED AREA</b>	<b>126 (6.5%)</b>
<b>TOTAL PROPERTY AREA:</b>	<b>1,945 (100%)</b>

**LEGEND**

50' SETBACK PER TECHNOLOGY PARK ZONING

50' ADDITIONAL BUFFER PER TECHNOLOGY PARK ZONING (50' SETBACK + 50' ADDITIONAL BUFFER = 100' TOTAL BUFFER)





To Switch, Ltd, LLC, NCS-1173880-N&LV and First American Title Insurance Company.  
 This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NPS's Land Title Survey, jointly established and adopted by ALTA and NPS, and includes items 1, 2, 3, 4, 6(a), 8, 9, 13 and 18 of Table A thereof. The fieldwork was completed on August 1, 2023.

**DRAFT**

Nathan G. Shepherd  
 Professional Surveyor No. 40033468

ALTA/NPS LAND TITLE SURVEY FOR  
**SWITCH, LTD**  
 P.O. BOX 400050  
 LAS VEGAS, NEVADA 89118  
 ALTA/NPS LAND TITLE SURVEY OF



**UTILITY NOTE**

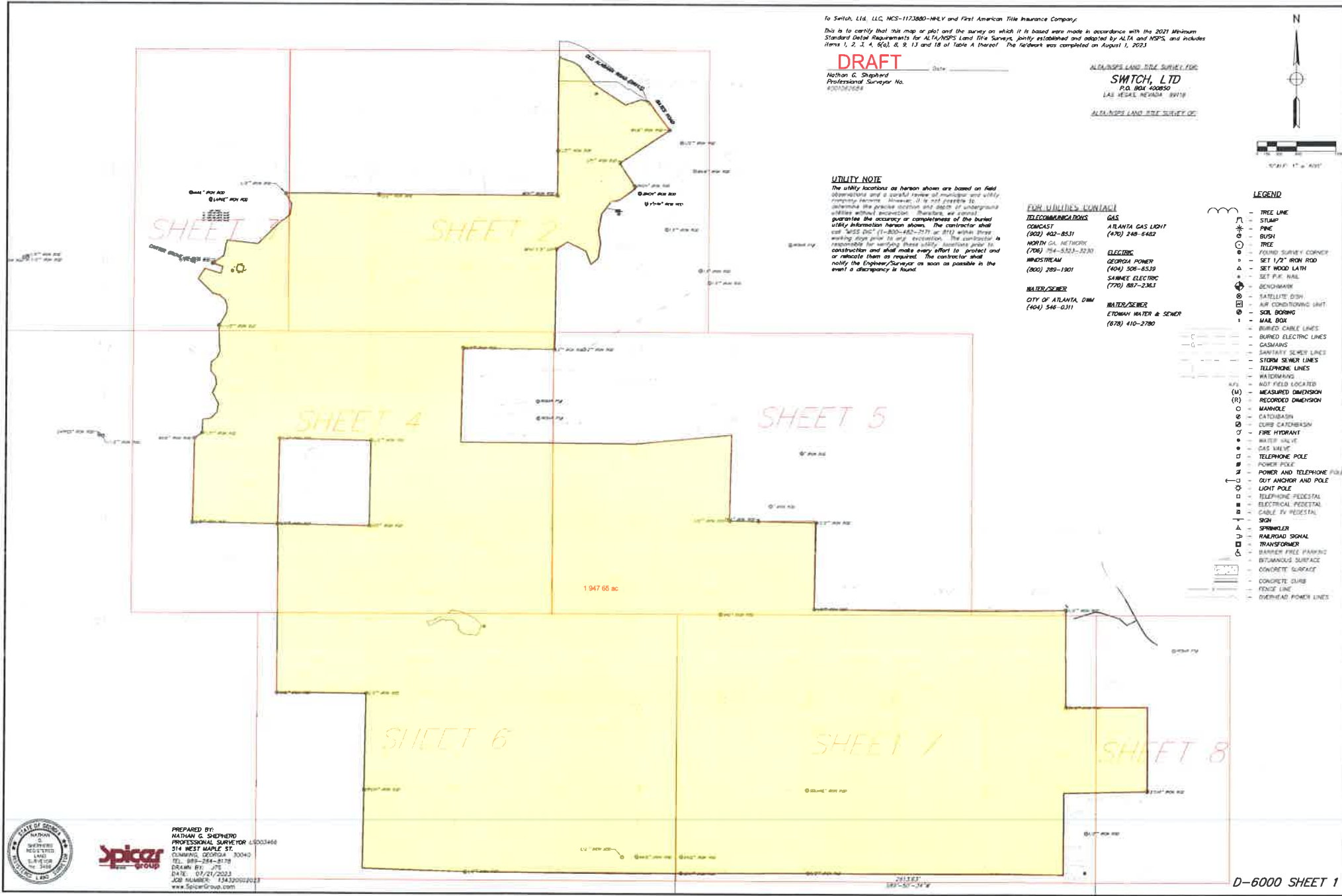
The utility locations as herein shown are based on field observations and a careful review of municipal and utility company records. However, it is not possible to determine the precise location and depth of underground utilities without excavation. Therefore, we cannot guarantee the accuracy or completeness of the buried utility information herein shown. The contractor shall call "MISS DIG" (1-800-482-7471) or 811, within three working days prior to any excavation. The contractor is responsible for verifying these utility locations prior to construction and shall make every effort to protect and/or relocate them as required. The contractor shall notify the Engineer/Surveyor as soon as possible in the event a discrepancy is found.

**FOR UTILITIES CONTACT:**

- |                                       |                                     |
|---------------------------------------|-------------------------------------|
| <b>TELECOMMUNICATIONS</b>             | <b>GAS</b>                          |
| COMCAST (902) 402-8531                | ATLANTA GAS LIGHT (470) 249-6482    |
| NORTH GA. NETWORK (706) 704-5223-3230 | <b>ELECTRIC</b>                     |
| MINISTREAM (800) 289-1901             | GEORGIA POWER (404) 506-8539        |
| <b>WATER/SEWER</b>                    | SAWTEE ELECTRIC (770) 887-2363      |
| CITY OF ATLANTA DWM (404) 546-0311    | <b>WATER/SEWER</b>                  |
|                                       | ETOWAH WATER & SEWER (678) 410-2780 |

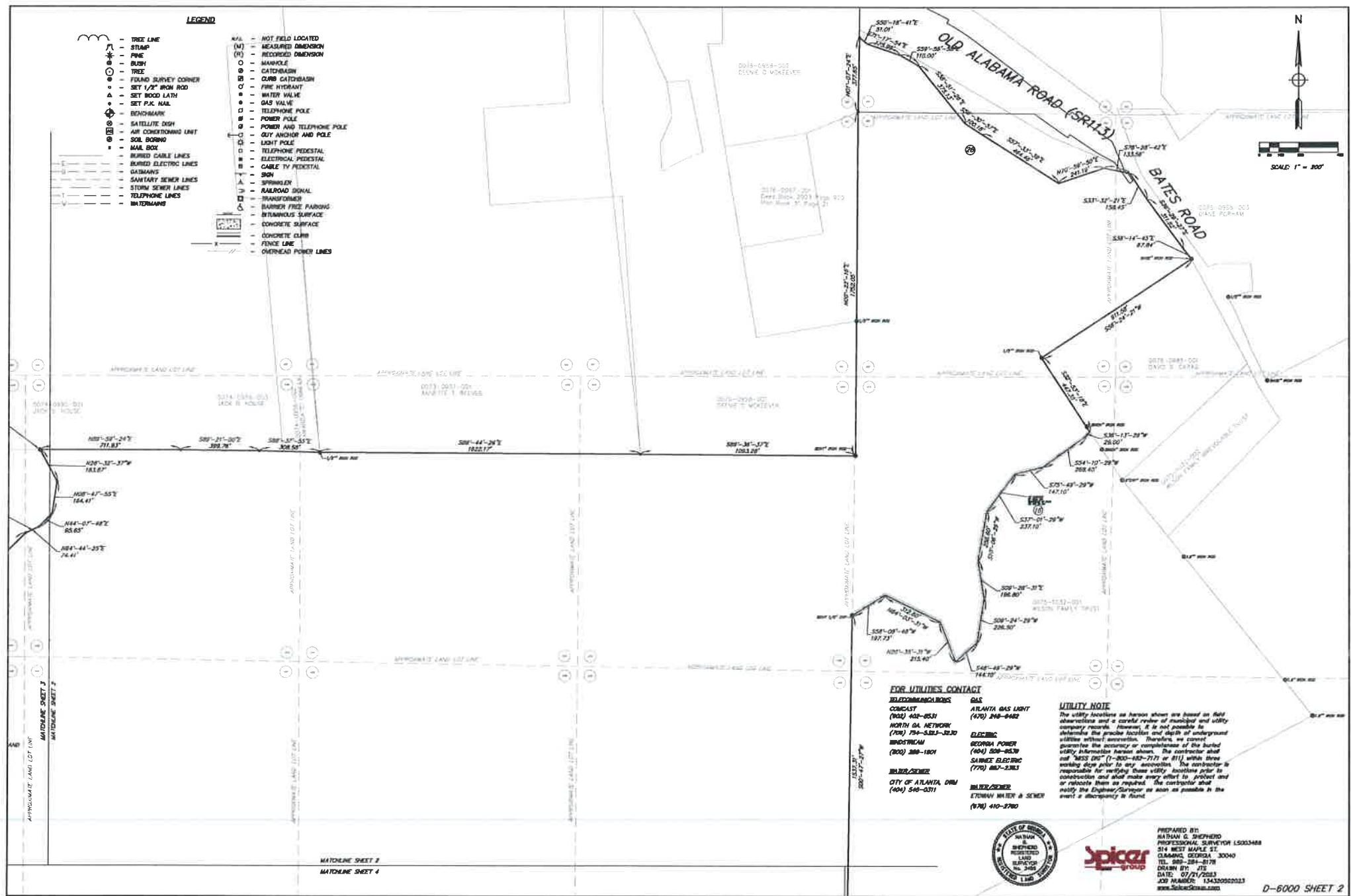
**LEGEND**

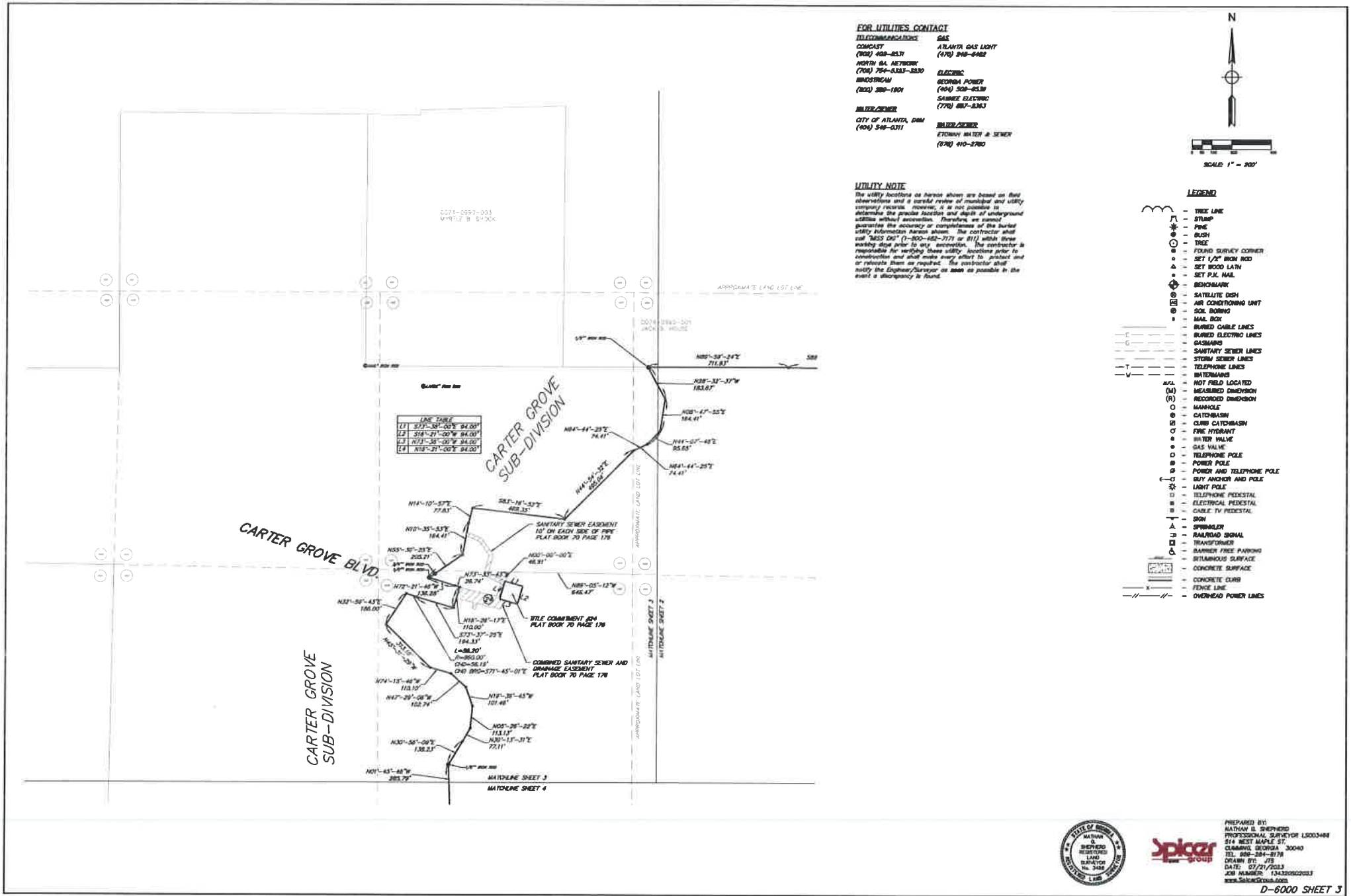
- TREE LINE
- STUMP
- PINE
- BUSH
- TREE
- FOUND SURVEY CORNER
- SET 1/2" IRON ROD
- SET WOOD LATH
- SET P.R. NAIL
- BENCHMARK
- SATELLITE BISH
- AIR CONDITIONING LIGHT
- SOIL BORING
- MAIL BOX
- BURIED CABLE LINES
- BURIED ELECTRIC LINES
- GASMAINS
- SANITARY SEWER LINES
- STORM SEWER LINES
- TELEPHONE LINES
- WATERMANS
- NOT FIELD LOCATED
- (M) — MEASURED DIMENSION
- (R) — RECORDED DIMENSION
- MANHOLE
- CATCHBASIN
- CURB CATCHBASIN
- FIRE HYDRANT
- WATER VALVE
- GAS VALVE
- TELEPHONE POLE
- POWER POLE
- POWER AND TELEPHONE POLE
- GUY ANCHOR AND POLE
- LIGHT POLE
- TELEPHONE PEDESTAL
- ELECTRICAL PEDESTAL
- CABLE TV PEDESTAL
- SIGN
- SPRINKLER
- RAILROAD SIGNAL
- TRANSFORMER
- PARKING FREE PARKING
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- CONCRETE CURB
- FENCE LINE
- OVERHEAD POWER LINES



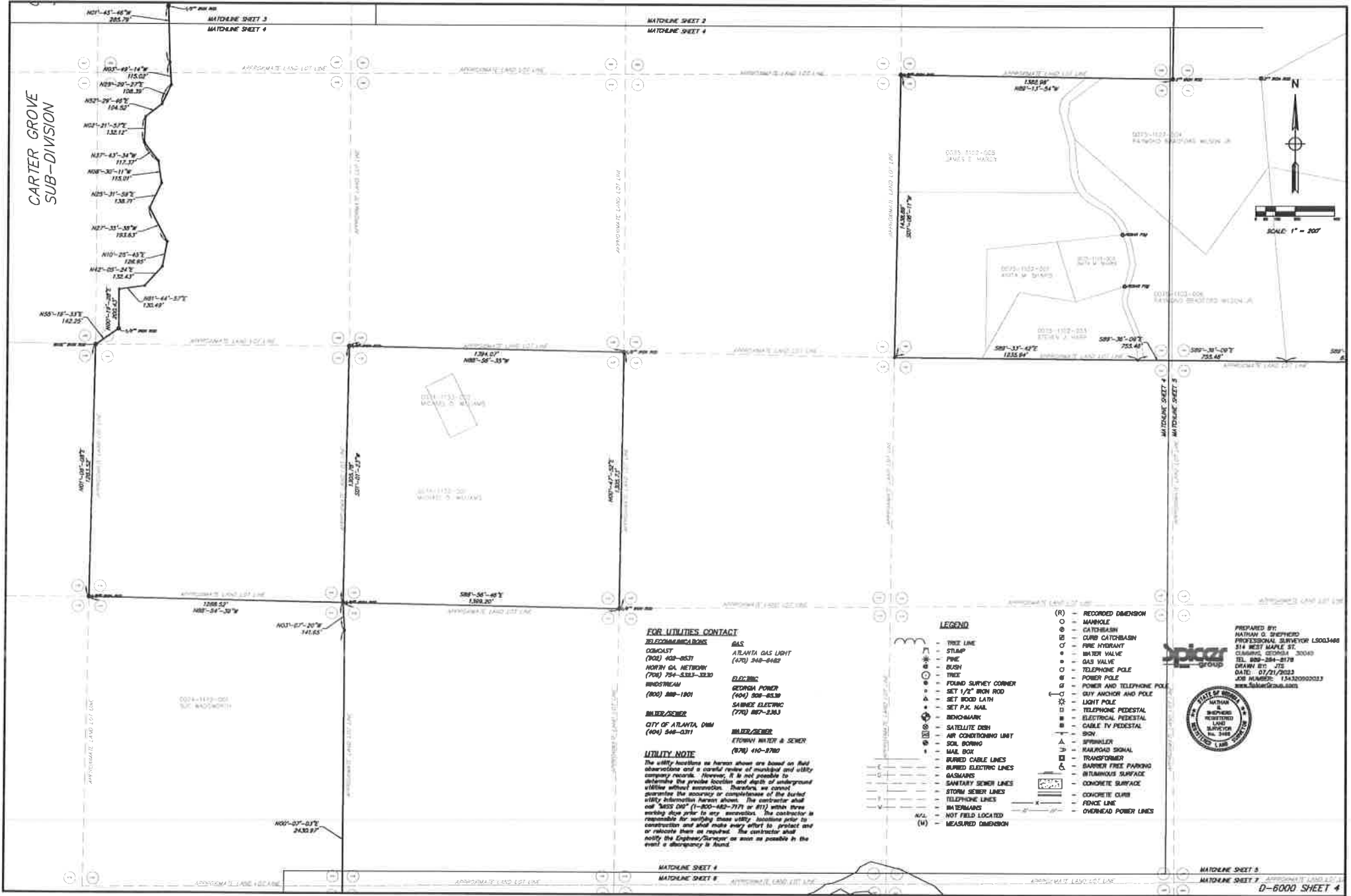
PREPARED BY:  
 NATHAN G. SHEPHERD  
 PROFESSIONAL SURVEYOR L40033468  
 314 WEST MARLE ST.  
 DUNWOODY, GEORGIA 30040  
 TEL: 888-284-8178  
 DRAIN EX: 275  
 DATE: 07/27/2023  
 JOB NUMBER: 13420002023  
 www.SpicerGroup.com

D-6000 SHEET 1





PREPARED BY:  
NATHAN B. SHEPHERD  
PROFESSIONAL SURVEYOR 15003488  
214 WEST MAPLE ST.  
DUMMARS, GEORGIA 30040  
TEL: 888-284-8178  
DRAFTER: JTS  
DATE: 07/21/2023  
JOB NUMBER: 134329262037  
WWW.SHEPHERDGA.COM



**CARTER GROVE  
SUB-DIVISION**

- N01'-45'-46"W 255.79'
- N03'-49'-14"W 115.02'
- N08'-29'-27"E 108.39'
- N02'-29'-49"E 104.50'
- N02'-21'-57"E 132.12'
- N17'-43'-34"W 112.27'
- N08'-30'-11"W 115.01'
- N03'-31'-59"E 138.77'
- N07'-33'-33"W 132.63'
- N10'-25'-43"E 128.85'
- N42'-03'-24"E 132.43'
- N01'-44'-27"E 135.49'
- N05'-18'-37"E 142.25'

**FOR UTILITIES CONTACT**

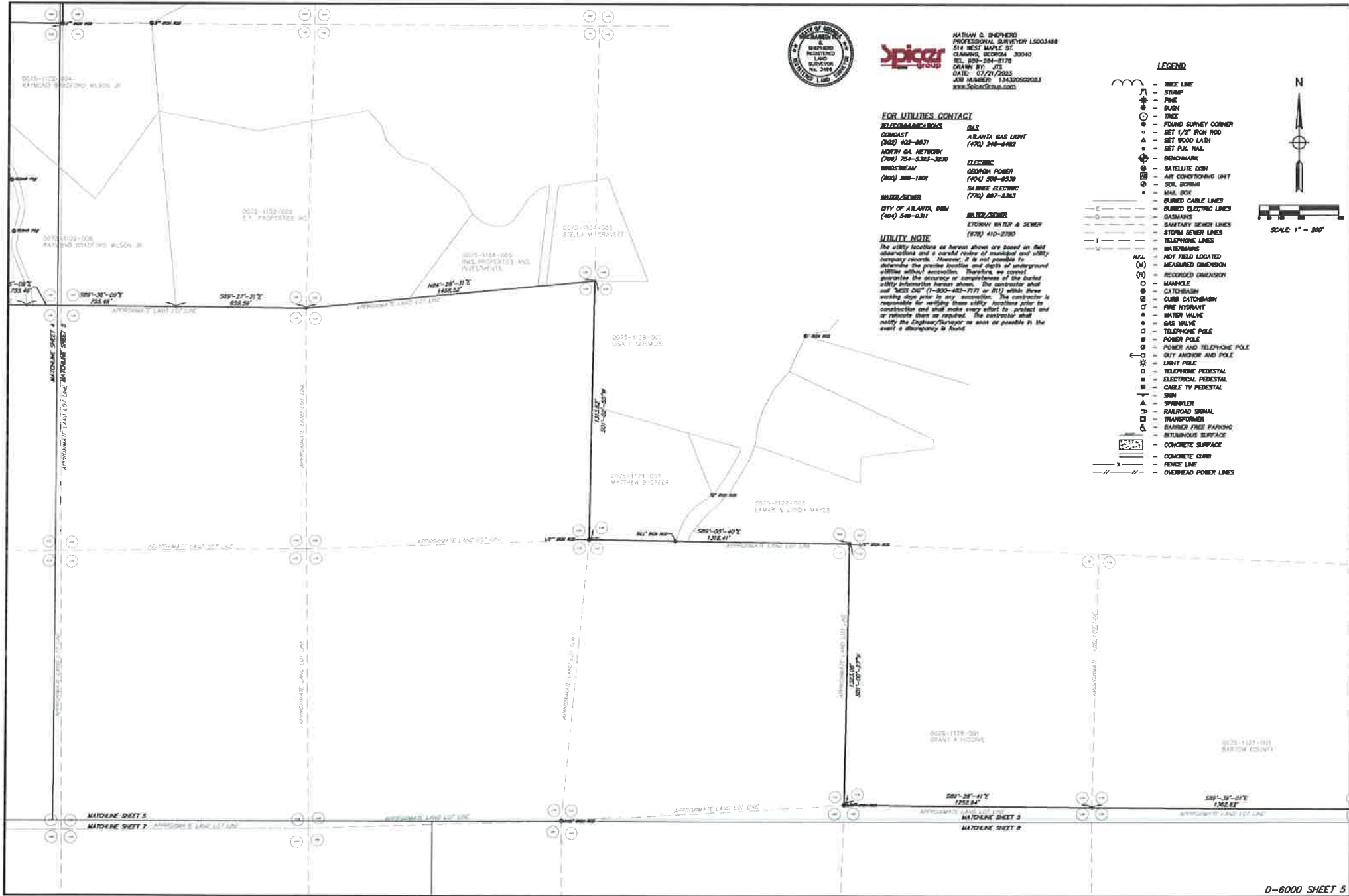
<b>TELECOMMUNICATIONS</b>	<b>GAS</b>
CONCAST	ATLANTA GAS LIGHT
(702) 452-8537	(478) 248-8482
<b>NORTH GA. NETWORK</b>	<b>ELECTRIC</b>
(706) 794-3323-3320	GEORGIA POWER
<b>WINDTOWER</b>	(904) 508-8530
(800) 888-1901	SABINE ELECTRIC
	(770) 867-3363
<b>WATER/SEWER</b>	<b>WATER/SEWER</b>
CITY OF ATLANTA, DIM	ETOWAH WATER & SEWER
(404) 546-0311	(878) 410-8780

**UTILITY NOTE**  
The utility locations as herein shown are based on field observations and a careful review of municipal and utility company records. However, it is not possible to determine the precise location and depth of underground utilities without excavation. Therefore, we cannot guarantee the accuracy or completeness of the buried utility information herein shown. The contractor shall call "811" (1-800-480-7171 or 811) within three working days prior to any excavation. The contractor is responsible for marking these utility locations prior to construction and shall make every effort to protect and relocate them as required. The contractor shall notify the Engineer/Owner as soon as possible in the event a discrepancy is found.

- LEGEND**
- (R) - RECORDED DIMENSION
  - - MANHOLE
  - ⊙ - CATCHBASIN
  - ⊖ - CURB CATCHBASIN
  - ⊕ - FIRE HYDRANT
  - ⊗ - WATER VALVE
  - ⊘ - GAS VALVE
  - - TELEPHONE POLE
  - ⊖ - POWER POLE
  - ⊗ - POWER AND TELEPHONE POLE
  - ⊕ - CITY ANCHOR AND POLE
  - ⊖ - LIGHT POLE
  - ⊗ - TELEPHONE PEDESTAL
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  - ⊙ - CABLE TV PEDESTAL
  - ⊖ - SIGN
  - ⊗ - SPRINKLER
  - ⊘ - RAILROAD SIGNAL
  - ⊙ - TRANSFORMER
  - ⊖ - SHARPER TREE PARKING
  - ⊗ - BITUMINOUS SURFACE
  - ⊘ - CONCRETE SURFACE
  - ⊙ - CONCRETE CURB
  - ⊖ - FENCE LINE
  - ⊗ - OVERHEAD POWER LINES

PREPARED BY:  
NATHAN O. SHEPHERD  
PROFESSIONAL SURVEYOR LICENSE #486  
314 WEST MAIN ST.  
CLARKSBURG, GEORGIA 30043  
TEL. 800-284-8176  
DRAWN BY: JTS  
DATE: 07/21/2023  
JOB NUMBER: 154320002033  
www.falmergroup.com





**Spigars**  
 NATHAN S. SHEPHERD  
 PROFESSIONAL SURVEYOR LICENSE 3480  
 514 WEST MAPLE ST.  
 GAINESVILLE, GEORGIA 30604  
 TEL. 866-284-8178  
 GAINESVILLE, GA  
 DATE: 07/27/2023  
 JOB NUMBER: 134320500023  
 www.Spigars.com

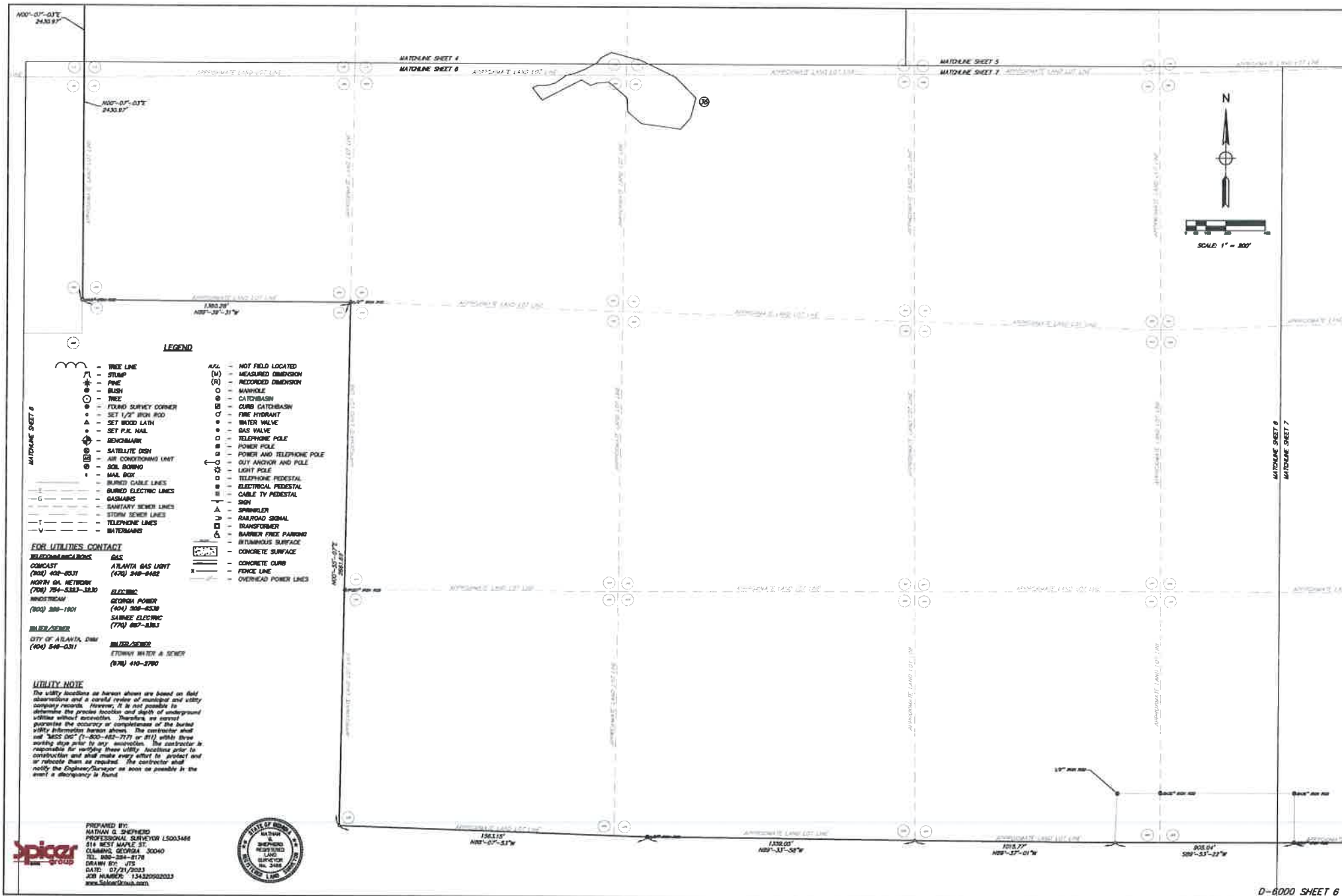
**FOR UTILITIES CONTACT**  
**TELECOMMUNICATIONS**  
 COMCAST (800) 455-8531  
 NORTH GA. NETWORK (770) 754-5353-3330  
 BROADSTREAM (800) 888-1801  
**WATER/SEWER**  
 CITY OF ATLANTA, DWM (404) 546-0311  
 ATLANTA GAS LIGHT (478) 248-8482  
 ELECTRIC GEORGIA POWER (404) 526-8530  
 SABINE ELECTRIC (770) 867-2363  
 BILDERSEMER (678) 410-2380

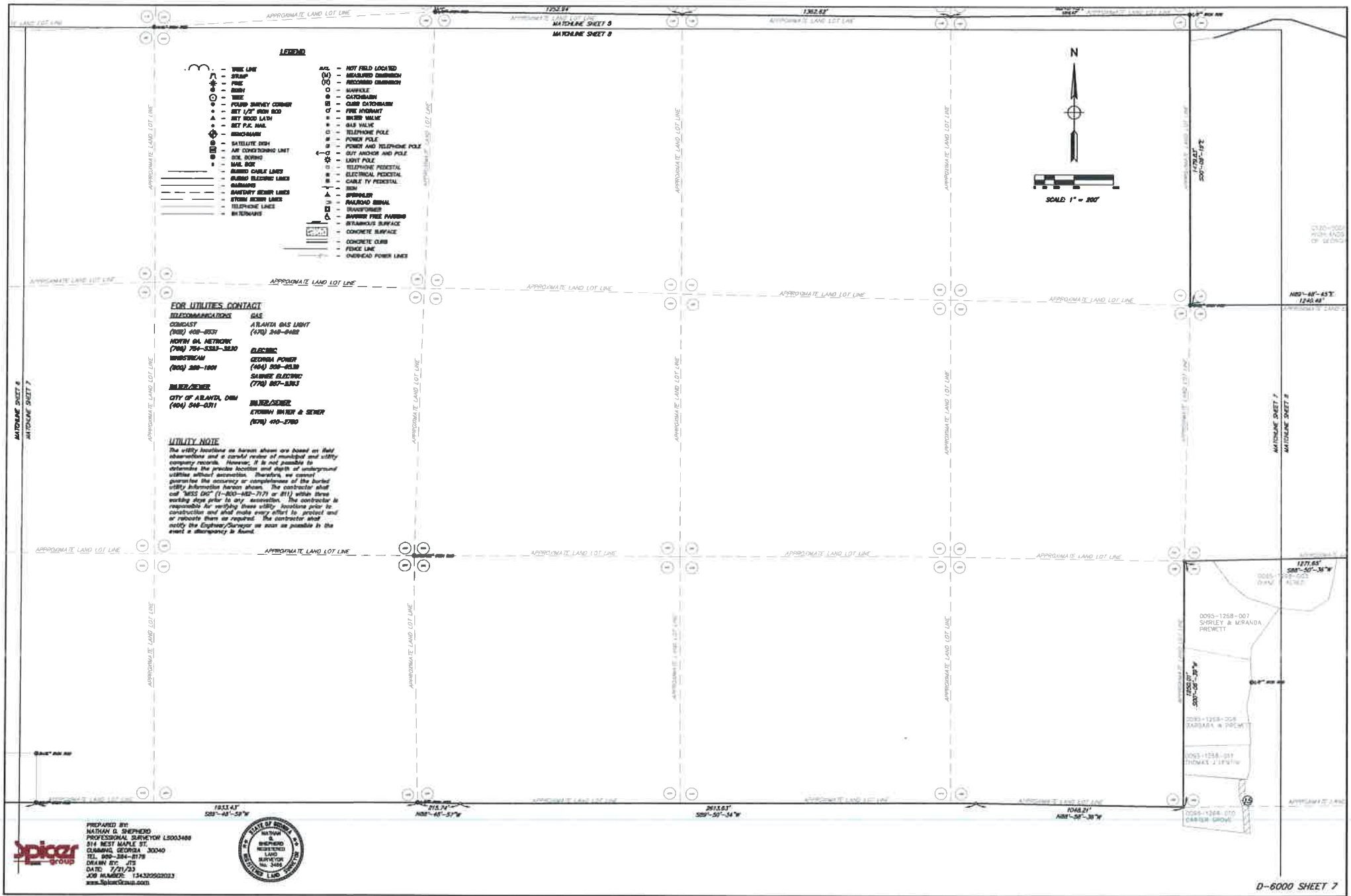
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- LEGEND**
- TREE LINE
  - STUMP
  - PWE
  - BUSH
  - TREE
  - FOUND SURVEY CORNER
  - SET 1/2" IRON ROD
  - SET WOOD LATH
  - SET P.C. NAIL
  - BENCHMARK
  - SATELLITE DISH
  - AIR CONDITIONING UNIT
  - SOIL BORING
  - MARK BOX
  - BURIED CABLE LINES
  - BURIED ELECTRIC LINES
  - GAS MAINS
  - SANITARY SEWER LINES
  - STORM SEWER LINES
  - TELEPHONE LINES
  - WATERMARKS
  - NOT FIELD LOCATED
  - MEASURED DIMENSION
  - RECORDED DIMENSION
  - MANHOLE
  - CATCHBASIN
  - CURB CATCHBASIN
  - FIRE HYDRANT
  - WATER VALVE
  - GAS VALVE
  - TELEPHONE POLE
  - POWER POLE
  - POWER AND TELEPHONE POLE
  - GUY ANCHOR AND POLE
  - LIGHT POLE
  - TELEPHONE PEDESTAL
  - ELECTRICAL PEDESTAL
  - CABLE TV PEDESTAL
  - SIGN
  - SPRINKLER
  - RAILROAD SIGNAL
  - TRANSFORMER
  - BARRIER FREE PARKING
  - BITUMINOUS SURFACE
  - CONCRETE SURFACE
  - CONCRETE CURB
  - FENCE LINE
  - OVERHEAD POWER LINES



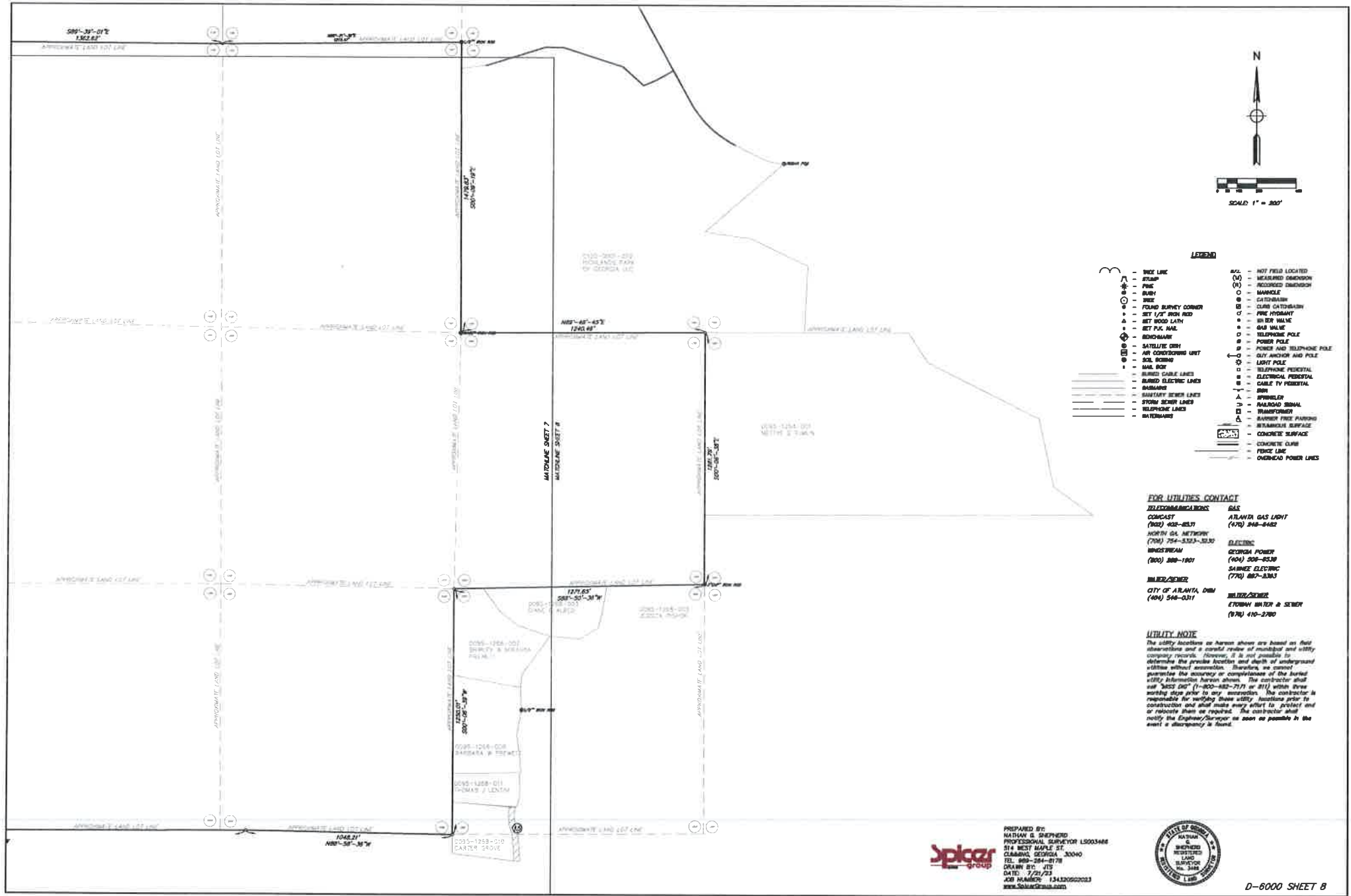






PREPARED BY:  
 NATHAN G. SHEPHERD  
 PROFESSIONAL SURVEYOR LS003488  
 514 WEST MAPLE ST.  
 CLAMM, GEORGIA 30040  
 TEL. 800-384-8778  
 DRAWN BY: JTS  
 DATE: 7/21/23  
 JOB NUMBER: 134320502023  
 www.SpicerGroup.com





- LEGEND**
- WIRE LINE
  - STUMP
  - FENCE
  - BURN
  - TREE
  - FOUND SURVEY CORNER
  - SET 1/2" IRON NAIL
  - ▲ SET WOOD LATIN
  - SET P.V. NAIL
  - BENCHMARK
  - SATELLITE DISH
  - AIR CONDITIONING UNIT
  - SOL. SIGN
  - MAIL BOX
  - BURIED CABLE LINES
  - BURIED ELECTRIC LINES
  - BARRIERS
  - SANITARY SEWER LINES
  - STORM SEWER LINES
  - TELEPHONE LINES
  - WATERWAYS
  - NOT FIELD LOCATED
  - (N) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - MARKER
  - CATCHBASIN
  - CURB GATEWAY
  - FIRE HYDRANT
  - SINKER VALVE
  - GAS VALVE
  - TELEPHONE POLE
  - POWER POLE
  - POWER AND TELEPHONE POLE
  - GUY ANCHOR AND POLE
  - LIGHT POLE
  - TELEPHONE PEDestal
  - ELECTRICAL PEDestal
  - CABLE TV PEDestal
  - SIGN
  - SPURLOCK
  - RAILROAD SIGNAL
  - TRANSFORMER
  - BARRIER FREE PARKING
  - STRANGERS SURFACE
  - CONCRETE SURFACE
  - CONCRETE CURB
  - FENCE LINE
  - OVERHEAD POWER LINES

- FOR UTILITIES CONTACT**
- |   |   |
|---|---|
| <b>TELECOMMUNICATIONS</b>                       | <b>B&amp;E</b>                                    |
| <b>COMCAST</b><br>(800) 452-4531                | <b>ATLANTA GAS LIGHT</b><br>(478) 248-8482        |
| <b>NORTH OIL NETWORK</b><br>(706) 754-5323-3230 | <b>ELECTRIC</b>                                   |
| <b>WINDSTREAM</b><br>(800) 888-1801             | <b>GEORGIA POWER</b><br>(404) 208-8530            |
|   | <b>SAMMET ELECTRIC</b><br>(770) 887-8363          |
| <b>MILLER/SCHER</b>                             |   |
| <b>CITY OF ATLANTA, DWM</b><br>(404) 548-0311   | <b>MILLER/SCHER</b>                               |
|   | <b>ETOWAH WATER &amp; SEWER</b><br>(770) 410-2780 |

**UTILITY NOTE**  
The utility locations on herein shown are based on field observations and a careful review of municipal and utility company records. However, it is not possible to determine the precise location and depth of underground utilities without excavation. Therefore, we cannot guarantee the accuracy or completeness of the buried utility information herein shown. The contractor shall call "811" (1-800-482-7171 or 811) with three working days prior to any excavation. The contractor is responsible for notifying these utility locations prior to construction and shall make every effort to protect and relocate them as required. The contractor shall notify the Engineer/Surveyor as soon as possible in the event a discrepancy is found.

Prepared by:  
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DRAWN BY: JTS  
DATE: 7/27/23  
JOB NUMBER: 13432062023  
www.SolarGroup.com



D-6000 SHEET 8



PARCEL DESCRIPTION (AS FURNISHED PER TITLE COMMITMENT NO. NCS--1173880--HLVLV) PARCEL B: [DEFINED AS TRACT 5]

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 958, 988, 986, 1027, 1028, 1029, 1030, 1031, 1050, 1060, 1061, 1092, 1099, 1100, 1101, 1129, 1130, 1131, 1132, 1134, 1132, 1173, 1174, 1175, 1176, 1177, 1178, 1180, 1181, 1185, 1186, 1187, 1188, 1189, 1200, 1201, 1202, 1203, 1204, 1205, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1284, 1288, 1289, 1271, 1272, 1273, 1274, 1275 AND 1276, 4TH DISTRICT, 3RD SECTION, CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA CONTAINING 2060.489 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL DESCRIPTION (cont.)

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 444.68 FEET AND AN ARC LENGTH OF 263.43 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 33 DEGREES 20 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 259.58 FEET ALONG SAID WEST RIGHT-OF-WAY TO A POINT;

PARCEL DESCRIPTION (cont.)

THENCE NORTH 53 DEGREES 17 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 105.87 FEET ALONG THE EAST LINE OF LOT 1174 OF SAID SECTION D TO A POINT;

SCHEDULE B-2 EXCEPTIONS (cont.)

- 22. Certificate of Dedication and Maintenance Agreement by and between Slave Simpson and Carter Grove Plantation, LLC and the City of Cartersville, Georgia...
23. Restrictive Use Agreement by Slave Simpson, Slave Family, LLC, a Georgia limited liability company and Carter Grove Plantation, LLC...
24. Easements conveyed in Galt-Daim Deed between Mary J. Simpson...
25. Terms and provisions of Restrictive Easement and Operating Agreement by and between Carter Grove Plantation, LLC and Carter Grove Plantation, LLC...
26. Agreement Regarding Future Conveyances by and between Carter Grove Plantation, Inc., a Georgia corporation, and Carter Grove Plantation, Inc., a Georgia corporation...
27. Easements acquired pursuant to Amended Order and Judgment entered in Georgia State Court...
28. Easements acquired pursuant to Amended Order and Judgment entered in Deed No. 15-CV-1129...
29. Terms and provisions of easements reserved, together with easements granted in Warranty Deed from Donald C. Pittman to Leland H. Bogvald...
30. Easement for Construction and Maintenance of Flood-Retarding Structures from C. C. Pittman to Coosa River Soil Conservation District...
31. Terms and provisions of easements reserved, together with easements granted in Warranty Deed from Donald C. Pittman to Leland H. Bogvald...
32. Easement for Construction and Maintenance of Flood-Retarding Structures from C. C. Pittman to Coosa River Soil Conservation District...
33. Exception is taken to any consequences arising from the failure of the Gortee County Tax Assessor to properly assess Tax Map Reference Number 0107-0001-018...
34. Exception is taken to the rights of others in and to the following roads that are located on Parcel B of subject property...
35. Exception is taken to the rights of others in and to a lake located on the north-west portion of Parcel B...
36. Rhetel, Intervenants, and owners of any and all persons or legal entity (collectively, the "Intervenants")...
37. Matters shown on plat recorded in Plat Book 4, Page 101, after record records...
38. Matters shown on plat recorded in Plat Book 57, Page 249, after record records...
39. Matters shown on plat recorded in Plat Book 22, Page 70, after record records...
40. Matters shown on plat recorded in Plat Book 57, Page 249, after record records...
41. Matters shown on plat recorded in Plat Book 82, Page 245, 244, 247, 248, 249 and 250 after record records...
42. Matters as would be disclosed by a current and accurate survey and inspection of the Land.





**PARCEL DESCRIPTION (AS-SURVEYED)**

A Parcel of land situated in 959, 965, 986, 1027, 1028, 1029, 1030, 1031, 1059, 1060, 1061, 1062, 1069, 1100, 1101, 1129, 1130, 1131, 1132, 1134, 1172, 1173, 1174, 1175, 1176, 1177, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1269, 1270, 1271, 1272, 1273, 1274, 1275 and 1276, 4th District, 3rd Section, Bartow County Georgia, Beginning at a set  $\frac{1}{2}$ " Rebar at the intersection of the West line of Land Lot 959 and the Southerly Right-of-Way of Old Alabama Road (SR113); thence S.50°-18'-41"E, along the said Southerly Right-of-Way of Old Alabama Road (SR113), 51.01 feet; thence along the said Southerly Right-of-Way of Old Alabama Road (SR113) the following 7 courses and distances: thence S.71°-17'-54"E, 175.69 feet; thence S.59°-56'-58"E, 110.00 feet; thence S.39°-51'-26"E, 375.13 feet; thence S.56°-30'-57"E, 158.45 feet; thence S.36°-29'-27"E, 311.62 feet; thence N.70°-59'-50"E, 241.19 feet; thence S.78°-29'-42"E, 133.56 feet to the Westery Right-of-Way of Bates Road; thence along the Westery Right-of-Way of Bates Road the following 3 courses and distances: thence S.33°-32'-21"E, 158.45 feet; thence S.36°-29'-27"E, 311.62 feet; thence N.36°-13'-29"W, 29.00 feet; thence S.54°-10'-29"W, 268.40 feet; thence S.75°-49'-29"W, 147.10 feet; thence S.32°-53'-18"E, 447.35 feet to the centerline of road as recorded in Deed Book 634 Page 371 of Bartow County records; thence along said road the following 11 courses and distances: thence N.20°-35'-31"W, 215.40 feet; thence N.64°-03'-31"W, 312.60 feet; thence S.58°-08'-48"W, 197.73 feet to a found  $\frac{1}{2}$ " Rebar; thence S.32°-53'-18"E, 447.35 feet to the centerline of road as recorded in Deed Book 634 Page 371 of Bartow County records; thence S.09°-24'-29"W, 226.50 feet; thence S.48°-49'-29"W, 144.10 feet; thence N.20°-35'-31"W, 215.40 feet; thence N.64°-03'-31"W, 312.60 feet; thence S.58°-08'-48"W, 197.73 feet to a found  $\frac{1}{2}$ " Rebar; thence S.32°-53'-18"E, 447.35 feet to the centerline of road as recorded in Deed Book 634 Page 371 of Bartow County records; thence S.00°-47'-27"W, 1537.31 feet to a found 2" Rod at the Southeast corner of Land Lot 1059; thence along the South line of Land Lot 1059; thence along the South line of Land Lot 1059; thence along the South line of Land Lot 1059; thence S.89°-31'-09"E, 755.46 feet; thence S.89°-27'-21"E, 659.59 feet to the Northeast corner of Land Lot 1130; thence N.84°-28'-31"E, along the North line of Land Lot 1129, 1468.52 feet to the Northeast corner of Land Lot 1129; thence S.01°-02'-55"W, along the East line of said Land Lot 1129, 1313.62 feet to a found  $\frac{1}{2}$ " Rebar at the Southeast corner of said Land Lot 1129; thence S.89°-05'-40"E, along the North line of Land Lot 1177, 1316.41 feet to a found  $\frac{1}{2}$ " Rebar at the Northeast Corner of said Land Lot 1177; thence along the East line of said Land Lot 1177, S.01°-00'-27"W, 1323.08 feet to a found  $\frac{1}{2}$ " Rebar at the Northwest corner of Land Lot 1189; thence S.89°-28'-41"E, along the North line of said Land Lot 1189, 1252.94 feet to the Northwest corner of Land Lot 1189; thence S.89°-39'-01"E, along the North line of Land of said Land Lot 1189, 1362.62 feet to the Northwest corner of Land Lot 1197; thence N.89°-21'-39"E, along the North line of said Land Lot 1197, 1215.47 feet to a found  $\frac{1}{2}$ " Rebar at the Northeast corner of said Land Lot 1197; thence S.00°-09'-19"E, along the East line of said Land Lot 1197, 1479.83 feet to a found  $\frac{1}{2}$ " Rebar at the Northwest corner of Land Lot 1253; thence N.89°-48'-45"E, along the North line of said Land Lot 1253, 1240.46 feet to the Northeast corner of said Land Lot 1253; thence S.00°-06'-38"E, along the East line of said Land Lot 1253, 1281.79 feet to a found  $\frac{1}{2}$ " Rebar at the Southeast corner of said Land Lot 1253; thence S.89°-50'-36"W, along the South line of said Land Lot 1253, 1048.21 feet; thence S.89°-50'-34"W, 2613.63 feet to the Northeast corner of Land Lot 1269; thence S.00°-06'-39"W, along the East line of said Land Lot 1269, 1259.01 feet to the Southeast corner of said Land Lot 1269; thence N.88°-56'-36"W, along the South line of said Land Lot 1269, 1048.21 feet; thence S.89°-50'-34"W, 2613.63 feet; thence N.88°-48'-57"W, 215.74 feet to a found  $\frac{1}{2}$ " Rebar at the Southwest corner of Land Lot 1271; thence S.89°-48'-59"W, 1933.43 feet to a found  $\frac{1}{2}$ " Rebar; thence S.89°-53'-22"W, 905.04 feet; thence N.89°-37'-01"W, 1015.77 feet to the Southwest corner of Land Lot 1274; thence N.89°-33'-53"W, 1359.05 feet to a found  $\frac{1}{2}$ " Rebar; thence N.88°-07'-53"W, 1563.15 feet to the Southwest corner of Land Lot 1276; thence N.00°-55'-07"E, 2661.69 feet to a found  $\frac{1}{2}$ " rebar at the Southeast corner of Land Lot 1205; thence N.89°-39'-31"W, along the South line of said Land Lot 1205, 1360.28 feet to a found  $\frac{1}{2}$ " Rebar at the Southwest corner 1205; thence N.00°-07'-03"E, 2430.97 feet; thence N.03°-07'-20"W, 141.85 feet to a found  $\frac{1}{2}$ " Rebar at the Northwest corner of Land Lot 1100; thence N.88°-56'-35"W, along the South line of said Land Lot 1100, 1394.07 feet to a found  $\frac{1}{2}$ " Rebar at the Northeast corner of said Land Lot 1172; thence N.00°-47'-52"E, along the West line of Land Lot 1132, 1305.73 feet to a found  $\frac{1}{2}$ " Rebar at the Southeast corner of Land Lot 1100; thence N.88°-56'-35"W, along the South line of said Land Lot 1100, 1394.07 feet to a found  $\frac{1}{2}$ " Rebar at the Southwest corner of said Land Lot 1100; thence S.01°-01'-23"W, along the East line of Land Lot 1134, 1305.79 feet to a found  $\frac{1}{2}$ " Rebar at the Southeast corner of Land Lot 1134; thence N.88°-54'-39"W, along the South line of said Land Lot 1134, 1288.52 feet to a found  $\frac{1}{2}$ " Rebar at the Southwest corner of said Land Lot 1134; thence N.01°-06'-08"E, along the West line of said Land Lot 1134, 1283.52 feet to a found  $\frac{1}{2}$ " rebar at the Northwest corner of said Land Lot 1134; thence along the Easterly line of Carter Grove Sub-Division the following 36 courses and distances: thence N.55°-16'-33"E, 142.25 feet to a found  $\frac{1}{2}$ " Rebar; thence N.00°-19'-28"E, 200.43 feet; thence N.81°-44'-57"E, 130.49 feet; thence N.42°-05'-24"E, 132.43 feet; thence N.10°-25'-45"E, 128.95 feet; thence N.27°-35'-38"W, 193.63 feet; thence N.25°-31'-59"E, 138.71 feet; thence N.08°-50'-11"W, 115.01 feet; thence N.37°-43'-34"W, 117.37 feet; thence N.02°-21'-57"E, 132.12 feet; thence N.52°-29'-48"E, 104.52 feet; thence N.25°-29'-27"E, 108.39 feet; thence N.03°-49'-14"W, 115.02 feet; thence N.01°-45'-46"W, 285.79 feet to a found  $\frac{1}{2}$ " Rebar; thence N.30°-56'-09"E, 138.23 feet; thence N.30°-13'-31"E, 77.11 feet; thence N.05°-26'-22"E, 113.13 feet; thence N.19°-39'-45"W, 101.46 feet; thence N.47°-29'-08"W, 102.74 feet; thence N.74°-15'-46"W, 110.10 feet; thence N.45°-31'-29"W, 313.18 feet; thence N.32°-59'-43"E, 185.00 feet; thence along a 56.20 foot curve having a radius of 860.00 feet, having a chord bearing S.71°-45'-01"E, 56.19 feet; thence S.73°-37'-25"E, 194.33 feet; thence N.16°-26'-17"E, 110.00 feet; thence N.73°-33'-43"W, 26.74 feet; thence N.72°-21'-46"W, 136.28 feet to a found  $\frac{1}{2}$ " Rebar; thence N.53°-50'-25"E, 205.21 feet; thence N.10°-35'-53"E, 164.41 feet; thence N.14°-10'-57"E, 77.83 feet; thence S.83°-16'-52"E, 469.35 feet; thence N.44°-54'-32"E, 495.04 feet; thence N.64°-44'-25"E, 74.41 feet; thence N.44°-07'-48"E, 95.65 feet; thence N.08°-47'-55"E, 164.41 feet; thence N.28°-52'-37"W, 183.87 feet to a found  $\frac{1}{2}$ " Rebar; thence leaving said Easterly line of Carter Grove Sub-Division N.89°-59'-24"E, 711.93 feet; thence S.89°-21'-00"E, 399.76 feet; thence S.88°-37'-55"E, 308.58 feet to a found  $\frac{1}{2}$ " Rebar; thence S.89°-44'-26"E, 1622.17 feet; thence S.89°-36'-37"E, 1053.28 feet to a found  $\frac{1}{2}$ " Rebar on the East line of Land Lot 1030; thence N.00°-22'-16"E, 1752.05 feet to the Northwest corner of Land Lot 986; thence N.01°-07'-24"E, 377.65 feet to the Southerly right-of-Way of Old Alabama Road (SR113) and the point of beginning, containing 1945.84 more or less acres of land.

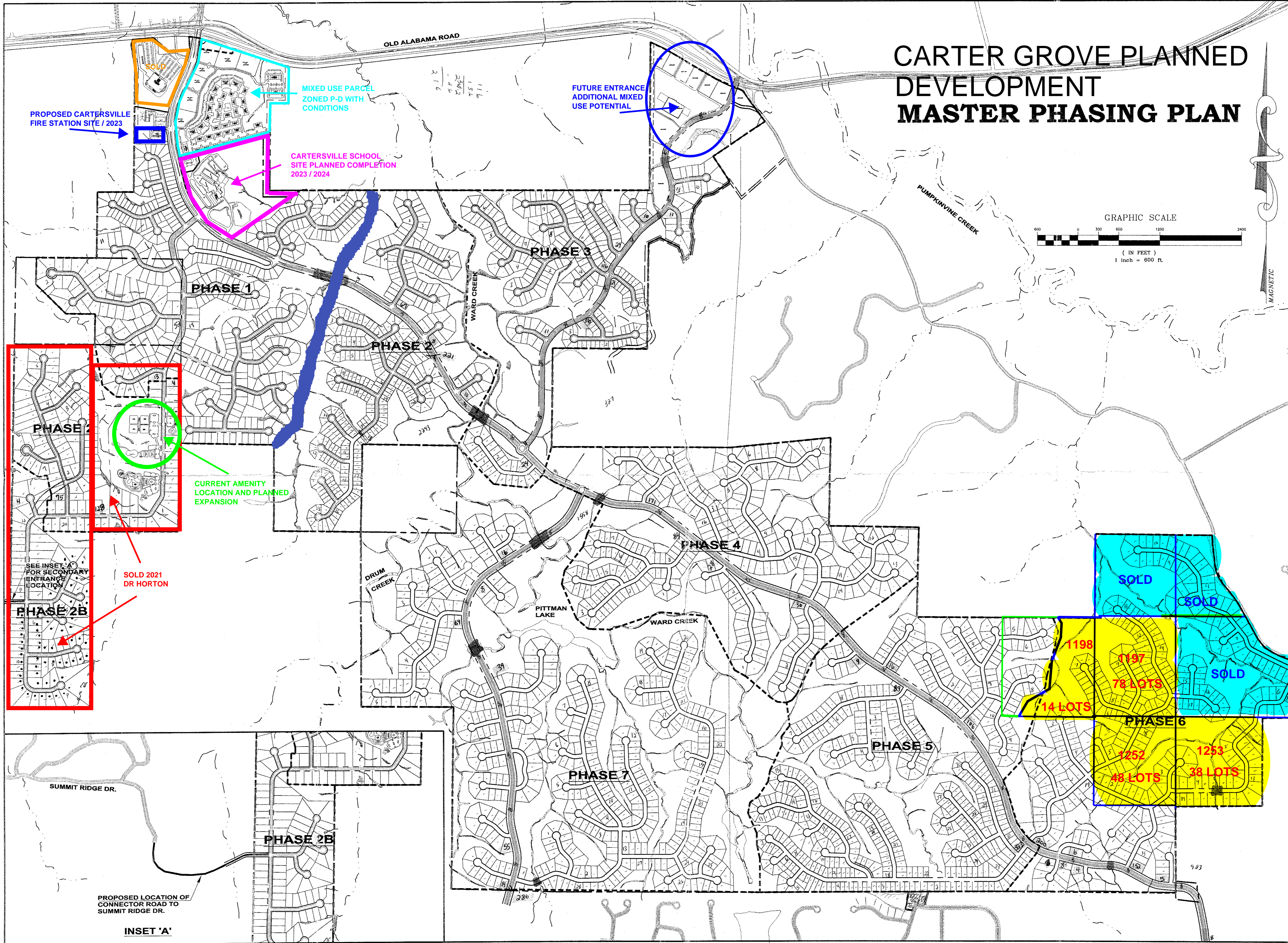
**Excepting the following:**

A Parcel of land situated in Land Lot 1062, 4th District, 3rd Section, Bartow County Georgia, commencing at the Northeast Corner of said Land lot 1062; thence N.89°-05'-12"W, 646.47 feet along the North line of said Land Lot 1062; thence S.00°-00'-00"E, 46.91 feet to the point of beginning; thence S.73°-38'-00"E, 94.00 feet; thence S.16°-21'-00"W, 94.00 feet; thence N.73°-38'-00"W, 94.00 feet; N.16°-21'-00"E, 94.00 feet to the point of beginning, containing 0.20 acre more or less of land.

PREPARED BY:  
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DRAWN BY: JTS  
DATE: 07/21/2023  
JOB NUMBER: 13420020233  
www.SolonGroup.com



# CARTER GROVE PLANNED DEVELOPMENT MASTER PHASING PLAN



REVISIONS

www.perspectiveeng.com  
**PERSPECTIVE ENGINEERING**  
 100 Graystone Power Blvd., Suite 100  
 Dallas, Georgia 30157  
 PH: (678) 587-1203  
 FAX: (678) 587-1203

PROJECT NAME  
 CARTER GROVE PLANTATION  
 PHASING PLAN  
 CITY OF CARTERSVILLE, GEORGIA

CLIENT NAME  
 CARTER GROVE PLANTATION, LLC  
 126 ENTERPRISE PATH, SUITE 208  
 HIRAM, GEORGIA 30141

SEAL

DWG. SHT-2-1-R.dwg  
 DATE 05/30/07  
 JOB NUMBER 2005-253  
 DRAWN BY BAG

SHEET TITLE  
**MASTER PHASING PLAN**

SHEET  
**2.1**



# PUBLIC COMMENTS

**David Hardegree**

---

**From:** Amy Robbins <windowsitter@gmail.com>  
**Sent:** Tuesday, September 12, 2023 6:18 PM  
**To:** David Hardegree; Amy Robbins  
**Subject:** [EXTERNAL] Switch rezoning comments  
**Attachments:** SWITCH REZONE.docx; ATT00001.txt

**\*\*\*CAUTION\*\*\*** : This email originated from outside the City of Cartersville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**Sender: windowsitter@gmail.com**

---

Dear sir, please see the comments as they apply to the Switch rezoning application  
Thank you  
Amy Robbins  
80 Canal Rd  
Dallas, GA 30132  
423-341-3370

Please include our comments for the rezoning and to the NWGPRC for the DRI process submitted by SWITCH or any other entities as to the impact on Senators Ridge and The Capital at Senators Ridge Subdivision Home Owners to be noted collectively as (SR)

Parcel Numbers

C120-0001-003

C120-0001-001

C119-0001-001

We request the following please be considered at minimum to address these community impact concerns.

The proposed re-zoning changes are not compatible in usage to be adjacent to our neighborhood Senators Ridge and The Capital at Senators Ridge. We are opposed to the rezoning of these land lots.

Should this rezoning be approved we request these guidelines be stipulated:

- That a 1,000 ft undisturbed buffer be maintained along the Paulding County line adjacent to any SR residential lot
- Land usage for chemical, biological and environmentally hazardous research labs be excluded entirely
- Maximum allowable 55db outdoors noise level [EPA Identifies Noise Levels Affecting Health and Welfare | About EPA | US EPA, 2000L3LN.PDF \(epa.gov\)](#)
- Levels not to be exceeded during pre- construction, construction, operation or maintenance activities of any entity
- Noise reduction 24 hours a day, to include: use of sound blankets, sound attenuating walls, for each HVAC unit and generators used in construction, operation or maintenance used by any entity. All HVAC and generator equipment to be used in the sound evaluations and are not to be excluded from evaluations.
- Required annual noise study during peak hours of operations for all entities after each phase is completed for the purpose of enforcement of the sound limit of 55db

#### Construction impacts

Blasting limitation to no more than 5 days a week excluding Saturday and Sunday within the hours of 9 -5, school operations to be taken into consideration, seismic monitoring is requested to ensure records are available to the public should damage occur to: homes, walls, pools, pool equipment and surrounds, storm water structures, playgrounds, streets, curbs, sidewalks, play structures, tennis courts and parking lots.

Heightened Erosion control measures are requested, all BMPs to be inspected and maintained in accordance with GSWCC specifications, due to the immediate impacts to the community additional heightened BMP oversight by Georgia EPD to focus on water quality

preservation of the Etowah River, Ward Creek and its impact on Carnes/Collins Lake in SR Subdivision, Pumpkinvine Creek and respective watersheds. That no off-site drainage be allowed, no stormwater discharges be allowed to discharge into the creeks or tributaries (named or un-named) and ravines that run through SR. Controlling entity should collect, store, treat and clean any water prior to discharge, and that outflow should not exceed existing volumes. Our system cannot handle additional flows and we do not want any sort of contaminants coming into SR.

Easement Agreement and O&M Agreement for the dam on Carnes/Collins Lake labeled Pumpkinvine Creek Watershed Structure #1 are to be consider as to the flood levels of the surrounding properties which will be affected by added stormwater volumes.

That stringent enforcement of clearly staked LODs be maintained to ensure that no dumping, construction debris, spoil piles and visual eyesores to the adjacent properties are allowed. That clearing and grubbing take place with construction to help minimize erosion and the impact on BMP maintenance. That a BMP removal plan be implemented and enforced after ground stabilization and unsightly silt fences not be left in place as eyesores to the adjacent homeowners.

Use of water trucks on a regular basis for dust control to thwart fugitive emissions from the project site, music and noise control be implemented to ensure the quality of life for surrounding residents and school activities. A 4' x 4' sign be erected with large legible letters at the construction entrance for the life of the project with the names and contact numbers of the construction permit holders.

Analysis and implementation of additional specialized fire protection throughout all phases of this project, that great care should be taken to protect our surrounding forest. Forest fire in this community could cause a massive loss of life and property destruction of horrible proportions that could easily get out of control. That absolutely no open burning of any kind be allowed at any time to ensure fire safety and the quality of the air for the surrounding homeowners and school complexes in both Paulding and Bartow City/County. This is to include the clearing phase. Future fire protection needs should be addressed for the community.

A Wildlife assessment be completed for trout, bats, turtles and woodpeckers.

References:

[https://epd.georgia.gov/sites/epd.georgia.gov/files/related\\_files/site\\_page/Trout\\_Stream\\_Designations\\_by\\_County\\_March\\_2014.pdf](https://epd.georgia.gov/sites/epd.georgia.gov/files/related_files/site_page/Trout_Stream_Designations_by_County_March_2014.pdf)

[https://www.nwgrc.org/wp-content/uploads/Regional\\_RIR\\_Map.pdf](https://www.nwgrc.org/wp-content/uploads/Regional_RIR_Map.pdf)

<http://rules.sos.ga.gov/GAC/391-4-3>

“The following waters and all streams within the following watersheds, excluding any impoundments thereon unless specifically included, are designated, in the counties listed, trout waters and shall be open for trout fishing throughout the year”

Incompatibility between adjacent uses

No commercial activities, construction or fabrication, any business that will produce nuisance, chemical or airborne discharges be allowed adjacent to the SR neighborhood. That all noise and air pollution consideration for construction and operation of future commercial property be heightened to the listed standards in this document. All dumpsters, delivery areas, and the like be located away from SR. That lighting from commercial properties be designed and shielded so as not to add any light to SR properties. Vegetative screening in addition to high quality fencing should be installed.

Thank you for your kind consideration,

Amy Robbins (for correspondence in this matter: [windowsitter@gmail.com](mailto:windowsitter@gmail.com))

David Duncan

Email dated 9/12/23



**David Hardegree**

---

**From:** Amy Robbins <windowsitter@gmail.com>  
**Sent:** Tuesday, October 10, 2023 12:16 PM  
**To:** David Hardegree  
**Cc:** HOA  
**Subject:** [EXTERNAL] Switch rezoning application -zoning analysis response we

**\*\*\*CAUTION\*\*\*** : This email originated from outside the City of Cartersville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.  
**Sender: windowsitter@gmail.com**

Dear Sir:

Upon review of the Switch rezoning analysis noted below, we request a 1000' undisturbed setback and buffer along the county line parcels adjacent to all residential properties of Senators Ridge and The Capital at Senators Ridge. The proposed 100' is woefully insufficient to protect the residential adjacent zone and nature of our subdivision. No amount of new 5' tall plants or fencing at a mere 100' will maintain or replace the 80' tall existing dense forest protection for noise, light, privacy, stormwater runoff and wildlife. This seems a small concession that could easily be made versus the difficulty of development along this location. We ask that Switch and The City of Cartersville grant this good neighbor concession in the zoning ordinance restrictions.

Thank you  
Amy Robbins  
80 Canal Rd  
Dallas Ga 30132  
422-341-3370

<https://mccmeetings.blob.core.usgovcloudapi.net/cviillega-pubu/MEET-Packet-b58e831ed92648fa9166bfd997eba875.pdf>

**David Hardegree**

**From:** Julianne Meadows <jmeadows@nwgrc.org>  
**Sent:** Thursday, September 7, 2023 11:27 AM  
**To:** Andy  
**Cc:** David Hardegree  
**Subject:** [EXTERNAL] RE: No Data Center

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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**Sender: jmeadows@nwgrc.org**

Dear Sir,

RE: Development of Regional Impact review for DRI 4061 Switch KEEP 2.0 Atlanta North Campus, Cartersville

The DRI review process is designed to be an intergovernmental review process to allow affected parties, which include surrounding local governments, state agencies, and other related agencies, an opportunity to review and comment on the proposed project. Comments received from these agencies are provided to the local government for their use in the local review process. The local review process provides an opportunity for public review and comment on the project. We encourage you to provide these comments at that time, to the local government entity that serves you.

Julianne Meadows  
Director of Regional Planning  
Northwest Georgia Regional Commission  
PO Box 1798  
Rome, GA 30162-1798  
(706) 295-6485  
[www.nwgrc.org](http://www.nwgrc.org)

-----Original Message-----  
From: Andy <jixer6002001@yahoo.com>  
Sent: Wednesday, September 6, 2023 9:02 PM  
To: Julianne Meadows <jmeadows@nwgrc.org>  
Subject: No Data Center

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Hello,

This new center is basically in our back yard. We will NOT tolerate a major industrial complex will stop this from imposing its fire risks, runoff pollution, and general nuisance on us.

I can't believe you're seriously considering putting this monstrosity within a stone's throw from our peaceful home. This will not stand. We will not allow our property values to take a nosedive while you enrich the wealthy plutocrats bankrolling this train wreck. Take your plans elsewhere.

A. Williams  
Paulding county  
Senators Ridge Neighborhood

Sent

From: Desiree <terra\_globes@comcast.net>  
Sent: Monday, September 11, 2023 12:26 AM  
To: David Hardegree; Zack Arnold  
Subject: [EXTERNAL] Switch Concerns

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Sender:terra\_globes@comcast.net

Hello. On behalf of myself and other residents living in Senators Ridge Subdivision, I am requesting the adoption of more stringent policies for the SWITCH project. Our neighborhood backs up directly to this location at the Paulding County line. Therefore, due to its negative impact on nearby residences and schools, I have laid out some specific technology district policies and city ordinances I would like to see enacted if this re-zoning is approved. The stipulations are as follows:

- 1). Increase the buffer of undisturbed land and trees to 300 ft instead of 75 or 100 feet at the property lines where our neighborhood and county line meets.
  
- 2). No buildings or towers within Phase 1 or any future phases to be erected within 1/4 mile or 1,300 feet of the Paulding County line where residential and school zonings meet.

These stipulations are requested to shield neighboring residences and schools from the well documented impact that data centers cause in terms of noise and light pollution, soil erosion, fire hazard / spread, and other concerns as listed below.

- 2). As data center cooling systems run 24/7, and can radiate sound up to 2.5 miles, constant mind disturbing noise is

one of the most concerning issues. As this is a multi phase concept with an expanse of 2,019 acres, adding additional data center buildings will make the noise problem worse. Therefore,

3). Please add an additional ordinance to limit noise from data center cooling systems located within 1 mile of school and residential zonings to a Maximum of 55 decibels both day and night. Determine who is going to follow through with enforcing this.

Noise pollution is a given with data centers as they run 24/7 and emit up to 85 decibels from their huge HVAC systems and other equipment. There is info found online about how the noise cannot be controlled and never stops. Day and night, nearby schools and neighborhoods must contend with this issue as HVAC noise is often exempt from county noise ordinances.

Scientific Study Says Data Center Noise Would Hinder Operations at Bristow, Gainesville Schools  
bristowbeat.com

\*If the City of Cartersville can write an amendment to add a new zoning classification (Technology District)), then an amendment can be written to the noise ordinance to add a limit on decibels for commercial HVAC systems located near residential and school zonings.

4). Restrict the height of buildings to 40 ft and towers to 100 ft. Prohibit these structures from being in view from all vantage points in Senators Ridge. Having these structures in view from anywhere in the neighborhood will likely lower property values and additionally cause light and noise pollution.

5). Follow Dark Sky International's 5 Lighting Principals for Responsible Outdoor Lighting. Limit the amount of shorter wavelength (blue-violet) light to the least amount needed, no higher than necessary, and pointing light beams downward, not toward our neighborhood. <https://darksky.org/resources/guides-and-how-tos/lighting-principles/>

The following list contains additional concerns and reasons I do not approve of this

industry backing up

to Senators Ridge Subdivision:

\* Effects on Ward Creek and Carnes - Collins Lake: Erosion, Pollution. Many homes in Senators Ridge

are located along the Paulding / Bartow line where some of the Switch Data Center parcels back up

to. There are also Senators Ridge properties on Carnes Lake and along Ward Creek that could likely be

affected by any erosion and / or pollution coming down through the creek.

\* Risk of Fire / Explosions: According to data center dynamics.com : "Data center fires continue to

plague the industry, causing huge damage and even the loss of life."

"The main causes of data center fires generally fall into the following categories: electrical failures,

overheating lithium-ion batteries, inadequate maintenance, and human error."

\* Global Switch is listed here in a list of major fires and explosions. With the amount of electricity

load generated with this type of facility, the higher risk makes this type of facility an

inappropriate choice to build next to neighborhoods and schools.

[https://dgtlinfra.com/data-center-](https://dgtlinfra.com/data-center-fires/#:~:text=The%20main%20causes%20of%20data,inadequate%20maintenance%2C%20and%20human%20error.)

[fires/#:~:text=The%20main%20causes%20of%20data,inadequate%20maintenance%2C%20and%20human%20error.](https://dgtlinfra.com/data-center-fires/#:~:text=The%20main%20causes%20of%20data,inadequate%20maintenance%2C%20and%20human%20error.)

The fact that these data centers often have employer hired fire brigades on staff tells you this entity

carries an enormous fire / explosion risk. In addition to possible staff on-hand in case of fire, what is the

expected response time from the local fire department to the building(s) in Phase 1?

To the buildings

later added further back toward the Paulding county line?

\* Increased chance of Power outages here in Senators Ridge as a result of this electricity load?

\* Where are the access roads and parking lots slated to go in? For Phase 1? For future phases?

\* Surrounding Air and Water Quality: Testing? Established Guidelines? Who monitors and governs

them? How often is testing done? Where can we locate the results on an ongoing basis?

\* Cracked Foundations: The land will likely require rock blasting which has been shown in similar areas

with data centers near neighborhoods to cause cracks in home foundations near similar data

centers. This is an unacceptable risk having this multi phase data center at the back door to our

neighborhood.

\* Ward Creek which runs through the entire project site is home to the Etowah Darter which is endangered.  
[https://georgiabiodiversity.org/profile/profile?group=None&es\\_id=19006](https://georgiabiodiversity.org/profile/profile?group=None&es_id=19006)  
Ward Creek / watershed is also a protected trout stream, which again contain the endangered Etowah Darter.

Appendix-A-Etowah-River-Basin-  
Profiles  
PDF Document · 17.4 MB

\* The Etowah Indian Mounds are very close to this area. An archeological survey would need to be done to ensure there are no artifacts in this area.

\* Also, regarding the buffer marked in green dashes on the DRI location map, David Hardegree mentioned that “The buffer is an indicator for regionally important resources and environmental features within one mile of the project.” What does this entail? Senators Ridge falls within the boundaries of this zone.

I strongly oppose this facility sharing a back door with our residential neighborhood and multiple schools. Please do not approve this Re-zoning, especially without additional stipulations as outlined above.

Thank you,  
Desiree Griffiths

**David Hardegree**

---

**From:** Diane Moumousis <dianemoumousis@gmail.com>  
**Sent:** Wednesday, September 13, 2023 10:26 AM  
**To:** David Hardegree  
**Subject:** [EXTERNAL] Resident from Senators Ridge & The Capital @ Senators Ridge subdivision comments for the rezoning and to the NWGPRC for the DRI process submitted by SWITCH or any other entities as to the impact on Senators Ridge and The Capital at Senators ...

**\*\*\*CAUTION\*\*\*** : This email originated from outside the City of Cartersville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.  
**Sender: dianemoumousis@gmail.com**

**To whom it may concern...**

**SUBJECT: Rezoning and to the NWGPRC for the DRI process submitted by SWITCH or any other entities as to the impact on Senators Ridge and The Capital at Senators Ridge Subdivision**

**Kindly asking that you... Please reconsider and select 200+ acres in North Georgia where there is a lot of rural land available not near any neighborhoods or schools. Senator Ridge and The Capitol at Senator Ridge are known for the beautiful trees in the neighborhood, large lots, space between homes and how peaceful and quiet it is in North Paulding county. It is a highly sought after neighborhood because of what it offers to those who call it home.**

**People... Dads, Moms, Teens, little kids. Every decision made by a huge corporation should always place \*People, neighborhoods, and schools\* first. Not the location of a huge industrial building that doesn't belong in what is a natural wooded landscape that took decades for those trees to grow and next to subdivisions and schools. PEOPLE. If the people living in these homes were your family, your daughters, sons, grandchildren, students at a high school a short distance away, would you want this Huge Data Center, that has so many complaints from other subdivisions it is built near, being next door to your house. We see these neighborhoods protesting with their signs and we hear their complaints. That does nothing to make us want to welcome your huge Data Center near our beloved,**



wonderful and peaceful neighborhood. You will ruin it beautiful trees we see all over this area when you bulldoze them down for your big building. Trees or Cement?? We choose Trees and quiet, not lights and noise. There is so much land in North Georgia, I am positive you can locate land just as good, most likely better, than this 200+ acres located near a neighborhood, family's homes and near a high school.

Please reconsider. It isn't always about money, a corporation's earnings... It is about people and the quality of their lives. It is about whether your huge Data Center ruins the value of peoples' homes in the area when they need to sell, and they lose money instead of their home going up in value because of a huge Data Center with noise, lights running 24/7 & 365 days a year. If something built in the area causes a house, homes in a neighborhood to drop in value, that can be disastrous for middle class families who live paycheck to paycheck. People count on a house increasing in value, not having something built nearby that can decrease its value. Please take a step back and realize your data center could have a huge effect on those who live in this area, financially, physically and mentally. Noise and lights can affect those with migraines, mental, emotional and medical issues. Your data center next to local subdivisions could cause considerable harm mentally, medically and financially. This Data could have a huge effect and once it is built, \*I'm Sorry\* is not the correct answer. Other land was available not near subdivisions, schools - where local residents live, work, and young people go to school. Better choices are available to build on in North Georgia where there is a lot of land available. People come before money. I know you can make it work. You are a HUGE CORPORATION!

All I ask is before you proceed with a huge Data Center next to our beautiful, quiet, peaceful, fabulous neighborhood, Paulding High School and other neighborhoods, would you please take a look at 200+ acres in North Georgia away from any subdivision/neighborhood or school so it will not cause any distress or issues - financially, medically or emotionally for the people whose lives are wonderful and blissful at this time. Nobody wants something to ruin a beautiful, peaceful, community they live in. Please take a step back and seek property farther north of Cartersville... I assure you there is a lot of land available in North Georgia. Making this choice to go North and build... you will make neighborhoods very happy you moved your Data Center elsewhere.

Thank you for your time and considering other options much appreciated.

Diane Moumousis  
116 Georgetown Drive  
Dallas, GA 30132  
The Capital at Senators Ridge

**FYI: I bought in The Capital July 2022. Why? Because both of my daughters live in The Capital. One daughter and her husband since 2008 when they were married and the youngest daughter since 2011 when she moved from Oklahoma back to Georgia and bought in the same subdivision as her sister because she loved it. I, the Mom, bought in July 2022 because a house went on the market 2 blocks from my youngest daughter and 1 minute by car from my oldest daughter. It was a Ranch over an unfinished basement. Exactly what I wanted. My daughters had been trying to get me to move since our beloved Husband/Dad went to Heaven 3 1/2 years earlier. When there was no hope of survival, God gave him grace and mercy and called him home. All three of us now live in the Capital. I moved here from a small mountain town in North Carolina that I absolutely loved. But... I am happier here having my daughters close by. And we all love this neighborhood. After hearing about SWITCH being built next to our subdivision, I pray house values do not go down. In 2022 it was a bidding war to buy a house and my house \$30,000 over asking. I knew it would as everything did in highly sought after Senators Ridge and The Capital at Senators Ridge. Being a widow, retiring from Delta Airlines after 42 years because of Covid and purchasing a home, I pray home values do not go down. I need this house to increase in value with time passing, not decrease because of buildings built around it. Very concerned.**

\*\*\*\*\*  
\*\*\*\*\*

**Please include our comments for the rezoning and to the NWGPRC for the DRI process submitted by SWITCH or any other entities as to the impact on Senators Ridge and The Capital at Senators Ridge Subdivision Home Owners to be noted collectively as (SR)**

**Parcel Numbers C120-0001-003 C120-0001-001 C119-0001-001 We request the following please be considered at minimum to address these community impact concerns. The proposed re-zoning changes are not compatible in usage to be adjacent to our neighborhood Senators Ridge and The Capital at Senators Ridge. We are opposed to the rezoning of these land lots. Should this rezoning be approved we request these guidelines be stipulated:**

- That a 1,000 ft undisturbed buffer be maintained along the Paulding County line adjacent to any SR residential lot**
- Land usage for chemical, biological and environmentally hazardous research labs be excluded entirely**
- Maximum allowable 55db outdoors noise level EPA Identifies Noise Levels Affecting Health and Welfare | About EPA | US EPA, 2000L3LN.PDF ([epa.gov](https://www.epa.gov/2000l3ln))**
- Levels not to be exceeded during pre- construction, construction, operation or maintenance activities of any entity**
- Noise reduction 24 hours a day, to include: use of sound blankets, sound attenuating walls, for each HVAC unit and generators used in construction, operation or maintenance used by any entity. All HVAC and generator equipment to be used in the sound evaluations and are not to be excluded from evaluations.**
- Required annual noise study during peak hours of operations for all entities after each phase is completed for the purpose of enforcement of the sound limit of 55db Construction impacts Blasting limitation to no more than 5 days a week excluding Saturday and Sunday within the hours of 9 -5, school operations to be taken into consideration, seismic monitoring is requested to ensure records are available to the public should damage occur to: homes, walls, pools, pool equipment and surrounds, storm water structures, playgrounds, streets, curbs, sidewalks, play structures, tennis courts and parking lots. Heightened Erosion control measures are requested, all BMPs to be inspected and maintained in accordance with GSWCC specifications, due to the immediate impacts to the community additional heightened BMP oversight by Georgia EPD to focus on water quality preservation of the Etowah River, Ward Creek and its impact on Carnes/Collins Lake in SR Subdivision, Pumpkinvine Creek and respective watersheds. That no off-site drainage be allowed, no stormwater discharges be allowed to discharge into the creeks or tributaries (named or un-named) and ravines that run through SR. Controlling entity should collect, store, treat and clean any water prior to discharge, and that outflow should not exceed existing volumes. Our system cannot handle additional flows and we do not want any sort of contaminants coming into SR. Easement Agreement and O&M Agreement for the dam on Carnes/Collins Lake labeled Pumpkinvine Creek Watershed Structure #1 are to be consider as to the flood levels of the surrounding properties which will be affected by added stormwater volumes. That stringent enforcement of clearly staked LODs be maintained to ensure that no dumping, construction debris, spoil piles and visual eyesores to the adjacent properties are allowed. That clearing and grubbing take place with construction to help minimize erosion and the impact on BMP maintenance. That a BMP removal plan be**

implemented and enforced after ground stabilization and unsightly left in place as eyesores to the adjacent homeowners. Use of water trucks on a regular basis for dust control to thwart fugitive emissions from the project site, music and noise control be implemented to ensure the quality of life for surrounding residents and school activities. A 4' x 4' sign be erected with large legible letters at the construction entrance for the life of the project with the names and contact numbers of the construction permit holders. Analysis and implementation of additional specialized fire protection throughout all phases of this project, that great care should be taken to protect our surrounding forest. Forest fire in this community could cause a massive loss of life and property destruction of horrible proportions that could easily get out of control. That absolutely no open burning of any kind be allowed at any time to ensure fire safety and the quality of the air for the surrounding homeowners and school complexes in both Paulding and Bartow City/County. This is to include the clearing phase. Future fire protection needs should be addressed for the community. A Wildlife assessment be completed for trout, bats, turtles and woodpeckers. References: [https://epd.georgia.gov/sites/epd.georgia.gov/files/related\\_files/site\\_page/Trout Stream Designations by County March 2014.pdf](https://epd.georgia.gov/sites/epd.georgia.gov/files/related_files/site_page/Trout_Stream_Designations_by_County_March_2014.pdf) [https://www.nwgrc.org/wp-content/uploads/Regional RIR Map.pdf](https://www.nwgrc.org/wp-content/uploads/Regional_RIR_Map.pdf) <http://rules.sos.ga.gov/GAC/391-4-3>

“The following waters and all streams within the following watersheds, excluding any impoundments thereon unless specifically included, are designated, in the counties listed, trout waters and shall be open for trout fishing throughout the year”  
Incompatibility between adjacent uses No commercial activities, construction or fabrication, any business that will produce nuisance, chemical or airborne discharges be allowed adjacent to the SR neighborhood. That all noise and air pollution consideration for construction and operation of future commercial property be heightened to the listed standards in this All dumpsters, delivery areas, and the like be located away from SR. That lighting from commercial properties be designed and shielded so as not to add any light to SR properties. Vegetative screening in addition to high quality fencing should be installed.

**David Hardegree**

**From:** Lori Blaylock <blaylocklori@gmail.com>  
**Sent:** Friday, September 15, 2023 2:59 PM  
**To:** jmeadows@nwgrc.org; David Hardegree  
**Cc:** Bbowen@jbowpc.com; Natalie@switch.com  
**Subject:** [EXTERNAL] Comment on DRI #4061 Carter Grove / Switch LTD

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**Sender: blaylocklori@gmail.com**

As direct neighbors to the proposed project, we respectfully request these additional items/concerns be addresses in the new Technology District Codes. It would be most effective if these concerns were addressed before the Council public meeting on Oct 10th.

The follow are excerpts from a review that King George Planning Staff commissioned of their existing ordinance text relating to data centers, American Planning Association best practices, Code of Virginia (Loudoun County VA), and several municipalities dealing with public grievances due to Data Centers. These recommendations are under consideration in both the King Georgia County Zoning & Subdivision Ordinance and the rewrite currently underway in Loudoun County VA due sometime in 2023.

I mention Loudoun County, VA as they are the most recent, and relevant in dealing with the newest construction type and technology. While we recognize Switch, LTD is the most advanced of these center types, the code should address future land developed and companies which may not be as advanced or responsible. Our code requirements should contain measurable limits on Noise, Gas Emissions, Odor, Ground Vibrations, Light Glare and specifically guards against negative environmental impacts.

APA (American Planning Assoc.)Recommendations:

**Land Use and Zoning Considerations:**

- Limit data centers to within one mile of a state/national park or other historically significant resources. - Etowah Indian Mounds
- Propose The Planning & Zoning to commission 3rd party studies for recommendations for certain stormwater management techniques for land disturbances related to the construction, expansion, or operation of data centers that are located within two miles of a national park, state park, state forest, or other historically significant resources.
- Buffer zones adjunct to existing and/or future residential development should be 500 feet.
- A Buffer Yard is required in order to screen the data center building from adjacent residentially zoned or planned properties includes any side/rear yard abutting properties.
- Buffer Yards: Adjunct or facing existing and/or future residential development requires a buffer yard with evergreen plantings installed on an earthen berm that has a minimum height of six (6) feet and a slope not steeper than 2:1. The buffer yard plantings shall be installed in accordance with the requirements of the commercial code Notwithstanding the requirements of this section, use of natural topography and preservation of existing vegetation, supplemented by new vegetation, if needed.

**Screening Considerations:**

- Mechanical equipment must be shown on any proposed plan and must be fully screened on all sides. Such visually solid screen must be constructed with a design, materials, details, and treatment compatible with those used on the nearest Principal Façade of a building.
- Screening for Mechanical equipment may incorporate perforated surfaces on screening walls as necessary to permit ventilation of mechanical equipment.
- Ground mounted mechanical equipment must be separated from existing/future adjacent residential development or otherwise be setback a minimum of 100 feet from the property line.
- Ground mounted mechanical equipment is prohibited in building front facade or facing public roads and/or facing existing/future adjacent residential development.
- Solid Walls can be used as visual and acoustical screening but they must have evergreen planting facing the property lines.

**Building Appearance Considerations:**

- Principal Façade requirements apply to all building facades that face adjacent existing or planned public roads or that face an adjacent property with existing residential development, an approved CDP or plat showing residential development, or zoning district permitting residential uses.

Must have:

- Differentiated Surfaces
- Consistent Design
- Fenestration

Options:

- Green Wall
- Mechanical Equipment Façade

**Noise Considerations:**

- No loading/unloading activities or other noise-producing activities shall be allowed within 350 feet of an existing single family residential use. Quiet Time should be observed from 6pm to 8am.
- The maximum allowable dBA level of impulsive sound emitted from the use, as measured at the property line of any adjacent residential lot where the lot is designed for a single family dwelling unit as a principal use, shall not exceed 50 dB . In addition, outdoor music shall not be allowed after 10:00 PM.
- Construction Noise - Construction activities or other noise-producing activities shall be allowed within 350 feet of an existing single family residential use. Construction Quiet Time should be observed from 6pm to 8am.
- The continued conformance with noise limits should be monitored by a 3rd party and not solely complaint driven. Requiring annual testing will help maintain compliance. Testing results should then be made part of the county’s public reporting website.
- Benchmark locations should be noted on plans and include provisions for the distance of mechanical equipment from property lines. Consideration for noise attenuation should be a major factor when siting of mechanical equipment, such as an air conditioner compressor, etc., and where measures are taken noted on the plans.

**Lighting Considerations:**

- All exterior lighting shall be designed and constructed with full cutoff and/or fully shielded fixtures that direct light downward and into the interior of the property and away from adjacent roads and any adjacent properties.

**Fencing Considerations:**

- Ordinance should specify the types of prohibited fence materials such as barbed wire and allows chain link fencing if coated black or dark green. Type of fencing should be noted on plans.

Thank you for your time and consideration,  
Lori Blaylock  
426 Washington Blvd. Dallas GA 30132

The Capital at Senators Ridge subdivision  
(Property on located on Paulding county line which abutts the proposed rezoning parcels)

*Meeting: October 19, 2023 Item4.*

**David Hardegree**

---

**From:** David Hardegree  
**Sent:** Thursday, September 14, 2023 3:24 PM  
**To:** VICKI COX  
**Subject:** RE: [EXTERNAL] Technology district rezoning

Ms. Cox,  
Thank you for your comments. I'll forward them to the Switch team. If you are available, Switch is hosting a public meeting tonight in the Cartersville High School Auditorium at 7pm. This is a good opportunity to learn more about Switch's proposal and discuss your concerns with them. Your concerns are shared by others.

Kinda Regards,  
David

David Hardegree, AICP  
City of Cartersville  
Planning and Development Department  
2nd Floor, City Hall  
10 N. Public Square  
Cartersville, GA 30120  
Direct: 770-387-5614  
Main 770-387-5600  
[www.cityofcartersville.org](http://www.cityofcartersville.org)

---

**From:** VICKI COX <missvsg17@gmail.com>  
**Sent:** Thursday, September 14, 2023 2:27 PM  
**To:** David Hardegree <dhardegree@cityofcartersville.org>  
**Subject:** [EXTERNAL] Technology district rezoning

**\*\*\*CAUTION\*\*\*** : This email originated from outside the City of Cartersville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.  
**Sender: missvsg17@gmail.com**

Hello,

I would like to voice my extreme concern over the possibility of rezoning the area between Bates Rd. and Old Alabama Rd. as a "Technology District" which has come to light with the potential Switch Data Center buildout being proposed. This area is zoned as residential and should stay residential. I currently work for an electrical contractor who handles large data centers and understand the impacts, especially to residential areas. This type of project is better suited in areas similar to the 411 corridor to Rome, where already they are building huge battery plants and are already zoned for this kind of massive building. Data centers require a large amount of power and as I live within a 2 mile radius with the



most power outages of anywhere I've ever lived, I am horrified to think of the ramifications to  
Not only that but I am concerned about the noise and the environmental impact, as well as ongoing traffic nightmares.  
Thank you for your thoughtful consideration!

*Thank you!*

*Vicki Cox*

**David Hardegree**

**From:** Julianne Meadows <jmeadows@nwgrc.org>  
**Sent:** Thursday, September 7, 2023 11:21 AM  
**To:** Joseph Bolduc  
**Cc:** David Hardegree  
**Subject:** [EXTERNAL] RE: SWITCH project within the Cartersville City Limits.

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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**Sender: jmeadows@nwgrc.org**

Dear Sir:

RE: Development of Regional Impact review for DRI 4061 Switch KEEP 2.0 Atlanta North Campus, Cartersville

The DRI review process is designed to be an intergovernmental review process to allow affected parties, which include surrounding local governments, state agencies, and other related agencies, an opportunity to review and comment on the proposed project. Comments received from these agencies are provided to the local government for their use in the local review process. The local review process provides an opportunity for public review and comment on the project. We encourage you to provide these comments at that time, to the local government entity that serves you.

**Julianne Meadows**  
Director of Regional Planning



[PO Box 1798](#)  
[Rome, GA 30162-1798](#)  
(706) 295-6485  
[www.nwgrc.org](http://www.nwgrc.org)

**From:** Joseph Bolduc <josephbolduc@gmail.com>  
**Sent:** Tuesday, September 5, 2023 10:16 PM  
**To:** Julianne Meadows <jmeadows@nwgrc.org>  
**Subject:** SWITCH project within the Cartersville City Limits.

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

ENOUGH! This is a residential community, not an industrial center. The new warehouses on t  
bad enough welcome to our city but at least they are quiet, data centers are not. They need to be built well away from any residential areas. No matter how hard they try there will always be a background hum. I worked in a data center for a telecom and it is never quiet. In fact, after a period of time it makes one nervous, edgy and angry, there was a high employee turnover rate because of this. Try this little experiment at home, shut off the main breaker on your breaker panel. Note the silence then turn the power back on. Note all those little constant sounds from your fridge or other appliances. Multiply those little sounds 100 times and that constant background noise is what we'd have from a data center. For me, with a TBI, (traumatic brain injury) that sound would become unbearable. In the proposed location, at that elevation, there is nothing to block the sound from traveling right into downtown. Think the train at night is annoying? Imagine the constant background hum of giant HVAC units. Bye Bye nice little Cartersville.

Joseph T. Bolduc

**David Hardegree**

**From:** Julianne Meadows <jmeadows@nwgrc.org>  
**Sent:** Thursday, September 14, 2023 5:13 PM  
**To:** David Hardegree  
**Subject:** [EXTERNAL] FW: Switch Data Center Concerns

**\*\*\*CAUTION\*\*\*** : This email originated from outside the City of Cartersville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.  
**Sender: jmeadows@nwgrc.org**

**Julianne Meadows**  
Director of Regional Planning  
**n<sup>r</sup>rthwest**  
GEORGIA  
REGIONAL COMMISSION  
[PO Box 1798](#)  
[Rome, GA 30162-1798](#)  
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[www.nwgrc.org](http://www.nwgrc.org)

**From:** James Kennedy <gabe.kennedy77@gmail.com>  
**Sent:** Thursday, September 14, 2023 10:08 AM  
**To:** Julianne Meadows <jmeadows@nwgrc.org>  
**Subject:** Switch Data Center Concerns

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am reaching out to you in hopes of getting your help in addressing the imminent construction of a 126-acre data center that is currently in the works for the city of Cartersville in Bartow County, just North of the Paulding County border. The cause of my concern is for the total destruction of the multitudes of native flora and fauna, but especially in the pressing matter of the endangered species status of the Etowah Darter (*Etheostoma etowahae*), which I have reason to believe, dwells within Ward Creek. I've drawn this conclusion from observing several fish with the matching description in that area over the years. Ward Creek is a tributary of the Etowah River and feeds into Carns lake, which is the intended location of the data center. Below, I have included links to an article discussing the data center, a page depicting the Etowah darter, as well as another displaying its range, which clearly shows that the data center will be a major threat to an already endangered species. It is my hope that contacting you brings this threat to your attention so that action may be taken accordingly to prevent further loss of Georgia's already shrinking biodiversity.

Thank you for your time and consideration,

Meeting: October 19, 2023 Item4.

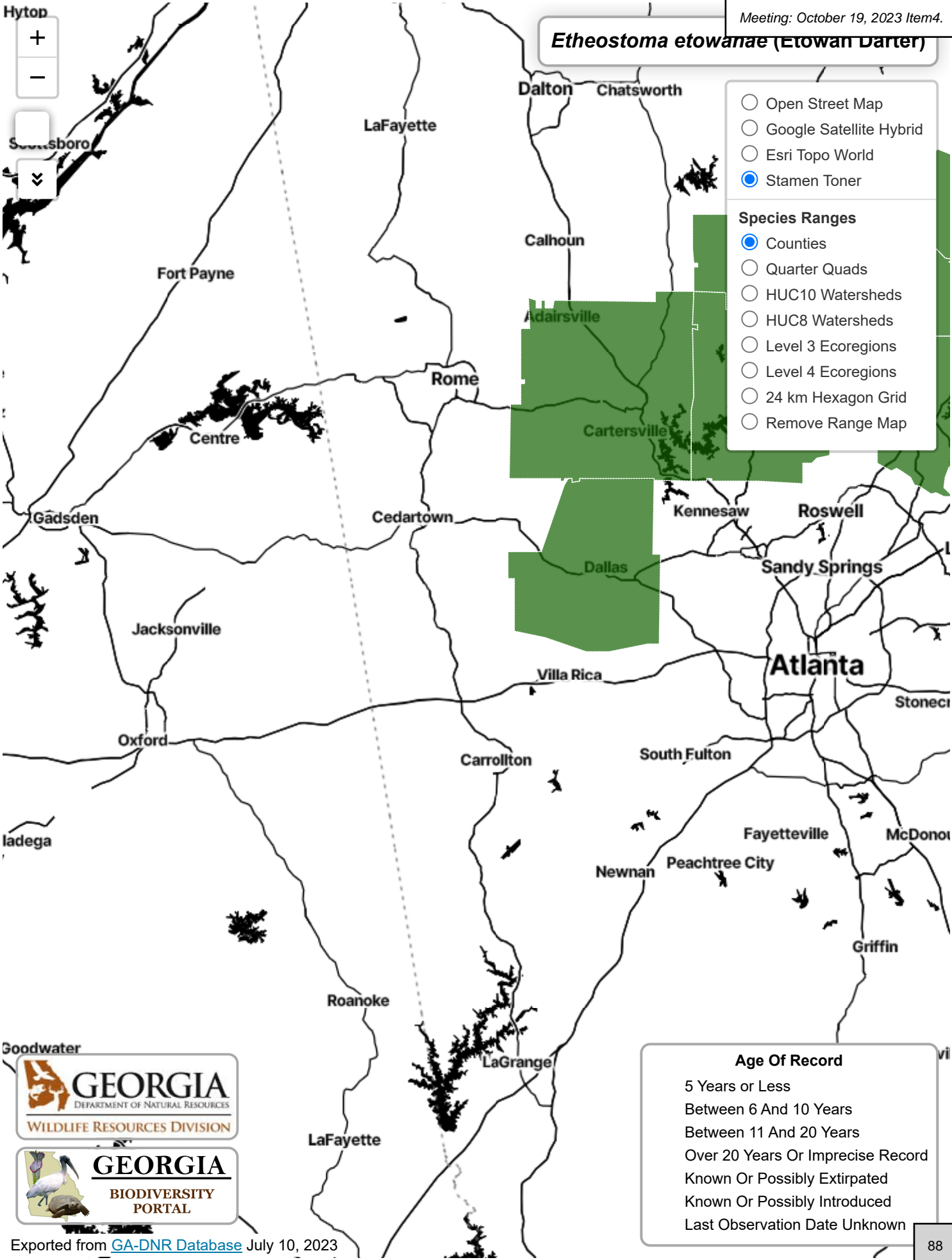
Gabriel Kennedy

<https://www.datacenterdynamics.com/en/news/switch-to-invest-772-million-in-second-georgia-campus-outside-atlanta/>

[https://georgiabiodiversity.org/profile/profile?group=None&es\\_id=19006&fbclid=IwAR36\\_laNvdBtBW05ndx55TKI8yNGA3nO4I4x1JLxnEFv9aFIVgn8KmJpmb8\\_aem\\_AT\\_pw7MY-mA4JqHt2zeBGxCW7Wh3-TodxDoFaHPS-wvBdIxI2Hzr6ASv6zOpFqiFilU&mibextid=Zxz2cZ](https://georgiabiodiversity.org/profile/profile?group=None&es_id=19006&fbclid=IwAR36_laNvdBtBW05ndx55TKI8yNGA3nO4I4x1JLxnEFv9aFIVgn8KmJpmb8_aem_AT_pw7MY-mA4JqHt2zeBGxCW7Wh3-TodxDoFaHPS-wvBdIxI2Hzr6ASv6zOpFqiFilU&mibextid=Zxz2cZ)

[https://georgiabiodiversity.org/natels/rangemaps?es\\_id=19006](https://georgiabiodiversity.org/natels/rangemaps?es_id=19006)

### *Etheostoma etowanae* (Etowan Darter)



- Open Street Map
- Google Satellite Hybrid
- Esri Topo World
- Stamen Toner

- Species Ranges**
- Counties
  - Quarter Quads
  - HUC10 Watersheds
  - HUC8 Watersheds
  - Level 3 Ecoregions
  - Level 4 Ecoregions
  - 24 km Hexagon Grid
  - Remove Range Map

- Age Of Record**
- 5 Years or Less
  - Between 6 And 10 Years
  - Between 11 And 20 Years
  - Over 20 Years Or Imprecise Record
  - Known Or Possibly Extirpated
  - Known Or Possibly Introduced
  - Last Observation Date Unknown





\*profile under revision



*Etheostoma etowahae* Etowah Darter Dawson Co., GA 1 October 2016 Photo by Alan Cressler. Image may be subject to copyright.

[Report Sighting](#)

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## *Etheostoma etowahae* Wood and Mayden, 1993

Etowah Darter

**Federal Protection:** Listed Endangered

**State Protection:** Endangered

**Global Rank:** G1

**State Rank:** S1

**Element Locations Tracked in Biotics:** Yes

**SWAP High Priority Species (SGCN):** Yes

**Element Occurrences (EOs) in Georgia:** 24

**Habitat Summary for element in Georgia:** Moderate to high gradient streams over cobble to gravel in areas of swift current

---

### Description

Reaching a maximum total length of approximately 70 mm (2.8 in), the Etowah darter has a compressed body with eight broad blotches marking the dorsum and up to 11 indistinct dark bars along the sides. Males have brilliant red bands in the dorsal and caudal fins, and bluish coloration on the lower sides of the head and on the pectoral, pelvic and anal fins.

### Similar Species

Etowah darters are currently indistinguishable from the closely related greenbreast darter (*E. jordanii*), barring genetic analysis. It was once thought the two species could be identified based on the presence of red spots along the body, but this character does not hold, as both greenbreast and Etowah darters may have red spots. A meristic analysis of the two species did not find consistent differences in scale counts (i.e., lateral line, transverse scale rows and caudal peduncle scale rows), though scale counts for Etowah darters tend to be lower than for greenbreast darters. At present, genetic analysis is the only means of distinguishing Etowah and greenbreast darters that co-occur in portions of the lower Etowah watershed where they likely hybridize. Etowah darters are also



similar to the lipstick darter (*E. chuckwachatte*), but do not have orange color on the spawning season. These two species do not co-occur.

Meeting: October 19, 2023 Item4.

## Habitat

The Etowah darter typically occurs in swift riffle habitat over cobble and gravel substrata.

## Diet

Aquatic invertebrates.

## Life History

Etowah darters spawn from May to mid-August within the upper Etowah River at water temperatures between 16-23°C. Etowah darters spawn in moderate to swiftly flowing areas of coarse sand or fine gravel interspersed with or protected by larger gravel and cobble. Females appear to choose a suitable spawning site while a male may follow or chase her. There are numerous acts of aggression during the courtship towards other females or males that may attempt to cut in. If a second female comes along that is ready to spawn, she may be chased away by the first female, or the male may choose to leave the first female to couple with the second. In addition to the commonly observed male-on-male aggressive chasing behavior, male Etowah darters have been observed biting the tail of another rival male; at times two males may be locked together, each with the other's tail in his own mouth. When the female is ready to spawn she dives rostrum-first into the sand, partially burying herself. The male mounts the female, quivering as they push into sand stirring up the sediment. The female may remain in place partially buried for several minutes after the male leaves. The courtship and spawning behavior may continue, with multiple spawns occurring in the same general area.

## Survey Recommendations

Etowah darters can be collected with a seine or observed while snorkeling.

## Range

The Etowah darter occurs only in the Etowah River system in Georgia. Once thought to be restricted to the upper Etowah (upstream from Allatoona Reservoir), recent work has shown that Etowah darters also occur in the lower portion of the basin (downstream of Allatoona dam), where they co-occur with the closely related greenbreast darter. Etowah darters have been collected in the lower Etowah mainstem and in Raccoon Creek, a tributary to the lower Etowah River. In the upper Etowah, Etowah darters occur in the mainstem and some of its larger tributaries, including Long Swamp Creek, Amicalola Creek, and Shoal Creek (Dawson County). Etowah darters also occur in Stamp Creek, a tributary to Allatoona Reservoir. Check the [Fishes of Georgia Webpage] ([http://fishesofgeorgia.uga.edu/index.php?page=speciespages/species\\_page&key=etheetow](http://fishesofgeorgia.uga.edu/index.php?page=speciespages/species_page&key=etheetow)) for a watershed-level distribution map.

## Threats

The Etowah darter is particularly vulnerable to habitat loss because of its narrow distribution, which is restricted to a geographic area currently experiencing rapid urban and suburban development as the metro-Atlanta area expands. Land disturbance associated with commercial development, and home and road construction threatens to degrade river and stream habitat by accelerating the runoff of sediment and contaminants. Increased impervious surface cover results in flashy storm events that can scour stream channels, alter the water temperature regime, accelerate delivery of contaminants, and lower baseflows during non-runoff periods. Lowering of baseflow conditions may be a significant threat to the Etowah darter and other species that depend on swiftly-flowing, sediment-free riffles to complete their life cycle. Water-supply development threatens Etowah darter habitat directly, but the operation of reservoirs may also pose a threat to the species if water flow and thermal regimes in main channel habitats are significantly altered.

## Georgia Conservation Status

Etowah darters currently appear to have a relatively stable population in the upper Etowah River, where they are encountered during annual surveys. They may be locally abundant in some places they occur, despite their limited range within the Etowah system. Much less is known about their abundance and population status in the Raccoon Creek system and in the lower Etowah River, where they co-occur and hybridize with the greenbreast darter. The lower Etowah River has a dramatically altered flow and temperature regime, due the operation of the Allatoona Reservoir. The

discovery of a population of Etowah darters in this reach is significant, as this population potentially be enhanced if conditions improve there.

Meeting: October 19, 2023 Item4.

## Conservation Management Recommendations

Conserving the Etowah darter and other unique aquatic resources of the Etowah River depends on maintaining habitat quality upstream from Allatoona Reservoir, and ultimately on improving habitat and water quality in the lower portion of the river. Eliminating runoff of upland sediment from land-disturbing activities, such as roadway and housing construction, and runoff of contaminants, such as fertilizers, pesticides, heavy metals, and surfactants is critical to protecting aquatic resources. [Forested buffers](<https://www.tva.gov/Environment/Environmental-Stewardship/Land-Management/Shoreline-Stabilization>) should be maintained along stream banks to aid in protecting water quality. Stream buffers are essential, but offer inadequate water quality protection where surface runoff is directed to bypass buffered areas, (e.g., where stormwater or other surface drains are in place to accelerate upland runoff to streams). Protecting riverine habitat quality will require the maintenance of natural patterns of stream flow by minimizing water withdrawals, new impoundments, and impervious cover. The Etowah darter and other fishes that similarly depend on riffle habitats are especially vulnerable to streamflow depletion because habitats with swift currents are diminished at low flows. Technical guidance on how to minimize the impacts of development on sensitive fishes is available through the [Etowah HCP website] ([http://www.fws.gov/athens/rivers/Etowah\\_River\\_HCP.html](http://www.fws.gov/athens/rivers/Etowah_River_HCP.html)).

## References

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Lee, S. L., C. R. Gilbert, C. H. Hocutt, R. E. Jenkins, D. E. McAllister, and J. R. Stauffer. 1980. Atlas of North American fishes. North Carolina State Mus. Nat. Hist. 867pp.

Mettee, M. F., P. E. O'Neil and J. M. Pierson. 1996. Fishes of Alabama and the Mobile Basin. Oxmoor House, Birmingham. 820pp.

Page, L. M. and B. M. Burr. 1991. A field guide to freshwater fishes of North America north of Mexico. Houghton Mifflin, Boston. 432pp.

Ritchea, S. B. 2002. Genetic population structure of the federally endangered Etowah darter, *Etheostoma etowahae*. Master of Science thesis, Duquesne University, Pittsburgh. 139pp.

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Wood, R. M. and R. L. Mayden. 1993. Systematics of the *Etheostoma jordani* species group (Teleostei: Percidae), with descriptions of three new species. Bull. Alabama Mus. Nat. Hist. 16: 31-46.

## Authors of Account

Byron J. Freeman and Megan Hagler

## Date Compiled or Updated

B. Freeman, 1999: original account

K. Owers, Jan 2009: Added picture, updated status and ranks, added fish atlas link, converted to new format, minor edits to text

M. Hagler, July 2009: general update of entire account.

Z. Abouhamdan, April 2016: updated links



male Etowah River (Coosa Basin), Dawson Co., GA 17 June 2017 Photo by Brett Albanese (Georgia DNR - Wildlife Resources)



Raccoon Creek (Coosa basin), Paulding Co., GA 27 April 2010 Photo by Brett Albanese (Georgia DNR - Wildlife Resources)

# Guidelines for Proposed Development Adjacent to Watershed Project Dams

There is a need for statewide uniformity when there are proposed changes that will have an impact to the function and maintenance of a watershed dam or adjacent pertinent areas. The Natural Resources Conservation Service (NRCS) has developed review guidelines for any proposed development adjacent to a watershed project dam.

## **Definitions of terminology used herein include:**

A dam is an artificial barrier, together with any associated spillways and appurtenant works, across a watercourse or natural drainage area, which does or may impound or divert water.



The top of dam is the lowest elevation along the centerline of the dam. This does not include any elevations within the auxiliary spillway.

The auxiliary spillway is the spillway designed to convey excess water through, over, or around a dam. The auxiliary spillway is usually an excavated channel through one or both of the abutments.

The control section in an open channel spillway is that section where accelerated flow passes through critical depth.

The impoundment area is the portion of the reservoir allotted to the storage of floodwater. Its upper limit is the top of dam elevation.

An easement is a legal document granted to the Sponsoring Local Maintenance Organization(s), which covers the impoundment area and the auxiliary spillway(s) return flow to the waterway downstream from the dam.

**All NRCS watershed dams within the State of Georgia have a Sponsoring Local Maintenance Organization(s) (Sponsor) with most being in one of the below categories.**

1. The Local Soil and Water Conservation District (district),
2. The district and the County or City,
3. The County or City. (Some Sponsors own the dam and impoundment area)

The actual easement elevation varies with each watershed structure. Easements can reference the top of dam elevation, the auxiliary spillway control section elevation, or the auxiliary spillway control section elevation plus flow depth. Also, some easements contain special provisions. Easements belong to the Sponsor.

Assistance is available to the Sponsor from the State Attorney General through the Georgia Soil and Water Conservation Commission (GSWCC) for legal problems related to easements and land rights

The Sponsor is responsible for proper operation and maintenance of the dam and issuing or denying requests for changes within the impoundment area.

The Sponsor should notify the NRCS when proposed changes are planned that will have an impact to the functioning and maintenance of a watershed dam.



## **Proposed changes of concern include:**

1. Any roads, sewer lines, or other utilities across, on or through the dam, auxiliary spillway or within the impoundment area.
2. Any plans that include earthfill within the impoundment area.
3. Any plans which propose structures, buildings, fences, play areas, trails or other items within the impoundment area, auxiliary spillway, or on the dam.
4. Any plans to utilize the impoundment area as stormwater detention.



When the above or similar proposed changes are planned, the designer must submit two sets of drawings, specifications and any applicable hydrology and hydraulic reports to the Sponsor for routing to NRCS engineers through the designated District Conservationist. Any submittals for proposed earthfill or stormwater detention within the impoundment area shall include calculations to verify compensation of effected volumes. All submittals shall include a designated contact person.

NRCS engineers make reviews as to compliance with NRCS criteria and provide recommendations and comments regarding the proposed changes to the Sponsor. Changes that include installation of sewer lines, water lines, or any modifications to the dam, principal spillway or auxiliary spillway will require review of the NRCS State Conservation Engineer. During the review process, NRCS engineers may contact the designated contact person for clarification or to suggest changes that could bring a project into NRCS criteria compliance.

Upon completion of the review the NRCS engineer will provide final recommendations and comments to the NRCS District Conservationist for routing to the Sponsor. The Sponsor decides whether to permit proposed changes or deny proposed changes if these changes will have adverse impacts on maintenance, liability or proper functioning of a dam.

**Development activities that should not be allowed in areas adjacent to the easement, impoundment area, auxiliary spillway or dam include:**

1. Any activity that decreases flood storage volume such as any modification to the principal spillway riser that would increase normal water surface elevation.
2. Erection of structures, buildings, signs, fences, or landscaping features on the dam or in the auxiliary spillway which would interfere with the proper functioning of the structure or inhibit maintenance activities such as annual mowing of these areas.
3. Docks, picnic tables or other potential floating items should not be permitted unless anchored in such a way that they cannot float loose with fluctuations in the lake level.

The State of Georgia classifies dams as Category I if a failure of that dam would cause probable loss of life downstream. The State of Georgia EPD Safe Dams Section must approve plans for proposed changes through or near the dam or auxiliary spillway of Category I dams.

Examples include sewer lines, roads, or structures that require rock blasting near the dam or other significant topographic changes.



## Designers:



1. Enforce the State of Georgia Erosion and Sediment Control Law within the drainage area of the watershed dam to keep sedimentation accumulation in the impoundment area to a minimum.
2. Enforce Storm Water Management Requirements on new development sites within the drainage area of a watershed dam and prohibit increases in peak runoff into the impoundment area.
3. Proposed development adjacent to the lake should construct detention pond(s) according to local stormwater ordinances with the top of dam elevation above the NRCS structure's 100 year-24 hour water surface elevation. In cases where a detention pond is not feasible, a volume equal to the increased runoff amount for the 100 year-24 hour storm event may be excavated between the auxiliary spillway crest elevation and normal pool. NRCS will depend upon the County or Local City Government(s) to insure that all disturbed areas are properly re-vegetated in a timely manner.
4. Forward all plans for areas being developed adjacent to the impoundment area to NRCS for comment with enforcement responsibilities remaining with the Local Government
5. Not allow construction of houses in the dam breach zone. Such construction would cause the dam to become Category I leaving the Local Government and or others responsible for expensive modifications.

Source (NRCS via DRI review process):

<https://gaswcc.georgia.gov/watersheds-water-resources/watershed-dams/guidelines-proposed-development-adjacent-watershed>

6. Not allow any structures, such and houses or commercial buildings constructed in the impoundment area, unless the lowest finished floor elevation of the structure is above the design top of dam elevation.

*Meeting: October 19, 2023 Item4.*

# DEVELOPMENT OF REGIONAL IMPACT (DRI) REPORT AND RECOMMENDATIONS



MEMORANDUM

To: Local Governments, State Agencies, and Interested Parties

From: Boyd Austin, Executive Director

Date: September 21, 2023

Subject: Report on DRI 4061, Switch KEEP 2.0 Atlanta North Campus, Cartersville

The Northwest Georgia Regional Commission has completed the regional review of DRI 4061, Switch KEEP 2.0 Atlanta North Campus, Cartersville, which would develop an initial phase of one data center, and several future phases. The total parcel is 2,200 acres and Cartersville anticipates that the rest of the site will be developed with data/ technology uses in future phases. The initial phase includes 126 acres and a single data center facility approximately 1,620 ft. in length, along with associated driveways, detention ponds, and an electrical substation. The overall project is anticipated to be complete in 2046. The proposed rezoning would create a new data/technology zoning district for this site.

Comments Received

Paulding County comments, "Paulding County shares a common border with the 2,200 acre tract. We have requested an overall site plan for the project including future phases and have been advised that there is no plan for phases beyond the initial phase consisting of 126 acres. We request that when future phases are submitted that the project be subject to another round of comment by affected parties as outlined in the Rules of the Georgia Department of Community Affairs Chapter 110-12-3.05(2)(c)."

Georgia DNR Floodplains Unit comments, "From inspection of the effective Flood Insurance Rate Maps (FIRMs) developed by the Federal Emergency Management Agency (FEMA), the building components of the proposed project is located outside of the Special Flood Hazard Area (SFHA), in Zone X (unshaded), an area of low flood risk. A Floodplain Snapshot Map showing the designated floodplain impacts in the vicinity of the project location, accompanied by the relevant extract of FEMA's FIRMs are attached." Please see full comments.

USDA NRCS comments, "We have reviewed our records and have determined that there is such a structure involved in this project. NRCS's watershed structure Pumpkinvine Creek 02 is at the project location and Pumpkinvine Creek 01 is immediately to the south. The location is shown on the accompanying screenshot, p. 3 of this letter. Please contact the Coosa River Soil & Water Conservation District through Sheri Teems, District Conservationist. Information about development near such

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structures in general is located here: <https://gaswcc.georgia.gov/watersheds-water-resources/watershed-dams/guidelines-proposed-development-adjacent-watershed>

An evaluation would be needed for NRCS watershed dam (Pumpkinvine Creek 02 & 01) near the project area by Eric Harris & Sheri Teems for the completion of this early coordination request.” Please see full comments.

**NWGRC Comments**

Since there is little detail on future phases of the project, total impacts are yet unknown. While the project may have comparatively little impact on transportation infrastructure, there may be temporary construction impacts. Potential for impacts on adjoining jurisdictions should also be considered.

Because this project (including current and future phases) will develop a large area resulting in a significant increase in impervious surfaces, the development should include all applicable and recommended best management practices to minimize stormwater runoff during construction and post-construction, and should implement and maintain stormwater BMPs and erosion and sedimentation controls during construction, including green infrastructure where applicable. The project agreements should also ensure maintenance of all stormwater infrastructure. All applicable City of Cartersville and Metro North Georgia Water Planning District stormwater recommendations and requirements must be followed.

**Consistency with Comprehensive Plan and Service Delivery Strategy**

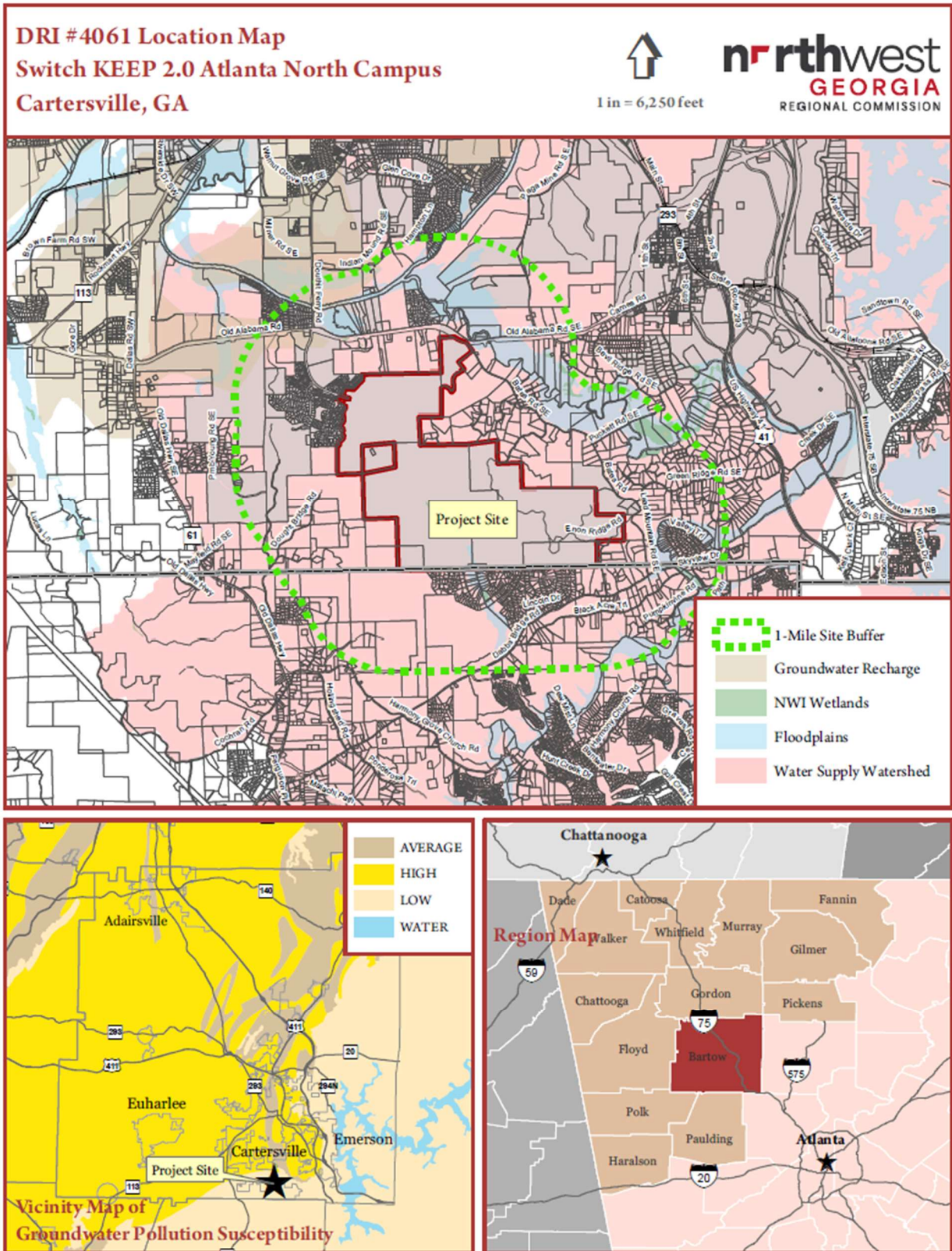
This area is shown on the 2023 Future Land Use Map for Cartersville as Low/Medium Density Residential. It appears that City of Cartersville and Cobb County are providers of water and sewer services, with Cartersville providing water and sewer service to the western part of the site, and Cobb County providing water and sewer service to the eastern part of the site, according to the 2019 Bartow County Service Delivery Strategy.

**Consistency with 2019 Northwest Georgia Regional Plan**

The area is designated as Developed on the Northwest Georgia Projected 2040 Regional Land Use Map showing that this area exhibits urban type development patterns and urban services are already being provided.



### Location Map



**COMMENTS RECEIVED**



United States Department of Agriculture

September 11, 2023

Boyd Austin, Executive Director  
Northwest Georgia Regional Commission  
P.O. Box 1798  
Rome, Georgia 30162

**Re: Development Regional Impact 4061 for Switch KEEP 2.0 Atlanta North Campus  
Development, City of Cartersville, Bartow County**

Dear Mr. Austin:

This letter is in reference to your request for information on the possible impacts the proposed development of data and technology center project may have on land use, conservation, water quality and other general environmental concerns that may be of interest to our agency. The following outlines our concerns with the proposed project with regards to farmland protection, and Natural Resources Conservation Service (NRCS) watershed dams and project easements.

Farmland Protection

The Farmland Protection Policy Act (FPPA) is intended to minimize the impact federal programs have on the unnecessary and irreversible conversion of farmland to nonagricultural uses. Projects are subject to FPPA requirements if they may irreversibly convert farmland (directly or indirectly) to nonagricultural use and are completed by a federal agency or with assistance from a federal agency. For the purpose of FPPA, farmland includes areas located within soil map units rated as prime farmland, unique farmland, and land of statewide or local importance. Farmland subject to FPPA requirements does not have to be currently used for cropland. It can be forest land, pastureland, cropland, or other land uses, but not water or urban built-up land. It should be noted that the FPPA does not authorize the Federal Government to regulate the use of private or nonfederal land or, in any way, affect the property rights of owners.

NRCS uses a Land Evaluation and Site Assessment (LESA) system to establish a farmland conversion impact rating score on proposed sites of federally funded and assisted projects. This score is used as an indicator for the project sponsor to consider alternative sites if the potential adverse impacts on the farmland exceed the recommended allowable level. It is our understanding that the proposed project involves federal funds or assistance, and thus could be subject to this assessment. Please note, FPPA considers indirect as well as direct conversion. The acres directly converted will be the project area. Areas planned for direct or indirect conversion should be indicated on plans or maps included in the packet of materials for the project. **However, this project does not convert farmland and is thus exempt from this assessment. You need take no further action for FPPA purposes.**

**Natural Resources Conservation Service**  
Georgia State Office  
355 East Hancock Avenue - Athens, GA - 30601-2775  
Voice: 706-546-2272 Fax: 855-417-8490

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Austin  
Page 2

### NRCS Watershed Dams

More than 50 years ago, the U.S. Department of Agriculture was authorized by Congress to help local communities with flood control and watershed protection through the Watershed Program (PL-534 Flood Control Act of 1944 and PL-566 Watershed Protection and Flood Prevention Act). As a result, local communities, with NRCS assistance, have constructed over 11,000 dams in 47 states since 1948. These dams were originally constructed for protection of farmlands from flooding impacts. In 2000, PL-566 was amended to provide NRCS authorization to assist communities with rehabilitation of their aging dams. The legislation authorizes NRCS to work with local communities and watershed project sponsors to address public health and safety concerns and potential environmental impacts of aging dams.

We have reviewed our records and have determined that there is such a structure involved in this project. NRCS's watershed structure Pumpkinvine Creek 02 is at the project location and Pumpkinvine Creek 01 is immediately to the south. The location is shown on the accompanying screenshot, p. 3 of this letter. Please contact the Coosa River Soil & Water Conservation District through Sheri Teems, District Conservationist. Information about development near such structures in general is located here: <https://gaswcc.georgia.gov/watersheds-water-resources/watershed-dams/guidelines-proposed-development-adjacent-watershed>

### NRCS Easements

NRCS easements relate to our Wetland Reserve Program and the Farm and Ranchland Protection Program. We have reviewed our records and have determined that there are no such easements downstream or in the near vicinity of the proposed project that could be affected by these activities.

NRCS appreciates this opportunity to comment. If you have questions or need any additional information, please contact me at (706) 546-2056 or [nelson.velazquezgotay@usda.gov](mailto:nelson.velazquezgotay@usda.gov).

Sincerely,

NELSON  
VELAZQUEZ  
GOTAY



Digitally signed by  
NELSON VELAZQUEZ  
GOTAY  
Date: 2023.09.11  
13:43:17 -0400'

NELSON VELÁZQUEZ GOTAY  
SOIL SCIENTIST

cc: Steve Blackston, Acting Assistant State Conservationist (FO), NRCS, Griffin, GA  
Sheri Teems, District Conservationist, NRCS, Calhoun, GA  
Michael Henderson, Resource Soil Scientist, NRCS, Griffin, GA  
Julianne Meadows, Northwest Georgia Regional Commission



Image. Watershed structure Pumpkinvine Creek 02 at the project area and Pumpkinvine Creek 02 south of the project.

**Natural Resources Conservation Service**  
Georgia State Office  
355 East Hancock Avenue - Athens, GA - 30601-2775  
Voice: 706-546-2272 Fax: 855-417-8490

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**Jeff W. Cown, Director**

2 Martin Luther King, Jr. Drive  
Suite 1456, East Tower  
Atlanta, Georgia 30334  
404-656-4713

FLOODPLAIN ENCROACHMENT REVIEW

To: Julianne Meadows  
Email: [jmeadows@nwgrc.org](mailto:jmeadows@nwgrc.org)

PROJECT NAME:	DRI 4061 Switch KEEP 2.0 Atlanta North Campus	COUNTY:	Bartow	COMMUNITY:	City of Cartersville
LOCATION:	Please see the project location map provided by the applicant.				
BRIEF PROJECT DESCRIPTION:	The Northwest Georgia Regional Commission is requesting comments on DRI 4061 Switch KEEP 2.0 Atlanta North Campus, Cartersville. This phase is the first of several planned phases of development of data and technology centers on this site. This initial phase consists of 126 acres with a single data center facility approximately 1,620 ft. in length, along with associated driveways, detention ponds, and an electrical substation. The DRI is for the entire 2,200-acre parcel and all future phases of data centers/ technology centers.				
APPLICANT:	Northwest Georgia Regional Commission	APPLICATION DATED:	09/01/2023	APPLICATION RECEIVED:	09/01/2023
SFHA* ENCROACHMENT:	No	EFFECTIVE PANEL(S):	13015C0360H (Effective Date: 10/05/2018)	FLOOD RISK ZONE(S):	X
	<a href="http://www.georgiadfirm.com">www.georgiadfirm.com</a>	PRELIMINARY PANEL(S):	N/A	FLOOD RISK ZONE(S):	N/A
	<a href="https://msc.fema.gov/portal">https://msc.fema.gov/portal</a>	LETTER OF MAP CHANGE (S):	N/A	FLOOD RISK ZONE(S):	N/A
WATERSHED(S):	Etowah (8 Digit HUC: 03150104)	COMMUNITY CONTACT:	<u>Cartersville City Engineer</u> Address: 330 S. Erwin Street, PO Box 1390, Cartersville, GA 30120 Tel: (770) 383-7432		
COMMENTS:	<p>From inspection of the effective Flood Insurance Rate Maps (FIRMs) developed by the Federal Emergency Management Agency (FEMA), the building components of the proposed project is located outside of the Special Flood Hazard Area (SFHA), in Zone X (unshaded), an area of low flood risk. A Floodplain Snapshot Map showing the designated floodplain impacts in the vicinity of the project location, accompanied by the relevant extract of FEMA's FIRMs are attached.</p> <p>Please note that this response addresses issues related specifically to the possible effects of the project on floodplains in the area, it does not override or supersede any State or local procedural substantive provisions which may apply to floodplain management requirements associated with amendments to State or local floodplain zoning ordinances, maps, or State or local procedures adopted under the National Flood Insurance Program.</p>				
Prepared By:	Olivia Martin	Telephone:	(470) 845-1108	Email:	<a href="mailto:Olivia.Martin@dnr.ga.gov">Olivia.Martin@dnr.ga.gov</a>
Signature:	<i>Olivia T. Martin</i>		Date:	09/06/2023	

\*Special Flood Hazard Area – Area Inundated by the 1% Annual Chance Flood (Often Referred to as the 100-year Flood)

Attachments:

# Cartersville, Georgia



**Property Flood Risk:**  
Low Risk

**Flood Depths\*:**

0.2% Annual Chance Flood	0.2% Annual Chance Flood	0.2% Annual Chance Flood
1% Annual Chance Flood	1% Annual Chance Flood	1% Annual Chance Flood
100-Year Flood	100-Year Flood	100-Year Flood

**Location Information**

Panel:	13015C0360H
Watershed:	Etowah
County:	BARTOW
Community ID:	13015C
Map Status:	EFFECTIVE

\* Flood Depths shown on this report are derived from FEMA FloodMap products and are reported to the nearest tenth of a foot. These depths are calculated from FIRM data and represent the best available data. Only areas shown on a FIRM that are not waterfilled will have this data available. Please check back if your area is not currently available. For more information, please visit the FEMA Map Service Center at <https://msc.fema.gov/info/faq.aspx>

**Nature Doesn't Read Flood Maps**

Many people don't understand just how risky the floodplain can be. There is a greater than 20% chance that a non-protected home in the 100-year flood zone will be flooded during a 30-year mortgage period.

The information on this map was current during the same period as less than 1996.

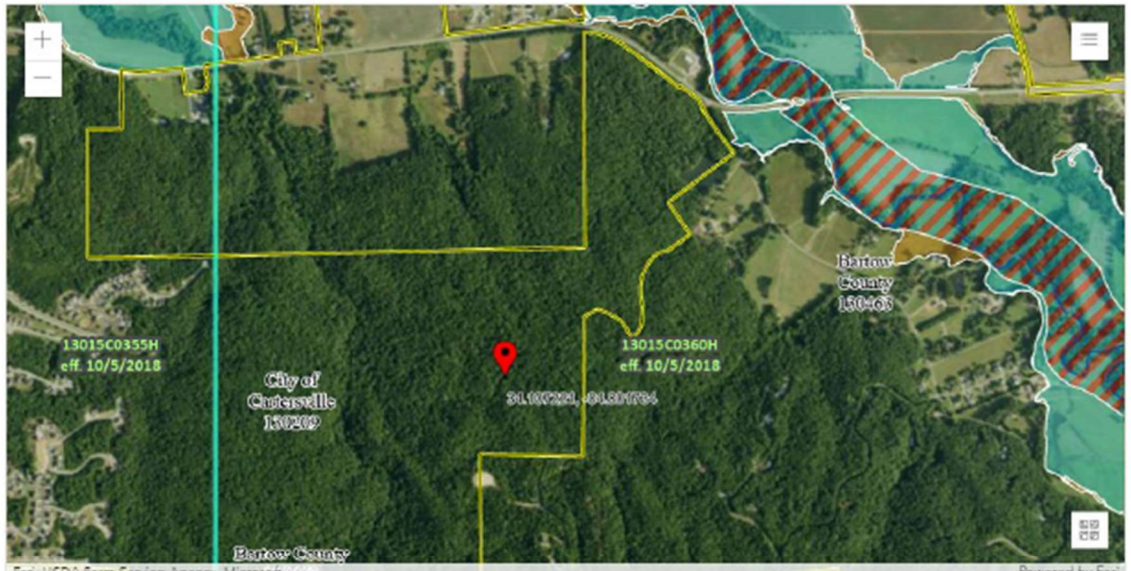
FOR MORE INFORMATION VISIT, PLEASE VISIT: [www.flood.gov](https://www.flood.gov)

**Legend with Flood Zone Designations**

Flood Control Structures	1% Flood - Floodway (High Risk)	1% Flood - Zone VE (HighRisk)	Floodway Decrease
Base Flood Elevations	1% Flood - Zone AE (High Risk)	Area Not Included	Floodway Increase
Cross Sections	1% Flood - Zone A, AH, or AO (HighRisk)	Letters of Map Revision	100-Year Flood Zone Decrease
Coastal Transients	0.2% Flood - X-Shadow (Moderate Risk)	Coastal Barrier Resource Area	100-Year Flood Zone Increase
FIRM Panel Index	Area of Undetermined Flood Hazard	Limit of Moderate Wave Action	Zone Change

Disclaimer: This data is not to be used to determine any base flood elevations or flood zone designations for IFIP (National Flood Insurance Program) purposes. For IFIP flood insurance and regulation purposes please refer to the published effective FIRM (Flood Rate Insurance Map) for your area of concern. Values displayed for Current Flood Zone, Preliminary Flood Zone, Flood Zone Change Type, and Probability of Flooding over a 30-year period based on center of an station, not extent of structures.

## Floodplain Snapshot for the proposed project area



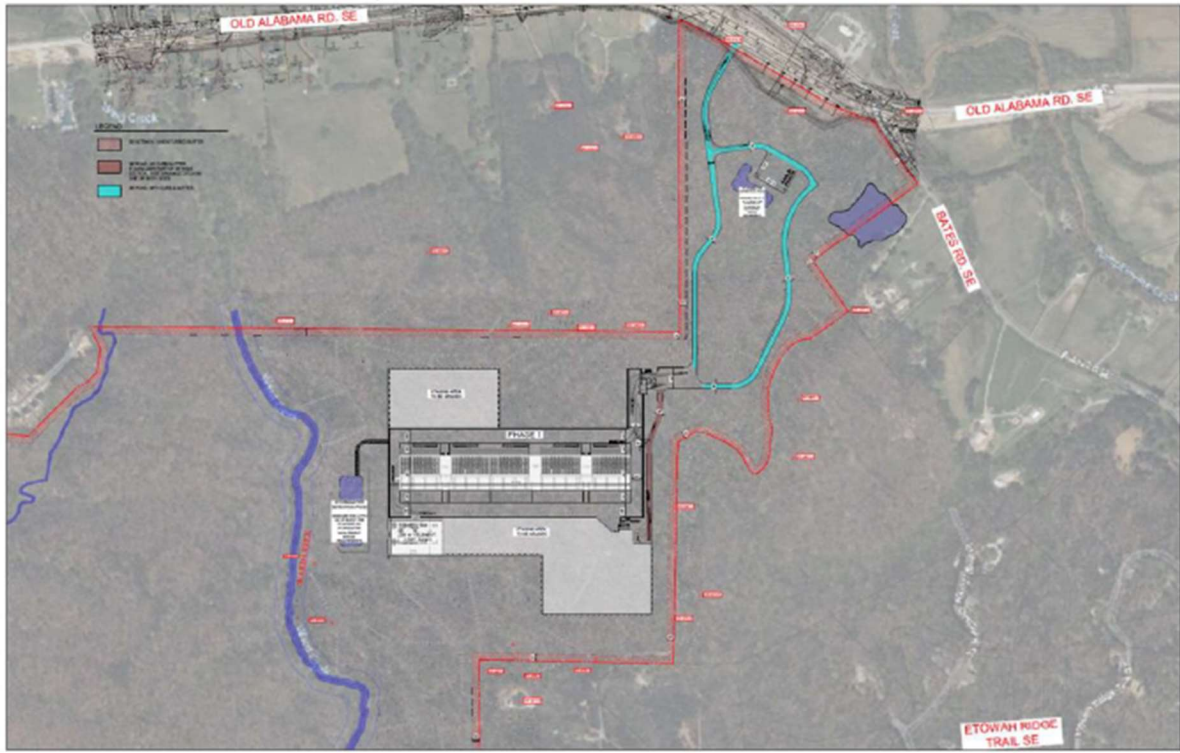
Map Legend:

- Map Panels:**
  - Selected Floodmap boundary
  - Digital Data Available
  - No Digital Data Available
  - Unmapped
- Other Areas:**
  - Area of Minimal Flood Hazard (Zone 0)
  - Effective Limits
  - Area of Undetermined Flood Hazard (Zone 0)
  - Otherwise Protected Area
  - Coastal Barrier Resource System Area
- Special Flood Hazard Areas:**
  - Without Base Flood Elevation (BFE) (Zone A, X, AO)
  - With BFE or Depth
  - Regulatory Floodway (Zone AE, AH, AO, VE, AP)
  - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone X)
  - Future Conditions 1% Annual Chance Flood Hazard (Zone A)
  - Area with Reduced Flood Risk due to Levee. See Notes, Zone X
  - Area with Flood Risk due to Levee (Zone 0)
- Other Features:**
  - Cross Sections with 1% Annual Chance
  - Water Surface Elevation
  - Coastal Transient
  - Base Flood Elevation Law (BFE)
  - Limit of Study
  - Jurisdiction Boundary
  - Coastal Transient Baseline
  - Profile Baseline
  - Hydrographic Feature
- General Structures:**
  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall

## FEMA FIRM Extract



DRI 4061 Switch KEEP 2.9 Atlanta North Campus, Cartersville



**BOHLER // KEEP 2.0 CAMPUS ATLANTA NORTH - REZONING APPLICATION SUBMITTAL - PHASE 1**

211 MEMPHIS CENTER  
SUITE 500  
ATLANTA, GEORGIA 30338  
Phone: 404.525.8888  
GA@BohlerEng.com

08-17-2023  
CARTERSVILLE (BARTOW COUNTY), GA



Project Site

Northwest Georgia Regional Commission DRI Comment Form

**DRI 4061 Switch KEEP 2.0 Atlanta North Campus, Cartersville Comment Form**

**Description of DRI project:**

The Northwest Georgia Regional Commission is requesting comments on DRI 4061 Switch KEEP 2.0 Atlanta North Campus, Cartersville. This phase is the first of several planned phases of development of data and technology centers on this site. This initial phase consists of 126 acres with a single data center facility approximately 1,620 ft. in length, along with associated driveways, detention ponds, and an electrical substation. The DRI is for the entire 2,200-acre parcel and all future phases of data centers/ technology centers.

**Please email comments to [jmeadows@nwgrc.org](mailto:jmeadows@nwgrc.org) within the following 15-day period: Friday, September 1, 2023 – Friday, September 15, 2023.**

---

**Comments**

**Name: Ann Lippmann, AICP  
Community Development Director  
Date: September 15, 2023  
Organization: Paulding County BOC**

**Comments:**

**Paulding County shares a common border with the 2,200 acre tract. We have requested an overall site plan for the project including future phases and have been advised that there is no plan for phases beyond the initial phase consisting of 126 acres. We request that when future phases are submitted that the project be subject to another round of comment by affected parties as outlined in the Rules of the Georgia Department of Community Affairs Chapter 110-12-3.05(2)(c).|**

**David Hardegree**

---

**From:** Julianne Meadows <jmeadows@nwgrc.org>  
**Sent:** Thursday, September 21, 2023 5:07 PM  
**To:** David Hardegree  
**Subject:** [EXTERNAL] FW: DRI 4061 Switch KEEP 2.0 Atlanta North Campus, Cartersville  
**Attachments:** NWGRC DRI 4061 Switch KEEP 2.0 Atlanta North Campus Comment Form.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**\*\*\*CAUTION\*\*\*** : This email originated from outside the City of Cartersville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.  
**Sender: jmeadows@nwgrc.org**

David, this review came in outside the review period, so I did not include it in the report, but am forwarding directly to you.

**Julianne Meadows**  
Director of Regional Planning  
  
PO Box 1798  
Rome, GA 30162-1798  
(706) 295-6485  
[www.nwgrc.org](http://www.nwgrc.org)

**From:** Hood, Alan C. <achood@dot.ga.gov>  
**Sent:** Thursday, September 21, 2023 1:52 PM  
**To:** Julianne Meadows <jmeadows@nwgrc.org>  
**Subject:** RE: DRI 4061 Switch KEEP 2.0 Atlanta North Campus, Cartersville

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sorry, I misread your email. disregard. Please see my answer.

**Alan Hood**  
Airport Safety Data Program Manager





*Aviation Programs*

600 West Peachtree Street NW  
6<sup>th</sup> Floor  
Atlanta, GA, 30308  
404.660.3394 cell  
404.532.0082 office  
Website: <https://www.dot.ga.gov/GDOT/pages/AirportAid.aspx>

---

**From:** Julianne Meadows <[jmeadows@nwgrc.org](mailto:jmeadows@nwgrc.org)>  
**Sent:** Thursday, September 21, 2023 1:41 PM  
**To:** Hood, Alan C. <[achood@dot.ga.gov](mailto:achood@dot.ga.gov)>  
**Subject:** RE: DRI 4061 Switch KEEP 2.0 Atlanta North Campus, Cartersville

Alan,

We did not receive an answer to date on the proposed building height.

**Julianne Meadows**  
Director of Regional Planning

**n<sup>r</sup>thwest**  
GEORGIA  
REGIONAL COMMISSION  
[PO Box 1798](mailto:PO Box 1798)  
[Rome, GA 30162-1798](mailto:Rome, GA 30162-1798)  
(706) 295-6485  
[www.nwgrc.org](http://www.nwgrc.org)

---

**From:** Hood, Alan C. <[achood@dot.ga.gov](mailto:achood@dot.ga.gov)>  
**Sent:** Wednesday, September 13, 2023 11:20 AM  
**To:** Julianne Meadows <[jmeadows@nwgrc.org](mailto:jmeadows@nwgrc.org)>  
**Subject:** RE: DRI 4061 Switch KEEP 2.0 Atlanta North Campus, Cartersville

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Julianne,

Do you know the finished floor elevation of the building? This is about 2.5 miles from the Cartersville Airport and I cannot read what the map says if it does give it.

Thanks!

**Alan Hood**  
*Airport Safety Data Program Manager*

*Aviation Programs*

600 West Peachtree Street NW

6<sup>th</sup> Floor

Atlanta, GA, 30308

404.660.3394 cell

404.532.0082 office

Website: <https://www.dot.ga.gov/GDOT/pages/AirportAid.aspx>

---

**From:** Julianne Meadows <[jmeadows@nwgrc.org](mailto:jmeadows@nwgrc.org)>

**Sent:** Friday, September 1, 2023 3:07 PM

**To:** [olsonp@bartowcountyga.gov](mailto:olsonp@bartowcountyga.gov); [sillst@bartowcountyga.gov](mailto:sillst@bartowcountyga.gov); [osborner@bartowcountyga.gov](mailto:osborner@bartowcountyga.gov); [bhammonds@adairsvillega.net](mailto:bhammonds@adairsvillega.net); [rmannino@cityofcartersville.org](mailto:rmannino@cityofcartersville.org); [theath@cityofemerson.org](mailto:theath@cityofemerson.org); James Stephens <[jstephens@euharlee.com](mailto:jstephens@euharlee.com)>; Kelly Ensley <[cityclerk@kingstonga.gov](mailto:cityclerk@kingstonga.gov)>; [mitch.bagley@aol.com](mailto:mitch.bagley@aol.com); [cityhall@cityofwhitega.com](mailto:cityhall@cityofwhitega.com); [jledbetter@gordoncounty.org](mailto:jledbetter@gordoncounty.org); [mstallings@cherokeega.com](mailto:mstallings@cherokeega.com); [jason.gaines@cobbcounty.org](mailto:jason.gaines@cobbcounty.org); [David.LWebb@cobbcounty.org](mailto:David.LWebb@cobbcounty.org); [ann.lippmann@paulding.gov](mailto:ann.lippmann@paulding.gov); [mdenton@polkga.org](mailto:mdenton@polkga.org); [BWood@romega.us](mailto:BWood@romega.us); [missykendrick@developromefloyd.com](mailto:missykendrick@developromefloyd.com); [asmith@atlantaregional.com](mailto:asmith@atlantaregional.com); [DShockey@atlantaregional.org](mailto:DShockey@atlantaregional.org); Boyd Austin <[baustin@nwgrc.org](mailto:baustin@nwgrc.org)>; Barbara Snead <[bsnead@nwgrc.org](mailto:bsnead@nwgrc.org)>; Ethan Calhoun <[ecalhoun@nwgrc.org](mailto:ecalhoun@nwgrc.org)>; Joseph Davidson <[jdavidson@nwgrc.org](mailto:jdavidson@nwgrc.org)>; Julianne Meadows <[jmeadows@nwgrc.org](mailto:jmeadows@nwgrc.org)>; [juli.yoder@gadca.onmicrosoft.com](mailto:juli.yoder@gadca.onmicrosoft.com); [Lisa.westin@dca.ga.gov](mailto:Lisa.westin@dca.ga.gov); [zane.grennell@dca.ga.gov](mailto:zane.grennell@dca.ga.gov); [patrick.vickers@dca.ga.gov](mailto:patrick.vickers@dca.ga.gov); Raymond, Christopher <[craymond@dot.ga.gov](mailto:craymond@dot.ga.gov)>; Acree, David <[dacree@dot.ga.gov](mailto:dacree@dot.ga.gov)>; AviationPrograms <[aviationprograms@dot.ga.gov](mailto:aviationprograms@dot.ga.gov)>; Hood, Alan C. <[achood@dot.ga.gov](mailto:achood@dot.ga.gov)>; [acarroll@gefa.ga.gov](mailto:acarroll@gefa.ga.gov); [conserve@mctga.org](mailto:conserve@mctga.org); [gigi.steele@dnr.ga.gov](mailto:gigi.steele@dnr.ga.gov); [haydn.blaize@dnr.ga.gov](mailto:haydn.blaize@dnr.ga.gov); [Dan.Wallace@ga.usda.gov](mailto:Dan.Wallace@ga.usda.gov); [jesse@coosa.org](mailto:jesse@coosa.org); [kowens@tnc.org](mailto:kowens@tnc.org); [anakela.escobar@dnr.ga.gov](mailto:anakela.escobar@dnr.ga.gov); [Jennifer.Welte@dnr.ga.gov](mailto:Jennifer.Welte@dnr.ga.gov); [Christine.Voudy@dnr.ga.gov](mailto:Christine.Voudy@dnr.ga.gov); [allan\\_brown@fws.gov](mailto:allan_brown@fws.gov); [ahazell@gmrc.ga.gov](mailto:ahazell@gmrc.ga.gov); [nongame.review@dnr.ga.gov](mailto:nongame.review@dnr.ga.gov); [gaswcc.swcd@gaswcc.ga.gov](mailto:gaswcc.swcd@gaswcc.ga.gov)

**Subject:** DRI 4061 Switch KEEP 2.0 Atlanta North Campus, Cartersville

Good afternoon,

The Northwest Georgia Regional Commission is requesting comments on DRI 4061 Switch KEEP 2.0 Atlanta North Campus, Cartersville. This phase is the first of several planned phases of development of data and technology centers on this site. This initial phase consists of 126 acres with a single data center facility approximately 1,620 ft. in length, along with associated driveways, detention ponds, and an electrical substation. The DRI is for the entire 2,200-acre parcel and all future phases of data centers/ technology centers.

**Please email comments to [jmeadows@nwgrc.org](mailto:jmeadows@nwgrc.org) within the following 15-day period: Friday, September 1, 2023 – Friday, September 15, 2023.**

**Julianne Meadows**  
Director of Regional Planning

**n<sup>r</sup>thwest**  
GEORGIA  
REGIONAL COMMISSION

PO Box 1798

Rome, GA 30162-1798

(706) 295-6485

[www.nwgrc.org](http://www.nwgrc.org)

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

**DRI 4061 Switch KEEP 2.0 Atlanta North Campus, Cartersville Comment Form****Description of DRI project:**

The Northwest Georgia Regional Commission is requesting comments on DRI 4061 Switch KEEP 2.0 Atlanta North Campus, Cartersville. This phase is the first of several planned phases of development of data and technology centers on this site. This initial phase consists of 126 acres with a single data center facility approximately 1,620 ft. in length, along with associated driveways, detention ponds, and an electrical substation. The DRI is for the entire 2,200-acre parcel and all future phases of data centers/ technology centers.

**Please email comments to [jmeadows@nwgrc.org](mailto:jmeadows@nwgrc.org) within the following 15-day period: Friday, September 1, 2023 – Friday, September 15, 2023.**

---

**Comments**

**Name: Alan Hood**

**Date: 9/21/2023**

**Organization: GDOT Aviation**

**Comments:**

The proposed development is about 2.5 miles from Cartersville Airport (VPC). It is located outside any FAA approach or departure surfaces, and airport compatible land use areas, and does not appear to impact the airport as long as the building and construction equipment remain below 902' MSL.

If any construction equipment or construction exceeds 902' MSL, an FAA Form 7460-1 must be submitted to the Federal Aviation Administration according to the FAA's Notice Criteria Tool found here

(<https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp?action=showNoNoticeRequiredToolForm>). Those submissions for any associated cranes may be done online at <https://oeaaa.faa.gov>. The FAA must be in receipt of the notifications, no later than 120 days prior to construction. The FAA will evaluate the potential impacts of the project on protected airspace associated with the airports and advise the proponent if any action is necessary.

Thank you for the opportunity to comment on the proposed development.

**Reviewing Regional Commission:** Northwest Georgia

**Contact Person:** Julianne Meadows

**Address:** P. O. Box 1798, Rome, Georgia 30162-1798

**Phone:** (706) 295-6485    **Fax:** (706) 295-6665

**E-mail:** [jmeadows@nwgrc.org](mailto:jmeadows@nwgrc.org)



# SIGN PICTURES 9-22-23

Meeting: October 19, 2023 Item4.

Carter Grove Blvd



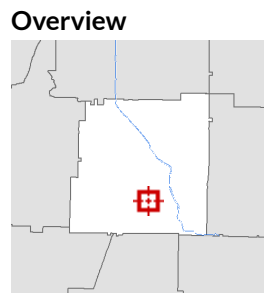
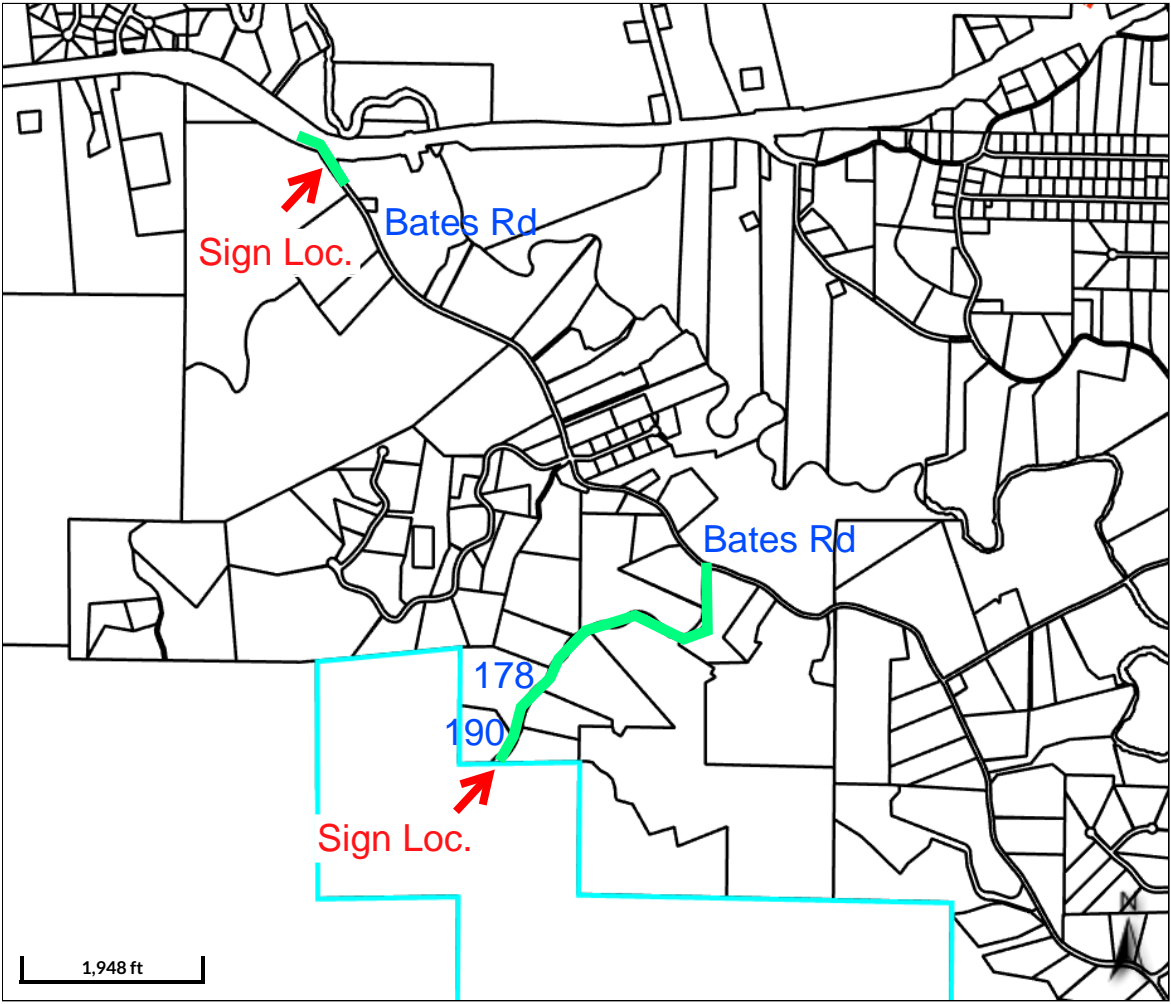












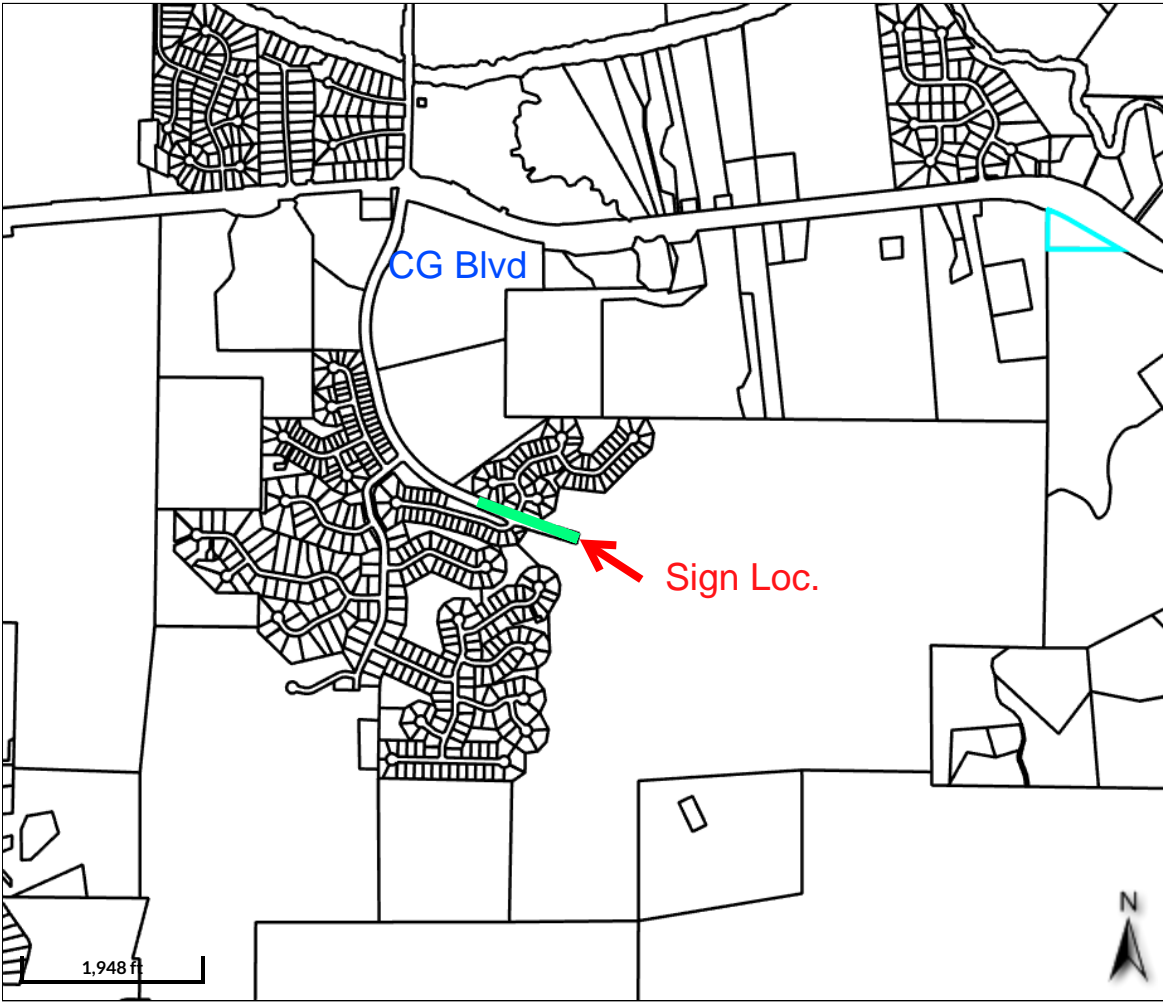
**Legend**  
 □ Parcels  
 — Roads

<b>Parcel ID</b> C120-0001-001	<b>Alternate ID</b> 38635	<b>Owner Address</b> CARTER GROVE (ATLANTA) ASLI VI
<b>Sec/Twp/Rng</b> n/a	<b>Class</b> Agricultural	923 N PENNSYLVANIA AVE
<b>Property Address</b> OLD GOODIE MOUNTAIN RD	<b>Acreeage</b> 600.12	WINTER PARK, FL 32789
<b>District</b> Cartersville		
<b>Brief Tax Description</b> LD 4		
	<i>(Note: Not to be used on legal documents)</i>	

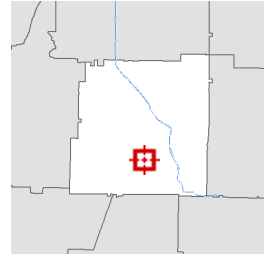
Date created: 9/15/2023  
 Last Data Uploaded: 9/14/2023 9:00:16 PM

Developed by Schneider  
 GEOSPATIAL



**NO PUBLIC ROW ABUTS CARTER GROVE PROPERTY IN PAULDING COUNTY. NO ZONING SIGNS REQUIRED. LETTERS ONLY.**



Overview



Legend

-  Parcels
-  Roads

<b>Parcel ID</b>	C106-0001-002	<b>Alternate ID</b>	38108	<b>Owner Address</b>	CARTER GROVE (ATLANTA) ASLI VI
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	Residential		923 N PENNSYLVANIA AVE
<b>Property Address</b>	OLD ALABAMA RD	<b>Acreage</b>	3.69		WINTER PARK, FL 32789
<b>District</b>	Cartersville				
<b>Brief Tax Description</b>	LL959 LD4				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 9/15/2023  
 Last Data Uploaded: 9/14/2023 9:00:16 PM

Developed by  Schneider  
 GEOSPATIAL



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	October 19, 2023
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Life and Disability Insurance Renewal
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Jay Milam with Peachtree Planning has provided the renewal of life, short-term, and long-term disability insurance coverage through Equitable, with whom the city has had coverage since 2021. Equitable has agreed to renew at the same rates with a two-year rate guarantee, and I recommend approval of this insurance renewal through Equitable.
<b>LEGAL:</b>	N/A





# EQUITABLE

September 29, 2023

City of Cartersville, Georgia  
1 N Erwin Street  
Cartersville GA 30120

Re: Group #008574

Thank you for allowing us to provide coverage to help support your employees' needs. Our products are designed to meet the highest standards of a competitive modern workforce.

We have conducted a review of your current benefit plans. Based on this review, we are pleased to extend the current rates for your benefit plans with no changes. Effective January 01, 2024, your rates will remain at their current levels.

If you have any questions regarding your rates or the renewal process, the Equitable Sales and Account Management team are available to assist you in with all your employee benefit needs. We value your business and look forward to continuing to provide employee benefits that meet your changing needs.

Sincerely,

Equitable

cc: Jerry Milam



# EQUITABLE

Coverage	Rate Basis	Lives	Volume	Current Rate	Renewal Rate	Current Monthly Premium	Renewal Monthly Premium	Rate Action	Next Renewal Date
Basic Life	Per \$1,000	379	\$34,824,500	\$0.299	\$0.299	\$10,412.53	\$10,412.53	0%	01/01/2026
Basic AD&D	Per \$1,000	379	\$34,824,500	\$0.020	\$0.020	\$696.49	\$696.49	0%	01/01/2026
Basic Dependent Life	Per Unit	0	\$0	\$1.250	\$1.250	\$0.00	\$0.00	0%	01/01/2026
Basic Life	Per \$1,000	138	\$991,000	\$0.299	\$0.299	\$296.31	\$296.31	0%	01/01/2026
Short Term Disability Plan	Per \$10 WCB	50	\$28,583	\$0.820	\$0.820	\$2,343.81	\$2,343.81	0%	01/01/2026
Long Term Disability	Per \$100 MCP	140	\$758,046	\$0.240	\$0.240	\$1,819.31	\$1,819.31	0%	01/01/2026
Long Term Disability	Per \$100 MCP	239	\$942,018	\$0.240	\$0.240	\$2,260.84	\$2,260.84	0%	01/01/2026
Supplemental Life				Age Banded Rates Shown Below	Age Banded Rates Shown Below	Premium based on rates and volume by age band	Premium based on rates and volume by age band		
Supplemental AD&D	Per \$1,000	379	\$0	\$0.023	\$0.023	\$0.00	\$0.00	0%	01/01/2026
Supplemental Spouse Life				Age Banded Rates Shown Below	Age Banded Rates Shown Below	Premium based on rates and volume by age band	Premium based on rates and volume by age band		
Supplemental Spouse AD&D	Per \$1,000	0	\$0	\$0.020	\$0.020	\$0.00	\$0.00	0%	01/01/2026
Supplemental Child Life	Per \$1,000	0	\$0	\$0.131	\$0.131	\$0.00	\$0.00	0%	01/01/2026
Supplemental Child AD&D	Per \$1,000	0	\$0	\$0.010	\$0.010	\$0.00	\$0.00	0%	01/01/2026
<b>Total Premium</b>						<b>\$21,712.82</b>	<b>\$21,712.82</b>		



# EQUITABLE

Employee Renewal Quote for Amendment Quote for Supplemental Life									
Age Band	Rate Basis	Lives	Volume	Current Rate	Renewal Rate	Current Monthly Premium	Renewal Monthly Premium	Rate Action	Next Renewal Date
< 25	Per \$1,000	27	\$40,000	\$0.098	\$0.098	\$3.92	\$3.92	0%	01/01/2026
25-29	Per \$1,000	49	\$800,000	\$0.117	\$0.117	\$93.60	\$93.60	0%	01/01/2026
30-34	Per \$1,000	53	\$1,200,000	\$0.124	\$0.124	\$148.80	\$148.80	0%	01/01/2026
35-39	Per \$1,000	52	\$850,000	\$0.154	\$0.154	\$130.90	\$130.90	0%	01/01/2026
40-44	Per \$1,000	44	\$1,940,000	\$0.204	\$0.204	\$395.76	\$395.76	0%	01/01/2026
45-49	Per \$1,000	38	\$1,420,000	\$0.304	\$0.304	\$431.68	\$431.68	0%	01/01/2026
50-54	Per \$1,000	42	\$1,830,000	\$0.493	\$0.493	\$902.19	\$902.19	0%	01/01/2026
55-59	Per \$1,000	43	\$1,180,000	\$0.842	\$0.842	\$993.56	\$993.56	0%	01/01/2026
60-64	Per \$1,000	21	\$570,000	\$1.335	\$1.335	\$760.95	\$760.95	0%	01/01/2026
65-69	Per \$1,000	7	\$10,000	\$2.217	\$2.217	\$22.17	\$22.17	0%	01/01/2026
70-74	Per \$1,000	2	\$0	\$3.844	\$3.844	\$0.00	\$0.00	0%	01/01/2026
75-79	Per \$1,000	0	\$0	\$6.372	\$6.372	\$0.00	\$0.00	0%	01/01/2026
80+	Per \$1,000	1	\$0	\$6.372	\$6.372	\$0.00	\$0.00	0%	01/01/2026
Total Premium						\$3,883.53	\$3,883.53		

Spouse Renewal Quote for Amendment Quote for Supplemental Life									
Age Band	Rate Basis	Lives	Volume	Current Rate	Renewal Rate	Current Monthly Premium	Renewal Monthly Premium	Rate Action	Next Renewal Date
< 25	Per \$1,000	0	\$0	\$0.085	\$0.085	\$0.00	\$0.00	0%	01/01/2026
25-29	Per \$1,000	0	\$0	\$0.102	\$0.102	\$0.00	\$0.00	0%	01/01/2026
30-34	Per \$1,000	0	\$0	\$0.108	\$0.108	\$0.00	\$0.00	0%	01/01/2026
35-39	Per \$1,000	0	\$0	\$0.134	\$0.134	\$0.00	\$0.00	0%	01/01/2026
40-44	Per \$1,000	0	\$0	\$0.177	\$0.177	\$0.00	\$0.00	0%	01/01/2026
45-49	Per \$1,000	0	\$0	\$0.264	\$0.264	\$0.00	\$0.00	0%	01/01/2026
50-54	Per \$1,000	0	\$0	\$0.429	\$0.429	\$0.00	\$0.00	0%	01/01/2026
55-59	Per \$1,000	0	\$0	\$0.732	\$0.732	\$0.00	\$0.00	0%	01/01/2026
60-64	Per \$1,000	0	\$0	\$1.161	\$1.161	\$0.00	\$0.00	0%	01/01/2026
65-69	Per \$1,000	0	\$0	\$1.928	\$1.928	\$0.00	\$0.00	0%	01/01/2026
70-74	Per \$1,000	0	\$0	\$3.343	\$3.343	\$0.00	\$0.00	0%	01/01/2026
75-79	Per \$1,000	0	\$0	\$5.541	\$5.541	\$0.00	\$0.00	0%	01/01/2026
80+	Per \$1,000	0	\$0	\$5.541	\$5.541	\$0.00	\$0.00	0%	01/01/2026
Total Premium						\$0.00	\$0.00		





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	October 19, 2023
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Retiree Medical Insurance Renewal
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	United Healthcare has been providing our retiree insurance coverage for many years. We have received their proposal to move to the United Healthcare Group Medicare Advantage (PPO) plan for 2024, which has more coverage available to our retirees. After reviewing the renewal options and discussing with a city retiree, I recommend the renewal with United Healthcare for Group Medicare Advantage insurance coverage for 2024.
<b>LEGAL:</b>	N/A

# UnitedHealthcare Group Medicare Advantage (PPO) City of Cartersville

2024 City of Cartersville NPPO MAPD Opt 1 v1

1/ 1/2024 - 12/31/2024

Rates for: 1/1/2024 - 12/31/2024

Plan Year: 2024

Total Premium*	Quote Name	Product Combination	Quoted Membership	UHC Rate ID	Quoted Service Area
\$348.39	2024 City of Cartersville NPPO MAPD Opt 1 v1	MAPD	112	RP-28851	National

## Stipulations

- This is a Preliminary quote effective 1/1/2024 - 12/31/2024. The situs state is Georgia.
- To ensure proper claim adjudication effective 1/1/2024, it is imperative that we have final 1/1/2024 plan design decisions from employers as soon as possible. Final decisions received after 11/1/2023 could be problematic in terms of claim adjudication on 1/1/2024.
- If the enrollment were to change by more than +/- 10% from the submitted census, we reserve the right to adjust the rates.
- The premium rate quoted herein assumes that premiums are due in full on a monthly basis on or before the last business day of the month.
- 9 Pre-65 Medicare eligible retirees are included.
- Quote assumes \$0.00 PMPM commission level.
- United reserves the right to modify its 2024 rates in the event of changes to existing laws, regulations, or any new legislation, assessments, taxes, and/or marketplace changes to the Medicare Advantage and Part D programs that will have an impact to the program costs or revenue, including but not limited to: (i) any changes to the Part D program including, but not limited to, any current proposals or legislation that have not yet been finalized (Please note that this proposal does account for the portions of the Inflation Reduction Act that are effective 1/1/2023 and 1/1/2024 but does not account for any impacts due to the portions of the Inflation Reduction Act that are scheduled to become effective 1/1/2025 and forward); (ii) changes in the methodology used to calculate CMS payments including any changes due to EGWP bid waiver; (iii) any plan design changes required by the applicable regulatory authority (i.e. mandated benefits); (iv) any Force Majeure event, including but not limited to national pandemic, act of God, acts of terrorism, or anything beyond United's reasonable control; or (v) as otherwise permitted in our contract. This quote assumes that the Point-of Sale (POS) Rebate Rule will not be effective as of January 1, 2024. If the POS Rebate Rule becomes effective as of January 1, 2024, United will modify the 2024 rates accordingly.
- If members who have previously opted out are to be allowed back into the plan, then this fact must be disclosed at the time of quote.
- Please note the following with regard to the drug coverage on these MAPD products: (i) We reserve the right to change our Part D formulary for calendar year 2024 . We also reserve the right to change our pharmacy benefit manager and/or our pharmacy network for calendar year 2024. (ii) There is a specific, Part D drug formulary that applies to all of our MAPD plan offerings. (iii) All Part D prescription drug coverage is considered to be creditable, therefore Creditable Coverage Notices are not required.
- This quote assumes that the employer pays 50% of the premium.
- While we make every effort to honor the rates quoted (notwithstanding the other quote stipulations below), we reserve the right to change these preliminary rates and/or the plan designs quoted based on the final call letter from CMS and the actual National average Part D bid for 2024
- These rates are quoted on a full replacement basis.

\* Premium Rates are Per Member Per Month (PMPM)

Proprietary and Confidential

## Medical Coverage

Benefit Name	In Network Services	Out of Network Services
Annual Medical Deductible	None	None
Annual Medical Out-of-Pocket Maximum	\$0	\$0
Is Annual Medical Out-of-Pocket Maximum combined for IN and OUT of network?	Yes	



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	October 19, 2023
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Distribution Tree Trim/Clearing Easement with Georgia Power
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Georgia Power has approached the city regarding an easement to allow them to maintain the tree height on a parcel near River Shoals owned by the city. The Gas Department has reviewed the easement and doesn't have concerns or objections with the easement with Georgia Power. Therefore, I recommend approval of this easement.
<b>LEGAL:</b>	N/A





Meeting: October 19, 2023 Item 7.

31 Ellis Circle  
Chatsworth, GA 30705  
[X2mhunt@southernco.com](mailto:X2mhunt@southernco.com)  
404-323-1075

09/12/2023

**RE: Georgia Power Tree Trim/Clearing Distribution Project in Bartow County**

RE: 2023060346-009

My name is Melissa Hunt, and I am a Land Agent assigned to the Georgia Power project that includes Tax Parcel ID#C127-0002-002. Georgia Power Company ("GPC") is working on a tree trim/clearing project to increase service reliability in your area. As you may already know, during inclement weather trees and limbs located too close to power lines can fall into the lines, resulting in flickering lights, power outages or even property damage. To help GPC continue providing safe and reliable service to residents and businesses in your area, we would like to acquire rights in the form of a tree trim/clearing easement on your property located on River Shoals Drive. The easement is approximately 17 linear feet in length.

The easement we seek will grant GPC permission to trim, cut or remove all trees and other obstructions located within twenty feet (20') from the center line of the pole (the "Easement Area"). In addition, the easements will allow GPC to trim, cut, or remove any branches that overhang into the Easement Area even if the tree itself is located outside of the Easement Area.

Even if you don't have trees or other obstructions located within the Easement Area, GPC would still like to acquire a tree trim/clearing easement from you so it can keep the Easement Area clear and free from obstructions well into the future.

This is a voluntary project, and you are not obligated to participate. However, GPC is willing to compensate you for the rights it seeks, with the amount to be based upon the length of the easement.

If you would be so kind as to contact me at 404-323-1075 or [x2mhunt@southernco.com](mailto:x2mhunt@southernco.com) I would greatly appreciate it! Thank you for your assistance—I look forward to hearing from you!

Compensation: \$300.00

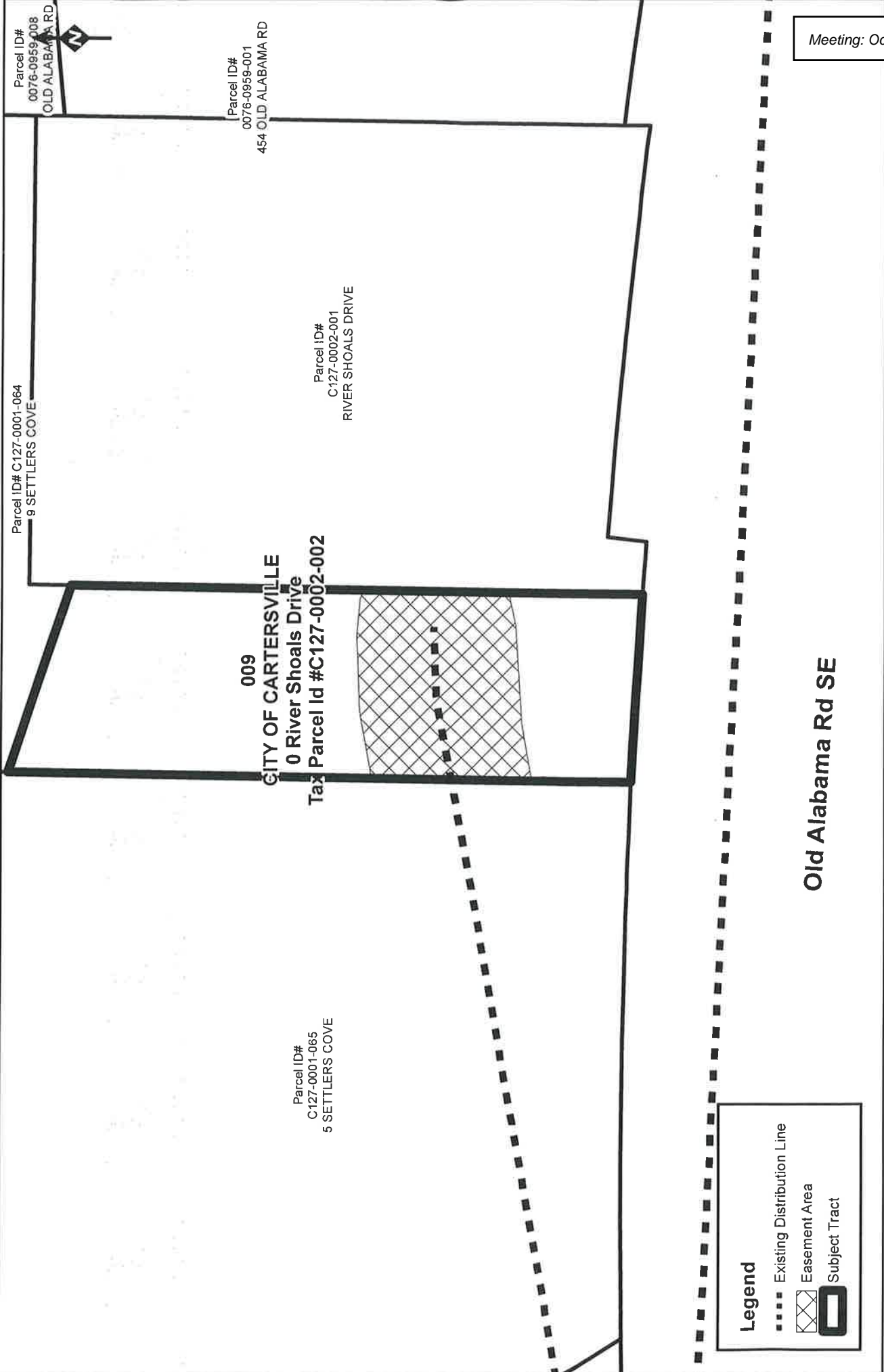
With kindest regards,

**Melissa Hunt**  
Acquisition Representative,  
Contract Land Staff LLC



In support of Georgia Power Company





Parcel ID#  
0076-0959-008  
OLD ALABAMA RD

Parcel ID#  
0076-0959-001  
454 OLD ALABAMA RD

Parcel ID# C127-0001-064  
9 SETTLERS COVE

Parcel ID#  
C127-0002-001  
RIVER SHOALS DRIVE

009  
CITY OF CARTERSVILLE  
0 River Shoals Drive  
Tax Parcel Id #C127-0002-002

Parcel ID#  
C127-0001-065  
5 SETTLERS COVE

Meeting: October 19, 2023 Item 7.

RED TOP MOUNTAIN - TREE TRIM  
E7882-KDS RECLOSER KK863  
(BARTOW COUNTY)  
DISTRIBUTION LINE  
LIMS: 2023060346

Exhibit A  
PARCEL 009

MAP NOT BASED ON SURVEY DATA  
Structure and line locations based on Pre-Engineering  
data and subject to change.

NOT TO SCALE

Prepare Date: 7/7/2023

**Legend**

- ..... Existing Distribution Line
-  Easement Area
-  Subject Tract

Old Alabama Rd SE

LAND LOT: 958  
DISTRICT: 4



Tree Trim easement is measured 20 feet  
from either side of existing Distribution Line

After recording, return to:  
Georgia Power Company  
Attn: Land Acquisition (Recording)  
241 Ralph McGill Blvd NE  
Bin 10151  
Atlanta, GA 30308-3374

-----  
PROJECT 2023060346      LETTER FILE      DEED FILE      MAP FILE  
ACCOUNT NUMBER    11051327-GPC9596-0-12.02.01  
NAME OF LINE/PROJECT: RED TOP MOUNTAIN - TREE TRIM - E7882-KDS RECLOSER KK8633 (BARTOW COUNTY) -DL  
  
PARCEL NUMBER 009  
-----

STATE OF GEORGIA  
BARTOW COUNTY

**DISTRIBUTION TREE TRIM / CLEARING EASEMENT**

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, CITY OF CARTERSVILLE (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is PO Box 1390, Cartersville, GA 30120-1390, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to cut, trim, remove, clear and keep clear any and all trees and other obstructions located on the Easement Area (as defined below), as well as the right, privilege and easement to cut, trim and/or remove any trees which now or may hereafter endanger the electric transmission and/or distribution lines and/or communication lines of the Company, its successors and assigns now constructed or which may hereafter be constructed on or adjacent to the Property (as defined below) and the right of ingress and egress over the Property to and from the Easement Area in connection therewith.

The "Property" is defined as that certain tract of land owned by the Undersigned at 0 RIVER SHOALS DRIVE, CARTERSVILLE, GA 30120 (Tax Parcel ID No. C127-0002-002) in Land Lot 958, SECTION 3 of the 4 District of Bartow County, Georgia.

The "Easement Area" is defined as the portion of the Property located within twenty (20) feet of the centerline of the existing overhead of the existing electric transmission, distribution and/or communication lines of the Company, such Easement area being more particularly shown on "Exhibit A" attached hereto and made a part hereof.

[Signature(s) on Following Page(s)]



PARCEL 009

NAME OF  
LINE/PROJECT:

RED TOP MOUNTAIN - TREE TRIM - E7882-KDS RECLOSER  
KK8633 (BARTOW COUNTY) -DL

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed and delivered in the CITY OF CARTERSVILLE presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_ (SEAL)  
Name:  
Title:

[CORPORATE SEAL]

**Payment Request Form**

Owner Name: City of Cartersville  
LIMS Project & Parcel: 2023060346-009  
Agent Name: Melissa Hunt  
Payment Amount: \$300.00  
Verified By: \_\_\_\_\_

**Payment Options (Select one – Check or Zelle)**

**Check**

Payable To: City of Cartersville  
Street Address: 1 N Erwin Street  
City, State & Zip: Cartersville, GA 30120  
Phone No: (770) 387-5616  
E-mail Address: dporta@cartersvillega.gov

**Zelle Electronic Payment** (*In addition to above items*, owner must select **one** of the following.)

E-mail Address: \_\_\_\_\_  
Or  
U.S. Mobile No: \_\_\_\_\_

By selecting one of the above options, I hereby authorize payment by the chosen method.

- By selecting the first option, I understand that a paper check will be processed and delivered by Federal Express to me at the street address provided within 2-4 weeks.
- By selecting the second option, I understand that a notification message will be sent via e-mail or text message to my e-mail address or U. S. mobile phone number with instructions for completing the electronic payment process from Bank of America to my bank account. This should be processed within 2-4 business days. Further, if my e-mail address or U.S. mobile number is not currently enrolled with the Zelle payment system, I understand that I am responsible for associating the provided notification method with my bank account by following the instructions in the notification message and/or contacting my bank for assistance.

Prior to processing payments of \$600.00 or more, I also understand that I must complete an IRS-required Form W-9 to collect information which Southern Company will report according to law.

Owner's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	October 19, 2023
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Gas
<b>AGENDA ITEM TITLE:</b>	Assignment and Assumption Agreement
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	As part of the City’s membership in the Gas Authority (MGAG) and to comply with the Federal Energy Regulatory Commission’s (FERC) rules, the Gas System is requesting to transfer ownership of an existing natural gas pre-pay contract with the Tennessee Energy Acquisition Corporation (TEAC) to the Gas Authority. The logistics and billing associated with the contract will be handled by the Gas Authority until the contract’s end date of December 2026. The City will, however, still realize the full discount amount for the remainder of the contract period.
<b>LEGAL:</b>	Approved by the City Attorney’s office.



## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is made as of September 1, 2023, by and between City of Cartersville, Georgia (the “City”), and the Municipal Gas Authority of Georgia (“Gas Authority”).

### RECITALS

WHEREAS, City is a new member of the Gas Authority and has entered into that certain Gas Supply Contract, dated as of September 1, 2023 (“Gas Supply Contract”), with the Gas Authority; and

WHEREAS, City has entered into certain agreements (each an “Agreement” and together the “Agreements”), a list of which is set forth as Exhibit A hereto; and

WHEREAS, City and Gas Authority find it mutually beneficial and operationally efficient to assign from City to Gas Authority all of City’s rights and obligations under the Agreements subject to the terms of this Assignment as Gas Authority has been established as the successor in interest to City in all respects except as provide herein; and

### AGREEMENTS

NOW, THEREFORE, in consideration of the recitals and the mutual promises, covenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. City hereby assigns, transfers, and conveys to Gas Authority all of its right, title, and interest in, to, and under the Agreements, and delegates to Gas Authority all of its duties and obligations under the Agreements; provided however that City will remain contingently liable under such Agreement to the extent of any substantive failure by the Gas Authority to comply with the terms thereof.
2. Acceptance and Assumption. Gas Authority hereby accepts the foregoing assignment and expressly assumes, confirms, and agrees to perform and observe all of the covenants, agreements, terms, conditions, obligations, duties, and liabilities of City under the Agreements, including any future obligations set forth therein. From and after the date of this Assignment, Gas Authority is and will be bound by, and will enjoy the benefits of, the Agreements as if Gas Authority had been a party thereto from the original execution and delivery thereof, pursuant to the terms and conditions of the Agreements; provided however, gas received under the Agreements will be received on behalf of, and supplied to, City under the Gas Supply Contract.
3. Resigning Member Status. Notwithstanding anything else herein to the contrary, if the City elects Resigning Member Status as provided in the Gas Supply Contract, the Gas Authority will (subject to the rights of the counterparties to each of the respective Agreements) seek to assign the Agreements back to City in accordance with their terms and the City will (subject to the rights of the counterparties to each of the respective Agreements) assume the Agreements in accordance with their terms and as of the effective date of the assignment under the respective Agreement. The City and Gas Authority acknowledge that the one of the Agreements covered by this Assignment is that certain Base Contract for the Sale and Purchase of Natural Gas, as supplemented by the Special Provisions

Error! Unknown document property name.

thereto, between the City and The Tennessee Energy Acquisition Corporation (“TEAC”), dated as of December 1, 2006 (the “TEAC Supply Contract”). The City and Gas Authority further acknowledge that the TEAC Supply Contract was executed in connection with a prepayment transaction undertaken by TEAC pursuant to a Prepaid Natural Gas Agreement between TEAC and J. Aron & Company (“J. Aron”) and that, in connection with the execution of this Assignment, J. Aron has agreed to purchase certain receivables owed by Gas Authority under the TEAC Supply Contract pursuant to an amendment, dated as of the date hereof, to that certain Amended and Restated Receivables Purchase Agreement dated as of November 26, 2013. Accordingly, the City and Gas Authority acknowledge that, in the event the City elects Resigning Member Status, TEAC shall have the right to consent to the assignment of the TEAC Supply Agreement to the City and that TEAC’s ability to provide such consent is expressly contingent on, *inter alia*, J. Aron’s willingness to reassume liability for the City’s receivables under the Receivables Purchase Agreement.

- 4. Counterpart Execution. This Assignment may be executed in counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.
- 5. Governing Law. This Assignment will be governed by, interpreted, and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first above written.

City of Cartersville, Georgia  
 (“City”)

Attest:

\_\_\_\_\_  
Title: City Clerk

(Seal)

By: \_\_\_\_\_  
Name: Matt Santini  
Title: Mayor

Municipal Gas Authority of Georgia  
 (“Gas Authority”)

Attest:

\_\_\_\_\_  
Title: Assistant Secretary-Treasurer

(Seal)

By: \_\_\_\_\_  
Name: Arthur C. Corbin  
Title: President and Chief Executive Officer

Acknowledged and Consented to by  
 [Prepayment Counterparty]:

By: \_\_\_\_\_  
Its:

Error! Unknown document property name.

**EXHIBIT A**

**LIST OF AGREEMENTS TO BE ASSIGNED:**

**SEE ATTACHED**

**Error! Unknown document property name.**



Base Contract for Sale and Purchase of Natural Gas

Meeting: October 19, 2023 Item 8.

This Base Contract is entered into as of the following date: December 1, 2006. The parties to this Base Contract are the following:

The Tennessee Energy Acquisition Corporation  
 1808 Ashland City Rd, Suite A, Clarksville, TN 37043  
 Duns Number: 96-813-8156  
 Contract Number: \_\_\_\_\_  
 U.S. Federal Tax ID Number: 62-1642379

and City of Cartersville, Georgia  
 P.O. Box 1390, Cartersville, GA 30120  
 Duns Number: 08-435-1477  
 Contract Number: \_\_\_\_\_  
 U.S. Federal Tax ID Number: 58-6000534

**Notices:**

SAME AS ABOVE  
 Attn: Rhonda J. Wall  
 Phone: (931) 920-3499 Fax: (931) 920-3503

SAME AS ABOVE  
 Attn: Gary Riggs - Gas Dept.  
 Phone: (770) 387-5642 Fax: (770) 387-5638

**Confirmations:**

SAME AS ABOVE  
 Attn: Rhonda J. Wall  
 Phone: (931) 920-3499 Fax: (931) 920-3503

SAME AS ABOVE  
 Attn: Gary Riggs - Gas Dept.  
 Phone: (770) 387-5642 Fax: (770) 387-5638

**Invoices and Payments:**

SAME AS ABOVE  
 Attn: Rhonda J. Wall  
 Phone: (931) 920-3499 Fax: (931) 920-3503

SAME AS ABOVE  
 Attn: Gary Riggs - Gas Dept.  
 Phone: (770) 387-5642 Fax: (770) 387-5638

**Wire Transfer or ACH Numbers (if applicable):**

BANK: Bank of America  
 ABA: 026009593  
 ACCT: 000 112528302  
 Other Details: Acct Name: TN Energy Acquisition Corporation

BANK: BB&T  
 ABA: 061113415  
 ACCT: 5145195553  
 Other Details: Acct Name: City of Cartersville Purchasing Acct

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select only one box from each section:

<b>Section 1.2</b> Transaction Procedure <input type="checkbox"/> Oral (default) <input checked="" type="checkbox"/> Written	<b>Section 7.2</b> Payment Date <input type="checkbox"/> 25 <sup>th</sup> Day of Month following Month of delivery (default) <input checked="" type="checkbox"/> 23 <sup>rd</sup> Day of Month following Month of delivery, or if the 23 <sup>rd</sup> is not a Business Day, then the next preceding Business Day
<b>Section 2.5</b> Confirm Deadline <input checked="" type="checkbox"/> 2 Business Days after receipt (default) <input type="checkbox"/> _____ Business Days after receipt	<b>Section 7.2</b> Method of Payment <input checked="" type="checkbox"/> Wire transfer (default) <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check
<b>Section 2.6</b> Confirming Party <input checked="" type="checkbox"/> Seller (default) <input type="checkbox"/> Buyer	<b>Section 7.7</b> Netting <input type="checkbox"/> Netting applies (default) <input checked="" type="checkbox"/> Netting does not apply
<b>Section 3.2</b> Performance Obligation <input checked="" type="checkbox"/> Cover Standard (default) <input type="checkbox"/> Spot Price Standard  <b>Note: The following Spot Price Publication applies to both of the immediately preceding.</b> <b>Section 2.26</b> Spot Price Publication <input checked="" type="checkbox"/> Gas Daily Midpoint (default) <input type="checkbox"/> _____	<b>Section 10.3.1</b> Early Termination Damages <input type="checkbox"/> Early Termination Damages Apply (default) <input checked="" type="checkbox"/> Early Termination Damages Do Not Apply  <b>Section 10.3.2</b> Other Agreement Setoffs <input type="checkbox"/> Other Agreement Setoffs Apply (default) <input checked="" type="checkbox"/> Other Agreement Setoffs Do Not Apply  <b>Section 14.5</b> Choice Of Law Tennessee (provided that the authority of Buyer to enter into and perform its obligations under this Contract shall be determined in accordance with the laws of Georgia)
<b>Section 6</b> Taxes <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) <input type="checkbox"/> Seller Pays Before and At Delivery Point	<b>Section 14.10</b> Confidentiality <input checked="" type="checkbox"/> Confidentiality applies (default) <input type="checkbox"/> Confidentiality does not apply
<input checked="" type="checkbox"/> Special Provisions Number of sheets attached: Eight <input type="checkbox"/> Addendum(s): _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

The Tennessee Energy Acquisition Corporation  
 Party Name  
 By [Signature]  
 Name: Mark McCutchen  
 Title: President and General Manager

City of Cartersville, Georgia  
 Party Name  
 By [Signature]  
 Name: Michael G. Fields  
 Title: Mayor

Attested By [Signature]  
 Name: Dandra F. Clines  
 Title: City Clerk

# General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas

## SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.7.

**The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.**

### Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

### Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract. However, nothing herein shall be construed as a waiver of any objection to the admissibility of such evidence.

## SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

2.2. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.

2.3. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).

- 2.4. "Business Day" shall mean any day except Saturday, Sunday or Federal Reserve Bank holidays.
- 2.5. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.6. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.7. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation.
- 2.8. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.9. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.10. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.11. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature.
- 2.12. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.13. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.14. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.15. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.16. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.17. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.18. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.19. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.20. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.21. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.22. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.23. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.24. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.25. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.26. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average



of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.27. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.28. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.29. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

### SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

**The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.**

**Cover Standard:**

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s); or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s); or (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available, then the sole and exclusive remedy of the performing party shall be any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller and received by Buyer for such Day(s). Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

**Spot Price Standard:**

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

### SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

### SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

### SECTION 6. TAXES

**The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.**

**Buyer Pays At and After Delivery Point:**

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

**Seller Pays Before and At Delivery Point:**

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

### SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

## SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 14.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

## SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payments and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

## SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount and for the term reasonably acceptable to X, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or a performance bond or guaranty (including the issuer of any such security).

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; or (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law or that are, in the reasonable opinion of the Non-Defaulting Party, commercially impracticable to liquidate and terminate ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is reasonably practicable, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.



**The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.**

**Early Termination Damages Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

**Early Termination Damages Do Not Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

**The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.**

**Other Agreement Setoffs Apply:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff (i) any Net Settlement Amount owed to the Non-Defaulting Party against any margin or other collateral held by it in connection with any Credit Support Obligation relating to the Contract; or (ii) any Net Settlement Amount payable to the Defaulting Party against any amount(s) payable by the Defaulting Party to the Non-Defaulting Party under any other agreement or arrangement between the parties.

**Other Agreement Setoffs Do Not Apply:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount owed to the Non-Defaulting Party against any margin or other collateral held by it in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount shall accrue from the date due until the

date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

### SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Agreement; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

### SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6 and Section 10, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

### SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

### SECTION 14. MISCELLANEOUS

14.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

14.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

14.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

14.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

14.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

14.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

14.7. There is no third party beneficiary to this Contract.

14.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

14.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

14.10. Unless the parties have elected on the Base Contract not to make this Section 14.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, or (iv) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

14.11 The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties.

**DISCLAIMER:** The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.



TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: <u>December 1, 2006</u> Transaction Confirmation #: _____
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This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated December 1, 2006. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

**SELLER:**  
The Tennessee Energy Acquisition Corporation  
1808 Ashland City Road, Suite A  
Clarksville, TN 37043  
 Attn: J. Mark McCutchen  
 Phone: (931) 920-3499  
 Fax: (931) 920-3503  
 Base Contract No. \_\_\_\_\_  
 Transporter: \_\_\_\_\_  
 Transporter Contract Number: \_\_\_\_\_

**BUYER:**  
City of Cartersville, Georgia  
P.O. Box 1390  
Cartersville, GA 30120  
 Attn: Gary Riggs - Gas Dept.  
 Phone: (770) 387-5642  
 Fax: (770) 387-5638  
 Base Contract No. \_\_\_\_\_  
 Transporter: \_\_\_\_\_  
 Transporter Contract Number: \_\_\_\_\_

Contract Price: \$ Index - 45¢ per MMBtu

Delivery Period: Begin: January 1, 2007 End: December 31, 2026

**Performance Obligation and Contract Quantity:** (Select One)

**Firm (Fixed Quantity):**

3,000 MMBtus/day during April-October; 4,000 MMBtus/day during March and November; 5,000 MMBtus/day during December-February.

**Delivery Point(s):** Southern Natural Gas - Zone 0 Pool.

**Special Conditions:**

Seller: The Tennessee Energy Acquisition Corporation  
 By: J. Mark McCutchen *J. Mark McCutchen*  
 Title: President and General Manager  
 Date: 12/20/2006

Buyer: City of Cartersville, Georgia  
 By: Michael G. Fields *Michael G. Fields*  
 Title: Mayor  
 Date: 12/15/2006

Attested By: *Andrea E. Clark*  
 Title: City Clerk  
 Date: 12/15/2006



# City of Cartersville

G A S D E P A R T M E N T

Meeting: October 19, 2023 Item8.

September 1, 2023

Mr. Taylor Sherwood  
President and General Manager  
Tennessee Energy Acquisition Corporation  
2690 Townsend Court  
Clarksville, TN 37043

Re: Assignment of Gas Supply Agreement

Mr. Sherwood:

In accordance with that certain Base Contract for the Sale and Purchase of Natural Gas, as supplemented by the Special Provisions thereto, between the City of Cartersville, Georgia (the "City") and The Tennessee Energy Acquisition Corporation ("TEAC"), dated as of December 1, 2006 (the "TEAC Supply Contract"), the City hereby provides notice that it seeks to assign all of its right, title, interest and obligations under the TEAC Supply Contract to the Municipal Gas Authority of Georgia effective as of September 1, 2023.

Please acknowledge TEAC's consent to such assignment by returning a signed copy of this letter to my attention.

City of Cartersville, Georgia

Attest:

By: \_\_\_\_\_

\_\_\_\_\_

Name: Matt Santini

Title: City Clerk

Title: Mayor

(Seal)

Acknowledged and Accepted:

\_\_\_\_\_  
By: Taylor Sherwood  
President and General Manager  
Tennessee Energy Acquisition Corporation



*"Providing dependable service while preserving an exceptional quality of life."*

P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120  
Telephone: 770-387-5642 • Fax: 770-387-5638 • [www.cityofcartersville.org](http://www.cityofcartersville.org)





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	October 19, 2023
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Gas
<b>AGENDA ITEM TITLE:</b>	Towable Compressors
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>The Gas System has two air compressors that are towable and used for powering jackhammers, tapping machines, and various other pneumatic tools. These compressors were purchased in 1999 and 2000 respectively, and now need to be replaced due to mechanical issues and the unavailability of parts. The Gas System requested quotes from different suppliers and received three in total. Out of all the quotes received, Yancey Rents of Austell, GA provided the lowest quote of \$48,000.00 for two compressors. As these are budgeted items, it is recommended that Council approves the purchase of the new compressors.</p>
<b>LEGAL:</b>	N/A





# Sales Quote

Meeting: October 19, 2023 Item9.

## Quote Q40131

557 LEE INDUSTRIAL BLVD., AUSTELL, GA 30168  
AUSTELL 770-819-5208

MON - FRI 7:00-5:00  
SAT/SUN CLOSED  
www.yanceyrents.com

Invoice Amount: **\$48,000.00**  
PO #: **SIGNED ORDER**

Invoice Date: **10/13/2023 Fri**

Bill to: **CITY OF CARTERSVILLE**  
**PO BOX 1390**  
**CARTERSVILLE, GA 30120-1390**

Jobsite: **CPU AUSTELL**  
Contact: **MICHAEL DICKSON**  
Phone: **678.721.5462**  
**PO BOX 1390**  
**CARTERSVILLE, GA**  
**30120-1390**

Customer: **903072**

Written By: **Drake Dodd**  
Sales Rep: **TAYLOR TEAGUE**

Signed By:  
Order By: **MICHAEL DICKSON**

QTY	DESCRIPTION	PRICE	EXTENDED
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### Sale Items

1.0	ID:YR2223434 SERIAL:UVC203475 MODEL:XAS18 AIR COMPRESSOR 185 CFM	24,000.00	24,000.00
1.0	ID:YR2223436 SERIAL:UVC203364 MODEL:XAS18 AIR COMPRESSOR 185 CFM	24,000.00	24,000.00

SOURCEWELL TERMS AND CONDITIONS HAVE BEEN APPLIED.  
SOURCEWELL  
SOURCEWELL CONTRACT #: 062320-CAT  
MEMBER #:

**Total: 48,000.00**

#### MAINTENANCE AND REPAIRS

Customer is responsible for daily maintenance, keys and damage to tires, and undercarriage. Any damages to the Equipment or accessories incurred in operation, transportation, or other use of the Equipment, whether due to abuse, negligence or misuse, will be charged to the Customer.

#### DAMAGES

Customer assumes all risk of loss or damage and agrees to pay YANCEY the cost of repair and pay rental on the Equipment at YANCEY'S regular rates until all repairs are completed. The cost of repair will be at YANCEY'S prevailing rates for labor, parts and supplies. If the Equipment is lost, stolen, or damaged beyond repair, Customer will pay YANCEY the then full replacement cost together with the full rental rate until such Equipment is replaced. Accrued rental charges shall not be applied against the cost of repair or replacement.

#### ADDITIONAL OR POTENTIAL CHARGES

Overtime usage, Lost key (\$10.00), Refueling, Environmental (2%), Cleaning, and any other non-returned ancillary pieces including cable.

**Safety Instructions:** Customer acknowledges receipt and understands the safety instructions necessary to operate Equipment on rent. By signing below, Customer acknowledges that Customer has read and accepted the terms and conditions set forth on all pages of this Agreement. Any person signing this Agreement represents that he or she has the authority to sign this Agreement and bind Customer to its terms and conditions.

#### RENTAL PROTECTION PLAN ("RPP")

Rental Protection Plan (RPP) IS NOT INSURANCE; IT IS AN OPTION THAT LIMITS YOUR LIABILITY. The Charge for RPP is 16% of the rental rate. If the customer accepts RPP, in consideration of the charge shown above, Yancey Rents agrees to waive certain Claims against the customer for loss of or damage to equipment in accordance with the terms and conditions set forth in the rental agreement and in the Rental Protection Guide. By accepting RPP and paying the additional fee, Yancey Rents will limit the equipment repair or replacement cost to The Customer's Share of Repair is lesser of 10% of replacement value of the Equipment, 10% of the cost of the repairs, or \$500 plus state and local taxes. Notwithstanding payment of the RPP fee, Customer is liable for all damages to the equipment.

#### OTHER

Customer must call to release Equipment and is responsible for Equipment until it is returned to or picked up by Yancey. Customer must return Equipment full of fuel or Yancey's current rate per gallon, including labor, will be charged. There will be no adjustments for non-productive time, whether due to weather conditions or any other conditions or circumstances.

SIGNATURE X \_\_\_\_\_

DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

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- Machine Purchase Terms are Net Due Upon Receipt of Invoice

Meeting: October 19, 2023 Item9.

# QUOTE

TERMS AND CONDITIONS

PRICE: THE PRICES LISTED ARE SUBJECT TO INCREASE IN THE EVENT (i) HIGHER PRICES ARE BEING GENERALLY QUOTED BY YANCEY BROS. CO. FOR SIMILAR EQUIPMENT AT THE TIME THE EQUIPMENT IS DELIVERED TO CUSTOMER, OR (ii) A CHANGE OCCURS IN THE CONTEMPLATED TIME OR MANNER OF DELIVERY. TITLE AND SECURITY INTEREST.

Meeting: October 19, 2023 Item 9.

- (a) In the event this Order provides for a lease of the Equipment to Customer, Customer hereby acknowledges and agrees that title to all such equipment and to all replacement parts... (b) In the event this Order provides for a sale of the Equipment to Customer, and Customer does not pay Yancey Bros. Co. in full for all obligations relating to the Equipment as designated by this Order upon or prior to Customer's purchase...

As used herein, the term "Equipment" shall mean all machinery and equipment described in the face of this Order, together with all parts, accessories, supplies, materials, and other items attached to or located on the Equipment, and, unless the context otherwise requires, shall also include all dealer preparation services related to the Equipment which Yancey Bros. Co. may agree to provide.

- 1. Acceptance: Applicable Terms and Conditions of Purchase. (a) This Equipment order shall become a contract between Customer and Yancey Bros. Co., subject to all terms and conditions set forth herein and on the reverse side hereof... (b) Acceptance of this Equipment Order is expressly limited to the terms and conditions set forth herein and on the reverse side hereof... 2. Payment: Customer hereby promises to pay to the order of Yancey Bros. Co. all amounts shown due on the reverse side hereof... 3. Credit and Default: Yancey Bros. Co. may, at any time and from time to time, upon the occurrence of any adverse change in the financial condition or creditworthiness of Customer, limit or cancel the credit of Customer as to time and amount... 4. Delivery Force Majeure: Yancey Bros. Co. makes no guarantee or warranty as to the exact date of shipment or delivery... 5. Yancey Bros. Co. shall not be liable for any non-delivery or delay in delivery of all or any part of the Equipment due to accidents, strikes, fires, floods, war, civil insurrections, government regulation, delay or inability to obtain labor material or services through Yancey Bros. Co.'s usual and regular sources, casualty, acts of God or any other conditions or causes of like or unlike nature beyond the control of Yancey Bros. Co. in any such event... a. Storage and Handling Charges. Yancey Bros. Co. may assess a service charge against Customer for handling, storing and transporting any of the Equipment ordered by Customer where Customer changes the terms of delivery from those set forth herein... b. Risk of Loss; Insurance. After delivery of Equipment to Customer, the risk of any loss, injury, or destruction of said Equipment shall be borne by Customer... c. Inspection and Notice of Nonconformity. Customer shall inspect the Equipment within five (5) days after the actual delivery of the Equipment at Customer's facilities or other location designated by Customer... d. Restrictions on Use. Customer shall comply with any and all limitations or restrictions, which may be imposed by Yancey Bros. Co. on the use and location of the Equipment where the Equipment is being leased to Customer or delivered to Customer prior to Customer's payment in full for the Equipment... e. Customer's Remedies. In the event the Equipment is covered by any warranty from the manufacturer of the Equipment, such warranty shall be Customer's sole and exclusive remedy with respect to any alleged defects in the Equipment... f. Power of Attorney. Customer does hereby irrevocably make, constitute and appoint Yancey Bros. Co. or any of its officers or designees Customer's true and lawful attorney in fact with full power and right to (i) complete, execute, and file any necessary or appropriate Uniform Commercial Code financing statements and similar documents evidencing or reflecting the grant by Customer of a security interest in and to the Equipment to Yancey Bros. Co., (ii) take possession of the Equipment and sell or cause to be sold such Equipment upon the occurrence of any default hereunder by Customer, and (iii) enter into and execute any and all agreements, conveyances, and other documents or instruments necessary or appropriate in connection with the enforcement by Yancey Bros. Co. of its rights and remedies upon the occurrence of any default hereunder by Customer... g. Indemnity. To the fullest extent permitted by law, Customer agrees to defend, indemnify, and hold harmless Yancey Bros. Co., and Yancey Bros. Co.'s officers, agents and employees from any and all claims, demand, actions, causes of action, damages, losses, costs and expenses (including reasonable attorney's fees) related to or arising from, in whole or in part, any act, error, omission, fault or negligence of Customer, Customer's officers, agents, employees, subcontractors, or anyone acting on Customer's behalf or for who actions Customer may be liable, related to the operation or use of equipment or goods leased under this contract... h. Limitation of Actions. Any judicial proceeding or other cause of action which Customer may bring against Yancey Bros. Co. for any alleged default in its obligations to Customer must be asserted or instituted within one (1) year after actual delivery of the Equipment to Customer or after such cause of action shall arise, whichever is later. i. Miscellaneous. (i) In the event more than one person, corporation, business association, or other entity constitutes the Customer identified on the reverse side hereof, all such persons, corporations, business associations, or other entities shall be jointly and severally liable to Yancey Bros. Co. for all indebtedness and obligations under this Order. (ii) Yancey Bros. Co. shall not, by any act, delay, omission or otherwise, be deemed to have waived any of the rights or remedies under this Order, and no waiver, whatsoever shall be valid against Yancey Bros. Co. unless in writing signed by an authorized representative of Yancey Bros. Co. and then only to the extent set forth herein. (iii) Except as otherwise expressly provided herein, any notice or communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid to Customer at Customer's address as the same appears on the reverse side hereof. Any such notice, if so mailed shall be deemed to have been received the third business day following such mailing. (iv) The provisions of this Order shall be binding upon and shall inure to the benefit of the respective successors, assigns, heirs, and legal representatives of Customer and Yancey Bros. Co.. (v) All rights and obligations under this Order, including matters of construction, validity and performance, shall be governed by the laws of the State of Georgia, including the provisions of the Uniform Commercial Code as enacted in said State. (vi) The various provisions of this Order are severable and any determination of invalidity, illegality, or unenforceability of any one provision hereunder shall have no bearing on the continuing force and effect of the remaining valid provisions hereof. (vii) Captions given to various sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. (viii) Customer hereby agrees that Customer will execute and deliver to Yancey Bros. Co. any and all instruments, agreements, or other documents requested by Yancey Bros. Co. which Yancey Bros. Co. deems necessary or appropriate in connection with the sale or lease of Equipment to Customer. 6. In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar, Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Initial \_\_\_\_\_ Date \_\_\_\_\_





Atlanta Compressor, LLC  
 123 Merchants Park Drive  
 Hoschton, GA 30548  
 4045515456  
 accounting@atlantaaircompressor.com  
 www.atlantaaircompressor.com  
 404-551-5456

**BILL TO**

City of Cartersville Gas  
 155 Old Mill Road  
 Cartersville, GA 30120 USA

<b>ESTIMATE</b> 42252884	<b>ESTIMATE DATE</b> Oct 13, 2023
-----------------------------	--------------------------------------

**JOB ADDRESS**

City of Cartersville Gas  
 155 Old Mill Road  
 Cartersville, GA 30120 USA

**Job:**

**ESTIMATE DETAILS**

City of Cartersville: Provide customer with CP 185-100 Diesel Portable towable  
 Atlas Copco Internals  
 Kubota Diesel Engine  
 3-5 week lead time

TASK	DESCRIPTION	QTY	PRICE	TOTAL
CPS185KoD	Diesel portable 185 CFM, Chicago Pneumatic	1.00	\$25,967.00	\$25,967.00
Chicago Pneumatic CPS				

**Materials**

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
Freight Charges - Equipment	Freight Charges	1.00	\$1,100.00	\$1,100.00

<b>POTENTIAL SAVINGS</b>	\$0.00
<b>SUB-TOTAL</b>	\$27,067.00
<b>TAX 0%</b>	\$0.00
<b>TOTAL</b>	\$27,067.00

Please note Atlanta Compressor LLC's Remit To Address:

123 Merchants Park Dr  
Hoschton, GA 30548

**CUSTOMER AUTHORIZATION**

By signing this I understand and authorize Atlanta Compressor to invoice for the following.

1. Service call fee of \$295 (up to 100 miles one way). Additional charge for longer distances.
2. Labor: Standard \$150/hr. Reciprocating \$120/hr. , Dryer \$200/hr. Oil-Free \$200/hr. round trip to and from Atlanta Compressor:  
123 Merchants Park Drive  
Hoschton, GA 30548
3. Overtime Labor/ Service call fee \$442.50 up to 100 miles one way and 1.5 times the rates above if outside of regular business hours M-F 7:30am - 4:30pm.
4. All parts used that customer approves while technician is onsite.
5. Estimate labor time are an approximate time for repairs, diagnostics, and preventive maintenance. Actual time will be billed
6. The following service is for the diagnostics, preventive maintenance, or repair of compressed air system.
7. All Credit Card Charges have a 4% processing fee applied to the invoice total.
8. All warranty related jobs are submitted to the manufacturer for approval. Atlanta Compressor cannot approve or deny a manufacturer's warranty. All warranty work must be performed during regular business hours M-F 7:30am -4:30pm. Warranty does not cover any overtime service call fees, labor, or expedited shipping. Any an all non warranty item will be billed directly to the customer.

Sign here

Date



**Our preferred method of payment is ACH or wire transfer**

**ACH INFO**

Truist Bank

Marilla James

MJames@bbandt.com

3480 Braselton Hwy

Dacula, GA 30019

Acct: 5247092120

Routing: 061113415

**Tax ID: 47-2687638**

**Sales Tax Exempt No.: 308-525160**

**Remit To:** 123 Merchants Park Drive – Hoschton, GA 30548

**Ship To & Bill To:** 123 Merchants Park Drive – Hoschton, GA 30548



Quote Id: 29760136

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Prepared For:

**CITY OF CARTERSVILLE GAS SYSTEM**

**DOBBS**

---

**E Q U I P M E N T**

Prepared By: **JOSH WILLIAMS**

Dobbs Equipment  
4500 Wendell Drive Sw  
Atlanta, GA 30336

Tel: 404-691-9445

Fax: 404-696-1170

Email: [joshua.williams@dobbsequipment.com](mailto:joshua.williams@dobbsequipment.com)

**Quote Summary**

**Prepared For:**  
 CITY OF CARTERSVILLE GAS SYSTEM  
 155 OLD MILL RD  
 CARTERSVILLE, GA 30120  
 Business: 404-867-3504  
 MDICKSON@CITYOFCARTERSVILLE.ORG

**Prepared By:**  
 JOSH WILLIAMS  
 Dobbs Equipment  
 4500 Wendell Drive Sw  
 Atlanta, GA 30336  
 Phone: 404-691-9445  
 joshua.williams@dobbsequipment.com

**Quote Id:** 29760136  
**Created On:** 09 October 2023  
**Last Modified On:** 09 October 2023  
**Expiration Date:** 30 November 2023

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
2023 ATLAS-COPCO XAS188 KD8 COMPRESSOR - UVC203310	\$ 28,406.00 X	1 =	\$ 28,406.00
2023 ATLAS-COPCO XAS188 KD8 COMPRESSOR	\$ 28,406.00 X	1 =	\$ 28,406.00
<b>Equipment Total</b>			<b>\$ 56,812.00</b>

**Quote Summary**

Equipment Total	\$ 56,812.00
SubTotal	\$ 56,812.00
Total	\$ 56,812.00
<b>Balance Due</b>	<b>\$ 56,812.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

Quote Id: 29760136

Customer: CITY OF CARTERSVILLE GAS SYSTEM

## 2023 ATLAS-COPCO XAS188 KD8 COMPRESSOR - UVC203310

Hours: 0  
Stock Number: F698565

Code	Description	Qty
ATTACH	2023 ATLAS-COPCO XAS188 KD8 COMPRESSOR	1

## 2023 ATLAS-COPCO XAS188 KD8 COMPRESSOR

Equipment Notes:  
Hours: 0  
Stock Number:

Code	Description	Qty
ATTACH	2023 ATLAS-COPCO XAS188 KD8 COMPRESSOR	1



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	October 19, 2023
<b>SUBCATEGORY:</b>	Bid Awards/Purchases
<b>DEPARTMENT NAME:</b>	Electric
<b>AGENDA ITEM TITLE:</b>	Asbestos Abatement
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This is a request to approve an agreement with Azalea Environmental LLC to perform asbestos abatement at a cost of \$8,000.01 at the Electric department administrative facility located at 320 S. Erwin Street.
<b>LEGAL:</b>	N/A





## Azalea Environmental

1980 Parker Ct. Ste F  
Stone Mountain, GA 30087  
www.azaleaenviro.com

Client: City of Cartersville  
Property: 320 S Erwin St  
Cartersville, GA 30120

Operator: JBRINSON

Estimator: John Brinson  
Position: Project Coordinator  
Company: Azalea Environmental  
Business: 1980 Parker Ct Ste. F  
Stone Mountain, GA 30087

Business: (706) 974-0895  
E-mail: Jbrinson@azaleaenviro.com

Type of Estimate:

Date Entered: 10/10/2023

Date Assigned:

Price List: GAAT8X\_OCT23

Labor Efficiency: Restoration/Service/Remodel

Estimate: GOSS-ASB



**Azalea Environmental**

1980 Parker Ct. Ste F  
 Stone Mountain, GA 30087  
 www.azaleaenviro.com

**GOSS-ASB**

**GOSS-ASB**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Ducting - flexible - 6" round	19.94 LF	0.00	1.68	0.00	33.50
2. Asbestos test fee - full service survey - base fee	1.00 EA	0.00	325.00	0.00	325.00
3. Asbestos test fee - self test (per sample)	7.00 EA	0.00	68.19	0.00	477.33
4. Add for personal protective equipment (hazardous cleanup) 3 men; 2 days; 1 changeout at lunch	12.00 EA	0.00	13.45	0.00	161.40
5. Respirator cartridge - HEPA only (per pair)	3.00 EA	0.00	14.02	0.00	42.06
6. Respirator - Half face - multi-purpose resp. (per day)	6.00 DA	0.00	1.80	0.00	10.80
7. Eye protection - plastic goggles - Disposable	6.00 EA	0.00	11.13	0.00	66.78
8. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	2.00 DA	0.00	122.12	0.00	244.24
9. Add for HEPA filter (for neg. air machine/vacuum - Large)	1.00 EA	0.00	327.98	0.00	327.98
10. Add for HEPA filter (for canister/backpack vacuums)	2.00 EA	0.00	82.92	0.00	165.84
11. Equipment decontamination charge - per piece of equipment	3.00 EA	0.00	44.57	0.00	133.71
12. Asbestos test fee - post abatement air clearance- base fee	1.00 EA	0.00	375.00	0.00	375.00
13. Asbestos test fee- post abatement air clearance-per sample	4.00 EA	0.00	75.00	0.00	300.00
14. Equipment setup, take down, and monitoring (hourly charge)	4.00 HR	0.00	60.47	0.00	241.88
15. Permits & Fees (Agreed Price)	0.27 EA	0.00	60.00	0.00	16.20
16. Haul debris - per pickup truck load - including dump fees	EA	300.00	0.00	0.00	0.00
17. Hazardous Waste/Mold Cleaning-Supervisory/Admin- per hour	1.00 HR	0.00	87.62	0.00	87.62



**Azalea Environmental**

1980 Parker Ct. Ste F  
 Stone Mountain, GA 30087  
 www.azaleaenviro.com

**CONTINUED - GOSS-ASB**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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Supervisor required to be onsite at all times by Federal Law. Please see below for verbiage from the EPA's 29 CFR 1926.58(e)(6)

*The asbestos standard for the construction industry in paragraph 29 CFR 1926.58(e)(6), requires the employer to designate a competent person to supervise the negative pressure enclosure which is mandated for asbestos removal, demolition and renovation operations. The competent person is required to be trained in all aspects of asbestos abatement. This training is required to be obtained in a comprehensive course, such as an EPA Asbestos Training Center course, or an equivalent course.*

*Under the Asbestos Hazard Emergency Response Act of 1986 (AHERA), the EPA has established procedures for the accreditation of asbestos training courses. As a result, OSHA has defined "an equivalent course" as an asbestos abatement Contractor/Supervisor course which has been accredited by the EPA or by a state with an approved Contractor Accreditation Program in accordance with 49 CFR Part 763.*

*Competent person means, in addition to the definition in 29 CFR 1926.32 (f), one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32(f): in addition, for Class I and Class II work who is specially trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR part 763) for supervisor, or its equivalent and, for Class III and Class IV work, who is trained in a manner consistent with EPA requirements for training of local education agency maintenance and custodial staff as set forth at 40 CFR 763.92*

Total: GOSS-ASB				0.00	3,009.34
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**Main Level**

**Main Level**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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18. Remove asbestos floor mastic (no haul off)	1,535.59 SF	3.25	0.00	0.00	4,990.67
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Total: Main Level				0.00	4,990.67
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<b>Line Item Totals: GOSS-ASB</b>				<b>0.00</b>	<b>8,000.01</b>
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**Grand Total Areas:**

3,996.73 SF Walls	1,495.86 SF Ceiling	5,492.59 SF Walls and Ceiling
1,535.59 SF Floor	170.62 SY Flooring	493.74 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	488.08 LF Ceil. Perimeter
1,535.59 Floor Area	1,617.69 Total Area	3,582.56 Interior Wall Area
1,928.62 Exterior Wall Area	214.29 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



## Azalea Environmental

1980 Parker Ct. Ste F  
Stone Mountain, GA 30087  
www.azaleaenviro.com

### Summary

Line Item Total	8,000.01
<b>Replacement Cost Value</b>	<b>\$8,000.01</b>
<b>Net Claim</b>	<b>\$8,000.01</b>

\_\_\_\_\_  
John Brinson  
Project Coordinator





## Azalea Environmental

1980 Parker Ct. Ste F  
Stone Mountain, GA 30087  
www.azaleaenviro.com

### Recap of Taxes



# Azalea Environmental

1980 Parker Ct. Ste F  
Stone Mountain, GA 30087  
www.azaleaenviro.com

## Recap by Room

<b>Estimate: GOSS-ASB</b>	<b>3,009.34</b>	<b>37.62%</b>
<b>Area: Main Level</b>	<b>4,990.67</b>	<b>62.38%</b>
<hr/> <b>Area Subtotal: Main Level</b>	<hr/> <b>4,990.67</b>	<hr/> <b>62.38%</b>
<hr/> <b>Subtotal of Areas</b>	<hr/> <b>8,000.01</b>	<hr/> <b>100.00%</b>
<hr/> <b>Total</b>	<hr/> <b>8,000.01</b>	<hr/> <b>100.00%</b>



## Azalea Environmental

1980 Parker Ct. Ste F  
Stone Mountain, GA 30087  
www.azaleaenviro.com

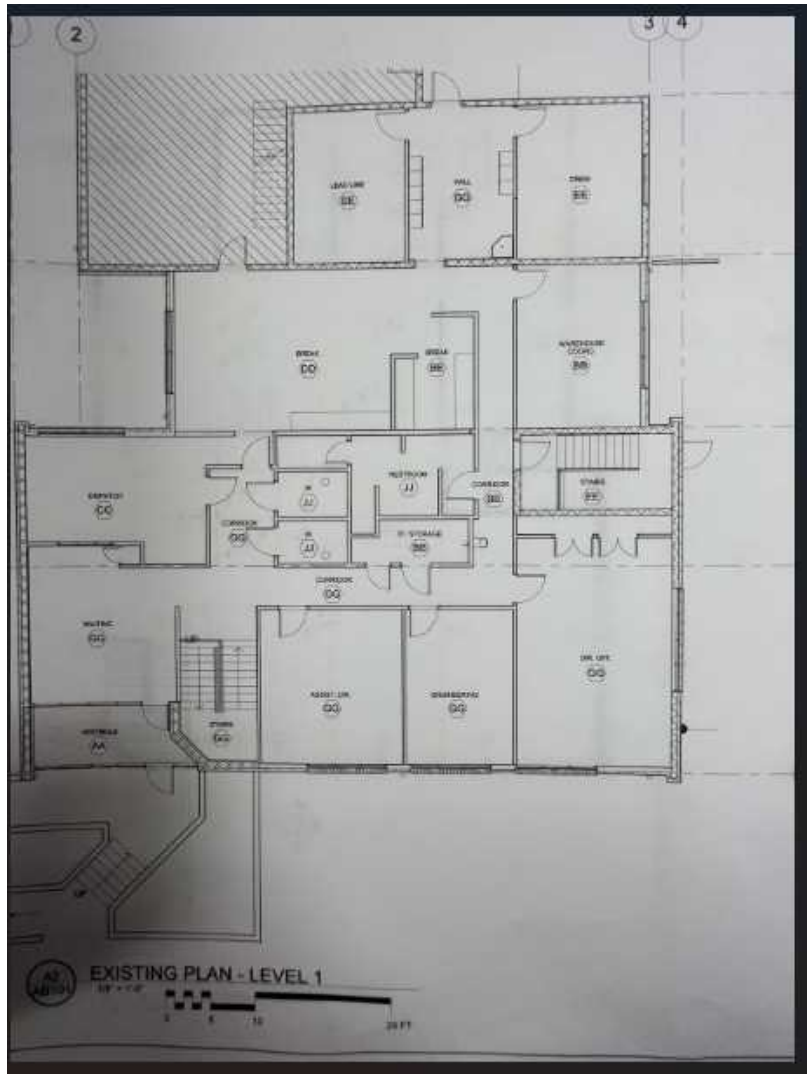
### Recap by Category

<b>Items</b>	<b>Total</b>	<b>%</b>
<b>GENERAL DEMOLITION</b>	<b>4,990.67</b>	<b>62.38%</b>
<b>PERMITS AND FEES</b>	<b>16.20</b>	<b>0.20%</b>
<b>HAZARDOUS MATERIAL REMEDIATION</b>	<b>2,751.26</b>	<b>34.39%</b>
<b>WATER EXTRACTION &amp; REMEDIATION</b>	<b>241.88</b>	<b>3.02%</b>
<b>Subtotal</b>	<b>8,000.01</b>	<b>100.00%</b>



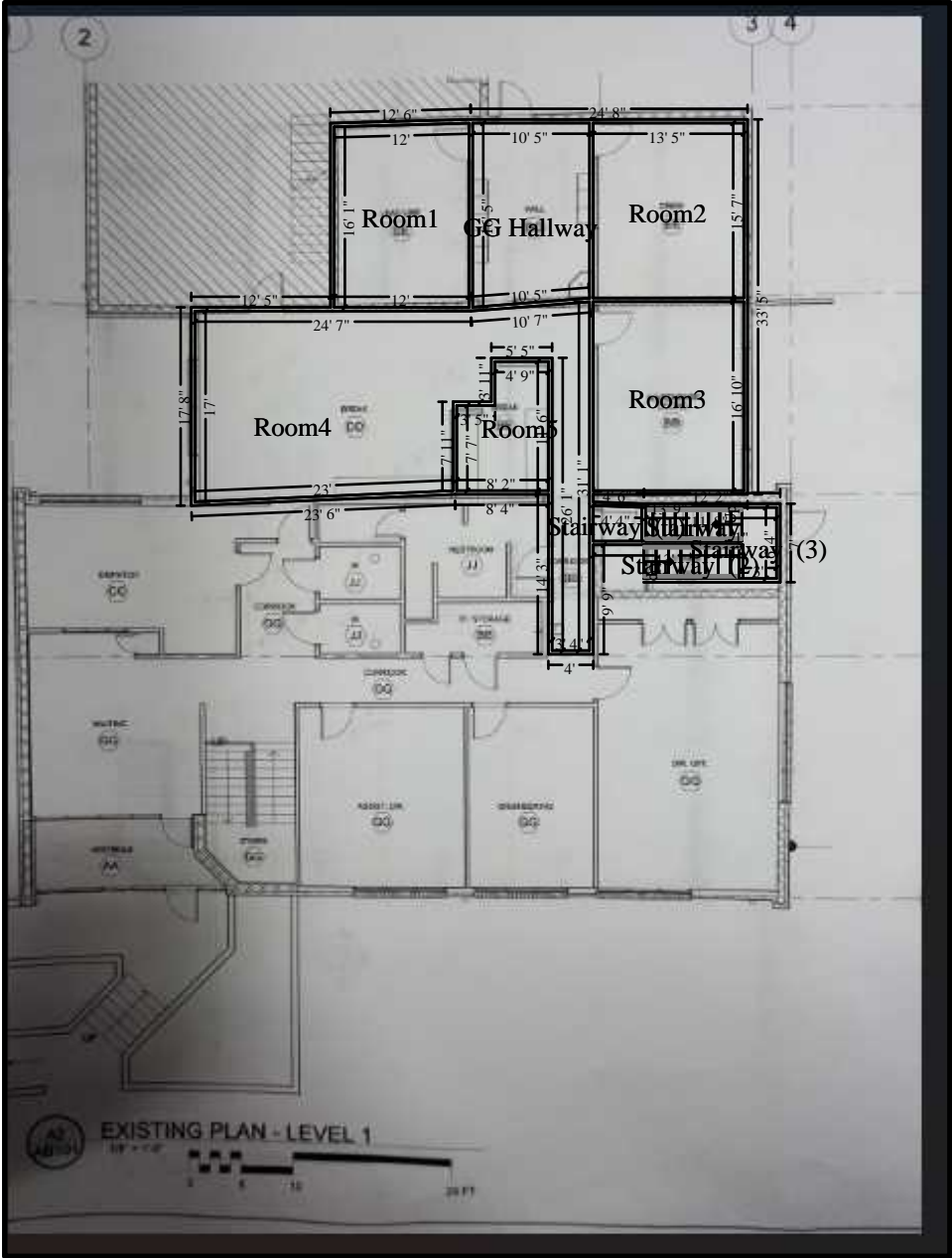
# Azalea Environmental

1980 Parker Ct. Ste F  
Stone Mountain, GA 30087  
www.azaleaenviro.com



1 2-Screenshot 2023-10-10 193654





Main Level



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	October 19 <sup>th</sup> , 2023
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Fire
<b>AGENDA ITEM TITLE:</b>	Self-Contained Breathing Apparatus Purchase
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>Respectfully request approval to purchase 12 Self Contained Breathing Apparatus (SCBA), bottles, and masks. This equipment is for the three fire vehicles currently under construction and will arrive in the spring. We are requesting this equipment now due to long lead times and the anticipated price increase in the future. We have sought bids from all authorized vendors for the brand we use, SCBA, and received two quotes. American Safety &amp; Firehouse quoted \$87,600.00, and Municipal Emergency Services quoted \$91,888.56.</p> <p>This is a budgeted request, and we recommend approval of the low quote of \$87,600.00 from American Safety and Fire.</p>
<b>LEGAL:</b>	NA



# Scott Self Contained Breathing Apparatus





# Quote

American Safety & Fire House LLC  
 3848 Oakcliff Industrial Court  
 Doraville GA 30340  
 Office 770-4413473

Date	P.O. No.
10/10/2023	

Customer
Cartersville Fire Department 195 Cassville Road Cartersville, Georgia 30120

Ship To
Cartersville Fire Department 195 Cassville Road Cartersville, Georgia 30120

Item	Description	Qty	Unit	Net	Amount
X8814021005304	Air-Pak X3 Pro SCBA (2018 Edition) with CGA Cylinder Connection <ul style="list-style-type: none"> <li>• 4500 PSI</li> <li>• Standard Harness with Parachute Buckles</li> <li>• Standard Belt with No Accessory Pouch</li> <li>• E-Z Flo+ Regulator with Continuous Hose</li> <li>• No EBSS Accessory Hose</li> <li>• No Airline Connection</li> <li>• No Spare Harness Kit</li> <li>• Pak-Tracker</li> <li>• No Case</li> <li>• No Cylinder</li> </ul>	12	Each	\$5,683.00	\$68,196.00
804722-01	Scott Carbon Cylinder & Valve, 4500, 45-MIN, CGA, 15 Year	12	Each	\$1,277.00	\$15,324.00
201215-28	AV-3000 HT, 4-Strap, MED, Kevlar Headnet, Right Comm Bracket	12	Each	\$340.00	\$4,080.00
				<b>Total \$87,600.00</b>	





(877) 637-3473

# Quote

Meeting: October 19, 2023 Item 11.

**Quote #** QT1747059  
**Date** 10/05/2023  
**Expires** 12/29/2023  
**Sales Rep** Adams, Jeremy L  
**Shipping Method** FedEx Ground  
**Customer** CARTERSVILLE FIRE DEPT (GA)  
**Customer #** C37916

**Bill To**  
 CARTERSVILLE FIRE DEPT  
 P.O. BOX 1390  
 19 N. ERWIN STREET  
 CARTERSVILLE GA 30120  
 United States

**Ship To**  
 Mitchell Bagley- Captain  
 CARTERSVILLE FIRE DEPT  
 195 CASSVILLE ROAD  
 Cartersville GA 30120

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8814021005304			Air-Pak X3 Pro SCBA (2018 Edition) with CGA Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, E-Z Flo Regulator with Standard Hose, No EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 2 SCBA Per Box (Black)	12	\$5,994.86	\$71,938.32
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	12	\$1,287.59	\$15,451.08
201215-28			SCOTT NEW AV3000HT 4 POINT - KEVLAR - RT BRKT - SIZE MED Size TBD	12	\$374.93	\$4,499.16

**Subtotal** \$91,888.56  
**Shipping Cost** \$0.00  
**Tax Total** \$0.00  
**Total** \$91,888.56

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	October 19, 2023
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Water Department
<b>AGENDA ITEM TITLE:</b>	Atlanta Regional Commission Payment
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>On August 2, 2018, the City entered into a Memorandum of Agreement (MOA) with the Atlanta Regional Commission (ARC) in order to be included in attorney client privileged meetings and discussions regarding water supply allocation by the Corps of Engineers in Lake Allatoona. The City's portion of the 2023 invoice is \$37,500.</p> <p>Your approval is recommended to pay invoice #9372 to the Atlanta Regional Commission in the amount of \$37,500. This is a budgeted item and will be paid from account 505-3310-54-2336.</p>
<b>LEGAL:</b>	N/A



**Atlanta Regional Commission**  
International Tower  
229 Peachtree Street, NE Suite 100  
Atlanta, Georgia 30303

Invoice No. 9372  
Date 10/5/2023

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J. Sidney Forsyth, EnvE  
Cartersville Water Department  
148 Walnut Grove Road  
  
Cartersville Georgia 30120

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Cooperative Technical Service Agreement dated July 1, 2021 \$37,500.00

Total Due: \$37,500.00

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Please pay upon receipt.  
Please make check payable to: Atlanta Regional Commission  
Send to the address above.  
Tax ID: 58-6002324



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	October 19, 2023
<b>SUBCATEGORY:</b>	Resolutions
<b>DEPARTMENT NAME:</b>	Water Department
<b>AGENDA ITEM TITLE:</b>	Plumbing Code Amendment Resolution
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>As a member of the Metropolitan North Georgia Water Planning District, the City must adopt certain ordinances and amendments in order to remain in compliance with the District’s Water Resources Management Plan. Compliance enforcement is accomplished through the Georgia EPD’s water system permitting authority.</p> <p>The attached plumbing code amendment requiring low flow fixtures was adopted by the District’s Governing Board as part of the current Water Resources Management Plan in December 2022.</p> <p>I recommend approval of the attached resolution to submit this ordinance to the Department of Community Affairs for review.</p>
<b>LEGAL:</b>	Reviewed by Archer & Lovell



**RESOLUTION NO. \_\_\_\_\_**

**FINDINGS ON PROPOSED LOCAL AMENDMENT TO  
PLUMBING CODE FOR WATER EFFICIENCY  
SUBMISSION OF PROPOSED AMENDMENT TO DCA**

**WHEREAS**, the current minimum water efficiency requirements for buildings in the *City of Cartersville*'s jurisdiction is the Georgia State Minimum Standard Plumbing Code ("Georgia Plumbing Code") as approved and adopted by the Georgia Department of Community Affairs ("DCA") from time to time;

**WHEREAS**, the *City of Cartersville*, like all local governments in the State of Georgia, is authorized under O.C.G.A. § 8-2-25(c) to adopt local requirements when needed that are more stringent than the Georgia Plumbing Code based on local climatic, geologic, topographic, or public safety factors;

**WHEREAS**, the long-term availability, reliability, and resiliency of water supplies is a critical need of the *City of Cartersville* and water efficiency is essential to meeting this need;

**WHEREAS**, the "Local Amendments to Plumbing Code" shown in the redline in Attachment A are more stringent than the Georgia Plumbing Code on water efficacy because the amendments require even more efficient uses of water and provide clarifications on existing allowable practices;

**WHEREAS**, based on its local climatic, geologic, topographic factors included in the regional water resources plan prepared by the Metropolitan North Georgia Water Planning District ("Metro Water District"), of which the *City of Cartersville* is a part, water conservation is especially important to *City of Cartersville* and the Metro Water District;

**WHEREAS**, the *City of Cartersville* has become aware that more water efficient technologies have become widely available at comparable prices and performance to the water efficient technologies currently required as the minimum in the Georgia Plumbing Code;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA AS FOLLOWS:**

1. The governing body of the *City of Cartersville* finds that, based on local climatic, geographic, topographic, and public safety factors included in the Metro Water District's plans, it is justified in adopting local water efficiency requirements more stringent than the Georgia Plumbing Code;

2. The *City of Cartersville* is considering codifying these water efficiency requirements in local code as an amendment to Georgia Plumbing Code in the form of the Local Amendments to Plumbing Code shown in the redline in Attachment A; and

3. The *City of Cartersville* is directing its staff to submit this resolution and the Local Amendments to Plumbing Code to DCA for review and comment within 60 days as required by O.C.G.A. § 8-2-25(c)(1).

**BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this \_\_\_\_ day of \_\_\_\_\_, 2023.**

ATTEST:

/s/ \_\_\_\_\_  
Julia Drake, City Clerk  
City of Cartersville, Georgia

/s/ \_\_\_\_\_  
Matthew J. Santini, Mayor  
City of Cartersville, Georgia

**Attachment A**  
**LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY**

**ORDINANCE NO. \_\_\_\_\_**

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 6 – BUILDINGS AND BUILDING REGULATIONS. ARTICLE VII. – PLUMBING. SEC. 6-142. – SAME-INSERTIONS, DELETIONS AND CHANGES is hereby amended by deleting in its entirety and replaced as follows:

1.

**Sec. 6-142. – Amendment to Georgia State Minimum Standard Plumbing Code.**

(a) The Standard Plumbing Code as adopted, the phrase "Construction Board of Adjustments and Appeals" and all provisions related thereto shall be construed to mean the construction board of adjustment and appeals as defined in Division 3 of Article II of Chapter 6 and all provisions therein shall supersede the requirements of the Standard Plumbing Code.

(b) Effective January 1, 2024, the Georgia State Minimum Standard Plumbing Code has been amended by the City of Emerson as follows:

- i. **Chapter 2, Section 202 General Definitions.** Add in alphabetical order and revise, as applicable, the following definitions:

**KITCHEN FAUCET OR KITCHEN FAUCET REPLACEMENT AERATOR.** A kitchen faucet or kitchen faucet replacement aerator that allows a flow of no more than 1.8 gallons of water per minute at a pressure of 60 pounds per square inch and conforms to the applicable requirements in ASME A112.18.1/CSA B125.1.

**LAVATORY FAUCET OR LAVATORY FAUCET REPLACEMENT AERATOR.** A lavatory faucet or lavatory faucet replacement aerator that allows a flow of no more than 1.2 gallons per minute at a pressure of 60 pounds per square inch and is listed to the WaterSense High Efficiency Lavatory Faucet Specification.

**LANDSCAPE IRRIGATION.**

**Flow sensor.** An inline device in a landscape irrigation system that produces a repeatable signal proportional to flow rate.

**Lawn or Landscape Irrigation system.** An assembly of component parts that is permanently installed for the controlled distribution of water to irrigate landscapes such as ground cover, trees, shrubs, and other plants. Lawn and Landscape Irrigation System refer to the same system.

**Master shut-off valve.** An automatic valve such as a gate valve, ball valve, or butterfly valve) installed as part of the landscape irrigation system capable of being automatically closed by the WaterSense controller. When this valve is closed water will not be supplied to the landscape irrigation system.

**Pressure regulating device.** A device designed to maintain pressure within the landscape irrigation system at the manufacturer’s recommended operating pressure and that protects against sudden spikes or drops from the water source.

**Rain sensor shut-off.** An electric device that detects and measures rainfall amounts and overrides the cycle of a landscape irrigation system so as to turn off such system when a predetermined amount of rain has fallen.

**WaterSense irrigation controller.** Is a weather-based or soil moisture-based irrigation controller labeled under the U.S. Environmental Protection Agency’s WaterSense program, which includes standalone controllers, add-on devices, and plug-in devices that use current weather data as a basis for scheduling irrigation.

**WaterSense spray sprinkler bodies.** A sprinkler body with integral pressure regulation, generating optimal water spray and coverage labeled under the U.S. Environmental Protection Agency’s WaterSense program.

**SHOWER HEAD.** A shower head that allows a flow of no more than the average of 2.0 gallons of water per minute at 80 pounds per square inch of pressure, is listed in the WaterSense Specification for Showerheads, and meets the US Department Definition of Energy definition of showerhead.

- ii. **Chapter 6, Section 604.4 Maximum Flow and Water Consumption.** Revise Section 604.4 to read as follows:

Consistent with the general approach taken in Georgia, these Maximum Flow and Water Consumption requirements and related definitions in Section 604.4 of the plumbing code shall apply to all plumbing systems, including those in one- and two-family dwellings. The maximum water consumption flow rates and quantities for all plumbing fixtures and fixture fittings shall be in accordance with Table 604.4.

**Exceptions:**

1. Blowout design water closets having a water consumption not greater than 3<sup>1</sup>/<sub>2</sub> gallons (13 L) per flushing cycle.
2. Vegetable sprays.
3. Clinical sinks having a water consumption not greater than 4<sup>1</sup>/<sub>2</sub> gallons (17 L) per flushing cycle.
4. Laundry tray sinks and service sinks.
5. Emergency showers and eye wash stations.



TABLE 604.4  
 MAXIMUM FLOW RATES AND CONSUMPTION FOR  
 PLUMBING FIXTURES AND FIXTURE FITTINGS

<b>PLUMBING FIXTURE OR FIXTURE FITTING</b>	<b>MAXIMUM FLOW RATE OR QUANTITY<sup>b</sup></b>
Lavatory faucet and replacement aerators, private	WaterSense Labeled & 1.2 gpm at 60 psi <sup>f</sup>
Lavatory faucet, public (metering)	0.25 gallon per metering cycle
Lavatory, public (other than metering)	0.5 gpm at 60 psi
Showerhead <sup>a</sup>	WaterSense Labeled & 2.0 gpm at 80 psi <sup>f</sup>
Kitchen faucet and replacement aerators	1.8 gpm at 60 psi <sup>f, g</sup>
Urinal	0.5 gallon per flushing cycle <sup>f</sup>
Water closet	1.28 gallons per flushing cycle <sup>c, d, e, f</sup>

For SI: 1 gallon = 3.785 L, 1 gallon per minute = 3.785 L/m,  
 1 pound per square inch = 6.895 kPa.

- a. A hand-held shower spray is a shower head. As point of clarification, multiple shower heads may be installed in a single shower enclosure so long as each shower head individually meets the maximum flow rate, the WaterSense requirements, and the US Department of Energy definition of showerhead. However, multiple shower heads are not recommended for water efficiency purposes.
- b. Consumption tolerances shall be determined from referenced standards.
- c. For flushometer valves and flushometer tanks, the average flush volume shall not exceed 1.28 gallons.
- d. For single flush water closets, including gravity, pressure assisted and electro-hydraulic tank types, the average flush volume shall not exceed 1.28 gallons.
- e. For dual flush water closets, the average flush volume of two reduced flushes and one full flush shall not exceed 1.28 gallons.

f. See 2014 GA Amendment to Section 301.1.2 'Waiver from requirements of high efficiency plumbing fixtures'.

g. Kitchen faucets are permitted to temporarily increase the flow above the maximum rate, but not to exceed 2.2 gpm (8.3 L/m) at 60 psi (414 kPa) and must revert to a maximum flow rate of 1.8 gpm (6.8 L/m) at 60 psi (414 kPa) upon valve closure.

**604.4.1 Clothes Washers.** Residential clothes washers shall be in accordance with the Energy Star program requirements.

**604.4.2 Cooling Tower Water Efficiency.**

**604.4.2.1 Once-Through Cooling.** Once-through cooling using potable water is prohibited.

**604.4.2.2 Cooling Towers and Evaporative Coolers.** Cooling towers and evaporative coolers shall be equipped with makeup water and blow down meters, conductivity controllers and overflow alarms. Cooling towers shall be equipped with efficiency drift eliminators that achieve drift reduction to 0.002 percent of the circulated water volume for counterflow towers and 0.005 percent for crossflow towers.

**604.4.2.3 Cooling Tower Makeup Water.** Water used for air conditioning, cooling towers shall not be discharged where the hardness of the basin water is less than 1500 mg/L. **Exception:** Where any of the following conditions of the basin water are present: total suspended solids exceed 25 ppm, CaCO<sub>3</sub> exceeds 600 ppm, chlorides exceed 250 ppm, sulfates exceed 250 ppm, or silica exceeds 150 ppm.

**604.4.3 Landscape Irrigation System Efficiency Requirements.** The requirements in Section 604.4.3 apply to all new landscape irrigation systems connected to the public water system except those (a) used for agricultural operations as defined in the Official Code of Georgia Section 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source. Nothing in this Code or this Section 604.4.3 is intended to require that landscape irrigation systems must be installed at all premises. The landscape irrigation efficiency requirements in this Section 604.4.3 apply only when someone voluntarily chooses, or is otherwise required by some requirement beyond this Code, to install a landscape irrigation system on premises.

**604.4.3.1 Avoiding Water Waste Through Design.** All new landscape irrigation systems shall adhere to the following design standards:

1. Pop-up type sprinkler heads shall pop-up to a height above vegetation level of not less than four (4) inches above the soil level when emitting water.
2. Pop-up spray heads or rotary sprinkler heads must direct flow away from any adjacent surfaces and must not be installed closer than four inches from impervious surfaces.

3. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or by other means that produces no overspray or runoff.
4. Narrow or irregular shaped landscaped areas, less than four (4) feet in any direction across opposing boundaries shall not be irrigated by any irrigation emission device except sub-surface or low flow emitters with flow rates not to exceed 6.3 gallons per hour.

**604.4.3.2 Landscape Irrigation System Required Components.** All new landscape irrigation systems shall include the following components:

1. A rain sensor shut-off installed in an area that is unobstructed by trees, roof over hangs, or anything else that might block rain from triggering the rain sensor shutoff.
2. A master shut-off valve for each controller installed as close as possible to the point of connection of the water but downstream of the backflow prevention assembly.
3. Pressure-regulating devices such as valve pressure regulators, sprinkler head pressure regulators, inline pressure regulators, WaterSense spray sprinkler bodies, or other devices shall be installed as needed to achieve the manufacturer’s recommended pressure range at the emission devices for optimal performance.
4. Except for landscape irrigation systems serving a single-family home, all other systems must also include:
  - (a) a WaterSense irrigation controller; and
  - (b) at least one flow sensor, which must be installed at or near the supply point of the landscape irrigation system and shall interface with the control system, that when connected to the WaterSense controller will detect and report high flow conditions to such controller and automatically shut master valves. The flow sensor serves to aid in detecting leaks or abnormal flow conditions by suspending irrigation. High flow conditions should be consistent with manufacturers’ recommendations and specifications.

iii. **Chapter 13 NONPOTABLE WATER SYSTEMS, Section 1304 Reclaimed Water Systems.** Revise Section 1304.3.2 to read as follows:

**1304.3.2 Connections to water supply.** Reclaimed water provided from a reclaimed wastewater treatment system permitted by the Environmental Protection Division may be used to supply water closets, urinals, trap primers for floor drains and floor sinks, water features and other uses approved by the Authority Having Jurisdiction, in motels, hotels, apartment and condominium buildings, and commercial, industrial, and institutional buildings, where the individual guest or occupant does not have access to plumbing. Also, other systems that may use a lesser quality of water than potable water such as water chillers, carwashes or an industrial process may be supplied with reclaimed water provided from a reclaimed wastewater treatment facility permitted by the Environmental Protection Division. The use of reclaimed water sourced from any new private reclaimed wastewater treatment system for outdoor irrigation shall be limited to golf courses and agriculture operations as defined in the Official Code of Georgia Section 1-3-3, and such

reclaimed water shall not be approved for use for irrigating any other outdoor landscape such as ground cover, tree, shrubs, or other plants. These limitations do not apply to reclaimed water sourced from existing private reclaimed water systems or from existing or new, governmentally-owned reclaimed wastewater treatment systems.

iv. **Appendix E, Section E101.1.2.** Revise Section E.101.1.2 to read as follows:

Because of the variable conditions encountered in hydraulic design, it is impractical to specify definite and detailed rules for sizing of the water piping system. Accordingly, other sizing or design methods conforming to good engineering practice standards are acceptable alternatives to those presented herein. Without limiting the foregoing, such acceptable design methods may include for multi-family buildings the Peak Water Demand Calculator from the IAPMO/ANSI 2020 Water Efficiency and Sanitation Standard for the Built Environment, which accounts for the demands of water-conserving plumbing fixtures, fixture fittings, and appliances. If future versions of the Peak Water Demand Calculator including other building types, such as commercial, such updated version shall be an acceptable design method.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this Ordinance may be renumbered and/or alphabetized accordingly to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: \_\_\_\_\_  
SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
MATTHEW J. SANTINI, MAYOR

ATTEST: \_\_\_\_\_  
JULIA DRAKE, CITY CLERK





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	October 19, 2023
<b>SUBCATEGORY:</b>	Monthly Financial Report
<b>DEPARTMENT NAME:</b>	Finance
<b>AGENDA ITEM TITLE:</b>	August 2023 Financial Report
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Attached are the financial reports for August 2023.
<b>LEGAL:</b>	None

**MONTHLY SUMMARY**  
As of August 31, 2023

	FY 2022-23	FY 2023-24	FY 2022-23	FY 2023-24	100.00% OF BUDGET (Year to Date)
	MONTH OF August-22	MONTH OF August-23	Year to Date August-22	Year to Date August-23	
<b>GENERAL FUND</b> <i>excluding SPLOST, DDA &amp; School System Property Tax Revenue &amp; Expenditures</i>					
REVENUE	\$2,266,780	\$2,357,358	\$4,262,692	\$5,176,922	12.98%
EXPENDITURE	\$2,111,317	\$2,320,625	\$4,649,382	\$5,157,440	12.93%
Gen. Fund Net Profit (Loss)	\$155,463	\$36,733	(\$386,690)	\$19,482	
<b>WATER &amp; SEWER</b>					
REVENUE	\$2,330,046	\$2,626,387	\$5,613,509	\$5,103,315	11.39%
EXPENDITURE	\$1,134,525	\$2,199,350	\$2,182,578	\$3,369,371	7.52%
Wtr. & Svr. Fund Net Profit (Loss)	\$1,195,521	\$427,037	\$3,430,931	\$1,733,944	
<i>As of August 31, 2023 a total of \$202,127 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</i>					
<b>GAS</b>					
REVENUE	\$2,966,568	\$1,766,709	\$6,507,354	\$3,396,995	7.01%
EXPENDITURES	\$4,525,318	\$1,777,480	\$6,835,451	\$3,161,868	6.52%
Gas Fund Net Profit (Loss)	(\$1,558,750)	(\$10,771)	(\$328,097)	\$235,127	
<b>ELECTRIC</b>					
REVENUE	\$5,359,024	\$5,693,123	\$10,571,880	\$10,865,738	17.26%
EXPENDITURES	\$5,335,899	\$5,415,507	\$10,484,859	\$10,645,661	16.91%
Electric Fund Net Profit (Loss)	\$23,125	\$277,616	\$87,021	\$220,077	
<b>STORMWATER</b>					
REVENUE	\$130,893	\$139,223	\$260,477	\$276,594	17.48%
EXPENDITURE	\$96,489	\$89,548	\$201,528	\$251,362	15.89%
Stormwater Fund Net Profit (Loss)	\$34,404	\$49,675	\$58,949	\$25,232	
<b>SOLID WASTE</b>					
REVENUE	\$278,332	\$285,445	\$554,906	\$858,901	24.55%
EXPENDITURE	\$204,057	\$221,472	\$386,228	\$429,676	12.28%
Solid Waste Fund Net Profit (Loss)	\$74,275	\$63,973	\$168,678	\$429,225	
<b>FIBER OPTICS</b>					
REVENUE	\$221,079	\$217,561	\$456,086	\$437,867	16.71%
EXPENDITURE	\$235,093	\$189,729	\$349,451	\$318,324	12.15%
Fiber Fund Net Profit (Loss)	(\$14,014)	\$27,832	\$106,635	\$119,543	

	Description	8/31/2023	FY 2024 Budget	% of Monthly Totals to Budget
<b>General Fund</b>	<b>Total Revenues</b>	<b>\$5,176,922</b>	<b>\$39,874,050</b>	<b>12.98%</b>
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$104,957	\$6,422,485	6253335.00%
	Local Option Sales Tax (LOST)	\$1,666,518	\$7,208,530	23.12%
	Other Taxes	\$1,100,952	\$11,006,185	10.00%
	Building Permit & Inspection Fees	\$496,933	\$400,000	124.23%
	Fines and Forfeitures	\$160,980	\$400,000	40.25%
	Operating Transfers In-City Utilities	\$794,083	\$4,619,200	17.19%
	Other Revenues	\$852,499	\$5,848,050	14.58%
	School Bonds	\$0	\$3,969,600	0.00%
	<b>Total Expenditures</b>	<b>\$5,157,440</b>	<b>\$39,874,050</b>	<b>12.93%</b>
	Personnel Expenses	\$3,716,250	\$21,597,240	17.21%
	Operating Expenses	\$1,185,628	\$9,881,120	12.00%
	Capital Expenses	\$138,187	\$4,105,390	3.37%
	GO Bond Expense for School	\$0	\$3,819,600	0.00%
	Library Appropriations	\$117,375	\$470,700	24.94%
	<b>Water &amp; Sewer Fund</b>	<b>Total Revenues</b>	<b>\$5,103,315</b>	<b>\$44,800,765</b>
Water Sales		\$3,053,910	\$16,950,000	18.02%
Sewer Sales		\$1,707,133	\$8,900,000	19.18%
Bond Proceeds		\$0	\$2,000,000	0.00%
Use of Reserves		\$0	\$12,740,000	0.00%
Prior Year Capacity Fees		\$0	\$2,650,000	0.00%
Other Revenues		\$342,272	\$1,560,765	21.93%
<b>Total Expenditures</b>		<b>\$3,369,371</b>	<b>\$44,800,765</b>	<b>7.52%</b>
Personnel Expenses		\$741,280	\$4,441,615	16.69%
Operating Expenses		\$622,828	\$5,334,125	11.68%
Capital Expenses		\$914,328	\$26,452,180	3.46%
<b>Capital Expenses (Bond Funds)</b>	<b>\$202,127</b>	<b>\$2,000,000</b>	<b>10.11%</b>	
Transfer To General Fund	\$492,270	\$2,953,620	16.67%	
Debt Payments	\$396,538	\$3,619,225	10.96%	
<b>Gas Fund</b>	<b>Total Revenues</b>	<b>\$3,396,995</b>	<b>\$48,484,010</b>	<b>7.01%</b>
	Gas Sales	\$2,799,378	\$36,355,020	7.70%
	Gas Commodity Charge	\$235,935	\$1,495,800	15.77%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$361,682	\$960,115	37.67%
	Use of Reserves	\$0	\$9,673,075	0.00%
	Contributions from Other Funds	\$0	\$0	#DIV/0!
	<b>Total Expenses</b>	<b>\$3,161,868</b>	<b>\$48,484,010</b>	<b>6.52%</b>
	Personnel Expenses	\$405,221	\$2,494,780	16.24%
	Operating Expenses	\$188,326	\$1,782,945	10.56%
	Purchase of Natural Gas	\$1,812,253	\$25,500,000	7.11%
	Transfer to General Fund	\$659,684	\$3,958,105	16.67%
Debt Service	\$817	\$819,300	0.10%	
Capital Expenses	\$95,567	\$13,928,880	0.69%	

	Description	8/31/2023	FY 2024 Budget	% of Monthly Totals to Budget
<b>Electric Fund</b>	<b>Total Revenues</b>	<b>\$10,865,738</b>	<b>\$62,949,910</b>	<b>17.26%</b>
	Electric Sales	\$10,525,570	\$59,339,880	17.74%
	Other Revenues	\$340,168	\$1,760,030	19.33%
	Use of Reserves	\$0	\$1,850,000	
	<b>Total Expenses</b>	<b>\$10,645,662</b>	<b>\$62,949,910</b>	<b>16.91%</b>
	Personnel Expenses	\$513,217	\$2,896,230	17.72%
	Operating Expenses	\$291,647	\$1,956,170	14.91%
	Purchase of Electricity	\$8,829,575	\$46,938,660	18.81%
	Capital Expenses	\$413,230	\$7,570,895	5.46%
	Transfer to General Fund	\$597,993	\$3,587,955	16.67%
<b>Stormwater Fund</b>	<b>Total Revenues</b>	<b>\$276,594</b>	<b>\$1,582,000</b>	<b>17.48%</b>
	Stormwater Revenues	\$265,434	\$1,568,000	16.93%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$11,160	\$14,000	79.71%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Use of Reserves	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	<b>Total Expenses</b>	<b>\$251,362</b>	<b>\$1,582,000</b>	<b>15.89%</b>
	Personnel Expenses	\$127,587	\$853,120	14.96%
	Operating Expenses	\$52,026	\$456,570	11.39%
Capital Expenses	\$71,749	\$272,310	26.35%	
<b>Solid Waste Fund</b>	<b>Total Revenues</b>	<b>\$858,901</b>	<b>\$3,499,000</b>	<b>24.55%</b>
	Refuse Collections Revenues	\$562,090	\$3,470,000	16.20%
	Other Revenues	\$7,888	\$29,000	27.20%
	Proceeds From Capital Leases	\$288,923	\$0	#DIV/0!
	<b>Total Expenses</b>	<b>\$429,676</b>	<b>\$3,499,000</b>	<b>12.28%</b>
	Personnel Expenses	\$236,154	\$1,437,430	16.43%
	Operating Expenses	\$193,522	\$1,814,735	10.66%
Capital Expenses	\$0	\$246,835	0.00%	
<b>Fiber Optics Fund</b>	<b>Total Revenues</b>	<b>\$437,867</b>	<b>\$2,620,325</b>	<b>16.71%</b>
	Fiber Optics Revenues	\$403,293	\$2,410,525	16.73%
	GIS Revenues	\$19,500	\$115,500	16.88%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$15,074	\$94,300	15.99%
	<b>Total Expenses</b>	<b>\$318,323</b>	<b>\$2,620,325</b>	<b>12.15%</b>
	Personnel Expenses	\$163,118	\$1,017,985	16.02%
	Operating Expenses	\$119,315	\$1,012,070	11.79%
	MEAG Telecom Statewide Pymt	\$0	\$0	0.00%
	Debt Payment	\$142	\$5,725	0.00%
Capital Expenses	\$0	\$370,060	0.00%	
Transfers to General Fund	\$35,748	\$214,485	16.67%	



Cash Position	6/30/23	7/31/23	8/31/23	9/30/23	10/31/23	11/30/23	12/31/23
Total Unrestricted Cash Balance	\$86,014,423.75	\$83,843,178.12	\$84,297,670.05				
Total Restricted Cash Balance	\$201,845,990.22	\$203,713,010.57	\$203,372,292.15				
Cash Position		1/31/24	2/28/24	3/31/24	4/30/24	5/31/24	6/30/24

Total Unrestricted Cash Balance  
 Total Restricted Cash Balance

Highlights for the Month of August 2023:  
 Unrestricted cash increased due to increases in the General, Stormwater, and Solid Waste Funds, while decreases occurred in the Water, Electric, Gas, Grant, Fiber, Garage, and Insurance funds.

Restricted cash decreased due to increases in the SPLOST 2020, Motor Vehicle Tax, Hotel-Motel Tax, and Debt Service Funds, while decreases occurred in ARPA and Pension Funds.

SPLOST Account Balances	
SPLOST 2014	\$231,991.10
SPLOST 2020	\$10,259,836.46