



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, June 02, 2022 at 7:00 PM

AGENDA

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:

David Archer

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. May 19, 2022

APPOINTMENTS

2. Cartersville Building Authority

3. Alcohol Control Board

4. Board of Zoning Appeals

PUBLIC HEARING - 2ND READING OF ZONING/ANNEXATION REQUESTS

5. AZ22-02. De-annex a 3.23 acre tract.. Zoning is R-20 with conditions. Applicant: CAE, LLC

6. Z22-01. Rezone 103.85 acres from R-20 to RA-12. Applicant: Prime Engineering, Inc.

FIRST READING OF ORDINANCES

7. Budget Ordinance for the Fiscal Year 2022-23

- [8.](#) Amendment to Utilities Ordinance Regarding Solid Waste Rates
- [9.](#) Amendment to Utilities Ordinance Regarding Water and Sewer Rates
- [10.](#) Amendment to Utilities Ordinance Regarding Electric Rates

RESOLUTIONS

- [11.](#) Resolution for Creation of Festival Zone

CONTRACTS/AGREEMENTS

- [12.](#) Updated Architectural and Engineering Contract for the Water Department Administration Complex
- [13.](#) Proposal for City Hall Drive Through
- [14.](#) Rotary Club of Etowah for July 4, 2022 Celebration
- [15.](#) Stormwater Acquisition/Relocation Services Contract
- [16.](#) Natural Gas Main Extension Agreement, Great Valley Commerce Center

BID AWARD/PURCHASES

- [17.](#) Horizontal Directional Drilling Machine and Vacuum Excavation System
- [18.](#) 3000kVA Transformer
- [19.](#) Flooring for FiberCom Office
- [20.](#) CrowdStrike Annual Support Renewal
- [21.](#) Rollnrack Hose Management System

OTHER

- [22.](#) Local Emergency Operations Plan – Bartow County
- [23.](#) CVS Sewer Overcharge Refund

CHANGE ORDER

- [24.](#) Water Tank Painting Project Closeout

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	May 19, 2022
DEPARTMENT SUMMARY RECOMMENDATION:	The minutes from the May 19, 2022 meeting have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
10 N. Public Square
May 19, 2022
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:01 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Wren made a motion to enter into a Closed Session for the purposes of Potential Litigation. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

Mayor Santini closed Work Session at 6:54 P.M.

OPENING MEETING

Mayor Santini called the Council Meeting to order at 7:03 P.M.

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Stepp.

The City Council met in Regular Session with Matthew 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; Taff Wren, Council Member Ward Six Dan Porta, City Manager; Julia Drake, City Clerk; and Keith Lovell, Assistant City Attorney.

Absent:

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. May 5, 2022

Council Member Stepp made a motion to approve the May 5, 2022 Council Minutes. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 6-0

PROCLAMATIONS

2. National Safe Boating Week

Mayor Matt Santini stated this proclamation is to promote National Safe Boating Week,



Council Member Stepp left the meeting.

5. Z22-01: Rezone 103.85 acres from R-20 to RA-12 Applicant: Prime Engineering, Inc.

Mr. Hardegree stated this application is requesting to rezone 103.85 acres from R-20 to RA-12 for the construction of 199 townhomes adjacent to I-75 and north of Center Rd. Project site is known as Etowah Preserve Phase 2. Furthermore, he stated if approved, the following zoning conditions should be adopted:

1. No more than 199 lots/units shall be built in Etowah Preserve Phase 2 as presented in this application and on the concept plan.
2. No development or Finished Floor Elevation (FFE) is to occur above the 1100 ft. elevation without the review and approval of the Water Department.
3. A 50ft. buffer must be provided between the development and the Proposed Center Road Re-alignment.
4. A 50ft. buffer must be provided between the development and the Right-of Way for Interstate 75.

5. Developer to provide necessary easements for a natural gas line extension on the property.
6. As referenced in the letter from Commissioner Steve Taylor, the owner/developer is required to leave in place the unnamed county service road on property identified as Tax Parcel C108-0001-001 and access to Center Road from adjoining properties, identified as Tax Parcel ID Nos. 0078-0172-001 and 0078-0101-001, or to provide an alternative solution for access to Center Road for said adjoining properties.

Planning Commission recommends denial of the application, 4-1.

Public hearing opened.

Rob MacPherson, 862 Devonwood Trail, Marietta, came forward to represent the applicant, Prime Engineering and stated he had no issues with the conditions.

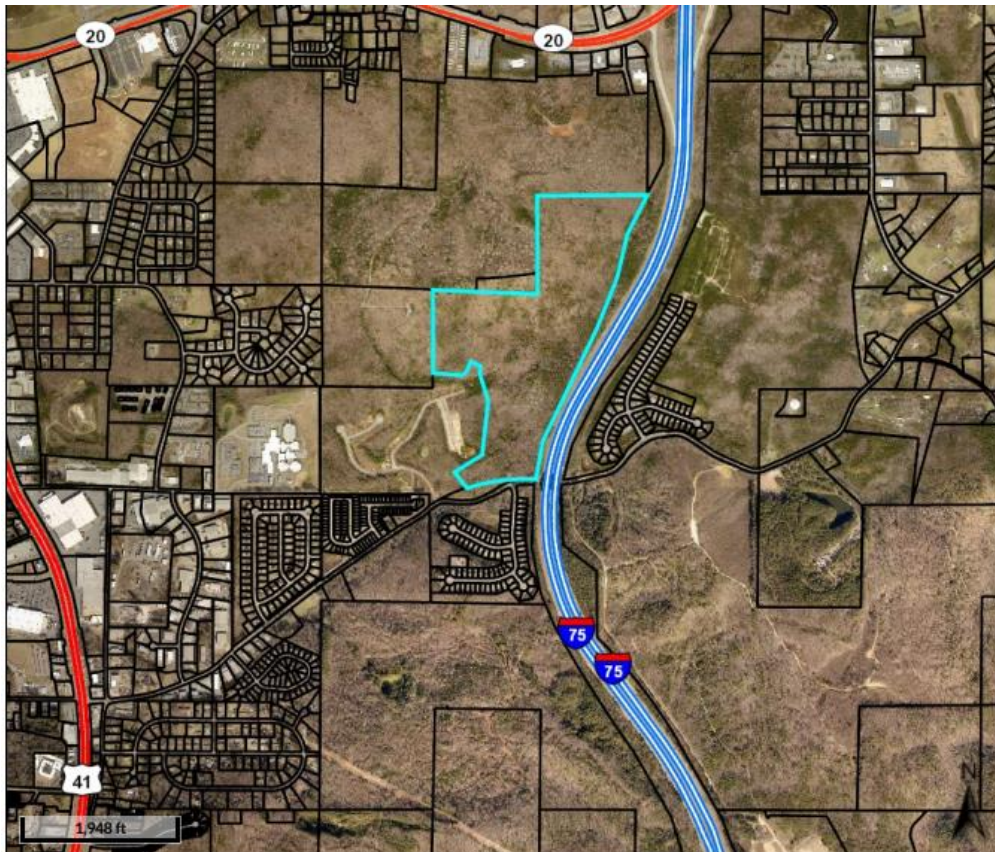
Robert Walker, 15 S. Public Sq., came forward to represent the Tilley Property and stated his client has no opposition in the rezoning but ask Council to please consider carrying the conditions over.

Donna Slaven, 10 Everest Dr., came forward to speak of the concern of increased traffic.

Sherry Rys, 22 Canyon Trl., came forward to speak of the concern of increased traffic.

With no other comments, the public hearing closed.

This is a first reading. Voting will take place at the June 2, 2022 City Council Meeting.



PRESENTATION

6. FY2021 Audit Presentation

Tom Rhinehart, Finance Director, introduced Christopher McKellar with Mauldin and Jenkins. Mr. McKellar gave a presentation on the city's FY 2021 annual audit.

CONTRACTS/AGREEMENTS

7. 2022-2023 GEMS Main Street MOU

Freddy Morgan, Assistant City Manager, stated the DDA is seeking approval from Council for the annual MOU with DCA for our accredited Main Street program. DDA Board and staff recommend approval.

Council Member Roth made a motion to approve the 2022-2023 GEMS Main Street MOU. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

8. Red Top Industrial

Tom Gilliam, Parks and Recreation Director, stated the Parks & Recreation Department received 1 bid from Red Top Industrial for the renovation of the Gazebo in Dellinger Park. These renovations will include the following: removal of wooden handrails, flooring, damaged floor joists, installation of 6x6 posts, lag bolt system, new deck boards, top plate for handrail system, pickets & bottom plate for handrail system, and an exterior gate at the gazebo for lake access. All new structure will be screwed with deck mate screws. The total amount of this project will be \$35,500 including a completion date of no later than June 30, 2022. Approval was recommended.

Council Member Fox made a motion to approve Red Top Industrial. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

9. Cartersville Fence Company

Mr. Gilliam stated The Parks & Recreation Department received 1 bid from Cartersville Fence Company for new fencing at Deerfield Park. These renovations will include material for a 3-rail vinyl fence, 48 bags of cement, and labor to install the fencing. The cost for fencing and installation is \$7,788, which includes the cost of new gravel for the parking lot estimated at \$7,500 for a total of \$15,288. There is a guaranteed completion date of no later than June 30, 2022. Approval was recommended.

Council Member Fox made a motion to approve Cartersville Fence Company. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

10. GO Bond Project

Mr. Gilliam stated the Parks & Recreation Department is proposing a GO Bond Project for the back entrance/exit in Dellinger Park. This project will include the removal of the bushes along the left hand side of the back entrance/exit going toward the exit. They will be replaced with fencing that matches the main entrance/exit. The amount for fabricated steel from Steel Materials

will be \$8,155 and the lumber for the fence estimated at \$7,500 for a total of \$15,655. Our Parks Maintenance Staff will be installing the fence with a guaranteed completion date of no later than June 30, 2022. Any additional funds in the GO Bond account will be applied to the purchase of Water Filling Stations in Dellinger Park at the Tennis Center and the Concession Building.

Council Member Roth made a motion to approve the GO Bond Project. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

BID AWARD PURCHASE

11. Fine Screen Replacement Brushes

Sidney Forsyth, Water Department Director, stated the WPCP operates a set of fine screens installed between the aeration basins and final clarifiers. These screens remove lint, hair and fine particles not captured in earlier treatment processes. Removing this material at this point helps maintain cleaner final clarifiers and prevents their discharge in the plant effluent.

Approval was recommended to purchase these brushes and associated wear plates and hardware from the sole source provider, Zima Corporation, at a price of \$8,615.00.

Council Member Roth made a motion to approve the purchase of Fine Screen Replacement Brushes. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

12. Painting and Drywall Repair

Dan Porta, City Manager, stated this item is for the repainting and drywall repair for the new FiberCom offices located at 500 S. Tennessee St. The total cost for this repair is \$11,500 from Fowler Professional Painting. This is not a budgeted item, but will be paid with available funds in the FiberCom budget. Approval was recommended.

Council Member Cooley made a motion to approve the Painting and Drywall Repair. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 5-0

CHANGE ORDER

13. Engineering Services Change Order

Tommy Sanders, Public Works Director, stated Public Works has received an additional change order request from Southland Engineering in order to complete the preliminary engineering phase of this project.

The total amount of this change order is \$524,435.90.

Currently, preliminary engineering funds are reimbursed by GDOT. In 2016, the city was awarded up to \$609,497.21 in reimbursement funds. At this time, 82% of these funds have been utilized. Once this funding is exhausted, the remaining preliminary engineering fees will need to be funded by SPLOST.

If Mayor and Council would like to move forward with this project, this change order needs to be approved.

Mr. Lutjens came forward to explain, in depth, the reasoning and need for this change order and to answer any questions from the Mayor and Council.

Council Member Hodge made a motion to approve the Engineering Services Change Order. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 4-1 with Council Member Fox in opposition.

OTHER

14. Banking Services

Mr. Rhinehart stated on March 18, 2022, the City Finance Department issued an RFP for banking services. The RFP's were due back to the city on April 18, 2022. There were three (3) banks that responded – Ameris Bank, Synovus bank, and Truist Bank. A lengthy analysis was done on the three bank proposals by myself and the finance staff and it was determined that Ameris Bank is the best fit for the city banking services based on the city needs stated in the RFP. All the banks had similar processes and ideas for improvements, but Ameris Bank offered slightly more for the city than the other two banks. After the switch from our current bank to Ameris Bank is completed, we will be looking at making additional changes that will help make our processes more efficient – automated bank reconciliations and integrated payables. Once the city migrates to the new bank and we feel comfortable with the change, we will also be looking at the possibility of incorporating a lockbox system. In the meantime, we will have access to all of the current bank processes and should see an increase in monthly interest received from the bank. Approval was recommended that the banking services be moved to Ameris Bank from Truist Bank.

Council Member Wren made a motion to approve the change in Banking Services. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

MONTHLY FINANCIAL REPORT

15. March 2022 Financial Report

Mr. Rhinehart presented the March 2022 Financial Report and compared the numbers to March 2021.

Annalee Penny came forward to notify Mayor, Council, and the public that a Natural Gas Safety Survey would be going out on Monday, May 23, 2022.

In addition, she gave a shout out to our amazing Public Works crews and stated May 15-21 is National Public works Week.

Council Member Roth congratulated the Class of 2022 and stated graduation ceremonies would be commencing.

Mayor Santini stated the Cartersville Canes would be playing for the championship at the Rome Braves Stadium and we wish them all the luck. GO CANES!

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

Meeting Adjourned at 8:20 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Cartersville Building Authority
DEPARTMENT SUMMARY RECOMMENDATION:	The current terms for Jerry Milam and Fritz Dent on the Cartersville Building Authority have expired. They would like to continue serving and if reappointed, their new terms would expire on May 15, 2026.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Alcohol Control Board
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The current terms for Christine Brown (Ward 4) and Rick Kollhoff (Ward 6) on the Alcohol Control Board have expired. They would like to continue serving and if reappointed, their new terms would expire on June 3, 2026.</p> <p>Cortney Hultman has resigned and Matt Terry would like to serve on the Alcohol Control Board for Ward 5. If he is appointed, his term will expire on September 5, 2023.</p>
LEGAL:	N/A

CITY OF CARTERSVILLE

City Board/Commission Application Form

Applicant Information

Name Terry Math H.
(last) (first) (middle initial)

Address 12 Howard Heights, Cartersville, GA 30120
(street)

Email Address Math@wire2wirecunning.com


Home Phone 678-535-0214 Cell Phone 

City Resident Yes No Ward 1 2 3 4 (5) 6
(if applicable)

Related Experience: Civic/Business/Other

SAR America Vice-President South Region 2000 - Present
Co-owner Wire2Wire Running 2017 - Present
Advocates For Children - Bd Member 2003-2012 (Chairman 2006-2009)
Community Coach, Cartersville High School Track and Cross-Country 2011 - Present

Personal References (list at least 3)

Jason Shaw Owner Pals Car Wash 
Boyd Pettit Attorney
Marc Feurbach Superintendent of Schools

Position Information

Board/Commission applying for: Alcohol Control Board

Reason interested in position (please explain in space provided)
As a 22 year resident of Cartersville, the opportunity to serve on a local City Commission represents to me a small way to give back in a civic manner to the City that I consider my adopted hometown - I have had the pleasure to serve on many local Boards volunteering and as a local business owner throughout these 22 years and this opportunity represents a positive way in which I can impact the future of this wonderful community!

Math H. Terry
Applicant Signature

5/26/2022
Date

Thank you for your interest in serving our community



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Board of Zoning Appeals
DEPARTMENT SUMMARY RECOMMENDATION:	The current term for Lamar Pendley on the Board of Zoning Appeals has expired. He would like to continue serving as the Mayor's appointee and if reappointed, his new term would expire on June 1, 2024.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Public Hearing – 2nd Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	AZ22-02. De-annex a 3.23 acre tract.. Zoning is R-20 with conditions. Applicant: CAE, LLC
DEPARTMENT SUMMARY RECOMMENDATION:	<p>De-annex 3.23 acres from City, zoned R-20 with conditions, to County for the construction of a mixed-housing development in Unincorporated Bartow County. The project site is located behind the Holiday Inn Express and Suites adjacent to I-75 and south of SR20.</p> <p>Planning Commission recommends approval with the following conditions:</p> <ol style="list-style-type: none"> 1) Allow a utility easement for a natural gas main extension per a developer approved location; and, 2) The easement shall not exceed 20ft in width.
LEGAL:	N/A

ZONING & DE-ANNEXATION SYNOPSIS

Petition Number(s): AZ22-02

REQUEST SUMMARY:

The applicant is requesting to de-annex property identified as Parcel No. C108-0002-014 containing 3.23 acres into Bartow County to support a mixed-use residential development planned on parcel, 0078-0101-001, and zoned R-3CU (Bartow County).

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Property Address: Hwy 20 @ I75 (C108-0002-014)
Applicant: CAE, LLC.
Representative: Karl Lutjens
Total Acreage: 3.23 acres

LAND USE INFORMATION

Current Zoning: R-10 Single Family Residential (w/ conditions)

Proposed Zoning: NA

Proposed Use: Multi-family development in Uninc. Bartow County

Current Zoning of Adjacent Property:

North: County C-1
South: City R-20
East: City R-10
West: County R-3CU; County M-1

Tract:

District: 4th **Section:** 3rd
Land Lots: 102
Ward: 1 **Council Member:** Kari Hodge

The Future Development Plan designates the subject properties as: Suburban Living

The Future Land Use Map designates adjacent or nearby city properties as: Low and Medium Density Residential

ANALYSIS

This de-annexation request is to accommodate a residential planned development for the adjacent western property identified as County Parcel No. 0078-0101-001. The concept plan shows a driveway and several residential units on the city tract, C108-0002-014. Both tracts have the same owner, CAE, LLC. Both tracts are undeveloped. The city tract is landlocked.

In 2004, zoning case Z04-14, showed that this city tract was included with the overall Etowah Preserve property. See Hart & Rozier survey dated 2-11-03. The Etowah Preserve Phase 1 Preliminary Plat, approved by the Planning Commission on 2-11-06, shows this city tract had been subdivided from the overall Etowah Preserve property. Because the city tract was included with Etowah Preserve at the time of the 2004 rezoning, all zoning conditions were also applied to the city tract. Only three of the eight conditions affected this tract (C108-0002-014):

- 5. *No development to occur above the 1100 ft elevation prior to approval and consent of the Water Department of an approved plan to be able to provide service above this elevation.*
- 6. *A buffer or open space must be provided between the development and both sides of Center Rd, subject to the review and approval of the Planning and Development Department and a 50 ft setback must be provided between the development and the R/W for Interstate 75.*
- 7. *Developer to provide necessary easements for gas lines on the property.*

The City will urge the County to consider leaving item 7 as a condition of zoning so that a natural gas line can be installed to connect the existing gas main on Center Road to the gas main on Hwy 20. Ideally, a utility easement will be recorded prior to a decision on the de-annexation by city council.

City Departments Reviews

Electric: *Takes No Exception*

Fibercom: *No comments received*

Fire: *No comments received*

Gas: *Requires that a utility easement be recorded to accommodate zoning condition #7 of Z04-14.*

Public Works: *Takes No Exception*

Water and Sewer: *No comments received*

Cartersville School District: *Not applicable.*

Bartow County Administrator: *No comments received as of 5-4-22.*

Public comments: *No comments received as of 5-4-22.*

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The request is not expected to change the proposed residential use of the property.

- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed application will not create an isolated district.

- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed county zoning should not adversely affect the use of adjacent property.

- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
The property has a limited economic use as zoned.

- E. *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.*
No change in use or burden to the infrastructure is expected. If so, the County or GDOT will address.

- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The de-annexation and county zoning should conform to the land use plan for the area.

- G. *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.*
The zoning proposal should not have an adverse environmental effect.

- H. *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.*
No additional conditions are known.

RECOMMENDATION

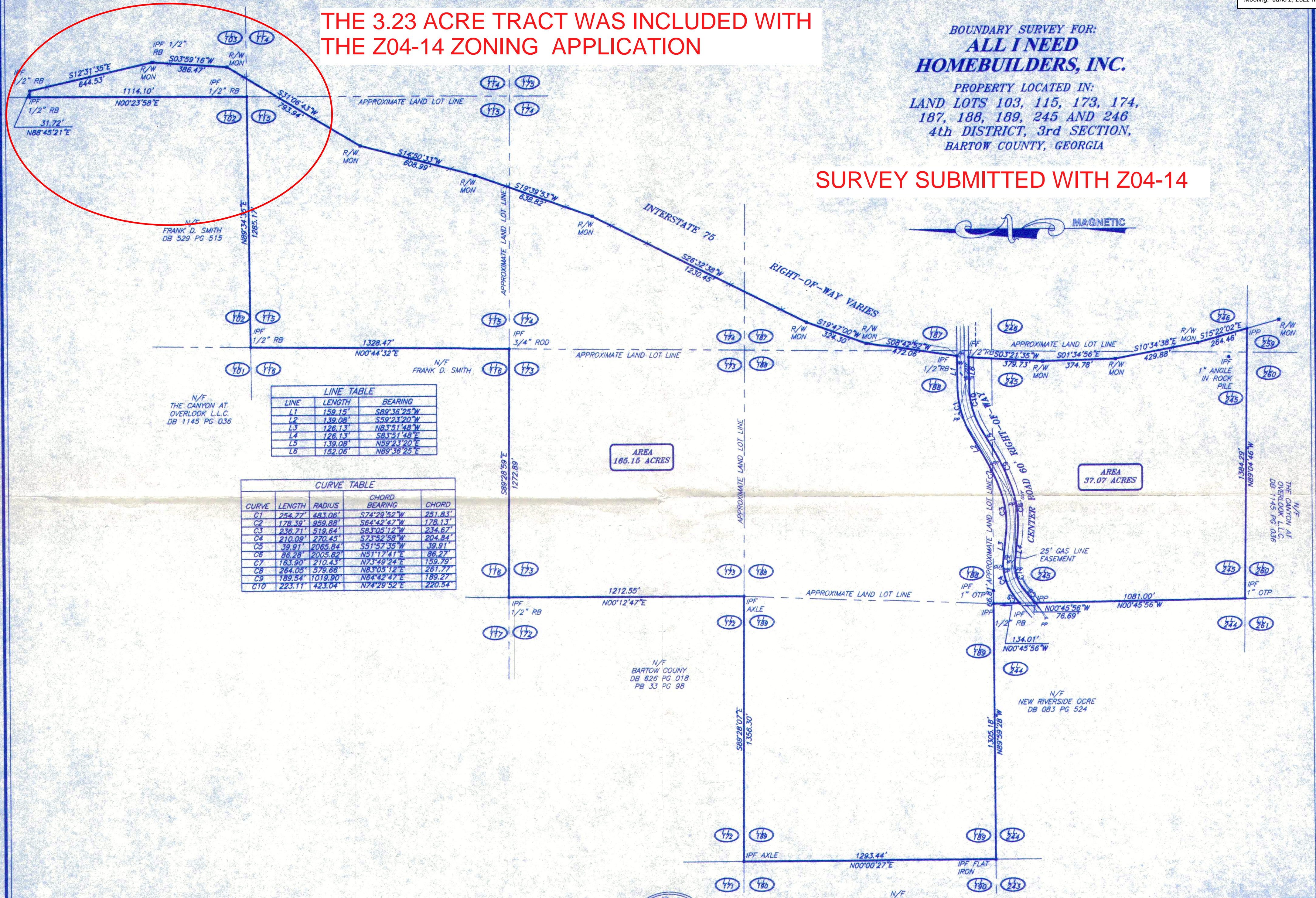
Staff has no objection to the de-annexation request. An executed utility easement to accommodate a future natural gas main extension would be preferred prior to city council's decision on the de-annexation.

THE 3.23 ACRE TRACT WAS INCLUDED WITH THE Z04-14 ZONING APPLICATION

**BOUNDARY SURVEY FOR:
ALL I NEED
HOMEBUILDERS, INC.**

PROPERTY LOCATED IN:
LAND LOTS 103, 115, 173, 174,
187, 188, 189, 245 AND 246
4th DISTRICT, 3rd SECTION,
BARTOW COUNTY, GEORGIA

SURVEY SUBMITTED WITH Z04-14



LINE TABLE

LINE	LENGTH	BEARING
L1	159.15'	S89°36'25"W
L2	139.08'	S59°23'20"W
L3	126.13'	N83°51'48"W
L4	126.13'	S83°51'48"E
L5	139.08'	N59°23'20"E
L6	152.06'	N89°36'25"E

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	254.77'	483.06'	S74°29'52"W	251.83'
C2	178.39'	959.88'	S64°42'47"W	178.13'
C3	236.71'	519.64'	S83°05'12"W	234.67'
C4	210.09'	270.45'	S73°52'58"W	204.84'
C5	39.91'	2065.84'	S51°57'35"W	39.91'
C6	86.28'	2005.82'	N51°17'41"E	86.27'
C7	163.90'	210.43'	N73°49'24"E	159.79'
C8	264.05'	579.66'	N83°05'12"E	261.77'
C9	189.54'	1019.90'	N84°42'47"E	189.27'
C10	223.11'	423.04'	N74°29'52"E	220.54'

AREA
166.15 ACRES

AREA
37.07 ACRES

PREPARED BY:
**HART & ROZIER
LAND SURVEYING, INC.**

137 N. ERWIN STREET, SUITE 104
CARTERSVILLE, GA 30120
PHONE: (770) 382-0993 FAX: (770) 382-0993



PROJECT INFORMATION
FILE: 02-072
DATE: 2/11/03
SCALE: 1"=300'
DRAWN BY:
CHECKED BY:

GENERAL SURVEY NOTES:
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 21,007 AND AN ANGULAR ERROR OF 0.1" PER POINT AND WAS ADJUSTED USING THE COMPASS METHOD. ALL ANGLES AND DISTANCES WERE MEASURED USING A SOKKIA SET 500.


THE PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN 1 FOOT IN 482,411 FEET.

LEGEND

- IPF - IRON PIN FOUND (AS NOTED)
- IPP - IRON PIN PLACED (1/2" REBAR)
- RB - REBAR
- OTP - OPEN TOP PIPE
- CTP - CRIMP TOP PIPE
- SFP - STEEL FENCE POST
- CMF - CONCRETE MARKER FOUND
- PP - POWER POLE
- POWER LINE - [Symbol]
- FENCE LINE - [Symbol]

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 02-05
Petition No. Z04-14

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by All I Need Homebuilders, Inc. (Mike Garrett). Property is located on the north and south side of Center Road, adjacent to the west side of I-75. Said property contains 202 acres located in the 4th District, 3rd Section, Land Lots 103, 115, 173-174, 187-189, and 245-246 as shown on the attached plat Exhibit “A”. Property is hereby rezoned from R-20 (Residential) to R-10 (Residential) with the following conditions. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

- 1. Maximum of 360 lots total (both sides of Center Rd) provided that no more than 290 lots shall be built below the 1100 feet elevation level.**
- 2. Minimum 1,750 square feet of heated floor area per home.**
- 3. Development must include swimming pool, tennis court(s), and clubhouse as part of the amenity package.**
- 4. Along the entire frontage of Center Road where the proposed development (both sides of road) is adjacent, widen Center Rd out to Minor Collector standards (this includes the donation of required R/W to go from 50 ft to 60 ft or more where necessary for project related improvements). Construct the accel/decal lanes required by the Development Regulations for the proposed development and also add right and left turn storage lanes in the widened portion of Center Rd for access to said development.**
- 5. No development to occur above the 1100 ft elevation prior to approval and consent of the Water Department of an approved plan to be able to provide service above this elevation.**
- 6. A buffer or open space must be provided between the development and both sides of Center Rd, subject to the review and approval of the Planning and Development Department and a 50 ft setback must be provided between the development and the R/W for Interstate 75.**
-  **7. Developer to provide necessary easements for gas lines on the property.**
- 8. A minimum of 40 acres of green space.**

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of December 2004.

ADOPTED this the 6th day of January 2005. Second Reading.

/s/ MICHAEL FIELDS

Michael G. Fields

Mayor

ATTEST:

/s/ SANDRA CLINE

Sandra E. Cline

City Clerk

SITE DATA

TOTAL ACREAGE: 161.93 AC.

TOTAL LOTS: 276

LOT DENSITY: 1.70 LOTS/AC.

MINIMUM LOT WIDTH: 60' @ BUILDING LINE

MINIMUM LOT FRONTAGE: 35'

SETBACKS:

FRONT: 10'

REAR: 20'

SIDE: 8'

GREEN SPACE: 65.2 AC. (EXCLUDING RECREATION AREA)

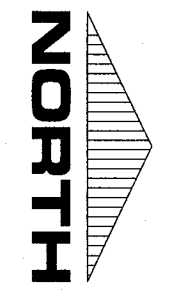
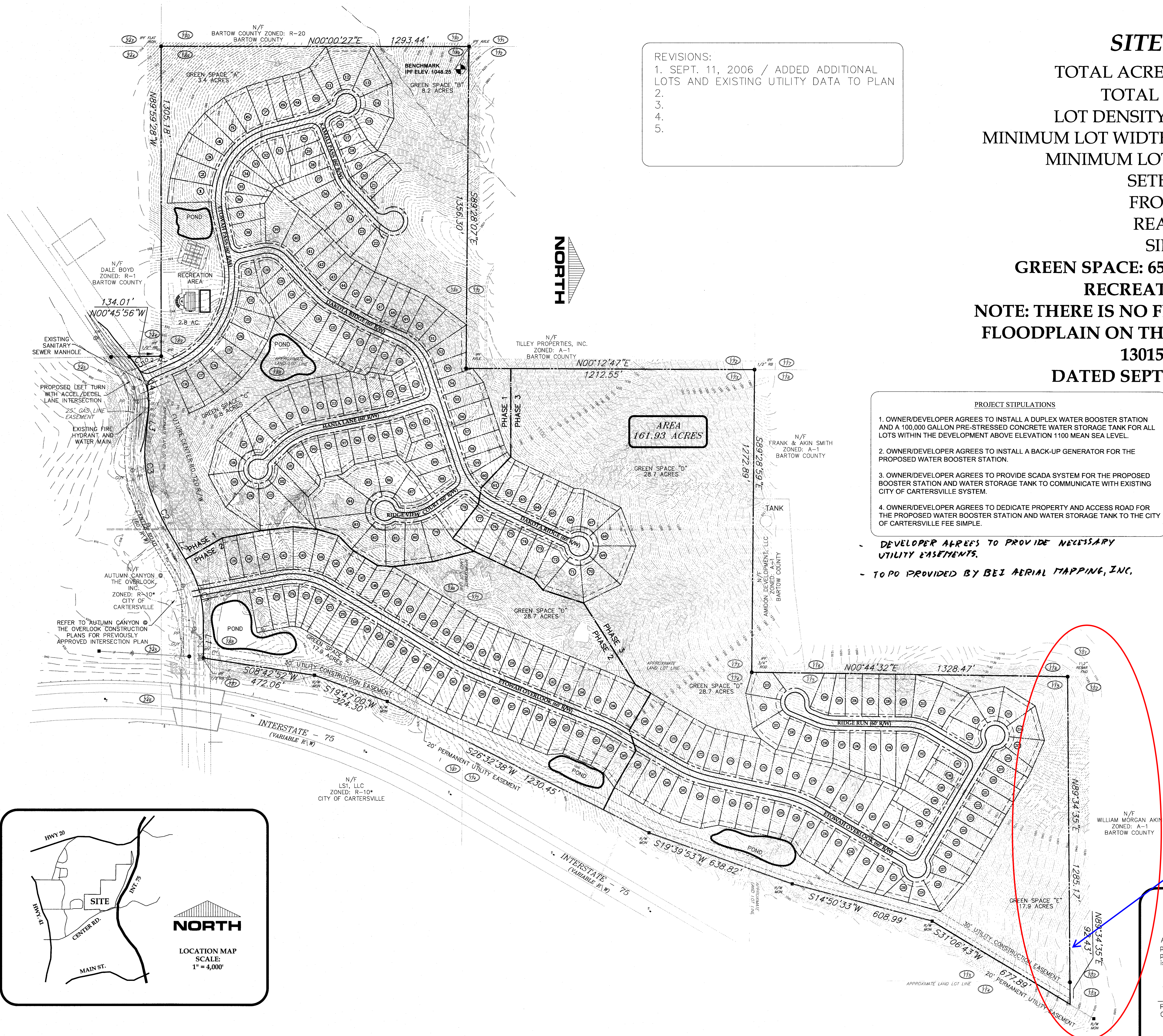
NOTE: THERE IS NO FEDERALLY REGULATED FLOODPLAIN ON THIS SITE PER FEMA MAP

13015C0087 F

DATED SEPTEMBER 29, 1989.

REVISIONS:

1. SEPT. 11, 2006 / ADDED ADDITIONAL LOTS AND EXISTING UTILITY DATA TO PLAN
- 2.
- 3.
- 4.
- 5.



AREA
161.93 ACRES

- PROJECT STIPULATIONS**
1. OWNER/DEVELOPER AGREES TO INSTALL A DUPLEX WATER BOOSTER STATION AND A 100,000 GALLON PRE-STRESSED CONCRETE WATER STORAGE TANK FOR ALL LOTS WITHIN THE DEVELOPMENT ABOVE ELEVATION 1100 MEAN SEA LEVEL.
 2. OWNER/DEVELOPER AGREES TO INSTALL A BACK-UP GENERATOR FOR THE PROPOSED WATER BOOSTER STATION.
 3. OWNER/DEVELOPER AGREES TO PROVIDE SCADA SYSTEM FOR THE PROPOSED BOOSTER STATION AND WATER STORAGE TANK TO COMMUNICATE WITH EXISTING CITY OF CARTERSVILLE SYSTEM.
 4. OWNER/DEVELOPER AGREES TO DEDICATE PROPERTY AND ACCESS ROAD FOR THE PROPOSED WATER BOOSTER STATION AND WATER STORAGE TANK TO THE CITY OF CARTERSVILLE FEE SIMPLE.

- DEVELOPER AGREES TO PROVIDE NECESSARY UTILITY EASEMENTS.
- TO PO PROVIDED BY BEI AERIAL MAPPING, INC.

Ordinance
of the
City of Cartersville, Georgia

Ordinance No.
Petition No. Z04-14

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, all that certain tract of land owned by All I Need Homebuilders, Inc. (Mike Garrett). Property is located on the north and south side of Center Road, adjacent to the west side of I-75. Said property contains 202 acres located in the 4th District, 3rd Section, Land Lots 103, 115, 173, 174, 187, 188, 189, 245 and 246 as shown on the attached plat Exhibit "A". Property is hereby rezoned from R-20 (Residential) to R-10 (Residential) with the following conditions. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

1. Maximum of 360 lots total (for both sides of Center Road) provided that no more than 290 lots shall be built below the 1100 feet elevation level.
2. Minimum 1,750 square feet of heated floor area per home.
3. Development must include swimming pool, tennis court(s), and clubhouse as part of the amenity package.
4. Along the entire frontage of Center Road where the proposed development (both sides of road) is adjacent, widen Center Road out to Minor Collector standards (this includes the donation of required R/W to go from 50' to 60' or more where necessary for project related improvements). Construct the accel/decel lanes required by the Development Regulations for the proposed development and also add right and left turn storage lanes in the widened portion of Center Road for access to said development.
5. No development to occur above the 1100 elevation prior to approval and consent of the Water Department of an approved plan to be able to provide service above this elevation.
6. A buffer or open space must be provided between the development and both sides of Center Road, subject to the review and approval of the Planning and Development Department and a 50 foot setback must be provided between the development and the right-of-way for Interstate 75.
7. Development to provide necessary easements for gas line on the property.
8. A minimum of 40 acres of green space.

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED this the 16th day of December 2004. First Reading
ADOPTED this the 6th day of January 2004. Second Reading

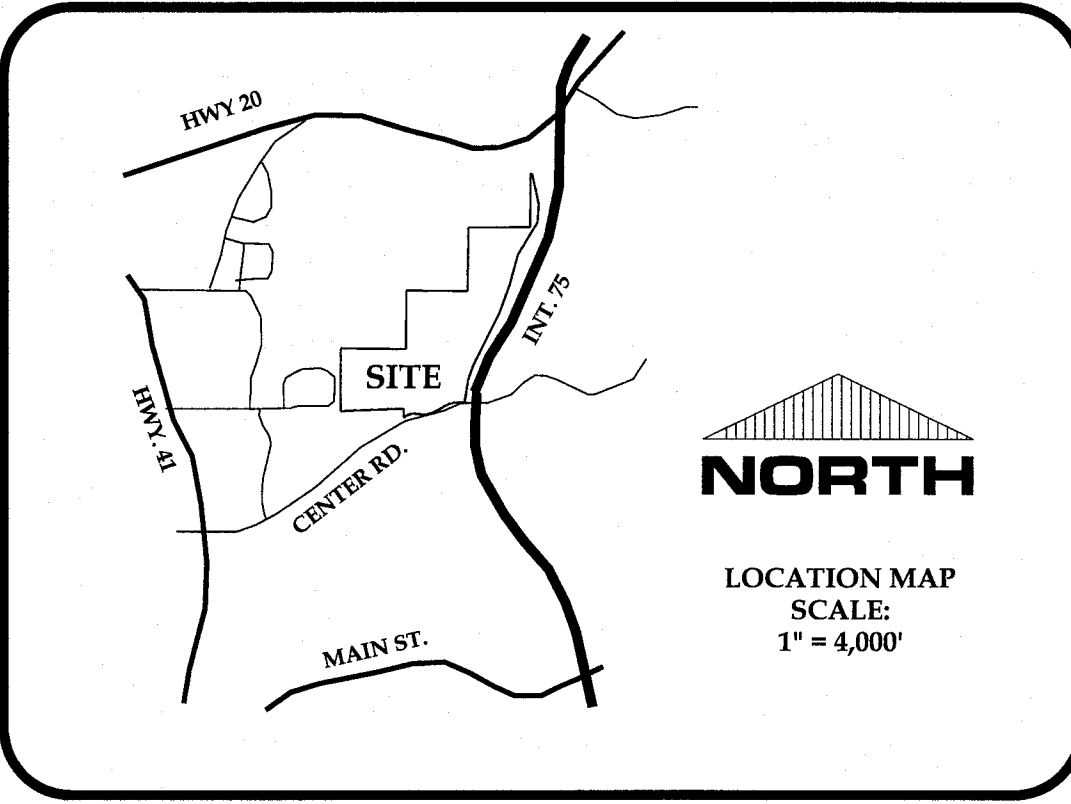
PROPERTY LINE EXTENDED.
C108-0002-014
REMOVED FROM ETOWAH PRESERVE PROPERTY

Preliminary Plat
Approval Certificate

All requirements of the City of Cartersville Development Regulations relative to the preparation and submission of a Preliminary Plat having been fulfilled, approval of this plat is hereby granted subject to further provisions of said Regulations. This certificate is effective for 24 months from the date of signing unless a Final Plat is recorded.

Robert Miller
Planning Commission
Chairman

Sept 12, 2006
Date



OWNER/DEVELOPER:
AMIDON DEVELOPMENT, LLC
505 HAMES ROAD
MARIETTA, GA 30060
24 HOUR PHONE: 678-410-0170
CONTACT: FRANK SNAFFORD

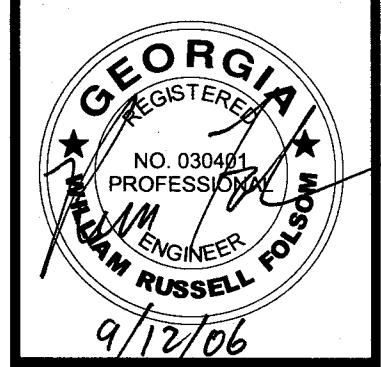
PRELIMINARY PLAT FOR ETOWAH PRESERVE

DISTRICT: 4th SECTION: 3rd
LAND LOTS: 103, 115, 173, 174, 187, 188, 189, 245, 246
BARTOW COUNTY, CITY OF CARTERSVILLE, GEORGIA

OVERALL PLAN

ISSUE DATE	DESCRIPTION
A	8/29/06 PRE-PLAT SUBMITTAL TO CARTERSVILLE
B	9/12/06 PRE-PLAT SUBMITTAL TO CARTERSVILLE

DESIGNED: WRF
DRAWN: WRF
PROJ NO.: 06001



ADVANCED ENGINEERING CONSULTANTS, LLC
3880 PINWOOD COURT
PHENIX CITY, GA 31706
PHONE: 678-841-2888
FAX: 678-841-2888

PP-ALL
1 OF 4

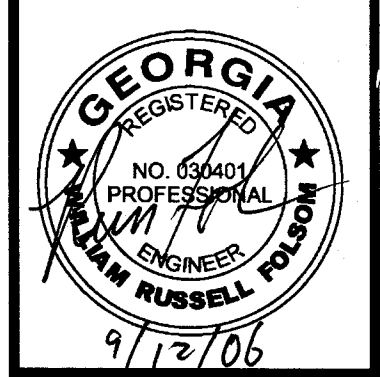
OWNER/DEVELOPER:
AMIDON DEVELOPMENT, LLC
505 HAMES ROAD
MARIETTA, GA 30060
24 HOUR PHONE: 678-410-0170
CONTACT: FRANK SWAFFORD

**PRELIMINARY PLAT
FOR
ETOWAH PRESERVE**
DISTRICT: 4th SECTION: 3rd
LAND LOTS: 103, 115, 173, 174, 187, 188, 189, 245, 246
BARTOW COUNTY, CITY OF CARTERSVILLE, GEORGIA

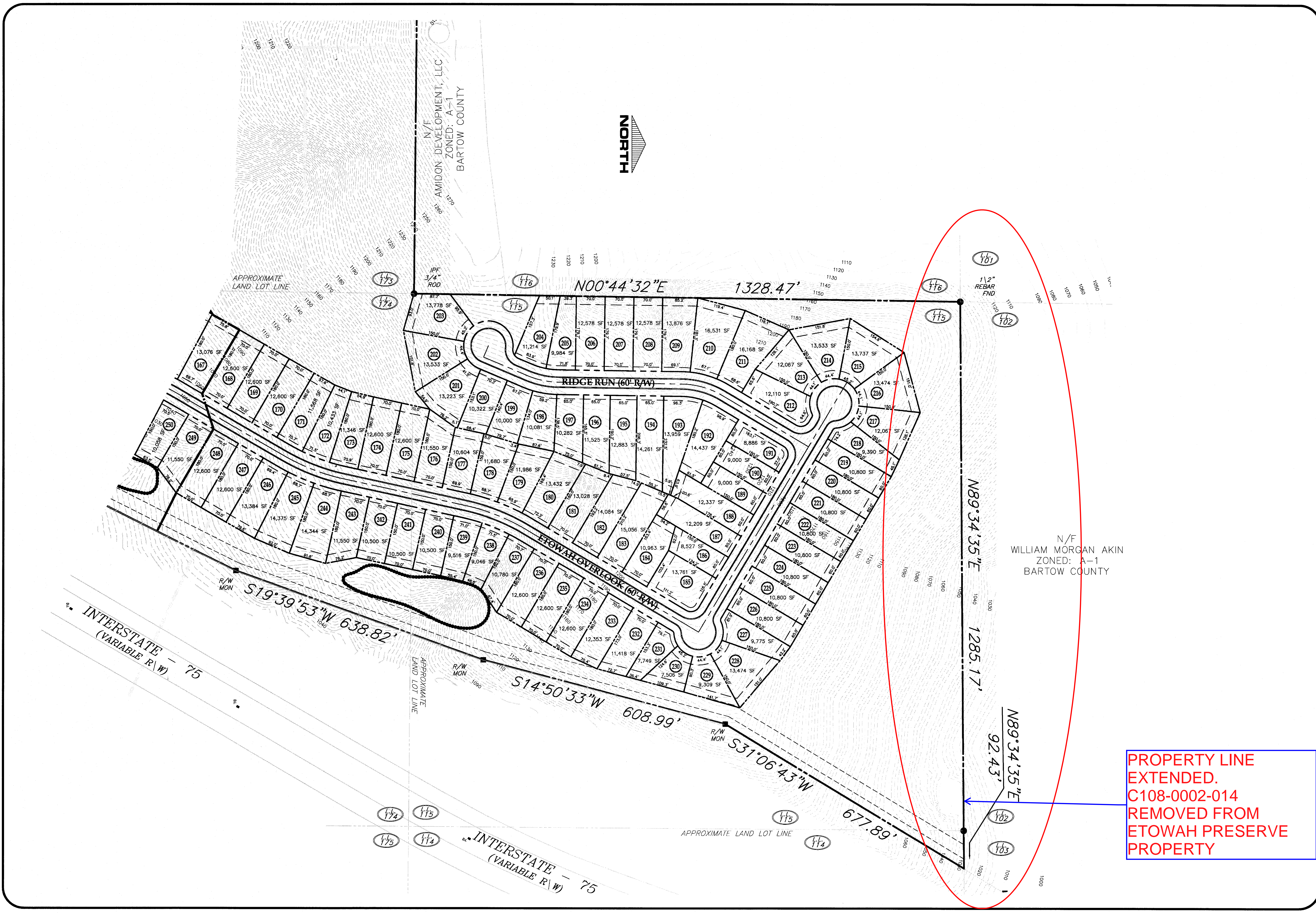
**PRELIMINARY
PLAT
3 OF 3**

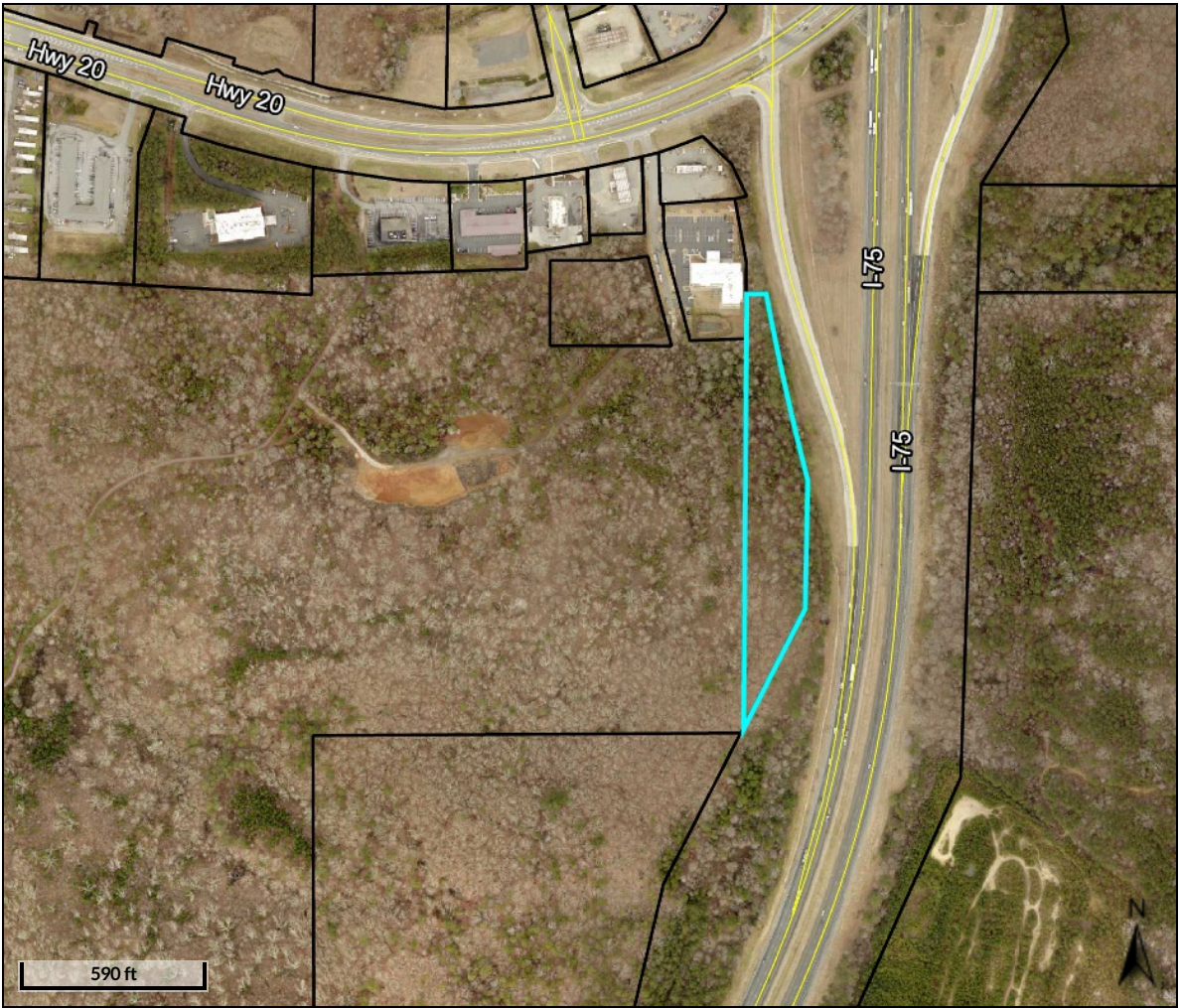
ISSUE	DATE	DESCRIPTION
A	8/29/06	PREL. PLAT SUBMITTAL TO CARTERSVILLE
B	9/12/06	PREL. PLAT SUBMITTAL TO CARTERSVILLE

DESIGNED: WRF
DRAWN: WRF
PROJ NO.: 06001

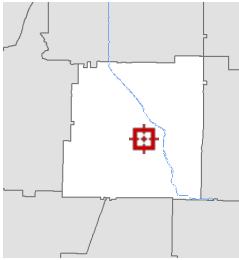


ADVANCED ENGINEERING CONSULTANTS, LLC
3880 PINWOOD COURT
PHOENIX, AZ 85018
TEL: (480) 444-2222
FAX: (480) 444-2222





Overview



Legend

-  Parcels
-  Roads

Parcel ID	C108-0002-014	Alternate ID	40424	Owner Address	CAE LLC
Sec/Twp/Rng	n/a	Class	Residential		PO BOX 1312
Property Address	HWY 20	Acreage	3.23		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL 102 D 4 3RD SEC. CITY PORTION TRACT 6				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 4/29/2022
 Last Data Uploaded: 4/29/2022 9:16:13 AM

Developed by 

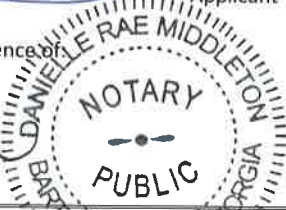
Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ 22-02
Date Received: 4/5/22

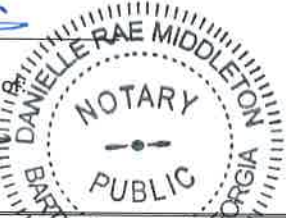
Public Hearing Dates:

Planning Commission 5/10/22 5:30pm 1st City Council 5/19/22 7:00pm 2nd City Council 6/2/22 7:00pm

Applicant CAE, LLC Office Phone _____
(printed name)
 Address PO BOX 1312 Mobile/ Other Phone _____
 City CARTERSVILLE State GA Zip 30120 Email tommys@raintree-properties.com
 Representative's printed name (if other than applicant) KARL LUTJENS Phone (Rep) 770.387.0940
 Representative Signature [Signature] Email (Rep) KARL@SOUTHLANDENGINEERS.COM
 Applicant Signature [Signature]
 Signed, sealed and delivered in presence of _____ My commission expires: 01-23-2025
 Notary Public [Signature]



* Titleholder CAE, LLC Phone _____
(titleholder's printed name)
 Address PO BOX 1312, CARTERSVILLE, GA 30120 Email tommys@raintree-properties.com
 Signature [Signature]
 Signed, sealed, delivered in presence of _____ My commission expires: 01-23-2025
 Notary Public [Signature]



Present Zoning District R-10 Requested Zoning N/A C108-0002-014
 Acreage 3.23 Land Lot(s) 202 District(s) 4th Section(s) 3rd
 Location of Property: HWY 20
(street address, nearest intersections, etc.)
 Reason for Rezoning Request: De-annexation to combine with parcel already located in the county.
(attach additional statement as necessary)

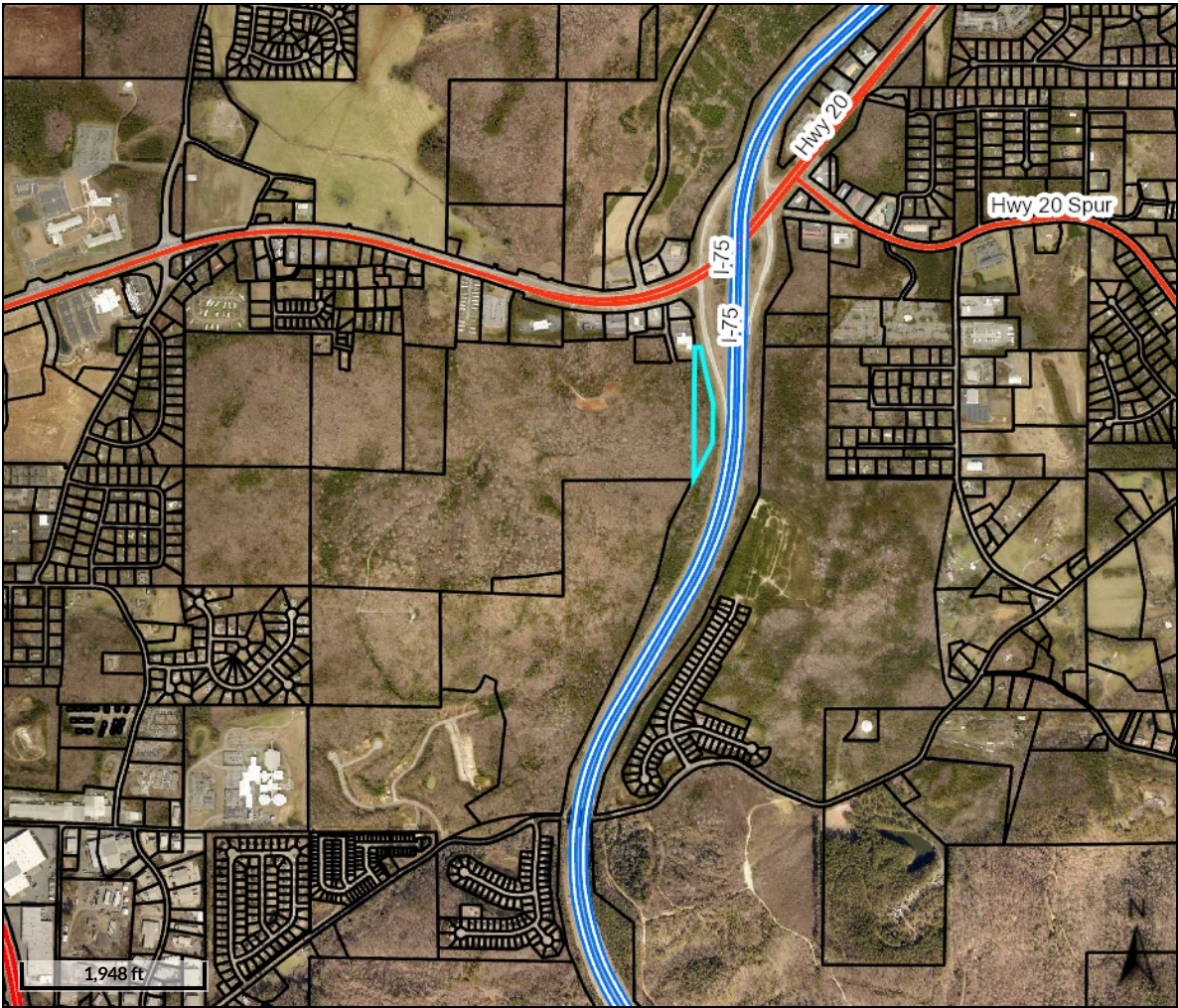
* Attach additional notarized signatures as needed on separate application pages.

Zoning Analysis for Annexation/ Zoning

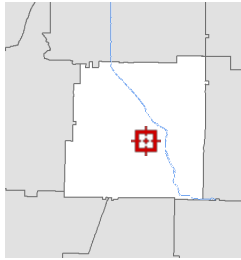
Specifics of Proposed Use

Case Number: AZ 22-02

Tax Map Parcel(s) # <u>C108-0002-014</u>		Voting Ward(s) <u>1 (Hdgo)</u>	
Current Land Use <u>Suburban Living</u>	Current Zoning <u>R-10</u>		
Proposed Land Use <u>N/A</u>	Proposed Zoning <u>N/A</u>		
Number of Dwelling Units <u>N/A</u>	Number of Occupants _____		
Owner Occupied? Yes _____ No _____			
Number of School-aged Children _____	Grade Level(s) of School-aged Children _____		
School(s) to be attended: _____			
Current Utility Service Providers (Check Service provider or list if Other)			
Water: _____ City	<input checked="" type="checkbox"/> County	_____ Well/ Other	
Sewer: _____ City	<input checked="" type="checkbox"/> County	_____ Septic/ Other	
Natural Gas: _____ City	_____ Other (List) _____		
Electricity: _____ City	_____ GA Power	_____ Greystone	
	_____ Other (List) _____		



Overview



Legend

- Parcels
- Roads

Parcel ID	C108-0002-014	Alternate ID	40424	Owner Address	CAE LLC
Sec/Twp/Rng	n/a	Class	Residential		PO BOX 1312
Property Address	HWY 20	Acreeage	3.23		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL 102 D 4 3RD SEC. CITY PORTION TRACT 6				
	(Note: Not to be used on legal documents)				

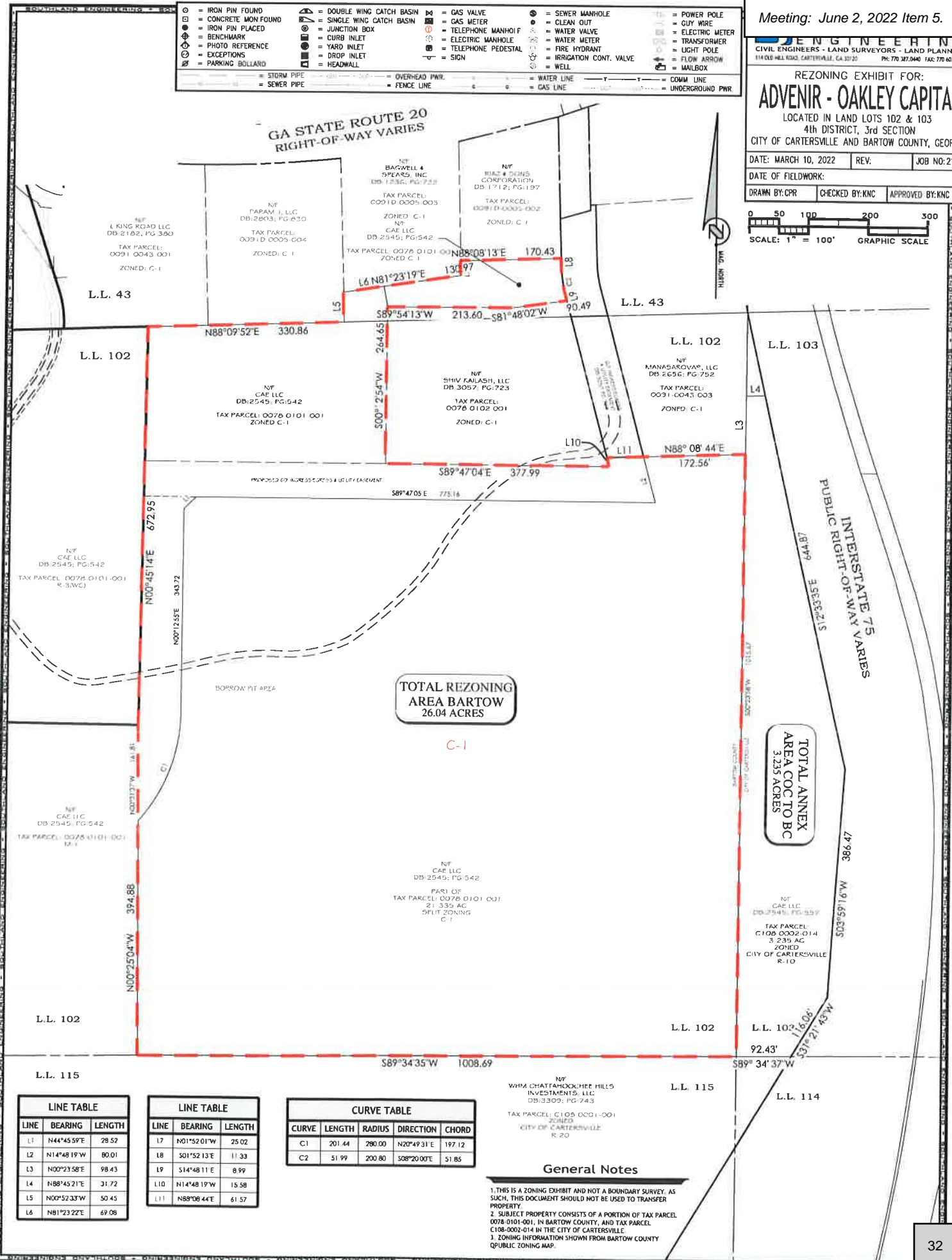
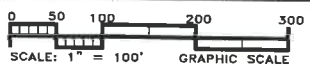
Date created: 4/4/2022
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Developed by **Schneider**
 GEOSPATIAL

ENGINEERING
 CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
 174 OLD HILL ROAD, CARTERSVILLE, GA 30130 PH: 770 387-0440 FAX: 770 607-5151

REZONING EXHIBIT FOR:
ADVENIR - OAKLEY CAPITAL
 LOCATED IN LAND LOTS 102 & 103
 4th DISTRICT, 3rd SECTION
 CITY OF CARTERSVILLE AND BARTOW COUNTY, GEORGIA
 DATE: MARCH 10, 2022 REV: JOB NO: 21182
 DATE OF FIELDWORK:
 DRAWN BY: CPR CHECKED BY: KNC APPROVED BY: KNC

○ = IRON PIN FOUND	⊠ = DOUBLE WING CATCH BASIN	⊠ = GAS VALVE	⊠ = SEWER MANHOLE	⊠ = POWER POLE
⊠ = CONCRETE MON FOUND	⊠ = SINGLE WING CATCH BASIN	⊠ = GAS METER	⊠ = CLEAN OUT	⊠ = GUY WIRE
⊠ = IRON PIN PLACED	⊠ = JUNCTION BOX	⊠ = TELEPHONE MANHOLE	⊠ = WATER VALVE	⊠ = ELECTRIC METER
⊠ = BENCHMARK	⊠ = CURB INLET	⊠ = ELECTRIC MANHOLE	⊠ = WATER METER	⊠ = TRANSFORMER
⊠ = PHOTO REFERENCE	⊠ = YARD INLET	⊠ = TELEPHONE PEDESTAL	⊠ = FIRE HYDRANT	⊠ = LIGHT POLE
⊠ = EXCEPTIONS	⊠ = DROP INLET	⊠ = SIGN	⊠ = IRRIGATION CONT. VALVE	⊠ = FLOW ARROW
⊠ = PARKING BOLLARD	⊠ = HEADWALL		⊠ = WELL	⊠ = MAILBOX
— = STORM PIPE	— = OVERHEAD PWR.	— = WATER LINE	— = COMM LINE	
— = SEWER PIPE	— = FENCE LINE	— = GAS LINE	— = UNDERGROUND PWR	



TOTAL REZONING AREA BARTOW
 26.04 ACRES

TOTAL ANNEX AREA COC TO BC
 3.235 ACRES

LINE TABLE		
LINE	BEARING	LENGTH
L1	N44°45'59"E	28.52
L2	N14°48'19"W	80.01
L3	N00°23'58"E	98.43
L4	N88°45'21"E	31.72
L5	N00°52'33"W	50.45
L6	N81°23'22"E	69.08

LINE TABLE		
LINE	BEARING	LENGTH
L7	N01°52'01"W	25.02
L8	S01°52'13"E	11.33
L9	S14°48'11"E	8.99
L10	N14°48'19"W	15.58
L11	N88°08'44"E	61.57

CURVE TABLE				
CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	201.44	280.00	N20°49'31"E	197.12
C2	51.99	200.80	S08°20'00"E	51.85

General Notes

1. THIS IS A ZONING EXHIBIT AND NOT A BOUNDARY SURVEY. AS SUCH, THIS DOCUMENT SHOULD NOT BE USED TO TRANSFER PROPERTY.
2. SUBJECT PROPERTY CONSISTS OF A PORTION OF TAX PARCEL 0078-0101-001, IN BARTOW COUNTY, AND TAX PARCEL C108-0002-014 IN THE CITY OF CARTERSVILLE.
3. ZONING INFORMATION SHOWN FROM BARTOW COUNTY QPLC ZONING MAP.

SURVEYOR'S CERTIFICATE

That the undersigned, a Georgia Registered Land Surveyor, on behalf of the above Annexation/ zoning applicant do certify the following:

- 1) That the attached survey contains no fewer than four surveyed map regulation points and recorded with the Georgia Coordinate System of 1985.
- 2) That the attached survey shows the boundaries of the area being annexed and the existing boundaries of the area being annexed and the existing boundaries of the annexing municipality between the points at which these boundaries close, if applicable.
- 3) That the attached survey meets the requirements of O.C.G.A. 15-6-67 and Section 180-7-01 Technical Standards for Property Survey, Rules and Regulations of the State of Georgia.
- 4) That the map demarcation of the map registration points are well distributed along, within, or near the boundary of the annexed area.
- 5) That at least one-eighth of the aggregate external boundary or fifty (50) feet of the area to be annexed, whichever is less, either abuts directly on the municipal boundary or would directly abut on the municipal boundary if it were not otherwise separated from the municipal boundary by other lands owned by the municipal corporation, by lands owned by this State, or by the definite width of any street or street right of way; any creek or river; any right of way of a railroad or other public service corporation, which divides the municipal boundary from any area proposed to be annexed.

04-04-2022
Date


 Georgia Registered Land Surveyor



ZONING ADMINISTRATOR:

- 1. Case Number: A722-02
- 2. Yes No N/A

The above property complies with the City of Cartersville minimum size requirements to construct a building or structure occupiable by persons or property under the policies, ordinance, or regulations of the City of Cartersville.

3. Survey attached?
4/4/22
Date


Zoning Administrator

LIST OF ADJACENT PROPERTY OWNERS
(Not required if City mails public notices)

The following are all of the individuals, firms, or corporations owning property on the sides, rear, and in front of (across street from) the property sought to be rezoned:

	<u>NAME</u>	<u>ADDRESS</u>
1.	MANASAROVAR, LLC.	35 Hobson Way, Rome, GA 30161
2.	WMM Chattahoochee Hills Investments, LLC.	800 Capps Ferry, Douglasville, GA
3.	HYBRASS Properties, LLC.	988 East Freeway Drive Ste A, Conley, GA 30135
4.		30094
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Attach additional names if necessary.

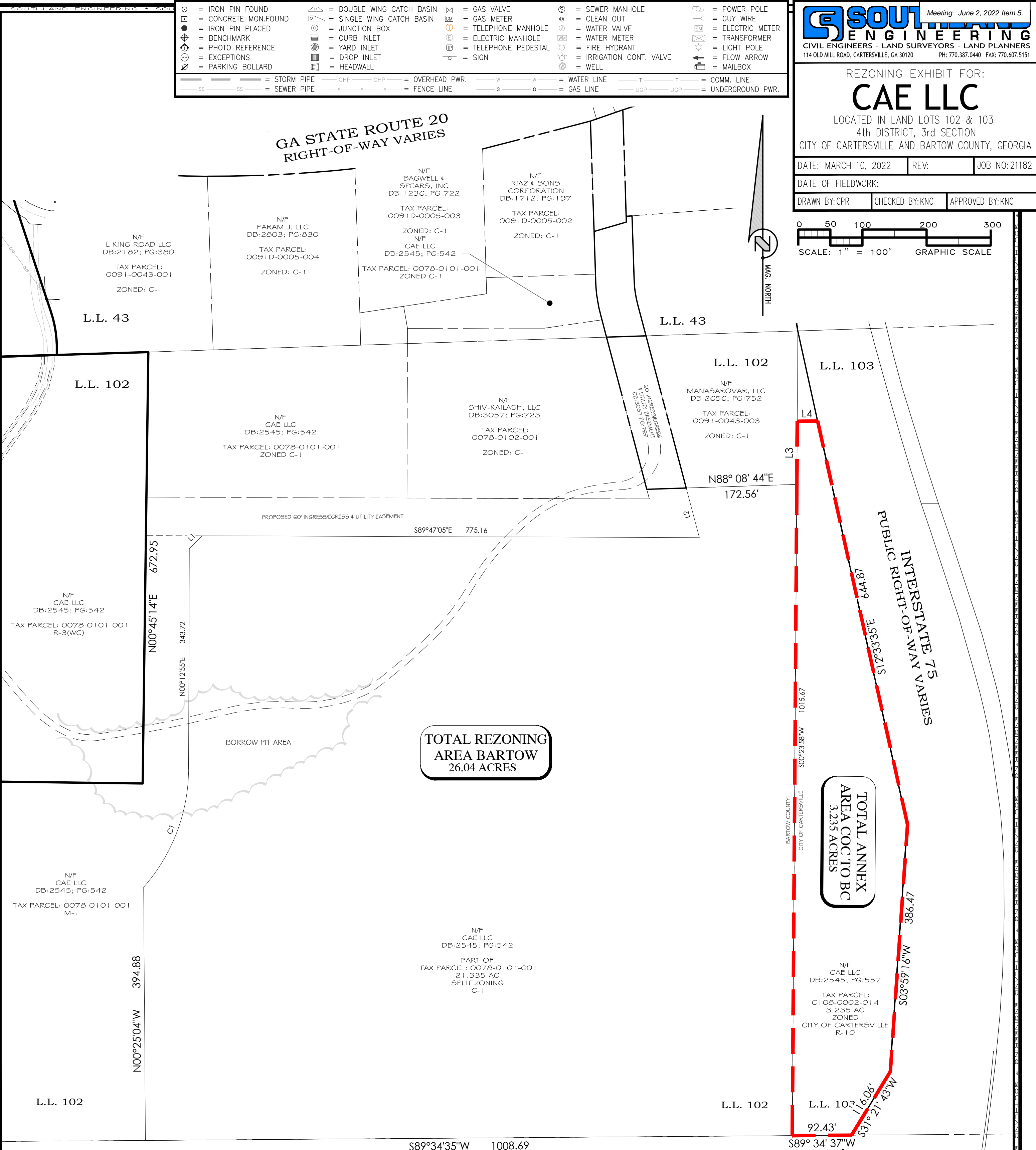
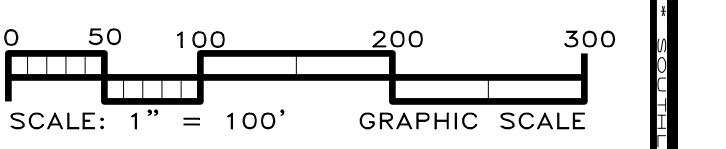
(Indicate property owned by the above persons on plat accompanying this application.)

⊙ = IRON PIN FOUND	⊕ = DOUBLE WING CATCH BASIN	⊗ = GAS VALVE	⊙ = SEWER MANHOLE	⊕ = POWER POLE
⊠ = CONCRETE MON.FOUND	⊖ = SINGLE WING CATCH BASIN	⊗ = GAS METER	⊙ = CLEAN OUT	⊕ = GUY WIRE
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⊙ = PARKING BOLLARD	⊙ = HEADWALL		⊙ = WELL	⊕ = MAILBOX
— SS — SS — = STORM PIPE	— OHP — OHP — = OVERHEAD PWR.	— W — W — = WATER LINE	— T — T — = COMM. LINE	
— SS — SS — = SEWER PIPE	— X — X — X — = FENCE LINE	— G — G — = GAS LINE	— UGP — UGP — = UNDERGROUND PWR.	

REZONING EXHIBIT FOR:
CAE LLC
 LOCATED IN LAND LOTS 102 & 103
 4th DISTRICT, 3rd SECTION
 CITY OF CARTERSVILLE AND BARTOW COUNTY, GEORGIA

DATE: MARCH 10, 2022 REV: JOB NO: 21182

DATE OF FIELDWORK:
 DRAWN BY: CPR CHECKED BY: KNC APPROVED BY: KNC



**TOTAL REZONING
 AREA BARTOW
 26.04 ACRES**

**TOTAL ANNEX
 AREA COC TO BC
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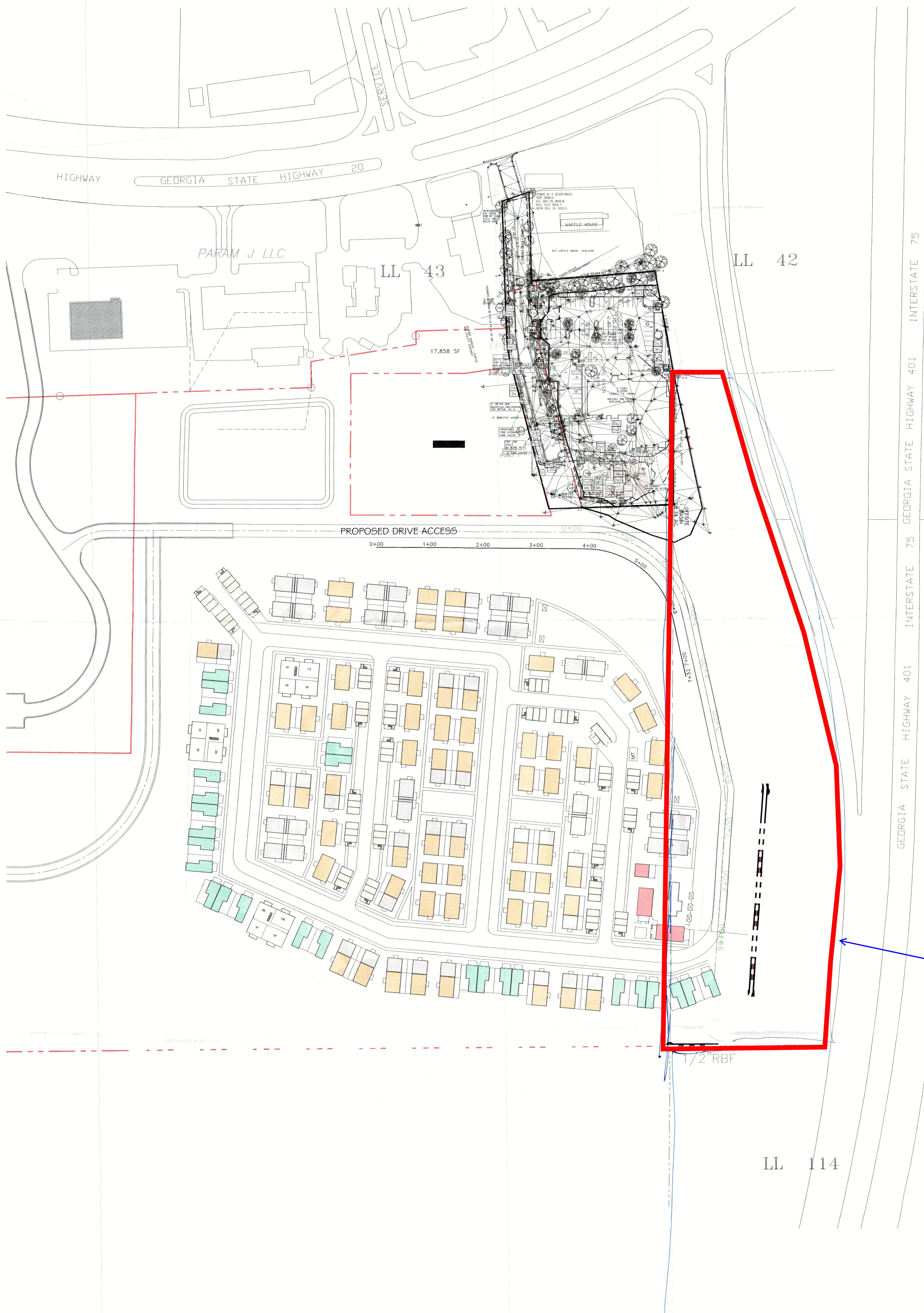
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- SUBJECT PROPERTY CONSISTS OF A PORTION OF TAX PARCEL 0078-0101-001, IN BARTOW COUNTY, AND TAX PARCEL C108-0002-014 IN THE CITY OF CARTERSVILLE.
- ZONING INFORMATION SHOWN FROM BARTOW COUNTY QPUBLIC ZONING MAP.



APPROXIMATE
BOUNDARY.
C108-0002-014

IMAGE TAKEN 4-20-22





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Public Hearing – 2 nd Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z22-01. Rezone 103.85 acres from R-20 to RA-12. Applicant: Prime Engineering, Inc.
DEPARTMENT SUMMARY RECOMMENDATION:	Rezone 103.85 acres from R-20 to RA-12 for the construction of 199 townhomes adjacent to I-75 and north of Center Rd. Project site is known as Etowah Preserve Phase 2. Planning Commission recommends denial of the application, 4-1.
LEGAL:	N/A

ZONING SYNOPSIS
Petition Number(s): Z22-01

REQUEST SUMMARY:

The applicant is requesting the rezoning of Parcel No. C108-0001-001 containing 103.85 acres from R-20 (Single Family Residential) to RA-12 (Single Family Residential, Attached) for development of 199 townhomes.

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Prime Engineering**
Representative: **Justin Purucker**
Property Owner: **WHM Chattahoochee Hills Investments LLC (Harrison Merrill, Jr.)**
Property Location: **Center Rd & I75 (C108-0001-001)**
Access to the Property: **Center Rd**

Site Characteristics:

Tract Size: Acres: **103.85** District: **4th** Section: **3rd** LL(S): **245**
Ward: **1** Council Member: **Kari Hodge**

LAND USE INFORMATION

Current Zoning: **R-20 Single-Family Residential**
Proposed Zoning: **RA-12 Single-Family Residential**
Proposed Use: **Town Home Development**

Current Zoning of Adjacent Property:
North: **County R-3CU (Multi-Family Conditional Use); County M-1 (Mining)**
South: **R-10 (Single Family Residential)**
East: **R-10 (Single Family Residential)**
West: **RA-12 (Single family Residential); County M-1 (Mining)**

The Future Development Plan designates the subject property as: **Suburban Living**

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

ZONING ANALYSIS

Site History:

2004: Z04-14. Approximately 202 acres were rezoned from R-20 to R-10 with conditions for two tracts of land north and south of Center Road west of and adjacent to I-75. Tract 1 was north of Center Road and named the Etowah Preserve subdivision. Tract 2 was south of Center Road and encompassed what is now the Autumn Canyon subdivision. 360 lots were approved with this zoning application.

2018: Z18-03. Zoning proposal to develop Etowah Preserve in 2 phases. Phase 1, now known as Everton Estates, would improve all existing infrastructure components and construct 182 townhome units and one amenity lot on the 50 +/- acres. Phase I requested rezoning from R-10 with conditions to RA-12. Phase 2 development on the remaining 111 +/- acres would occur at a future date and requested rezoning from R-10 with conditions to R-20 with conditions.

The Z18-03 rezoning request for Phases 1 and 2 was approved with conditions by City Council on April 19, 2018. The conditions are:

1. Maximum of 281 lots/units provided. No more than 199 lots/units shall be built in Phase 1 and 82 lots/units in Phase 2. ((360) lots approved Z04-14 – (79) lots Autumn Canyon = 281).
2. No development or Finished Floor Elevation (FFE) is to occur above the 1100 ft elevation without the review and approval of the Water Department.
3. Widen Center Rd out to Minor Collector standards (this includes the donation of required R/W to go from 50 ft to 60 ft or more where necessary for project related improvements)
4. A 50ft. buffer must be provided between the development and the Proposed Center Road Re-alignment.
5. A 50ft. buffer must be provided between the development and the Right-of-Way for Interstate 75.
6. Provide/maintain a minimum of 36 acres of green space.
7. Owner/developer is required to re-plat the property prior to development.
8. As referenced in the letter from Commissioner Steve Taylor, the owner/developer is required to leave in place the unnamed county service road on property identified as Tax Parcel C108-0001-001 and access to Center Road from adjoining properties, identified as Tax Parcel ID Nos. 0078-0172-001 and 0078-0101-001, or to provide an alternative solution for access to Center Road for said adjoining properties.

2019: Z19-02. Zoning proposal for 111 +/- acres currently zoned R-20 with conditions be rezoned to MF-14 for the construction of 300 apartment units. Application withdrawn.

Zoning Summary:

Zoning application, Z22-01, requests that 103.85 +/- acres, currently zoned R-20 with conditions, be rezoned to RA-12 for the construction of 199 townhome units with an amenity area. The site is located directly west and adjacent to I-75 on the north side of Center Road.

In 2004, the original zoning case, Z04-14, approved a maximum of 360 lots for both sides of Center Rd. Currently, Autumn Canyon contains 79 lots/units and Everton Estates will have 183 units- a total of 262 leaving (98) lots/units available for development. Etowah Preserve Phase 2 is proposing (199) lots/units for a total of 461 lots/units. This exceeds the 2004 zoning plans by 101 lots or units.

The 2004 zoning condition #7 for the “developer to provide necessary easements for gas lines on the property” was accidentally omitted from the zoning condition on case no. Z18-03. It should be carried forward as a condition under this zoning application so that the natural gas mains on Center Road and S.R. 20 can be connected at some point in the future.

Due to water service restrictions above the 1100 ft. elevation, development is limited to the southern half of the property. Upper elevations are intended to remain as green space due to this constraint.

A comparison of the proposed project to the townhome requirements in Chapter 26 of the Zoning ordinance, Section 6.7, RA-12 Single Family Dwelling District, is provided. Several items have been identified as requiring a variance in order to construct the project. These items are highlighted. Variances would be addressed during the plan development phase.

In 2021, Everton Estates and Tilley Properties, Inc. executed and recorded an access agreement that would provide access from Tilley property, Tax ID. 0078-0172-001, east and south on the Everton Estates property and terminating at the property line of Etowah Preserve Phase 2. This easement is per the Z18-03 zoning condition No. 8, but was done without knowledge of future development that would occur on Etowah Phase 2. The easement access point is in conflict with the proposed amenity area at the southern end of Road B. This conflict will have to be resolved to implement the zoning condition. Continued access across the Phase 2 property to Center Road is required.

The Future Development Map identifies the area as Suburban Living which promotes single family detached homes as the primary land use; however, language in the description for Suburban Living encourages housing choices and internal connectivity to recreation and green space which this proposed development would provide.

The Future Land Use Map identifies this area as Low & Medium Density Residential. The proposed development achieves this metric. Refer to the table below for a comparison of development densities for past and current proposals and nearby developments.

Density Comparison

Zoning Case/ Name of Development	Lots or Units (P=Proposed, C=Constructed)	Acreage (+/-)	Density (Lots or Units/ Acre)	Allowed Density by Zoning Cat. (Units or Lots/Acre)
Z22-01, Etowah Preserve Phase 2, RA-12 (Townhomes), Proposed	199 (P)	*103.85	1.9	12
Z18-03, Etowah Preserve Phase 1. Everton Estates. RA-12 (Townhomes)	183 (P)- Under Construction	58	3.3	12
Z04-14 (Etowah Preserve Original Plan, All Phases)	281	162	1.7	---
Autumn Canyon Subd. (Z04-14)	79 (C)	37	2.1	4.3
Hamilton Township Subd.	87 (C)	38	2.3	4.3
Ponders Mountain Subd. Phase 1	74 (C)	29	2.6	4.3
Ponders Mountain Subd.- All Phases	Max. allowed = 315 (241 remaining)	187	1.7 (based on 315 lots)	---

* Approximately (7) seven acres were removed from the Phase 2 tract and added to the Everton Estates tract thereby reducing the original 111 acres to the 103.85 acres.

City Department Comments

Electric: Takes no exception.

Fibercom: No Comment provided

Fire: CFD takes no exceptions to the rezoning request for Etowah Phase 2 rezoning from R-20 to R-12 provided all city adopted codes and ordinances are followed.

Gas: Takes No Exception

Public Works: [W. Wilson] We do not support front loading townhomes and would not support this being a public drive if the townhomes are loaded from the front.

[T. Sanders] Just to put some official numbers to supplement our conversation, per GDOT Center Road near the location of the proposed development has 3,530 vehicles per day. The Highway Capacity Manual shows a typical two lane rural road can handle 2650 vehicles per hour. The Trip Gen rate for this type of development is 7.32 trips per unit which comes out to 1456 trips per day, this means about 750 in and 750 out. Therefore, there should be plenty of remaining capacity for Center Road to handle this development and others in the future.

Water and Sewer: See attached.

Cartersville School District: Comments pending bedroom counts.

Public Comments:

- 4/21: Sherri Rys, resident, Autumn Canyon Subdiv. General Inquiry.
- 5/2: Robert Walker, attorney, for Tilley Properties, Inc. Meeting to discuss access to Center Rd.
- 5/5: See email from Sherri Rys, Autumn Canyon resident

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
Adjacent properties are zoned for residential (R-10 & RA-12), mining (M-1), and multi-family residential (R3CU).
2. *The suitability of the subject property for the zoned purposes.*
The topography, soils and water pressure issues will challenge any proposed development. The site is suitable for development below the 1100ft. contour elevation.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The proposed development would provide a housing product that, currently, seems to be in demand. Attached housing units may be the better option for development given the topography and surrounding land uses. There is limited hardship to the property owner as the topographic and water delivery challenges existed prior to purchase of the property.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned; however, any development will be challenging.

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 properties. The proposed density is compatible with adjacent developments.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent property owners. Concerns regarding traffic increases will likely be raised. The Public Works director stated in his comments that Center Road can accommodate significant traffic count increases. The zoning condition that provides access from the Tilley Properties, Inc. property to Center Road remains in effect. A modification to the 2021 recorded easement may be required.
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 generally conforms with the Future Development Plan and Comprehensive Land Use Plan for Suburban Living and Low to Medium density requirements. At 12 units per acre, mathematically, 1246 units could be constructed which would be a high density development for the City; however, the proposed 199 units would comply with the low-medium density requirement.
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.*
Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.
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 use could be burdensome on the school district if there is a high number of 3 bedroom units. Center Road would experience an increase in traffic, but not a burdensome increase. No burden is expected on city utilities. Water service is not available above the 1100 ft. elevation.
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.*
There are no known conditions.

STAFF RECOMMENDATION:

If approved, the following zoning conditions should be adopted:

1. No more than 199 lots/units shall be built in Etowah Preserve Phase 2 as presented in this application and on the concept plan.
2. No development or Finished Floor Elevation (FFE) is to occur above the 1100 ft elevation without the review and approval of the Water Department.
3. A 50ft. buffer must be provided between the development and the Proposed Center Road Re-alignment.
4. A 50ft. buffer must be provided between the development and the Right-of-Way for Interstate 75.
5. Developer to provide necessary easements for a natural gas line extension on the property.
6. As referenced in the letter from Commissioner Steve Taylor, the owner/developer is required to leave in place the unnamed county service road on property identified as Tax Parcel C108-0001-001 and access to Center Road from adjoining properties, identified as Tax Parcel ID Nos. 0078-0172-001 and 0078-0101-001, or to provide an alternative solution for access to Center Road for said adjoining properties.

David Hardegree

From: Sherri Rys <sherrirys999@gmail.com>
Sent: Thursday, May 5, 2022 1:21 PM
To: David Hardegree
Subject: [EXTERNAL] Zoning Meeting May 10
Attachments: Zoning Ordinance.pdf

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: sherrirys999@gmail.com

Hello David,

I was wondering if you could make my questions part of the public record for the rezoning case and provide copies to each of the board members at the next public hearing? I believe you did this last time for me in regards to Etowah Preserve Phase 1 and the traffic accident report I provided for Center Road.

This is in regards to Phase 2 across from Autumn Canyon subdivision. I will be at the meeting May 10 and wasn't sure if I could get up and address these questions, or not?

My questions are:

According to the City of Cartersville Zoning Ordinance (I have a copy dated June 17, 2020) Chapter 26, Article 1, Sec. 1.4: (attached and highlighted)

The City of Cartersville Zoning Ordinance is designed to implement the provisions of the Comprehensive Plan for the development and use of the land. The purpose of these regulations shall be to:

6. Lessen congestion on streets (Center Road is already busy, especially getting out on JFH/41, and dangerous, according to the accident report I compiled for the Zoning Meeting for Phase 1. Adding 200 units is adding another 200-400 cars. This doesn't even take into consideration the 300 Bartow County townhomes going on Center Road and Smiley Ingram or the 200 Phase 1 townhomes that are being built right now) That means a total of 700-1400 more cars traveling on Center Road when all are complete)

9. Avoid undue concentration of population (adding 200 units in addition to what the county (100 units) and city (200 units) are adding on Center Road is putting a large population in one area)

10. Facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements (are there going to be more schools, parks, recreation areas added to accommodate the additional population?)

12. Discourage urban sprawl (spreading development over a beautiful, green, mountainous area close to the city rather than preserving it)

I do not see how the above regulations are being honored with all the high density housing that is going up on a road that is very dangerous. I would like the board to address this, please.

Thanks, David.

Sherri Rys
22 Canyon Trail SE
Cartersville, GA

CITY OF CARTERSVILLE

ZONING ORDINANCE

ADOPTED NOVEMBER 7, 1996

ALL REVISIONS AS OF June 17, 2020

FOR MOST CURRENT VERSION, GO TO

[HTTPS://LIBRARY.MUNICODE.COM/GA/CARTERSVILLE/CODES/CODE OF ORDINANCES](https://library.municode.com/ga/cartersville/codes/code_of_ordinances)



CITY OF CARTERSVILLE
PLANNING & DEVELOPMENT DEPARTMENT

P.O. BOX 1390 * 10 NORTH PUBLIC SQUARE * CARTERSVILLE, GEORGIA 30120 * TELEPHONE: 770-387-5600 *
dhardegree@cityofcartersville.org * www.cityofcartersville.org

City of Cartersville, GA

Chapter 26 - ZONING⁽¹⁾

ZONING ORDINANCE OF THE
CITY OF CARTERSVILLE, GEORGIA
ORDINANCE NO. 27-10

PREAMBLE

AN ORDINANCE REGULATING WITHIN THE CITY OF CARTERSVILLE THE LOCATION, HEIGHT, BULK, NUMBER OF STORIES AND SIZE OF BUILDINGS AND OTHER STRUCTURES; THE SIZES OF YARDS, COURTS, AND OTHER OPEN SPACES; THE DENSITY AND DISTRIBUTION OF POPULATION; THE USE OF BUILDINGS, STRUCTURES, AND LAND FOR TRADE, INDUSTRY, RESIDENCE, RECREATION, AGRICULTURE, FORESTRY, CONSERVATION, SANITATION, PROTECTION AGAINST FLOODS, PUBLIC ACTIVITIES, AND OTHER PURPOSES; CREATING DISTRICTS FOR SAID PURPOSES AND ESTABLISHING THE BOUNDARIES THEREOF; DEFINING CERTAIN TERMS USED HEREIN; PROVIDING FOR THE METHOD OF ADMINISTRATION AND AMENDMENT; DEFINING THE POWERS AND DUTIES OF THE PLANNING COMMISSION AND BOARD OF APPEALS; PROVIDING PENALTIES FOR VIOLATIONS; REPEALING CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

Footnotes:

--- (1) ---

Editor's note— Ord. No. 2710, adopted Sept. 17, 2010, deleted and replaced ch. 26, Zoning, in its entirety to read as herein set out. Former ch. 26 derived from Ord. No. 50-96, adopted Nov. 7, 1996, the amendatory history for which can be found in the Code Comparative Table at the back of this volume.

ARTICLE 1. - ENACTMENT, SHORT TITLE, JURISDICTION, PURPOSE

Sec. 1.1. - Enactment clause.

The Mayor and Council of the City of Cartersville, under the authority of the General Planning and Zoning Enabling Act Article IX, Section 2, paragraph 4 of the 1983 Constitution of the State of Georgia and amendments thereto, hereby ordains and enacts into law the following articles and sections:

Sec. 1.2. - Short title.

These regulations shall be known and may be cited as "The Zoning Ordinance for the City of Cartersville."

Sec. 1.3. - Jurisdiction.

These regulations shall govern the use of all land and the developments thereof within the corporate limits of the City of Cartersville.

Sec. 1.4. - Purpose and relationship to the Comprehensive Plan.

The City of Cartersville Zoning Ordinance is designed to implement the provisions of the Comprehensive Plan for the development and use of land. The purpose of these regulations shall be to:

1. Promote the health, safety, morals, order, prosperity, and general welfare of the City;
2. Promote desirable living conditions and the sustained stability of neighborhoods;
3. Promote the proper location, height, bulk, number of stories, and size of buildings and other structures;
4. Promote the proper sizes of yards, courts, and other open spaces;

City of Cartersville, GA

- 5. Protect property against blight and depreciation;
- 6. Lessen congestion on streets;
- 7. Secure safety from fire, panic, and other dangers;
- 8. Provide adequate light and air and preventing the overcrowding of land;
- 9. Avoid undue concentration of population;
- 10. Facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements;
- 11. Promote a balance of residential, commercial, and industrial uses throughout the community;
- 12. Discourage urban sprawl;
- 13. Encourage the use of ecodevelopment, green building, sustainable development, and LEED (Leadership in Energy and Environmental Design) practices, as defined herein; and
- 14. Promote the most appropriate use of land, buildings, and structures throughout the city in accordance with the Comprehensive Plan.

ARTICLE II. - INTERPRETATIONS AND DEFINITIONS

Sec. 2.1. - Interpretation of certain terms and words.

Words used in the present tense include the future tense. Words used in the singular include the plural, and words used in the plural include the singular.

The word "person" includes a firm, co-partnership, company, corporation, or association.

The word "lot" includes the word "plot" or "parcel."

The word "building" includes the word "structure."

The word "shall" is always mandatory, and not merely directory.

The word "used" or "occupied" as applied to any land or building shall be construed to include the words "intended, arranged, or designed to be used or occupied."

The word "district" shall mean "zoning district" for the purposes of this chapter.

The word "map" or "zoning map" shall mean "Official Zoning Map of the City of Cartersville" for the purposes of this chapter.

Sec. 2.2. - Definitions.

For the purposes of this chapter, certain terms or words used herein shall be defined as follows:

2.2.1. A

Accessory structure. A structure on the same lot with, and of a size and nature customarily incidental and subordinate to, the principal structure. Examples of accessory structures include, but are not limited to, the following: detached garages and/or carports; storage structures and/or barns; freestanding greenhouses; aboveground swimming pools and pool houses; tennis courts; freestanding workshops; freestanding decks and gazebos; and freestanding ATM bank machines.

Accessory use. A use on the same lot with, and of a nature customarily incidental and subordinate to, the principal use.

Acre. For the purpose of this chapter, a measure of land consisting of 43,560 square feet.

Acresage. Acres collectively in a tract of land.

Date: April 22, 2022

WATER DEPARTMENT ANNEXATION/ZONING REVIEW COMMENTS

Zoning Petition Number: Z22-01 Applicant: Prime Engineering

Location: Center Rd. & I-75

Acreage: 103.85

WATER SERVICE COMMENTS:

This property is located in the City of Cartersville Water Department’s water service area. Water service to this property is limited to the portions of the site with finished floor elevations below 1050 feet MSL. The Owner/Developer is advised to proceed as soon as possible with development of site plans and water demand calculations to determine if the existing water system is capable of meeting water demands for the increased development density. The Owner/Developer will be responsible for all costs associated with hydraulic studies for determining water service availability. The Owner/Developer will be responsible for all costs for water system improvements and water line extensions necessary to serve the proposed development.

SEWER SERVICE COMMENTS:

This property is located in the City of Cartersville Water Department’s sewer service area. Sewer service is available from an existing 18-inch diameter sanitary sewer paralleling the south side of Center Road.

6.7 RA-12 Single-family dwelling district.

**Z22-01 P&D Analysis. Etowah Preserve Phase 2
Center Rd @I-75**

Code Section	Description and/ or Requirements	Required	Proposed	Notes
6.7.1	RA-12 district scope and intent. Regulations set forth in this section are the RA-12 district regulations. The RA-12 district is intended to provide land areas devoted to high density uses consisting of single-family dwellings as further described in section 3.1.8 of this chapter. Land areas zoned RA-12 are also intended to provide a transition between medium density single-family residential areas and higher density multifamily residential areas or between medium density residential areas and nonresidential areas. The RA-12 district is intended to encourage home ownership.	---	Fee Simple Implied	Fee Simple or Rental?
6.7.2	Use Regulation	---	---	---
6.7.3	Development Standards	---	---	---
A.	Height regulations. Buildings shall not exceed a height of thirty-five (35) feet or two and one-half (2½) stories, whichever is higher.	Y	No data provided	
B.	Minimum lot area per dwelling unit: Two thousand (2,000) square feet.	Y	1875sf (25x75)	Can lot dimensions be adjusted to achieve 2,000sf min. area? Potential Variance item.
C.	Maximum density: Twelve (12) units per gross acre.	Y	1.92 un/ac	
D.	Minimum lot width: Twenty (20) feet.	Y	25ft.	Shown as note on concept plan
E.	Minimum lot frontage:	---	---	---
1	Single-family detached units: Thirty-five (35) feet.	---	NA	---
2	All other uses: Twenty (20) feet.	Y	OK	Shown as note on concept plan
F.	Minimum lot depth: One hundred (100) feet.	Y	75ft	Can lot dimensions be adjusted to achieve 100ft depth? Potential Variance item. Proposed dim. 25x75
G.	Minimum development area: One-half (0.5) acres.	Y	103.85	
H.	Minimum heated floor area: One thousand (1,000) square feet.	Y	No data provided	Addressed during site plan review.

Code Section	Description and/ or Requirements	Required	Proposed	Notes
I.	Setbacks:	---	---	---
1	Front yard: Ten (10) feet.	Y	No data provided	Addressed during site plan review.
2	Side yard: Ten (10) feet (each end of row).	Y	No data provided	Addressed during site plan review.
3	Rear yard: Twenty (20) feet.	Y	No data provided	Addressed during site plan review.
J.	[Gable or hip roofs.] Gable or hip roofs shall have a minimum roof pitch of 6/12. Both gable and hip roofs shall provide overhanging eaves on all sides that extend a minimum of one (1) foot beyond the building wall.	Y	No data provided	Addressed during building plan review.
K.	Accessory use, building and structure requirements. See section 4.9 of this chapter.	---	---	---
L.	Minimum buffer requirements. In addition to required setbacks, a fifteen-foot wide buffer is required along all property lines which abut a single-family district or use to provide a visual screen in accordance with section 4.17 of this chapter.	Y	---	Buffer required along Everton Estates development. Potential natural buffer. Addressed during site plan review.
M.	Other required standards.	---	---	---
1	No fewer than three (3) dwelling units in a row shall be allowed.	Y	4 to 8 units/ block	
2	Alley or private drive access required.	Y	None shown	Potential Variance item.
3	Required parking shall be allowed in the rear yard only.	Y	None shown	Potential Variance item.
4	Principal buildings shall front a private drive or public right-of-way.	Y		Public Works will require private streets if front parking and access is desired.
5	Principal structures on lots within the RA-12 district shall have a minimum of fifty (50) percent finish product on the exterior walls of the buildings consisting of brick, stone, hard-coat stucco, or fiber cement siding.	Y	No data provided	Addressed during building plan review.

Code Section	Description and/ or Requirements	Required	Proposed	Notes
6	A metal panel exterior finish product shall not be allowed on metal buildings exceeding one hundred fifty (150) square feet in gross floor area constructed or placed on lots within the RA-12 district.	---	NA	---

Ordinance Source:

https://library.municode.com/ga/cartersville/codes/code_of_ordinances?nodeId=COOR_CH26ZO_ARTVISIMIDWDIRE_S6.7RASIMIDWDI

8572387763
7067927936
PARTICIPANT ID

BK:3368 PG:734-743

D2021016029

AFTER RECORDING, RETURN TO:

Jenkins, Bowen & Walker, P.C.
15 South Public Square
Cartersville, Georgia 30120
Attn: Robert L. Walker, Esq.

FILED IN OFFICE
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08/26/2021 12:08 PM
MELBA SCOGGINS, CLERK
SUPERIOR COURT
BARTOW COUNTY, GA



STATE OF GEORGIA
COUNTY OF BARTOW

EASEMENT AND RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **Etowah Venture Partners I LLC**, a Georgia limited liability company (“Grantor”, whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **Tilley Properties, Inc.**, a Georgia corporation, whose address is 917 N. Tennessee Street, Cartersville, Georgia 30120, and its successors-in-title (“Grantee”) for the benefit of that certain real property owned by the Grantee described as Bartow County Tax Parcel ID No. 0078-0172-001 (the “Grantee Property”) the non-exclusive easements described in this Agreement (collectively, the “Easements”) through and across the portions of the Grantor Property identified in this Agreement, which entire Grantor Property is described in “**Exhibit B**” attached hereto and made a part hereof, subject to the terms of this Agreement.

Grantor grants to Grantee for the benefit of the Grantee Property a perpetual, non-exclusive easement for vehicular ingress and egress through and across the portion of the Grantor Property being a strip of land identified as “Permanent Right of Way and Easement”, as shown on the drawing marked “**Exhibit A**” attached hereto and made a part hereof (hereinafter “Permanent Right of Way and Easement”).

During the course of construction of any roadway or improvements authorized herein, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to the Permanent Right of Way and Easement (as defined above), such strip (or strips) of land being generally identified on the attached "**Exhibit A**" as an "Area of Temporary Work Space" (hereinafter "Temporary Work Space"). Grantee agrees that it will restore or repair any property of the Grantor within the Temporary Work Space which is impacted or damaged by any work performed by the Grantee, or on behalf of the Grantee, during the course of construction of any roadway or improvements authorized herein. Grantee's right and easement to use the Temporary Work Space as provided above shall expire upon the earlier of: (i) the completion of construction of the road within the Permanent Right of Way and Easement; (ii) One Hundred Eighty (180) days after Grantee commences construction of such road, unless such construction is delayed by weather, act of God, or non-financial circumstances beyond Grantee's control, in which events such period shall be extended on a day-for-day basis for each day of delay; or (iii) the twenty fifth (25th) annual anniversary of the date of this Agreement. Additionally, after the completion of the initial construction of any roadway within the Permanent Right of Way and Easement, should Grantee thereafter decide to improve said roadway by paving or putting down any other surfacing, or re-pave or otherwise maintain the roadway within the Permanent Right of Way and Easement, the Grantor will provide a temporary construction easement to permit Grantee to complete such additional work or maintenance that shall expire upon the earlier of: (i) the completion of the upgrades to the road within the Permanent Right of Way Easement; or (ii) One Hundred Twenty (120) days after the Grantee commences such additional construction of such road, unless such construction is delayed by weather, act of God, or non-financial circumstances beyond Grantee's control, in which events such period shall be extended on a day-for-day basis for each day of the delay. Moreover, Grantor hereby grants to Grantee a slope or grade easement on the property immediately adjacent to the Permanent Right of Way and Easement, that has been approved by Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed and for such reasonable periods of time as necessary for Grantee to maintain the elevation and slope of the Permanent Right of Way and Easement (the "Slope Easement").

The Grantee shall have the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the Permanent Right of Way and Easement and to install and maintain utilities, or to grant easements to the appropriate utility providers to install and maintain utilities, under the Permanent Right of Way and Easement (the "Ancillary Easement"). The Grantee shall also have the rights and benefits necessary to maintain the Easements, at its sole expense.

Grantor shall have the right to enter and use the land within the Permanent Right of Way and Easement if and to the extent such entry and use does not interfere with and is not inconsistent with Grantee's rights herein, and except that the Grantor will not build any permanent structures on the Permanent Right of Way and Easement or any part thereof, will not change the grade of the Permanent Right of Way and Easement, or any part thereof without the express written permission of the Grantee, which permission shall not be unreasonably withheld, conditioned, or delayed, will not plant trees on the Permanent Right of Way and Easement, or any part thereof, will not change

or alter any slopes or other supporting facilities, including but not limited to stormwater detention areas, or use the Permanent Right of Way and Easement or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to the Permanent Right of Way and Easement, or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing, which approval shall not be unreasonably withheld, conditioned, or delayed; and Grantor will not authorize others to do any of said acts without first having obtained Grantee's approval in writing, which approval shall not be unreasonably withheld, conditioned, or delayed. Grantor's right to enter and use the land within the Permanent Right of Way and Easement is limited to entering and using only that part of the Permanent Right of Way and Easement contained on the Grantor Property. No forbearance by Grantee to cut and remove any trees, undergrowth or other obstructions from the Permanent Right of Way and Easement or to exercise any other right provided by Grantee hereunder for any period of time shall constitute a waiver of such right or limit Grantee's ability to exercise such right as it may find convenient. Notwithstanding the foregoing, Grantee may construct paved or unpaved roadways within the Permanent Right of Way and Easement. Should Grantee elect to construct any paved or unpaved roadways within the Permanent Right of Way and Easement, any and all technical specifications of the roadway, including but not limited to width, type of surfacing or paving, or similar specifications, shall be determined by the Grantee, without further approval from the Grantor. Prior to constructing any road within the Permanent Right of Way and Easement, Grantee shall provide thirty (30) days written notice thereof to Grantor of the location and dimensions of such road within the Permanent Right of Way and Easement at the following address: c/o Atlantic Realty Partners, Inc., 3500 Lenox Road, Suite 1250, Atlanta, Georgia 30326, and notwithstanding the terms of the immediately preceding sentence, such specifications shall be subject to Grantor's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Grantor agrees that nothing contained in this Agreement shall require Grantee to pave any roadway constructed by Grantee within the Permanent Right of Way and Easement unless Grantee decides that such paving is necessary for its use and enjoyment of the same, or unless required by applicable governmental laws or regulations in effect from time to time.

This Easement and Right of Way Agreement and any and all rights of Grantee hereunder shall run with the land that is the Grantor Parcel and the Grantee Parcel (collectively, the "Property"), and shall create equitable servitudes in favor of the Property, and shall bind every person having any fee, leasehold or other interest in the Property, and shall inure to the benefit of the respective parties and their successors-in-title. Upon the conveyance of any portion of the Property, the owner and transferor of such portion of the Property at the time of the transfer shall be relieved of all obligations arising hereunder after the time of such conveyance, and such transferee is deemed to have assumed all such obligations during the time that such assignee owns such portion of the Property.

Nothing herein, nor in the use of the Easements made under this Easement and Right of Way Agreement shall constitute a dedication by Grantor of the Permanent Right of Way and Easement as a public right of way, and the rights and Easements herein created shall not be for the benefit of the general public, whether as a third party beneficiary or otherwise.

TO HAVE AND TO HOLD said right of way and Easements unto said Grantee, and its successors-in-title, immediately upon the execution of this Agreement and so long thereafter until the Grantee releases or otherwise relinquishes said right of way and Easements in writing; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor.

Grantee and Grantor, by the acceptance hereof, further covenant and agree:

- (a) Grantee will reimburse the Grantor for any physical damages which Grantor, on any of the Grantor Property outside of the Permanent Right of Way and Easement, may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any roadway or improvements, in the exercise of its rights granted.
- (b) Grantor shall reimburse Grantee for any and all repair and replacement costs to any utility lines, pavements, or other improvements on the Permanent Right of Way and Easement resulting from any damage caused by any person acting on behalf or with Grantor's permission using the easement rights granted to Grantee hereunder.
- (c) Grantor shall have the right, at its choosing to connect to any portion of the Permanent Right of Way and Easement that is located on the Grantor Property. Notwithstanding the foregoing, Grantor shall provide thirty (30) days written notice thereof to Grantee of its plans to connect to the Permanent Right of Way and Easement at the following address: Tilley Properties, Inc., 917 N. Tennessee Street, Cartersville, Georgia 30120. Moreover, Grantor's rights to connect, enter and use the land within the Permanent Right of Way and Easement is limited to connecting, entering and using only that part of the Permanent Right of Way and Easement contained on the Grantor Property and shall not extend to any adjacent property owned by the Grantee. Notwithstanding the foregoing or any other provision of this Agreement to the contrary: (i) in the event that Grantee or an affiliate of Grantee ever acquires fee simple title to all or a portion of Lot 3 ("Lot 3") identified in the attached "**Exhibit A**" (which acquired land is hereinafter referred to as the "Future Property"), Grantee for itself and on behalf of its affiliate, as applicable, does hereby grant, bargain, sell and convey, and shall be deemed contemporaneously with the acquisition of the Future Property to have granted, bargained, sold and conveyed, unto Grantor and its successors-in-title for the benefit of the Grantor Property a perpetual, non-exclusive easement for vehicular ingress and egress through and across all driveways and roadways, that are now or hereafter located upon the Future Property that connects the Permanent Right of Way and Easement to Center Road "(the "Future Property Easement"). Although the Future Property

Easement is self-executing, upon the request of Grantor following such acquisition of the Future Property, Grantee or its affiliate, as applicable, shall execute and deliver to Grantor for recordation in the Bartow County real estate records a Future Property Easement in form and substance that is reasonably acceptable to such parties; or (ii) in the event that an access easement is ever granted over all or a portion of Lot 3 for the benefit of all or a portion of the Grantee Property that connects the Permanent Right of Way and Easement to Center Road (the "Future Access Easement"), Grantee covenants and agrees for the benefit of Grantor and the Grantor Property that such Future Access Easement will also benefit the Grantor Property and the Adjacent Land (as said term is hereinafter defined), to the extent agreed upon by the grantor of the Future Access Easement. Grantee covenants and agrees to make a commercially reasonable effort to obtain such agreement from such grantor of the Future Access Easement. Grantor may authorize any affiliate of Grantor that acquires fee simple title to any land that is adjacent to the Grantor Property (the "Adjacent Land") to use on a non-exclusive basis the rights and easements granted to Grantor in this Section (c) for the benefit of such Adjacent Land, and in the event that Grantor provides such authorization, such affiliate and its successors-in-title to such Adjacent Land shall become a third party beneficiary of such rights and easements for the benefit of such Adjacent Land, and such rights and easements shall run with the title to such Adjacent Land in perpetuity. For purposes hereof, an affiliate of Grantor is deemed to be an entity directly or indirectly owned in whole or in part by Grantor or by a principal of Grantor, and an affiliate of Grantee is deemed to be an entity directly or indirectly owned in whole or in part by Grantee or by a principal of Grantee.

- (d) In the event that any paved or unpaved roadway is constructed by the Grantee within the Permanent Right of Way and Easement area, Grantee agrees that it shall be responsible for any stormwater management that may be required by any state or local government regulations existing at the time of said improvements.
- (e) At its sole cost and expense, Grantee shall maintain and repair for its intended purpose each of the improvements made by or on behalf of Grantee pursuant to the terms of this Agreement, including the road within the Permanent Right of Way and Easement (collectively, the "Improvements"). All such Improvements and all modifications, alterations, and enhancements of such Improvements shall be constructed at Grantee's expense in accordance with applicable governmental laws and regulations, and subject to plans and specifications that have been approved by Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed, and if after an Improvement has been constructed it must be modified or changed to comply with governmental laws or regulations then in effect, Grantee shall promptly take the required action at its expense. Notwithstanding the terms of the immediately preceding sentence, Grantor

agrees that nothing contained in this Agreement shall require Grantee to pave any roadway constructed by Grantee within the Permanent Right of Way and Easement unless Grantee decides that such paving is necessary for its use and enjoyment of the same, or unless required by applicable governmental laws or regulations in effect from time to time. In its use of the Easements, Grantee shall make a commercially reasonable effort to minimize interference with the use and occupancy of the Grantor Property, and shall promptly restore and repair any damage that it causes to the Grantor Property. Grantee shall indemnify and save Grantor harmless from and against all claims, demands, actions, causes of action, losses, costs and expenses or injury to or death of persons and/or for loss of or damage to property, including attorneys' fees and costs, arising out of or relating to the use or exercise of any of the rights or Easements herein granted to Grantee or its agents, employees, tenants, invitees, licensees, contractors, or subcontractors. The Grantor agrees that the Grantee shall not have any obligation to indemnify or hold harmless the Grantor from any claims, demands, actions, causes of action, losses, costs and expenses or injury to or death of persons and/or for loss of or damage to property, including attorneys' fees and costs, arising out of injuries to any trespasser on the Grantor Property or Grantee Property, nor arising out of injuries to any person using the Grantor Property or Grantee Property without the express permission of the Grantee. Similarly, Grantor shall indemnify and save Grantee harmless from an against all claims, demands, actions, causes of action, losses, costs and expenses or injury to or death of persons and/or for loss of or damage to property, including attorneys' fees and costs, arising out of or relating to the use or exercise of any of the rights or Easements herein granted to Grantor or its agents, employees, tenants, invitees, licensees, contractors or subcontractors. The Grantee agrees that that Grantor shall not have any obligation to indemnify or hold harmless the Grantee from any claims, demands, actions, causes of action, losses, costs and expenses or injury to or death of persons and/or for loss of or damage to property, including attorneys' fees and costs, arising out of injuries to any trespasser on the Grantor Property or Grantee Property, nor arising out of injuries to any person using the Grantor Property or Grantee Property without the express permission of the Grantor.

- (f) Grantor agrees to cooperate with Grantee by providing any information or documentation necessary for Grantee to obtain suitable title insurance, at the Grantee's sole expense, insuring that the Grantor has the legal authority to provide and convey the rights given in this Easement and Right of Way Agreement.

This Agreement may not be modified or amended, except in writing, signed by all parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall be binding upon the heirs, executors, administrators, and successors-in-title of the parties hereto. In the event of the breach of any party's obligations under this Agreement, the breaching party shall be liable for all costs and expenses occasioned by such breach, including but not limited to court costs and attorneys' fees.

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IN TESTIMONY AND WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals this 25 day of August 2021.

GRANTOR:

ETOWAH VENTURE PARTNERS I LLC, A Georgia limited liability company

By: [Signature]

Name: Richard D. Aaronson
Title: Manager

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]

Z Maddox
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires 04/08/2025

GRANTEE:

TILLEY PROPERTIES, INC., a Georgia corporation

By: [Signature]
Name: Beth Tilley
Title: CEO, Tilley Properties, Inc.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]

4825-8172-51681
Aaronson/Cartersville/Tilley Easement Agreement/access easement agreement 06_30_21

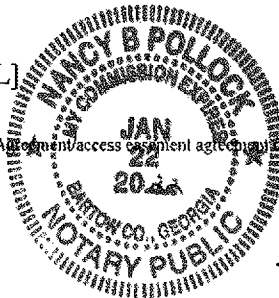


EXHIBIT "A"

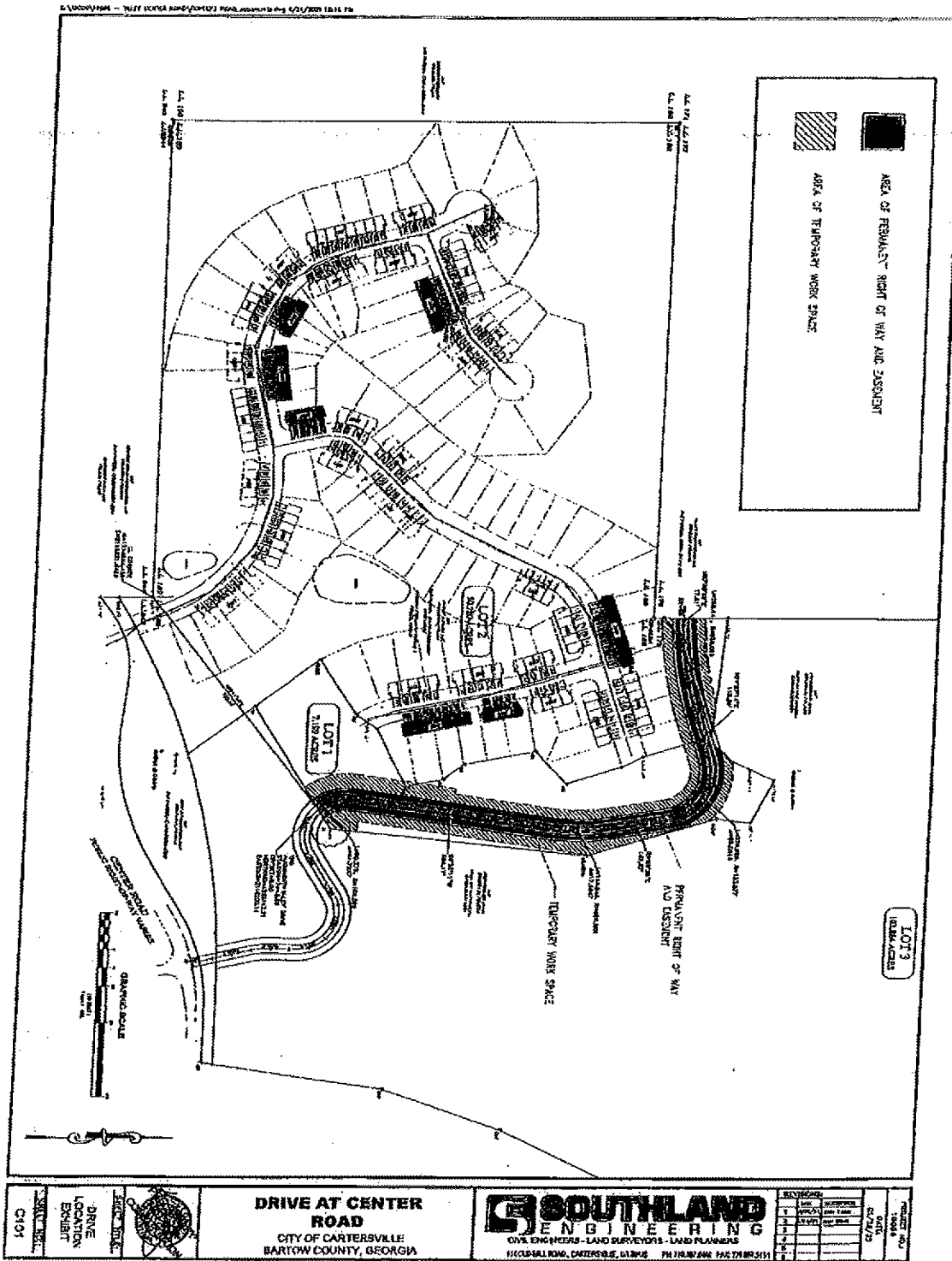
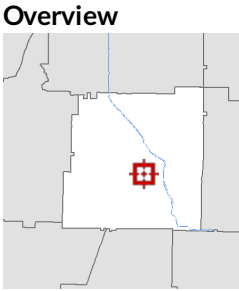
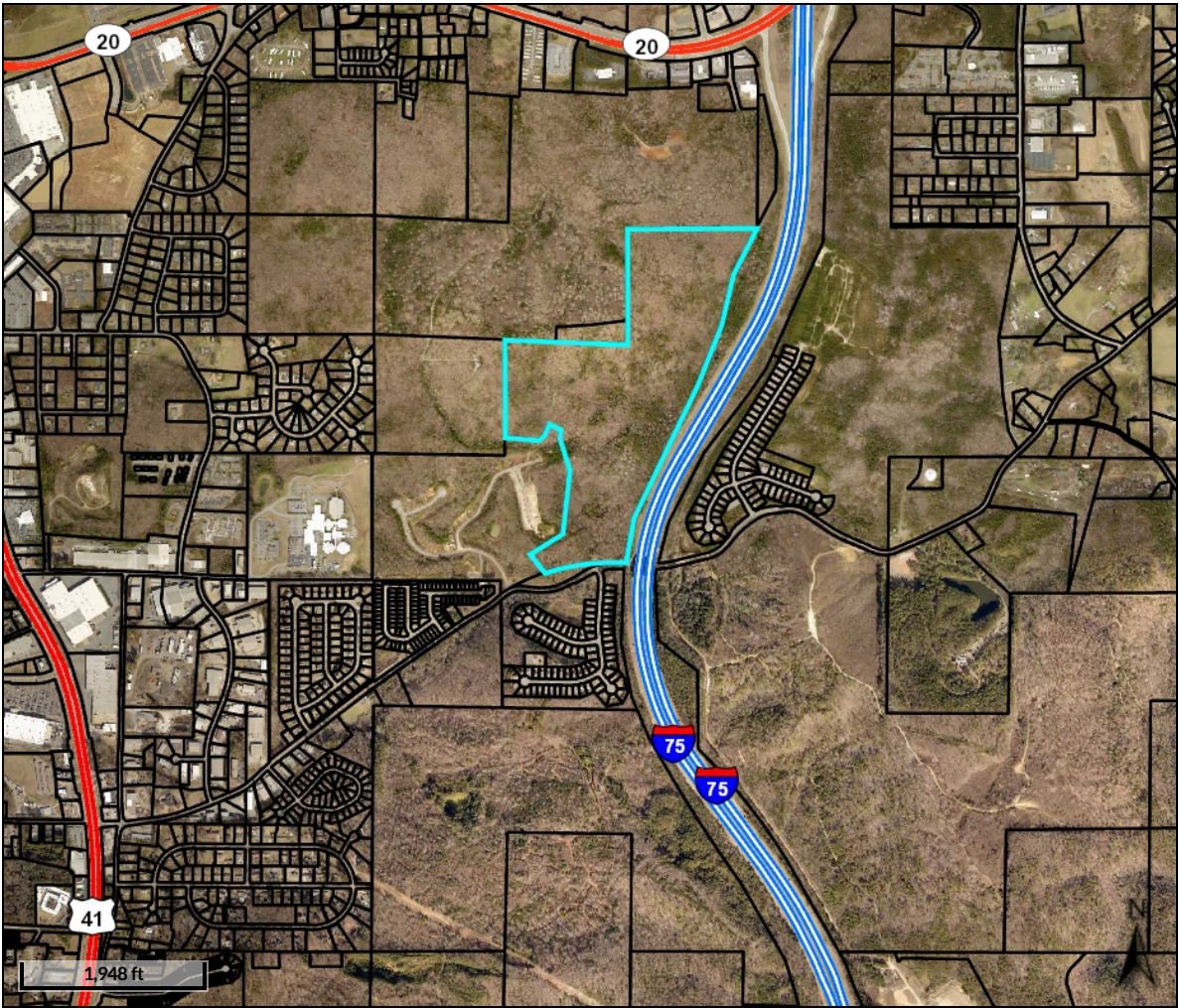


EXHIBIT "B"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN LAND LOTS 173, 188, 189, AND 245, OF THE 4TH DISTRICT, 3RD SECTION IN THE CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (CAR AXLE) AT THE COMMON LAND LOT CORNER OF LAND LOTS 172, 173, 188, AND 189; THENCE ALONG THE WESTERN LAND LOT LINE OF LAND LOT 173 WITH A BEARING OF N 00°12'47" E A DISTANCE OF 27.09 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE CONTINUING ALONG SAID LAND LOT LINE WITH A BEARING OF N 00°12'47" E A DISTANCE OF 160.81 FEET TO A POINT; THENCE LEAVING SAID LAND LOT LINE WITH A BEARING OF S 85°11'54" E A DISTANCE OF 325.04 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE WITH A BEARING OF N 67°53'47" E A DISTANCE OF 32.28 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF N 35°59'04" E A DISTANCE OF 24.16 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF N 51°24'37" E A DISTANCE OF 24.16 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF N 25°33'04" E A DISTANCE OF 61.63 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF N 25°26'59" E A DISTANCE OF 70.00 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF S 64°33'01" E A DISTANCE OF 128.50 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF S 06°07'07" W A DISTANCE OF 89.34 FEET TO AN IRON PIN FOUND (#4 REBAR – CAPPED); THENCE WITH A BEARING OF S 17°01'05" E A DISTANCE OF 343.18 FEET TO AN IRON PIN FOUND (#4 REBAR – CAPPED #796); THENCE WITH A BEARING OF S 06°08'33" W A DISTANCE OF 656.50 FEET TO A TREE LOCATED 18.5 FEET NORTHEAST OF AN IRON PIN FOUND (#4 REBAR); THENCE WITH A BEARING OF S 57°56'20" W A DISTANCE OF 394.22 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE WITH A BEARING OF S 38°18'37" E A DISTANCE OF 211.47 FEET TO AN IRON PIN FOUND (#4 REBAR) ALONG THE NORTHERN RIGHT OF WAY (R/W) OF CENTER ROAD (VARIABLE PUBLIC R/W); THENCE ALONG SAID R/W IN A SOUTHWESTERLY DIRECTION WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 2060.11 FEET, HAVING A CHORD BEARING OF S 65°43'28" W, A CHORD DISTANCE OF 469.55 FEET AND AN ARC LENGTH OF 470.58 FEET TO AN IRON PIN PLACED (#4 REBAR) AT THE INTERSECTION OF SAID R/W AND THE WESTERN LAND LOT LINE OF LAND LOT 245; THENCE ALONG SAID LOT LINE WITH A BEARING OF N 00°45'50" W A DISTANCE OF 85.85 FEET TO AN IRON PIN PLACED (#4 REBAR) AT THE COMMON LAND LOT CORNER OF LAND LOTS 188, 189, 244, AND 245; THENCE ALONG THE SOUTHERN LAND LOT LINE OF LAND LOT 189 WITH A BEARING OF N 89°59'28" W A DISTANCE OF 1305.18 FEET TO AN IRON PIN FOUND (#4 REBAR – FLAT IRON) AT THE COMMON LAND LOT CORNER OF LAND LOTS 189, 190, 243, AND 244; THENCE ALONG THE WESTERN LAND LOT LINE OF LAND LOT 189 WITH A BEARING OF N 00°00'27" E A DISTANCE OF 1293.44 FEET TO AN IRON PIN FOUND (#4 REBAR) AT THE COMMON LAND LOT CORNER OF LAND LOTS 171, 172, 189, AND 190; THENCE ALONG THE NORTHERN LAND LOT LINE OF LAND LOT 189 WITH A BEARING OF S 89°28'07" E A DISTANCE OF 1356.30 FEET TO AN IRON PIN FOUND (CAR AXLE) AT THE COMMON LAND LOT CORNER OF LAND LOTS 172, 173, 188, AND 189 AND THE POINT OF BEGINNING.



Legend
 □ Parcels
 — Roads

Parcel ID	C108-0001-001	Alternate ID	38131	Owner Address	WHM CHATTAHOOCHEE HILLS INVESTMENTS LLC
Sec/Twp/Rng	n/a	Class	Agricultural		8000 CAPP'S FERRY
Property Address	CENTER RD	Acreage	103.85		DOUGLASVILLE, GA 30135
District	Cartersville				
Brief Tax Description	LL245 D4 Etowah preserve Ph 2				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 5/2/2022
 Last Data Uploaded: 4/29/2022 9:58:24 PM

Developed by  **Schneider**
 GEOSPATIAL

Application for Rezoning

City of Cartersville

Case Number Meeting: June 2, 2022 Item 6.

Date Received: 3-25-22

Public Hearing Dates:

Planning Commission May 10th **1st City Council** May 19th **2nd City Council** June 2nd
5:30pm 7:00pm 7:00pm

Applicant Prime Engineering Office Phone 404-425-7100
 (printed name)
 Address 3715 Northside Pkwy Mobile/ Other Phone _____
 City Atlanta State GA Zip 30327 Email _____
Justin Purucker Phone (Rep) 404-425-7118
 Representative's printed name (if other than applicant) Email (Rep) jpurucker@prime-eng.com
same as applicant 
 Representative Signature Applicant Signature

Signed, sealed and delivered in presence of:


 Notary Public

My commission expires: 

* Titleholder Harrison Merrill Jr Phone 404-467-6921
 (titleholder's printed name)
 Address 8000 Capps ferry rd, Douglasville, GA 30135 Email HMerrilljr@foxbhallresort.com
 Signature 

Signed, sealed, delivered in presence of:


 Notary Public

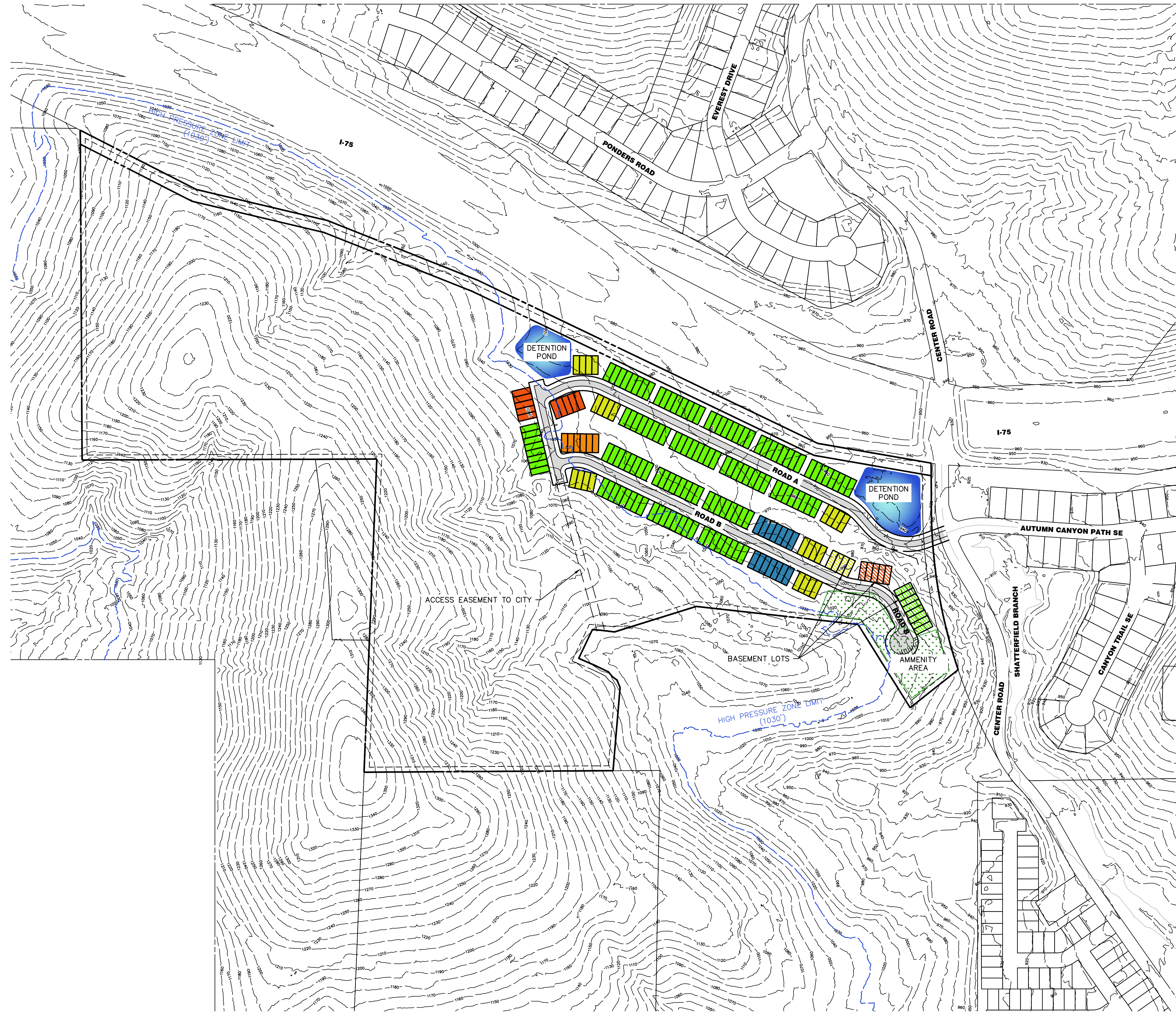
My commission expires: 

Present Zoning District R20 Requested Zoning RA-12
 Acreage 103.85 Land Lot(s) 245 District(s) 04 Section(s) _____
 Location of Property: Center Rd & I-75, Cartersville, Bartow, GA
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: Residential town home neighborhood development

 (attach additional statement as necessary)

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

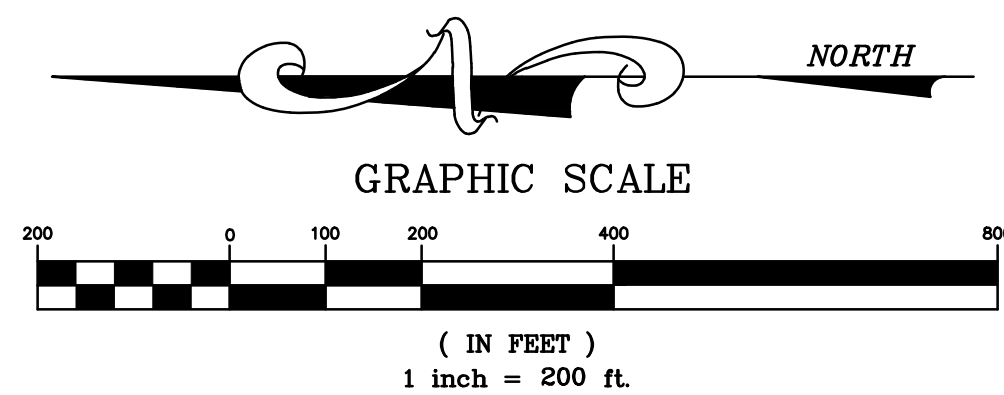
R:\1477-0003 - Merrill-Center Rd Townhomes Concept Plan\3 ENGINEERING Drawings\VR-C-SITE - Phase 1.dwg Wed, 03/16/22 9:35 AM



NOTES:

1. LOTS ARE 75' x 25'.
2. ATTACHED TOWNHOMES ARE SPLIT BETWEEN 4 THROUGH 8 UNIT BUILDINGS.
3. AREA IS IN A HIGH WATER PRESSURE ZONE AND MAINTAINED BY THE CITY OF CARTERSVILLE. MAXIMUM PRESSURE HEAD IS 1050 FT TO FIXTURE HEIGHT (1030 FT AS CONSERVATIVE ESTIMATE).
4. LOT ZONED R-20 (SINGLE FAMILY DWELLING DISTRICT). PROPERTY ZONING DOES NOT ALLOW SINGLE FAMILY ATTACHED. REZONING REQUIRED TO RA-12.

PHASE 1 UNIT COUNT		
	NO. OF BUILDINGS	NO. OF UNITS
4 UNIT BUILDING	7	28
5 UNIT BUILDING	3	15
6 UNIT BUILDING	1	6
7 UNIT BUILDING	2	14
8 UNIT BUILDING	17	136
TOTAL	34	199



PRIME ENGINEERING INCORPORATED
 3715 NORTHSIDE PARKWAY NW
 BUILDING 300, SUITE 200
 ATLANTA, GEORGIA 30327
 404-425-7100

PROJECT:
 PID C108-0001-001
 CENTER RD & I-75
 CARTERSVILLE,
 BARTOW, GA

PREPARED FOR:
 MERRILL TRUST

SEAL:

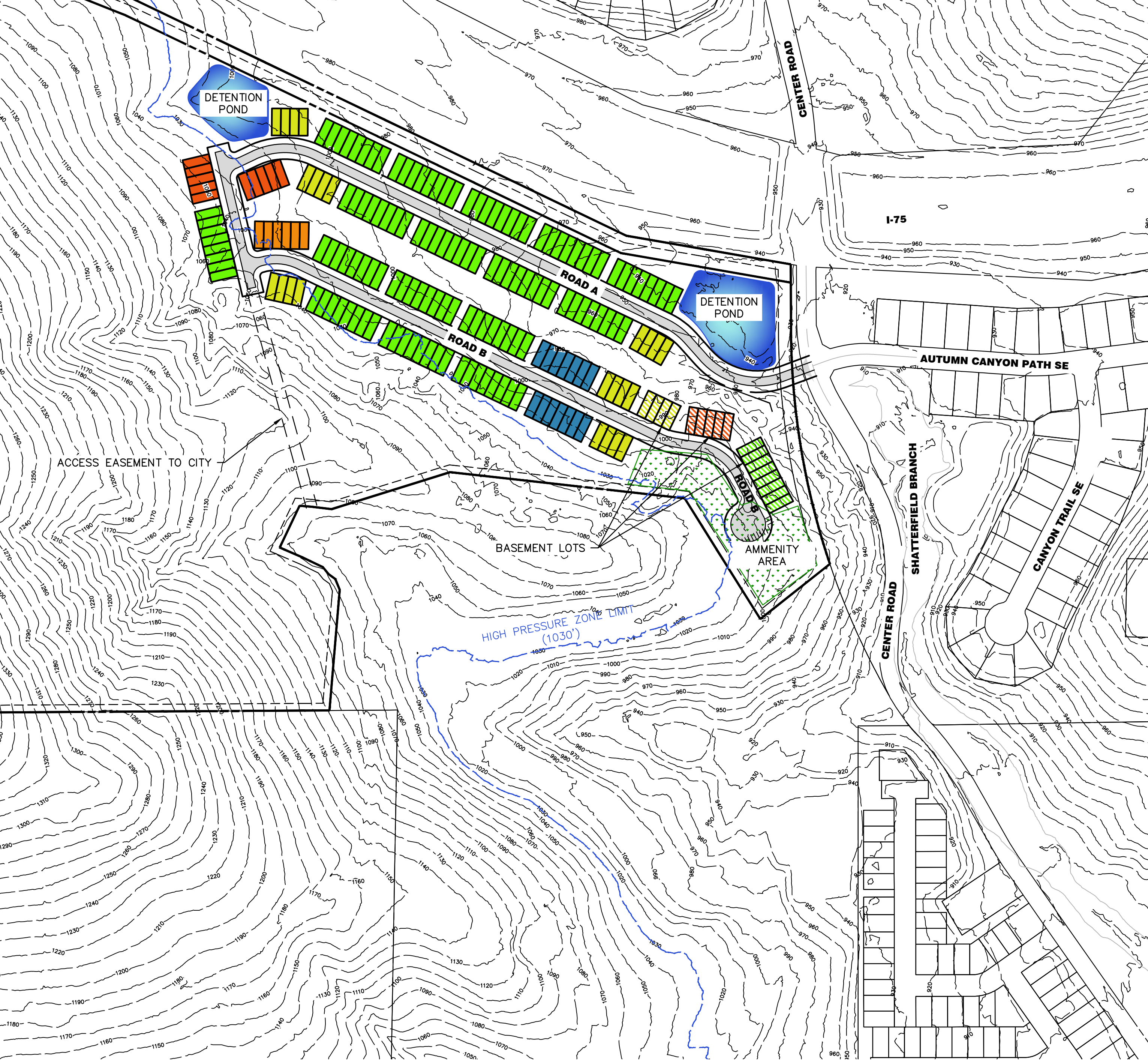
© 2021 PRIME ENGINEERING, INC. Scales, as stated herein, are valid on the original drawing; the dimensions of which are 24 by 36 inches. These scales, noted herein, are hereby changed by the ratio of the overall sheet dimensions of the print to corresponding dimensions of the original drawing. This drawing is the property of PRIME ENGINEERING, INCORPORATED and is not to be reproduced or copied in whole or in part. It is only to be used for the project and site specifically identified herein and is not to be used on any other project. It is to be returned upon request.

DRAWING TITLE

TOWNHOME CONCEPT #1

DRAWING DATE 03/07/2022	DRAWN BY ABL
DRAWING SCALE 1" = 200'	DESIGNED BY JDP
PROJECT NUMBER 1477-0004	CHECKED BY RRM
DRAWING NUMBER	C-100

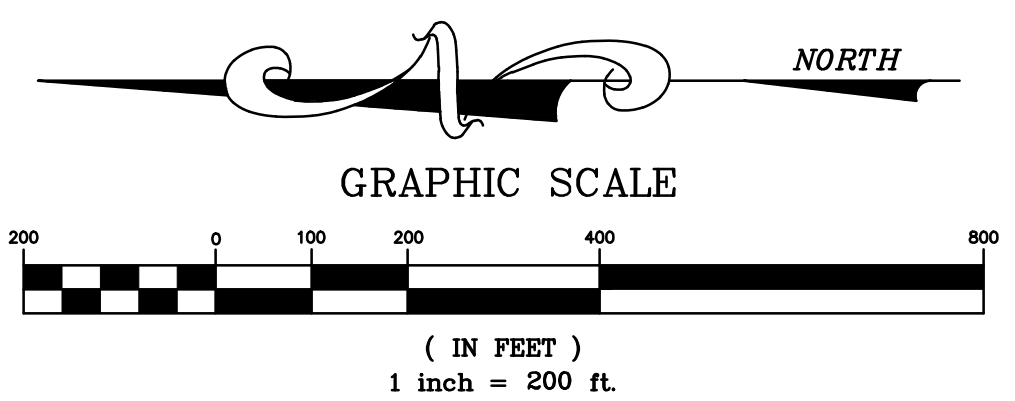
NOT ISSUED FOR CONSTRUCTION



NOTES:

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TOTAL	34	199







CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Budget Ordinance for the Fiscal Year 2022-23
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The fiscal year 2022-23 budget ordinance is attached. The proposed budget is a balanced budget and increased \$22,021,065 over the fiscal year 2022-23 budget. The increase equates to a 13.98% increase. The proposed budget includes salary adjustments, a slight increase in the city’s property tax millage rate, an increase in health insurance premiums for both the city and the employees, and increases in the water and sewer rates, electric, and solid waste rates.</p> <p>Budget comparison by type for the FY 2023 proposed budget compared to the FY 2022 budget include: personnel expenses increase by \$2,406,735; operating expenses increased \$3,008,690; purchase of commodities increased by \$4,245,255; debt service expenses increased \$1,884,470; decrease in business improvement district \$24,535; capital expenses increased \$9,435,570, and increases to the transfers to the general fund \$1,064,880. I recommend approval of the proposed FY 2022-23 budget as presented.</p>
LEGAL:	None

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. _____

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2022 – 2023 budget.

2022 - 2023 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$33,736,215	
Expenditures:		
Legislative		\$ 3,531,275
Administration		\$ 1,219,460
Finance Dept.		\$ 883,845
Customer Service Dept.		\$ 1,378,805
Police		\$ 7,068,675
Fire		\$10,593,490
Municipal Court		\$ 313,585
Public Works		\$ 2,964,060
Recreation		\$ 4,314,400
Planning & Development		\$ 1,468,620
 <u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 923,800	\$ 923,800
America Rescue Plan (ARPA)	\$ 3,150,000	\$ 3,150,000
Tourism Product Development	\$ 150,000	\$ 150,000
SPLOST – 2003	\$ 100,000	\$ 100,000
SPLOST – 2014	\$ 50,000	\$ 50,000
SPLOST - 2020	\$ 3,245,000	\$ 3,245,000
DEA	\$ 442,955	\$ 442,955
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 1,510,000	\$ 1,510,000
Motor Vehicle Rental Tax	\$ 85,235	\$ 85,235
Grant Funds	\$ 0	\$ 0
Development Fees	\$ 5,000	\$ 5,000
Tax Allocation District	\$ 310,000	\$ 310,000

Enterprise Funds

Fiber Optics	\$ 2,583,800	\$ 2,583,800
Electric	\$54,485,200	\$54,485,200
Gas	\$34,353,845	\$34,353,845
Solid Waste	\$ 3,638,845	\$ 3,638,135
Stormwater	\$ 1,602,000	\$ 1,602,000
Water & Sewer	\$37,578,785	\$27,353,515
Water Pollution Control Plant		\$ 3,520,060
Water Treatment Plant		\$ 6,705,210

Internal Service Fund

Garage	\$ 1,573,545	\$ 1,573,545
--------	--------------	--------------

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ___ day of June 2022. First Reading.
ADOPTED this ___ day of June 2022. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Amendment to Utilities Ordinance Regarding Solid Waste Rates
DEPARTMENT SUMMARY RECOMMENDATION:	The proposed fiscal year 2022-23 budget includes an increase in the Solid Waste Fund to help address the maintenance and capital needs of the Solid Waste Fund. The increase is as follows: a \$2.50 increase per month in the residential solid waste customers and a 10% increase per month in the commercial solid waste customers. Also, residential customers will no longer be required to purchase their solid waste carts as the city will provide one to them. I recommend approval of the proposed Solid Waste rate increases to begin July 1, 2022.
LEGAL:	None

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 21. SOLID WASTE, ARTICLE II. MUNICIPAL COLLECTION AND DISPOSAL SERVICE. SEC 21-26. GARBAGE CONTAINERS GENERALLY, SEC. 21-34. BILLING. SUBSECTIONS (a) AND (e) AND SEC. 21-35 COMMERCIAL AND MULTI-DWELLING UNITS (HAVING MORE THAN SIX UNITS) COLLECTION CHARGES are hereby deleted in their entirety and replaced as follows:

1.

Sec. 21-26 Garbage containers generally.

- (a) The following practices and procedures shall be followed in order to facilitate the collection of garbage:
 - (1) Containers purchased by the resident prior to July 1, 2022, will remain the property of the resident.
 - (2) Every new customer after July 1, 2022, shall be provided one standardized container; unauthorized containers will not be serviced. Additional containers may be obtained from the city for an additional fee. The containers are not to be used for any other purpose.
 - (3) Each city issued container has an imprinted serial number that is assigned to a specific address (not resident). If the resident moves, the container must remain at the assigned address.
 - (4) The customer is responsible for keeping their assigned container secure and in good condition. If the container is stolen or vandalized, the customer must provide a valid police report before the container will be replaced. If a container must be replaced due to negligence, the customer shall be required to pay for a replacement container.

- (b) Special exceptions to the requirements of subsection (a) may be made:
 - (1) For the physically handicapped and elderly individuals on a case-by-case basis. They shall use standardized container, and they will be assessed the normal collection rate for the back door service provided.
 - (2) Those desiring backyard pickup shall use city standardized containers and shall be charged a fee of twenty-five dollars (\$25.00) per month for this service if approved by the public works director.
 - (3) If a multifamily dwelling complex has between six (6) to thirty (30) units, the public works director may authorize at his sole discretion, the use of standardized wheel carts in said complex, provided that there is adequate access to and within said complex.

- (c) Every individual who has opted out of using the city's garbage service as of August 27, 1998, may continue to do so. However, in the event said individual desires to use the city's solid waste collection services at a later date, they may do so, but upon exercising that right, said individual forfeits the right to opt out forevermore.

2.

Sec. 21-34. Billing

- (a) Each residential household will be billed a monthly charge of twenty-three dollars (**\$23.00**) minimum for garbage collection; said fee includes the cost of collection, curbside recycling, recycling yard waste, and disposal. The monthly fee shall be twenty-one dollars (**\$21.00**) for a residential household with a homestead exemption for elderly, if the proper form has been filed. Furthermore, there shall be an additional fee of eleven dollars and fifty cents (\$11.50) per month per additional cart per residence. A chart listing out the residential and senior monthly rates is also listed below:

Residential Monthly Rates

1 Curbie	\$23.00
2 Curbies	\$34.50
3 Curbies	\$46.00

Senior Residential Monthly Rates – (Homestead Exemption for Elderly)

1 Curbie	\$21.00
2 Curbies	\$32.50
3 Curbies	\$44.00

- (e) A fee of fifteen dollars (\$15.00) per sticker shall be charged to the customers and stickers may only be purchased in person at city hall or by mail order from the city clerk's office for the collection of the waste material referred to in section 21-33(f) of this chapter. Two (2) stickers (thirty dollars (\$30.00)) are required for all appliances with refrigerant.

3.

Sec. 21-35. Commercial and multi-dwelling units (having more than six units) collection charges.

- (a) Multi-dwelling units having more than six (6) units will be required to have a container and will be charged the following rates:

Container Size	Dumps Per Week	Monthly Rate
2 Yard	1	\$94.00
	2	\$132.00
	3	\$163.00
4 Yard	1	\$121.00
	2	\$183.00
	3	\$230.00
	4	\$292.00
	5	\$354.00
	6	\$462.00
6 Yard	1	\$152.00
	2	\$214.00
	3	\$275.00
	4	\$337.00
	5	\$400.00
	6	\$555.00
8 Yard	1	\$180.00
	2	\$258.00
	3	\$336.00
	4	\$413.00
	5	\$491.00
	6	\$647.00

Extra dumps for dumpsters/containers \$100.00

- (b) The collection charges for commercial curbies is as follows:

Commercial Curbies	Once Per Week Pickup	Twice Per Week Pickup
1 Curbie	\$35.00	\$49.50
2 Curbies	\$43.00	\$61.50
3 Curbies	\$51.00	\$72.50
4 Curbies	\$58.00	\$82.50
5 Curbies	\$67.00	\$94.50

- (c) Said fee may be adjusted automatically by the department to cover the increase in landfill disposal costs.
- (d) All bills for garbage service shall be sent to customers on the billing date for utilities. These bills are due and payable at the city clerk's office on the specified date on the bills. After that date, service may be ceased until all amounts due are paid.
- (e) A penalty of ten (10) percent shall be added to all bills for garbage service where bills are not paid on the due date as specified on the bill. If a customer is in arrears for a previous month or months, payment shall first be applied to previous bills.

4.

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 to accomplish such intention and any ordinance or part thereof not amended shall remain in effect and be unchanged.

5.

This rate increase will be effective as of July 1, 2022.

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____
 SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Amendment to Utilities Ordinance Regarding Water and Sewer Rates
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The proposed fiscal year 2022-23 budget includes an increase in the Water and Sewer Fund to help address the maintenance and capital needs of the water fund. The increase is as follows: a 2.5% increase in the residential, commercial, and industrial water and sewer rates for both inside and outside the city limits customers.</p> <p>The 2.5% increase will allow the water department to continue the maintenance of the existing water and sewer system as well as update/expand the system to fulfill the needs of existing customers. The total estimated increase for a residential water and sewer customer is \$1.10 per month on 7000 gallons consumed.</p> <p>The amended ordinance also adds a new “Wholesale” rate class for water customers, which currently only includes the Bartow County Water System as a customer. The wholesale and industrial classes are currently set at the same rate.</p> <p>With the proposed increase in the water and sewer rates, the City of Cartersville residents will remain one of the lowest in the surrounding municipalities. The increase is needed to maintain the existing system and plan for any necessary future expansions. I recommend approval of the proposed water and sewer rate increases to begin July 1, 2022.</p>
LEGAL:	None

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 24. UTILITIES. ARTICLE IV. WATER SERVICE Section 24-64 WATER AND SEWAGE RATE and Section 24-147 SEWAGE RATES is hereby amended by deleting paragraph (a) (2) and (b)(2) in their entirety and replacing them with the following:

1.

Sec. 24-64. Water & Sewage Utility Rates.

(a.) Water Monthly Billing	City	Outside City
(2) Plus consumption as follows:		
(i) Residential Meters		
(a) 0 – 8 consumptions per month	\$2.26/100 cu. ft./ \$3.01/1000 Gal.	\$4.14/100 cu. ft./ \$5.54/1000 Gal.
(b) 9 – 14 consumptions per month	\$3.39/100 cu. ft./ \$4.54/1000 Gal.	\$4.25/100 cu. ft./ \$5.69/1000 Gal.
(c) 15 – 19 consumptions per month	\$5.13/100 cu. ft./ \$6.85/1000 Gal.	\$5.13/100 cu. ft./ \$6.85/1000 Gal.
(d) 20 + consumptions per month	\$7.16/100 cu. ft./ \$9.58/1000 Gal.	\$7.16/100 cu. ft./ \$9.58/1000 Gal.
(ii) Apartments, Multiples & Commercial Meters	\$3.71/100 cu. ft./ \$4.96/1000 Gal.	\$5.03/100 cu. ft./ \$6.73/1000 Gal.
(iii) Irrigation System Meters	\$5.13/100 cu. ft./ \$6.85/1000 Gal.	\$5.13/100 cu. ft./ \$6.85/1000 Gal.
(iv) Industrial and All Other Meters	\$2.26/100 cu. ft./ \$3.01/1000 Gal.	\$4.14/100 cu. ft./ \$5.54/1000 Gal.
(v) Wholesale Meters	\$2.26/100 cu. ft./ \$3.32/1000 Gal.	\$4.14/100 cu. ft./ \$5.86/1000 Gal.
(b.) Sewage Monthly Billing	City	Outside City
(2) Plus consumption	\$2.48/100 cu. ft./ \$3.32/1000 Gal.	\$4.39/100 cu. ft./ \$5.86/1000 Gal.

2..

This Ordinance shall become effective on July 1, 2022.

3.

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 alphabetized accordingly and renumbered to accomplish such intention.

[SIGNATURES ON NEXT PAGE]

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Amendment to Utilities Ordinance Regarding Electric Rates
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The proposed budget includes increases to electric rates. The Electric Department is proposing a rate increase based on the rate study provided by Electric Cities of Georgia (ECG), due to general operations of the electric department increasing, and the increased cost of Plant Vogtle Units 3 and 4 going on-line, the proposed increases are necessary to sustain the electric department's expenditures. Along with the increases mentioned above, the cost of the electric department's cost of electricity generation (coal and natural gas) have also increased. The proposed changes include an increase in the base rate of all rate classes. Also, changes will occur in the actual rates of each rate class.</p> <p>With the proposed changes to the electric rates, the estimated increase to a residential user will be about \$8.00 per month for each 1,000 kWh used. The average Cartersville resident uses 1,013 kWh per month.</p> <p>I recommend approval of the proposed Electric rate changes to begin July 1, 2022.</p>
LEGAL:	None



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Resolution for Creation of Festival Zone
DEPARTMENT SUMMARY RECOMMENDATION:	Request for creation of festival zones for Chamber BBQ, to be held in Friendship Plaza on June 23. Staff recommends approval.
LEGAL:	N/A

Resolution No. - _____

of the

City of Cartersville, Georgia

WHEREAS, the Cartersville City Council approved a Festival Ordinance in 2014; and

WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for the following events to be held downtown:

Thursday, June 23 for the Chamber of Commerce Annual BBQ

WHEREAS, the DDA Board recommends that these events be designated a controlled Festival Zone; and

WHEREAS said Festival Zone will allow those of 21 years and older, who show proof of identification and receive a wristband or other means of identification, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, the Director of Planning and Development will receive all necessary proposals and applications prior to each event with the understanding that alcoholic beverages will only be sold by an approved alcohol-license holding businesses or caterer.

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the above listed events be designated a Community Festival Zone.

ADOPTED this the 2nd day of June 2022.

/s/ _____
Matt Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk

Proposed areas for Festival Zone





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Updated Architectural and Engineering Contract for the Water Department Administration Complex
DEPARTMENT SUMMARY RECOMMENDATION:	This is the updated professional services agreement between the City and CPL based on the anticipated construction cost of the Water department administrative complex. These fee percentages were in the original agreement approved at the February 17, 2022 Council meeting.
LEGAL:	Reviewed by Archer & Lovell

EXHIBIT C
Fee Schedule Estimates

Estimated Stated Construction Cost Limitation	\$	8,500,000.00	
** Basic Design/Engineering Services			
Pre-Design Phase	\$	29,700.00	CPL
Schematic Design	\$	55,444.50	
Design Development	\$	107,100.00	
Construction Documents	\$	214,200.00	CPL
CM Bid Phase Assist	\$	21,955.50	
Construction Administration	\$	107,100.00	
	\$	535,500.00	6.30%
Site Due Diligence Information and Additional Tasks Necessary to Design & Engineer			
Hydro Study	\$	4,000.00	CPL
			By
Boundary & Topo Survey	\$	-	City
Erosion Control Plan	\$	3,500.00	CPL
NPDES	\$	1,500.00	CPL
			By
Geotech	\$	-	City
			By
Phase I	\$	-	City
Hydro Study for Additional Detention Pond	\$	-	N/A
			By
Utility Survey	\$	-	City
Douthit Ferry Road Access Design/DOT Coordination and Cross-site Access Road Design	\$	9,500.00	CPL
	\$	18,500.00	
	Total	\$ 554,000.00	
Expense Allowance	\$	5,000.00	

Additional Services (upon request of the City)

CM As-Built Assists \$3,500 for arch
(estimates) \$1,500 per discipline

** subject to adjustment pending final construction cost as approved by the City



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Proposal for City Hall Drive Through
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The monitoring system in the customer service drive through is outdated and in need of repair or replacement of the audio/video components and pneumatic system.</p> <p>We have received quotes from ACG, a sole source provider, for various stages of repair and a quote for replacement. We have chosen option 1, the Two-Way audio video system which includes the new equipment, installation and removal of the existing system and staff training in the amount of \$30,123. According to the vendor, it may take 5-6 months to receive the equipment. Approval of this equipment replacement and installation agreement is recommended.</p>
LEGAL:	Assistant City Attorney has reviewed the agreement.



Paragraph 3: TERMS OF PAYMENT:

50% Deposit due at contract signing; balance of contract due at completion (Net 10)

Paragraph 4: DELIVERY TERMS: ACG to install

Paragraph 5: WARRANTIES: ACG warrants all parts 30 days

All claims under this warranty shall be made directly to Atlanta Computer Group, Inc. at the above address within **30 days** of receipt of the equipment. Any equipment or components approved for replacement by Seller must be returned directly to Seller upon receipt of its replacement. Seller will invoice Buyer, at the then market prices, for equipment or components approved for replacement and not returned to Seller within 10 days of its replacement. This remedy to repair, replace, or bring current is exclusive remedy and is in lieu of any other obligation or warranty, whether expressed or implied.

Paragraph 6: ACCEPTANCE: This contract offer will be accepted for up to 60 days after contract offer date.

Paragraph 7: SECURITY INTEREST:

- Not in compliance with the City of Cartersville requirements

Paragraph 8: JURISDICTION:

This contract shall be governed by the laws of the State of Georgia. Parties agree that action arising out of this contract may be litigated under the laws of Georgia and submit to the personal jurisdiction and venue of the courts of Bartow County, Georgia.

ATLANTA COMPUTER GROUP, INC.	CITY OF CARTERSVILLE
By: Phil Winn Title: President Date: May 23, 2022 Signed:	By: Title: Mayor Date: Signed: By: Title: City Clerk Date: Signed



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Rotary Club of Etowah for July 4, 2022 Celebration
DEPARTMENT SUMMARY RECOMMENDATION:	This is a contract between the City of Cartersville and the Rotary Club of Etowah for the July 4 th celebration at Dellinger Park. Additionally, JRM Management Services, Inc. has contracted with the Rotary Club of Etowah to coordinate this event and the contract is attached.
LEGAL:	The contract between the City and the Rotary Club has been reviewed by Archer & Lovell.



Management Services, Inc.

P.O. Box 777 Kennesaw, GA 30156
Phone: 770.423.1330 Fax: 770.293.0047
Email: todmiller@jrmmanagement.com

Meeting: June 2, 2022 Item 14.

Date	Invoice #
5/17/2022	10916

Bill To
City of Cartersville 10 N Public Square Cartersville, GA 3012

P.O. No.	Due Date	Project
	5/17/2022	

Quantity	Description	Rate	Amount
	Fireworks Sponsor - City of Cartersville July 4th Celebration - Monday - July 4, 2022	6,000.00	6,000.00
		Total	\$6,000.00

4TH F JULY

CELEBRATION

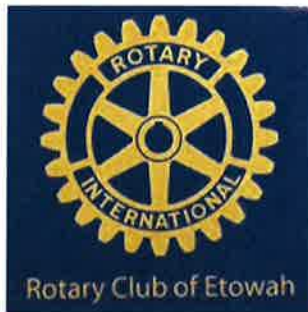
ROTARY CLUB OF ETOWAH ★ AT DELLINGER PARK

JRM Management Services, Inc.

Tod Miller and Bill Watson

P.O. Box 777
Kennesaw, GA 30156

770-423-1330



4TH OF JULY



CELEBRATION

ROTARY CLUB OF ETOWAH ★ AT DELLINGER PARK

"THIS MANAGEMENT AND SERVICE AGREEMENT (herein "Agreement") is entered into this seventh day of May 2022 by and between the Rotary Club of Etowah as party of the first part (hereinafter "RCOE") and JRM Management Services, Inc. as party of the second part (hereinafter "JRM") upon the terms set forth below."

1. The purpose of this Agreement is to allow JRM to handle all responsibilities of sponsorship sales, retention, activation, layout, promotion, music/entertainment, kid's activities, logistics, and fireworks for the 2022 Cartersville 4th of July Celebration at Dellinger Park on July 4, 2022 (herein "Event"). JRM agrees that the Event shall be a family-oriented event suitable for children of all ages. JRM further agrees that it shall be responsible for all expenses related to this Project and RCOE shall not be responsible for any expenses of this Project."
2. JRM agrees to perform the following Services:
 - a. JRM Management Services, Inc. will work with RCOE to create a working budget associated with the successful advertising, promotion, entertainment, set-up, maintenance, and clean-up for the Event.
 - b. JRM Management Services, Inc. agrees to work in cooperation with the designated RCOE representatives (to be agreed upon) in all aspects of promoting the Event.
 - c. JRM will have on-site producers for the entire set-up, event and clean-up.
 - d. JRM will provide the RCOE a certificate of insurance that will show liability coverage in the amount of one million dollars (\$1,000,000.00) with RCOE listed as "additional insured" and also with the City of Cartersville listed as an additional insured.
 - e. JRM Management Services, Inc. will operate an office year-round in Cobb County (Kennesaw) to handle all inquires from vendors and prospective vendors and as a source of event information from the general public.
3. The parties agree to the following additional terms:
 - a. JRM is authorized to revise vendor levels, specifically revise exhibiting level sponsor to a minimum cost of \$500.00 for a 10' x 10' space and provide tent, table, and chairs in a high traffic area as part of that sponsorship. JRM is further authorized to revise sponsor levels as set forth below, provided that any changes to sponsor levels set forth below, or any matters of sponsorship not covered below shall be mutually agreeable to the parties. JRM understands that the City of Cartersville prohibits the sale and/or advertisement of alcoholic beverages at this Event; and sponsorship by

Cartersville 4th of July Celebration at Dellinger Park,
Page 2 of 4

companies that produce alcoholic beverages, in keeping with the requirement to maintain a family-oriented Event. Therefore, sponsorship by such companies is prohibited.

1. Sponsorship Levels
 - i. \$500.00 Booth (includes tent, table, chairs)
 - ii. \$1,500.00 - \$10,000.00 Upper-level sponsors that will include advertising and specific promotions.
2. Civic / Non-profit Vendors
 - i. \$75.00 - 12' x 12' Booth (space only)
 - ii. \$150.00 - 12' x 12' Booth includes 10' x 10' tent
3. Arts & Crafts - Juried Vendors
 - i. \$75.00 - 12' x 12' Booth (space only)
 - ii. \$150.00 - 12' x 24' Booth (space only)
4. Food Vendors
 - i. \$150.00 - Non-profit – 12' x 12' Booth (space only)
 - ii. 20% of Gross Sales – For-profit (\$100 deposit required)
- b. JRM will meet with RCOE staff and determine on-site assets and preliminary layout the event. JRM will handle on-site logistics and set-up of all infrastructures.
- c. JRM will handle all aspects of vendors making the process completely “turn-key” and would only require the RCOE to forward any contacts received about the Event.
- d. JRM will help and facilitate in-kind sponsorships designated by the RCOE as beneficial.
- e. JRM will accept all funds in relation to all vendors (cash, check or credit card transactions) on behalf of the RCOE / Event and will meet once a month starting in April of each year with RCOE with a report of progress. JRM will also meet after the Event for any follow-up information and review of any changes to processes or procedures.
- f. JRM will order, facilitate, layout and set all tables, tents, portable toilets associated with the activation of the Event. These items will be estimated and included in the Event budget.
- g. RCOE anticipates that Century Bank will sponsor at \$4,500, the City of Cartersville and the County of Bartow may each donate \$6,000.00 for fireworks. Funds donated by Century Bank, the City and County to RCOE are pass-through items for payment towards the fireworks show, and upon payment of these amounts to RCOE, these funds shall be paid by RCOE to JRM as a supplement to the cost of the fireworks. Notwithstanding the payment of funds from Century Bank, City and/or County, JRM shall be exclusively responsible for the fireworks show and all costs thereof in such amounts as JRM deems

appropriate; the Event budget will be at least \$15,640.00 for fireworks. If the Century Bank, City and/or County do not make donations for fireworks, the parties to this Agreement shall revisit and/or revise the budget regarding fireworks as they can mutually agree.

- h. JRM will assist the City of Cartersville in order to maintain and keep clean the event grounds (Dellinger Park) during and after the Event.
- i. JRM will work with Cartersville Parks & Recreation Department to plan and activate parking for the Event at Dellinger Park. The Event will receive \$9.00 off each car parking proceeds collected by the Cartersville Parks & Recreation Department. The City will receive \$1.00 off each car parking proceeds. The City will charge each car \$10.00 to park at Dellinger Park for the Event.
- j. The parties agree that RCOE will enter into an agreement with the City of Cartersville for the use of Dellinger Park and City services for this Event, upon such terms at least equivalent to previous year's Events, provided that the City of Cartersville shall have the authority to approve JRM as a subcontractor to this Event and to incorporate this Agreement into its agreement with RCOE. In the event the City of Cartersville does not agree to this provision for any reason, the parties to this Agreement shall amend this Agreement upon such terms as they can mutually agree.

4. COMPENSATION: All net profits shall be equally divided between JRM (50%) and RCOE (50%). In the unlikely event that the net profit is less than zero, JRM will absorb any loss and not the RCOE.

5. If for any reason beyond the control of the parties this Event cannot take place on the scheduled date of July 4, 2022, the parties agree to hold the Event on the following day of July 5, 2022, unless otherwise mutually agreed by the parties.

6. This Agreement shall be in effect from the date hereof through December 31, 2022, and thereafter may be continued from year to year as the parties can agree in writing.

AGREED & ACCEPTED:

JRM Management Services, Inc.

Rotary Club of Etowah



5/7/22

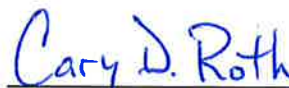
5/20/22

by: Tod Miller
President

Date

Authorized Agent
Rotary Club of Etowah

Date



Print Name

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this 2nd day of June, 2022, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and ROTARY CLUB OF ETOWAH hereinafter referred to as "Contractee."

WITNESSETH

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

To provide a Fourth of July fireworks spectacular at Dellinger Park.

Section 1. The City and Contractee agree to the following terms and conditions for good and valuable consideration received and in exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

- (a) Twelve (12) police officers at mutually agreed upon hours;
- (b) Two (2) firefighters on a ATV Response Unit from noon to the end of the event;
- (c) Contact Metro Atlanta EMS to request an ambulance to be stationed on site;
- (d) One (1) fire truck at 8:30 PM to the end of the event;
- (e) The City of Cartersville shall be responsible for all costs associated with any and all of the above City employees and equipment;
- (f) The City of Cartersville shall contribute to the fireworks display the sum of Six Thousand Dollars (\$6,000);

(g) The time to be spent, services performed and location of all parties shall be approved by the City at least ten (10) days prior to the event and said information will be provided to the Rotary Club of Etowah:

(h) The Ten Dollar (\$10) parking charge at Dellinger Park, on July 4th, One Dollar (\$1) of which will be paid to the City by Contractee, and the balance of which shall be retained by Contractee;

Section 2. Contractee agrees to perform the described activities within the following time period, and has entered into a separate contract with JRM Management Services, Inc to operate said event on June 2, 2022:

The Contractee and its subcontractor JRM Management Services, Inc. shall operate and provide a firework display and provide the following services at Dellinger Park on July 4, 2022 or other mutually agreed upon date, weather permitting, as indicated on Exhibit "A" attached hereto.

Section 3. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 4. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 5. If Contractee fails to perform this Agreement within the time period specified in Section 2, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 6. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 7. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the

City, Contractee will have ten (10) days to respond to said request to the app official.

Section 8. All notices and accounting requests should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: ROTARY CLUB OF ETOWAH
P.O. Box 2221
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this ____ day of _____, 2022.

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

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this ____, day of _____, 2022.

Signed in the presence of: ROTARY CLUB OF ETOWAH

Witness

By: _____

Notary Public

Its: _____

Exhibit “A”
List of Activities Scheduled for Downtown and Dellinger Park
ROTARY CLUB OF ETOWAH 4th of July Celebration
July 4, 2022

- **Parade** – The ROTARY CLUB OF ETOWAH in cooperation with WBHF Radio will sponsor a parade through downtown Cartersville on July 4th. Participants will gather in the Tabernacle Baptist Church parking lot and will step off at 9:00 AM.
- **Arts and Craft** – Various commercial, individual and church vendors will offer a variety of foods, crafts and family oriented activities through the day.
- **Entertainment** – Throughout the day, a variety of family oriented entertainment will be scheduled for the event stage. Immediately preceding the “Fireworks Show” there will be approximately 30 minutes of patriotic music.
- **Car Show (optional)** – The ROTARY CLUB OF ETOWAH in cooperation with the Cartersville Shrine Club, will sponsor a car show at the park.
- **Fireworks Show** – At dusk the ROTARY CLUB OF ETOWAH in cooperation with the City of Cartersville, will sponsor a fireworks show produced and shot by a licensed pyrotechnic company.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Stormwater Acquisition/Relocation Services Contract
DEPARTMENT SUMMARY RECOMMENDATION:	<p>As our civil consultants move forward with the stormwater design improvements for one of our stormwater projects, property acquisition and relocation services will be needed to complete the design.</p> <p>THC has provided Public Works with a proposal to perform the needed services for acquisition of property and relocation services for one of these projects. THC proposes to provide their services for \$23,600.</p> <p>These fees would utilize America Rescue Plan Act (ARPA) Funds for these services. Public Works recommends approval of this agreement.</p>
LEGAL:	Assistant City Attorney has reviewed the contract.



May 20, 2022

Mr. Wade Wilson, PE
City Engineer,
City of Cartersville
330 South Erwin Street
Cartersville, GA 30120

RE: Fee Proposal to Provide Right of Way Acquisition/Relocation Services for Storm Water Detention Pond Project

Dear Mr. Wade,

THC, Inc. (THC) is pleased to submit a fee proposal to provide Right of Way Acquisition/Relocation Services for the City of Cartersville Stormwater Detention Pond project. This fee proposal is for THC to provide right of way acquisition services on the discussed acquisition/relocation.

To develop our fee proposal, we based it on the discussion about what the City is looking to acquire to complete the project. **THC will confirm the required parcel and relocation upon results of the finalized plans to be provided by the City of Cartersville or their designated design team.**

Right of Way Acquisition/Relocation Process

THC understands the Scope of Work to include the following:

1. The City of Cartersville will provide approved plans to THC before issuing a Notice to Proceed.
2. THC sub-consultants will prepare appraisal reports and specialty valuation reports.
3. THC sub-consultant will prepare the review appraisal report.
4. THC will mail an introduction letter to the property owner describing the project and promptly follow up to schedule an initial meeting to discuss parcel impacts and just compensation offer.
5. THC will present the monetary offer (approved by the City) to the property owner and negotiate a settlement.
6. Upon receiving a signed conveyance document or option agreement from property owners, THC will prepare and deliver closing documents and executed option agreements to the City Attorney to conduct the closing and record the deed.
7. THC will prepare relocation studies, relocation offer packages, and provide relocation assistance services to the property owner and/or tenant displaced by acquisition.
8. THC will submit the final parcel file to the City for record retention.



May 20, 2022

ACQUISITION/RELOCATION SERVICES	Per Parcel	QTY	TOTAL
Negotiation Fee	\$2,900.00	1	\$2,900.00
Re-tabulated/Authorized Offer <i>(if necessary)</i>	\$1,000.00	1	\$1,000.00
Relocation – Residential (Relocation study, Benefit package Prep, Relocation Offer, Relocation Negotiations / Advisory Services)	\$13,000.00	1	\$13,000.00
(388-N) – Before & After Appraisal Report	\$5,500.00	1	\$5,500.00
Review Appraisal Report	\$1,200.00	1	\$1,200.00
Title work and Closings provided by City Attorney	N/A		
TOTAL ACQUISITION/RELOCATION FEES			\$23,600.00

We appreciate the opportunity to provide right of way services for your project. Please contact me if you have questions about our fee proposal.

Sincerely,

Wesley K. Brock
 Program Manager
 THC, Inc.
 Direct: 678.735.5203
wbrock@thcinc.net



May 20, 2022

ACCEPTANCE/NOTICE TO PROCEED

RE: **Fee Proposal to Provide Right of Way Acquisition/Relocation Services for Storm Water Detention Pond Project**

A signed copy of this proposal, mailed or emailed to our office, shall serve as acceptance of this proposal and our notice to proceed. The accepted Budget is \$23,600.00 to acquire one parcel.

Acquisition/Negotiation Services	1 @ \$2,900.00	= \$2,900.00
Re-Tabulated/Authorized Offer (if necessary)	1 @ \$1,000.00	= \$1,000.00
Relocation – Residential	1 @ \$13,000.00	= \$13,000.00
Appraisal	1 @ \$5,500.00	= \$5,500.00
Appraisal Review	1 @ \$1,200.00	= <u>\$1,200.00</u>

TOTAL AUTHORIZED BUDGET FOR THIS PROJECT = \$23,600.00

Fees are subject to increase after June 1, 2023.

APPROVED: _____
(signature)

Name: Julia Drake _____

Title: City Clerk _____

Date: _____

APPROVED: _____
(signature)

Name: Matt Santini _____

Title: Mayor _____

Date: _____

If this signed proposal serves as the THC, Inc. NTP/Contract, please provide billing and invoicing instructions. THC will send an invoice upon completion and delivery of the acquired parcel. Our THC, Inc. W-9 will be submitted with the invoice or can be requested to format another contract document.

INVOICING INSTRUCTIONS:

Email Address(s) to send Invoices to: _____

Invoice Contact Name and Phone Number: _____

Additional Invoice Requirements: _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Natural Gas Main Extension Agreement, Great Valley Commerce Center
DEPARTMENT SUMMARY RECOMMENDATION:	This Agreement is necessary for the Developer to reimburse the City the costs associated with the extension of natural gas main facilities to serve the proposed site. This agreement between the Owner/Developer, Great Valley Commerce Center, LLC and the City is in the estimated amount of \$181,900.00. The City Attorney's office has reviewed and approved this agreement and Council approval is recommended.
LEGAL:	Approved by the City Attorney

Memorandum

To: Michael Dickson, Gas System Director

From: Brian Friery, Assistant Gas System Director

Date: May 20, 2022

RE: Extension Agreement
Natural Gas Main Extension
Great Valley Commerce Center
Cartersville Project No. SP-21-005

As you know, existing natural gas facilities are not available to serve the above referenced project site. The Owner of the project, therefore, has agreed to reimburse the City all the costs associated with the extension of the existing natural gas facilities to serve natural gas to this proposed site.

Attached, therefore, is an Extension Agreement in the estimated amount of \$181,900.00 executed by the Owner/Developer, Great Valley Commerce Center, LLC whereas the Owner/Developer agrees to reimburse the City all the costs associated with the extension of the existing natural gas facilities to serve natural gas to this proposed site. The City Attorney's office has reviewed and accepted this Agreement. The Gas System, therefore, recommends the City enter into this Agreement with Great Valley Commerce Center, LLC in the amount of \$181,900.00 to serve natural gas to this proposed site.

AFTER RECORDING RETURN TO:
ARCHER & LOVELL PC
P.O. BOX 1024
CARTERSVILLE GEORGIA 30120

EXTENSION AGREEMENT

This Extension Agreement (the “**Agreement**”) is made and entered into this _____ day of _____, 20____, by and between the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia (hereinafter the “**City**”) and **GREAT VALLEY COMMERCE CENTER, LLC**, a Delaware limited liability company (hereinafter the “**Owner/Developer**”).

WITNESSETH:

WHEREAS, **Owner/Developer** desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals and general welfare of the City and the Owner/Developer is the owner of certain property being developed as **GREAT VALLEY COMMERCE CENTER**, (hereinafter the “**Property**”), which is more particularly described in Exhibit “A” attached hereto;

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals and general welfare of the City and its inhabitants and accept this Agreement to allow for the extension of natural gas utility infrastructure (hereinafter “**Natural Gas Line**”) and to obtain the easements required for the extension, in a form reasonably acceptable to Owner/Developer, and to promote development in Bartow County;

WHEREAS, Owner/Developer desires to perform the following services for the City;

NOW, THEREFORE, the parties do hereby agree as follows:

1. Owner/Developer will perform the following for the City and its inhabitants: provide a minimum of \$181,900.00 (a breakdown of the costs are attached hereto as Exhibit "B" (the "**Budget**")) to extend the existing Natural Gas Line in accordance with the plans attached hereto and incorporated herein as Exhibit "C" (the "**Plans**"). Additionally, the Owner/Developer shall agree to pay any and all reasonable and customary costs overruns and beyond the estimate attached as Exhibit "B". If there are any reasonable and customary adjustments, Owner/Developer is responsible for all costs related to the scope of work referenced herein.
2. In exchange for Owner/Developer providing the above described funds, the City shall extend the existing Natural Gas Line as shown on the Plans.
3. Owner/Developer agrees to pay the above described sum , no later than ten (10) business days from the date of this Agreement, or no later than ten (10) business days from the written notice of any additional costs associated with the scope of work referenced herein.
4. Owner and Developer shall be required to execute the easement attached as Exhibit "D" and as shown in Exhibit "C" and provide the City an acceptable plat of the easement within twenty (20) days from notice by the City.
5. Owner/Developer shall be responsible for all reasonable out-of-pocket expenses and costs, actually incurred by the City, associated with this Agreement and installation of the Natural Gas Line and related appurtenances including, but not limited to, reasonable attorney's fees, recording fees, title fees and survey fees.
6. The City maintains the right to contract all work, in whole or in part, that is associated with the extension of the existing Natural Gas Line as shown on the Plans.
7. The City agrees to or cause to provide and apply straw or hay mulch to a depth of 6" over all areas disturbed specifically by the construction of the proposed gas facilities within the relocation under this Agreement provided no further disturbance of such areas are planned within fourteen (14) days of initial disturbance or as required by local jurisdiction.
8. With the exception of Paragraph 6 above, the Owner/Developer agrees to provide, install, maintain and remove any and all erosion and sediment control measures reasonably necessary or required to comply in all material respects with all local, State and Federal erosion and sediment control requirements which may be associated with the extension of the Natural Gas Line under this Agreement. Owner/Developer further agrees to or cause to maintain or re-apply the erosion

and sediment control measures called for in Paragraph 7 above as reasonably necessary or required to comply in all material respects with all local, State and Federal erosion and sediment control requirements after initial application.

- 9. The City has no responsibility and/or liability for any activities and actions of Owner/Developer.
- 10. Owner/Developer agrees to hold harmless the City against any and all claims, actions or suits against it relating to the Agreement or the performance of services pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City, excluding such claims, actions or suits arising out of the gross negligence or willful misconduct of the City. In addition, Owner/Developer will reimburse the City for any and all reasonable attorneys' fees and out-of-pocket costs actually incurred by the City in defending any claims against the City arising out of the Agreement or the performance of this Agreement.
- 11. Notices:
 - If to the City: City Manager
P.O. Box 1390
Cartersville, Georgia 30120
770.387.5686
 - If to the Owner/
Developer: Great Valley Commerce Center, LLC
1230 Peachtree Street, NE, Suite 3560
Atlanta, Georgia 30309
Attn: Linda D. Booker
- 12. Upon satisfaction of all requirements under this Agreement and installation of the Natural Gas Line, the City and Owner/Developer shall execute and record a termination of this Agreement in the real property records of Bartow County, Georgia.

*****SIGNATORIES APPEAR ON NEXT PAGE*****

IN WITNESS WHEREOF, the parties hereto set their hands and affix their seals this ____ day of _____, 20 ____.

Signed, sealed, and delivered in the presence of:

CITY OF CARTERSVILLE, GEORGIA

Witness

By: _____ (SEAL)
Mathew Santilli, Mayor

Notary Public

Attest: _____ (SEAL)
Julia Drake, City Clerk

(NOTARIAL SEAL)

Signed, sealed, and delivered in the presence of:

GREAT VALLEY COMMERCE CENTER, LLC

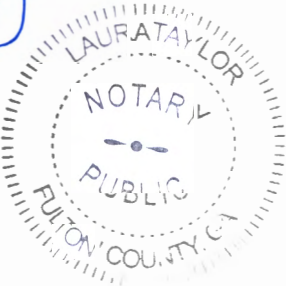
Witness

By: Linda D. Booker (SEAL)
Name: Linda D. Booker

Notary Public

Its: Secretary and Chief Financial Officer _____ (SEAL)

(NOTARIAL SEAL)



LENDER CONSENT AND SUBORDINATION

TRUIST BANK, a North Carolina banking corporation (“Lender”) is the holder of that certain Deed to Secure Debt, Assignment, Security Agreement and Fixture Filing from Owner/Developer dated as of April 27, 2021 and recorded in Deed Book 3328, Page 32 in the land records of Bartow County, Georgia (the “Security Deed”), encumbering the Owner/Developer Property. Lender, for itself and its successors and assigns, hereby consents to the terms and provisions of this Agreement. Lender further agrees that its interest in and to the Owner/Developer Property pursuant to the Security Deed shall be subordinate to the Agreement, and that any foreclosure of Lender’s lien created by the Security Deed on the Owner/Developer Property or any portion thereof, or any conveyance in lieu of foreclosure, shall not extinguish, terminate, cut off, alter or otherwise affect the Agreement, which shall continue in full force and effect.

In witness whereof, the following undersigned has caused this instrument to be executed on the _____ day of May, 2022.

Signed, sealed and delivered
in the presence of:

LENDER:

TRUIST BANK, a North Carolina banking
corporation

By: _____ [SEAL]

Print Name: Rob West

Title: SVP

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires:

3/18/24

[NOTARIAL SEAL]

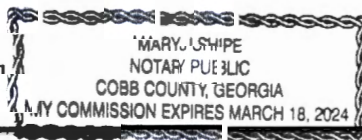


Exhibit A
Property

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 244 AND 261 OF THE 5TH DISTRICT AND 3RD SECTION OF BARTOW COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS TRACT TWO (87.372 ACRES) AS PER THAT FINAL PLAT OF GREAT VALLEY PARKWAY RECORDED NOVEMBER 12, 2020 IN PLAT BOOK 2020, PAGE 337, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF BARTOW COUNTY, GEORGIA.

1983094574
7067927936
PARTICIPANT ID

D20200174

Meeting: June 2, 2022 Item 16.

FILED IN OFFICE
CLERK OF COURT
11/17/2020 02:34 PM
MELBA SCOGGINS, CLERK
SUPERIOR COURT
BARTOW COUNTY, GA

PT-61 008-2020-004806

Melba Scoggins

When Recorded Return To:
Rich Winkler
First American Title Insurance Company
National Commercial Services
3455 Peachtree Rd NE, Ste. 675
Atlanta, GA 30326
File No: NCS 1007946

REAL ESTATE
TRANSFER TAX
PAID: \$1,500.00

Space above this line for recording data

STATE OF Georgia
COUNTY OF Fulton

After Recording, Please Return To:
Catherine Nunez, Esq.
MORRIS MANNING & MARTIN, LLP
3343 Peachtree Road, NE, Suite 1600
Atlanta, Georgia 30326

LIMITED WARRANTY DEED

THIS INDENTURE made as of the 10 day of November, 2020, between GALCO INVESTMENTS III, a Georgia general partnership ("Grantor") and GREAT VALLEY COMMERCE CENTER, LLC, a Delaware limited liability company ("Grantee"; the words "Grantor" and "Grantee" to include their respective heirs, successors, successors-in-title and assigns where the context requires or permits).

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee all that tract or parcel of land lying and being located in Bartow County, Georgia, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"); TOGETHER WITH all buildings, structures and other improvements located on the Land and all fixtures, members, rights, privileges and appurtenances thereto, and including any portion of the Land lying in the right-of-way of any alley, passageway, street, road, highway or avenue, proposed, open or closed, adjoining all or any part of the Land and in any and all strips, gores and rights-of-way and all riparian rights, hereditaments, easements and other rights, privileges and immunities appurtenant to the Land (the Land and the foregoing improvements, rights, easements and appurtenances being hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property, with all and singular the rights, privileges, easements, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only

forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of Grantor and all persons claiming by, through or under Grantor, but not otherwise, and not as to those title matters set forth in Exhibit "B" attached hereto (the "Permitted Exceptions").

(Signature Page Begins on Following Page)

IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: 9. 16. 24

[NOTARY SEAL]



GRANTOR

GALCO INVESTMENTS III, a general partnership

By: Stanley A. Cohen (SEAL)

Name: Stanley A. Cohen

Title: General Partner

Exhibit "A"
Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 244 AND 261 OF THE 5TH DISTRICT AND 3RD SECTION OF BARTOW COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS TRACT TWO (87.372 ACRES) AS PER THAT FINAL PLAT OF GREAT VALLEY RECORDED NOVEMBER 13, 2020 IN PLAT BOOK 2020, PAGE 337, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF BARTOW COUNTY, GEORGIA.

Exhibit "B"
Permitted Exceptions

1. Taxes and assessments for the year 2021 and subsequent years, not yet due and payable, and taxes for prior years arising from reassessments or digest disputes.
2. Rights of upper and lower riparian owners in and to the waters of any creek or stream that bounds or traverses the Land, free from increase, decrease or pollution.
3. Easements shown on that certain plat recorded in Plat Book 78, Page 120, aforesaid records and the current approximate location of said easements are shown on the Survey (as hereafter defined).
4. ALTA/NSPS Land Title Survey Project No. 202900, prepared by Mitchell Lowery, Registered Land Surveyor No. 3109 of Lowry & Associates Land Surveying, LLC, dated April 29, 2020 and last revised _____, 2020 (the "Survey"), reveals the following:
(A) gravel drive crossing from the property adjacent to the west and traversing through the property and crossing onto the property adjacent to the east; and
(B) intermittent streams and wetlands located throughout the property.
5. Logistics Parkway 60-foot right of way to be dedicated set forth on that Final Plat of of Great Valley Parkway recorded November 13, 2020 in Plat Book 2020, Page 337, aforesaid records.
6. Sewerline Easement by Galco Investments III, a Georgia partnership, in favor of Bartow County, Georgia, dated November 8, 2020, recorded November 13, 2020 in Deed Book 3252, Page 927, aforesaid records.
7. Access & Temporary Construction Easement Agreement by and between Galco Investments III, a Georgia partnership, and Great Valley Commerce Center, LLC a Delaware limited liability company, dated November _____, 2020, recorded November _____, 2020 in Deed Book _____, Page _____, aforesaid records.

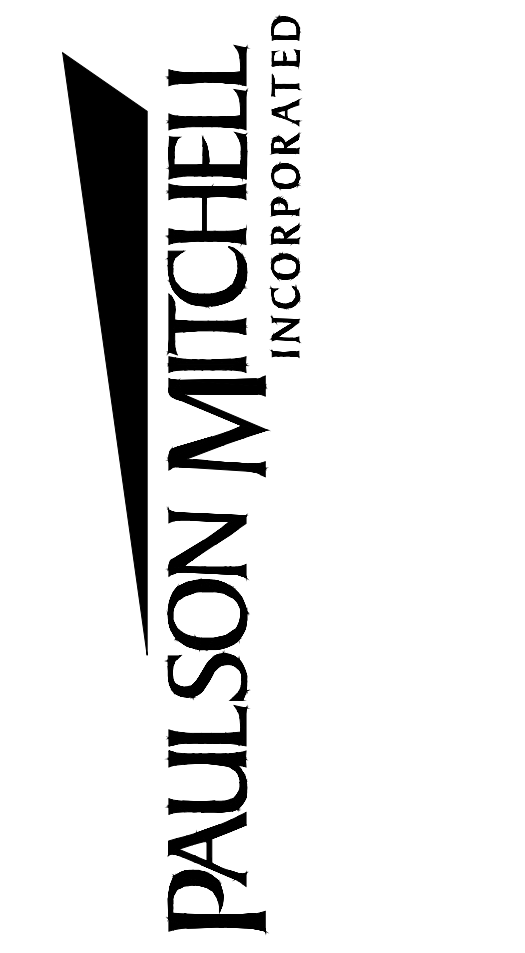
ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE¹</u>	<u>ESTIMATED TOTAL AMOUNT</u>
Contractor Labor Costs:					
1.	4-1/2" O.D.-.188" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	3,600	L.F.	\$29.00	\$104,400.00
2.	Connection to Existing 4" Steel	1	Ea.	\$1,500.00	\$1,500.00
3.	Temporary Grassing	6,000	S.Y.	\$0.75	\$4,500.00
4.	Permanent Grassing	6,000	S.Y.	\$1.75	\$10,500.00
5.	Solid Rock Excavation	50	C.Y.	\$80.00	<u>\$4,000.00</u>
ESTIMATED CONTRACTOR LABOR COST					\$124,900.00
Material Costs:					
1.	4-1/2" O.D.-.188" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	3,600	L.F.	\$15.00	\$54,000.00
2.	Temporary Grassing	6,000	S.Y.	\$0.25	\$1,500.00
3.	Permanent Grassing	6,000	S.Y.	\$0.25	<u>\$1,500.00</u>
TOTAL ESTIMATED MATERIAL COST					\$57,000.00
TOTAL ESTIMATED LABOR COST					<u>\$124,900.00</u>
TOTAL ESTIMATED PROJECT COST					\$181,900.00

¹ Estimated unit prices of contractor labor costs are based on price bids received for 4" steel line pipe labor on July 6, 2021.

Estimated unit prices of material costs are based on price bids received for similar material on May 12, 2021.

LAND PLANNERS
ENGINEERS • SURVEYORS
TRANSPORTATION
LANDSCAPE ARCHITECTS
85-A MILL STREET
SUITE 200
ROSWELL, GEORGIA 30075
VOICE 770.650.7684
FAX 770.650.7684
www.paulsonmitchell.com



PROJECT:
**75N LOGISTICS
CENTER - PHASE I**

GREAT VALLEY PARKWAY
LAND LOTS 225, 244, & 261
5TH DISTRICT, 3RD SECTION
BARTOW COUNTY, GA



1230 PEACHTREE STREET NE
SUITE 3560
ATLANTA, GA 30309



COA-PER001716 • EXP. - 6/30/2022

REVISIONS

DATE	COMMENTS
08.25.20	COUNTY COMMENTS
09.21.20	CLIENT & COUNTY COMMENTS
12.15.20	CLIENT COMMENTS

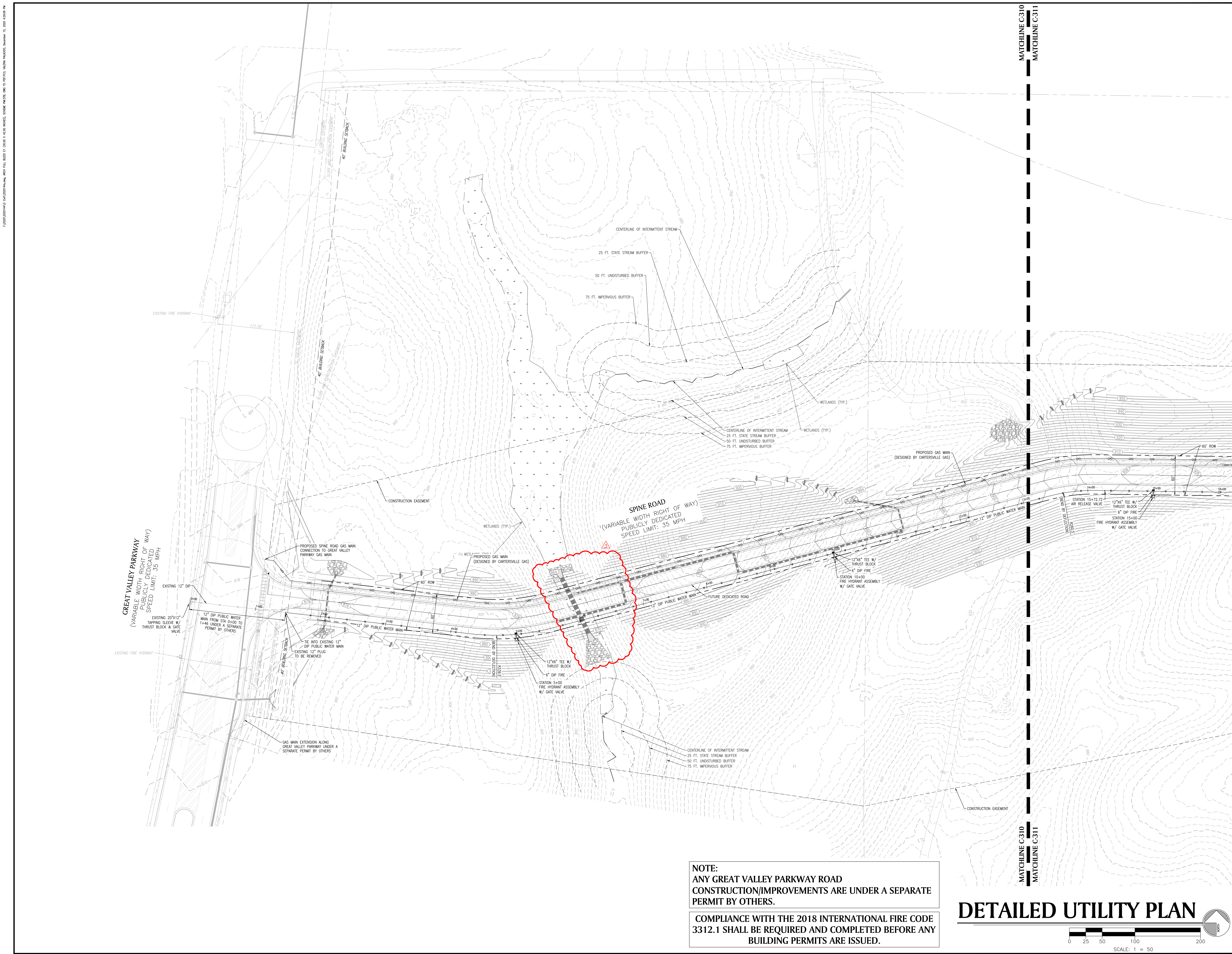


24 HR EMERGENCY CONTACT
MR. DAVID NELSON
404.580.3961

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DETAILED UTILITY PLAN

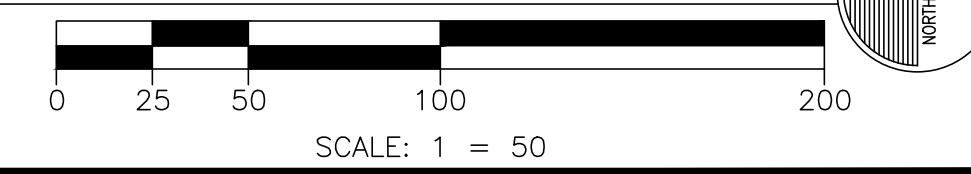
SHEET **C-310**



NOTE:
 ANY GREAT VALLEY PARKWAY ROAD
 CONSTRUCTION/IMPROVEMENTS ARE UNDER A SEPARATE
 PERMIT BY OTHERS.

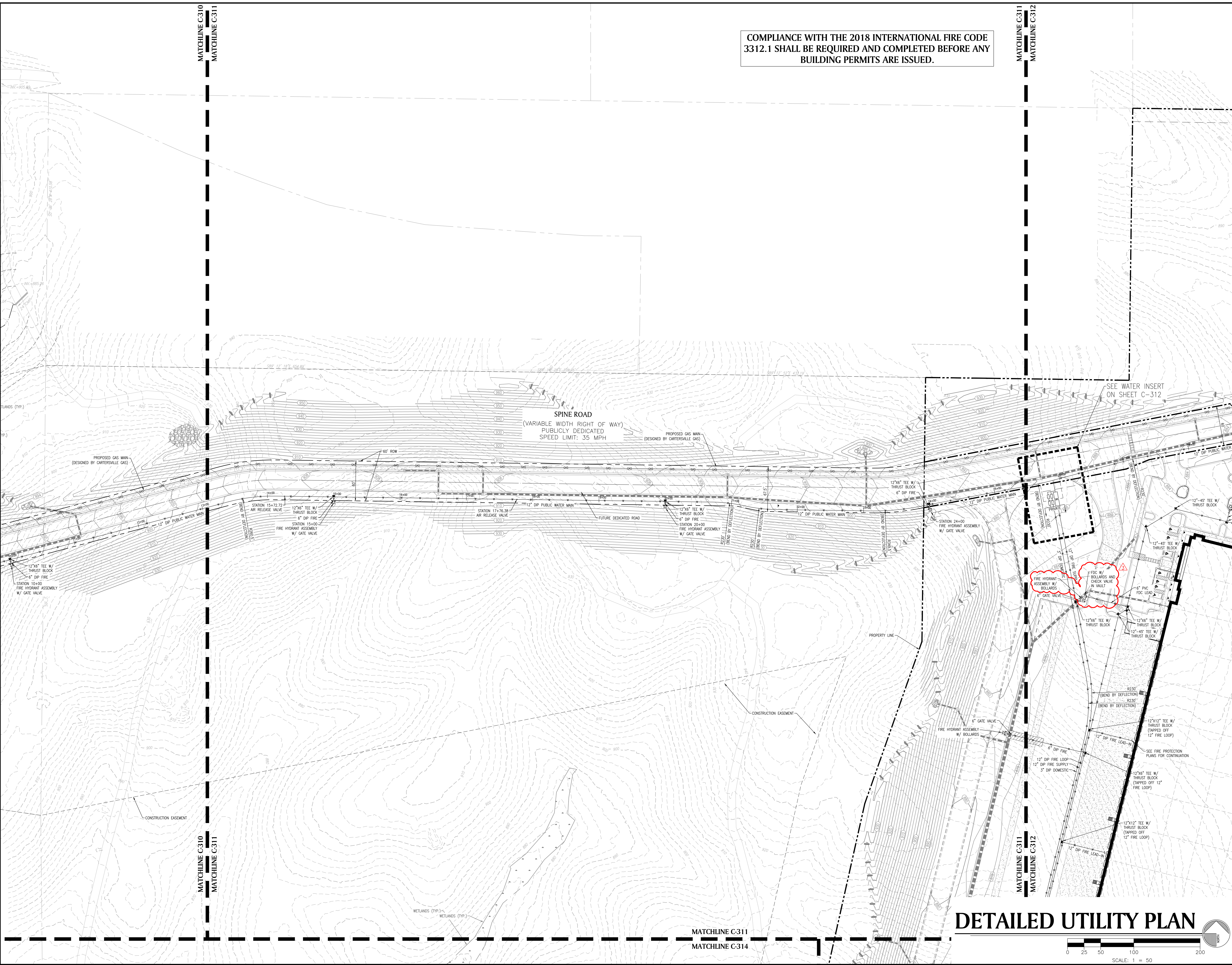
COMPLIANCE WITH THE 2018 INTERNATIONAL FIRE CODE
 3312.1 SHALL BE REQUIRED AND COMPLETED BEFORE ANY
 BUILDING PERMITS ARE ISSUED.

DETAILED UTILITY PLAN



1/20/2024 10:45 AM C:\Users\paulson\OneDrive\Documents\2024\75N LOGISTICS CENTER - PHASE I\DWG\20240114.dwg

COMPLIANCE WITH THE 2018 INTERNATIONAL FIRE CODE 3312.1 SHALL BE REQUIRED AND COMPLETED BEFORE ANY BUILDING PERMITS ARE ISSUED.



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FAX 770.650.7684
www.paulsonmitchell.com

PAULSON MITCHELL
INCORPORATED

PROJECT:
75N LOGISTICS CENTER - PHASE I

GREAT VALLEY PARKWAY
LAND LOTS 225, 244, & 261
5TH DISTRICT, 3RD SECTION
BARTOW COUNTY, GA

FOR:
CORE5
INDUSTRIAL PARTNERS

1230 PEACHTREE STREET NE
SUITE 3560
ATLANTA, GA 30309



COA-PE001716 • EXP. - 6/30/2022

REVISIONS	DATE	COMMENTS
△	08.25.20	COUNTY COMMENTS
△	09.21.20	CLIENT & COUNTY COMMENTS
△	12.15.20	CLIENT COMMENTS

GEORGIA811
Utilities Protection Center, Inc.
Know what's Below.
Call before you dig.

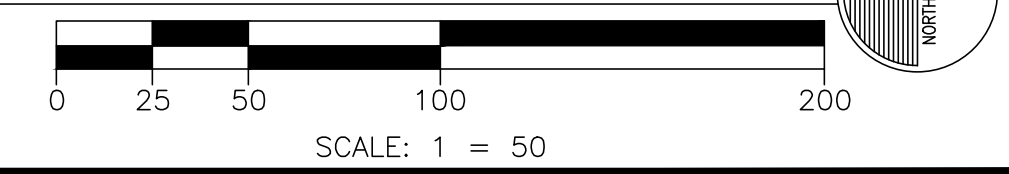
24 HR EMERGENCY CONTACT
MR. DAVID NELSON
404.580.3961

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DETAILED UTILITY PLAN

SHEET **C-311**

DETAILED UTILITY PLAN



LAND PLANNERS
ENGINEERS • SURVEYORS
TRANSPORTATION
LANDSCAPE ARCHITECTS
PAULSON MITCHELL
INCORPORATED
85-A MILL STREET
ROSWELL, GEORGIA 30075
SUITE 200
VOICE 770.650.7684
FAX 770.650.7684
www.paulsonmitchell.com

PROJECT:
**75N LOGISTICS
CENTER - PHASE I**

GREAT VALLEY PARKWAY
LAND LOTS 225, 244, & 261
5TH DISTRICT, 3RD SECTION
BARTOW COUNTY, GA

FOR:

CORE5
INDUSTRIAL PARTNERS

1230 PEACHTREE STREET NE
SUITE 3560
ATLANTA, GA 30309



COA-PE001216 • EXP. 6/30/2022

REVISIONS
08.25.20 COUNTY COMMENTS
09.21.20 CLIENT & COUNTY COMMENTS
12.15.20 CLIENT COMMENTS

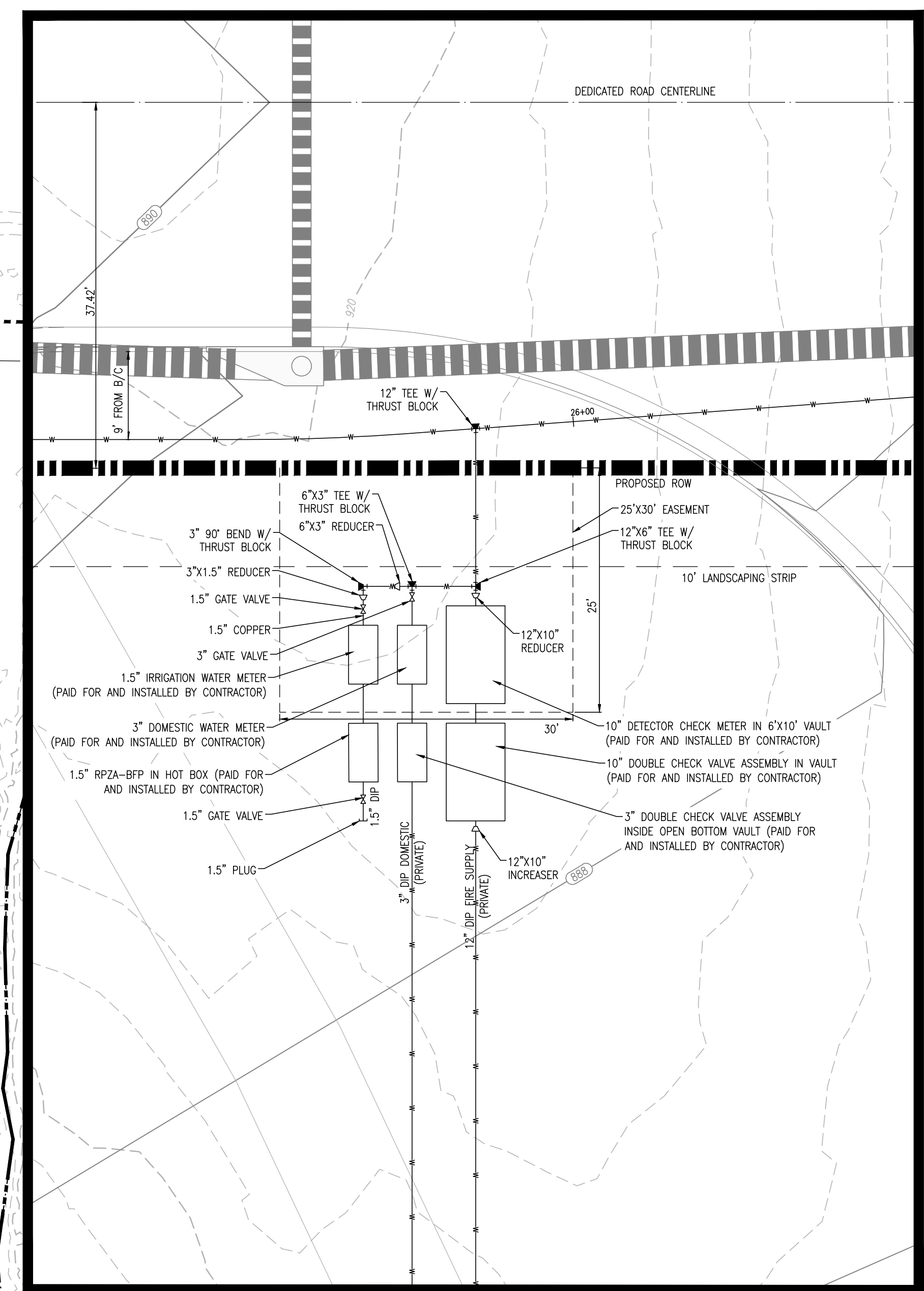


24 HR EMERGENCY CONTACT
MR. DAVID NELSON
404.580.3961

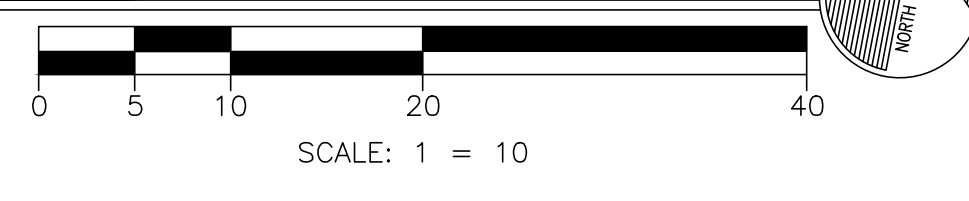
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DETAILED UTILITY PLAN

SHEET **C-312**



WATER INSERT

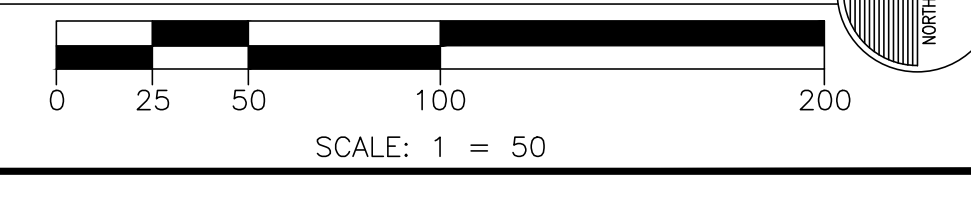


BILL OF MATERIALS

DESCRIPTION	QUANTITY	UNITS
12" DIP	3550	LF
10" DIP	1	LF
6" DIP	72	LF
3" DIP	9	LF
1.5" COPPER	3	LF
12" TEE	1	EA
12"x6" TEE	9	EA
6"x3" TEE	1	EA
3" 90° BEND	1	EA
12"x10" REDUCER	1	EA
6"x3" REDUCER	1	EA
3"x1.5" REDUCER	1	EA
6" GATE VALVE	8	EA
3" GATE VALVE	1	EA
1.5" GATE VALVE	1	EA
THRUST BLOCKS	12	EA
FIRE HYDRANTS	8	EA

COMPLIANCE WITH THE 2018 INTERNATIONAL FIRE CODE 3312.1 SHALL BE REQUIRED AND COMPLETED BEFORE ANY BUILDING PERMITS ARE ISSUED.

DETAILED UTILITY PLAN



MATCHLINE C311
MATCHLINE C312

MATCHLINE C-312
MATCHLINE C-314

12/20/2020 10:49 AM C:\projects\75n\75n.dwg

AFTER RECORDING RETURN TO:
ARCHER & LOVELL, PC
P. O. Box 1024
Cartersville, GA 30120
Title Examination Not Performed

EASEMENT

GEORGIA, BARTOW COUNTY

For and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Great Valley Commerce Center, LLC, a Delaware limited liability company (hereinafter referred to as "Grantor"), does hereby grant and convey unto the City of Cartersville, a municipal corporation of the State of Georgia (hereinafter referred to as "Grantee"), its successors and assigns, a permanent utility easement (the "Utility Easement") across and upon the Property (as defined below) for the purpose of installing, connecting to, maintaining, using, operating and repairing utility lines and facilities ("Utilities") in order to provide Utility Services to any and all customers of Grantee and to the land owned by Grantor which is described as follows (the "Property"):

All that tract or parcel of land lying and being Land Lots 244 AND 261 of the 5TH District, 3RD Section of Bartow County, Georgia being more particularly described on a sketch of a ##### square foot proposed easement dated Date, prepared for the City of Cartersville attached herewith as Exhibit "A" and incorporated herein by reference, being a ##' x ##' permanent utility easement as indicated on said sketch.

This Easement shall include the right of ingress and egress, at all times, for the purpose of installation, inspection, operation, repairs, renewal, maintenance, alteration, extension, removal and replacement of said Utilities, together with the right to use and operate the same continuously and in perpetuity.

Grantor reserves the right to use the easement for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this instrument.

Grantor, however, must not erect or construct any building or other structure, or drill or operate any well, locate any other utility infrastructure therein, construct any reservoir or other obstruction of the easement or diminish or substantially add to the ground cover in the easement, unless approved by Grantee in its reasonable discretion.

Grantor shall not construct a drive or road over the easement area except crossings approved by Grantee. It is expressly understood by Grantor that such crossings approved by Grantee will not be replaced, repaved or restored in any manner by Grantee in the event such crossings are to be removed by Grantee to exercise the rights of this easement.

Grantee shall pay all damages to improvements and crops which may be suffered by reason of Grantee's exercise of its rights granted by this instrument. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed as aforesaid, and the award of the two of such three persons shall be final and conclusive.

The granting of this easement shall not operate to vest in Grantor any title or interest in the equipment or installation made by the Grantee and any property installed by the Grantee shall remain the sole property of the Grantee.

The granting of this easement shall not operate to vest in Grantee any title or interest in the Property, but merely grants the rights, privileges and easements hereinbefore set out.

SPECIAL STIPULATIONS: NONE

TO HAVE AND TO HOLD all and singular the aforesaid rights, privileges, and easements hereinabove set out to the proper use and enjoyment by the Grantee, its successors and assigns.

The said Grantee shall not be liable for any statements, agreement, or understanding not herein expressed.

IN WITNESS WHEREOF, the said undersigned has hereunto set their hand and seal this ____ day of _____, 200__.

Signed, sealed and delivered
in the presence of: _____
NAME

Witness

Notary Public

My Commission Expires

Exhibit "A"



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Horizontal Directional Drilling Machine and Vacuum Excavation System
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Sealed bid proposals were opened to provide a directional drilling machine and vacuum excavation system on May 25, 2022. Two bid proposals were received with the low bid submitted by Ditch Witch Worx of Forest Park, Georgia in the amount of \$499,995.00 for a Ditch Witch JT24 and supporting equipment. The second low bid was received by Vermeer Southeast of Marietta, Georgia in the amount of \$515,000.00 for a Vermeer D23x30 S3 Navigator and supporting equipment. The bid proposals are included in this packet.</p> <p>We recommend the City award this bid proposal to the second low bidder, Vermeer Southeast of Marietta, Georgia, in the amount of \$515,000.00 for the purchase of a Vermeer D23x30 S3 Navigator and supporting equipment for reasons cited in the following memo.</p>
LEGAL:	N/A

Memorandum

To: Michael Dickson, Gas System Director

From: Brian Friery, Assistant Gas System Director

Date: May 27, 2022

RE: Bid Proposal Award
 Horizontal Directional Drilling (HDD) Machine
 Horizontal Directional Drilling (HDD) Machine Transport System (trailer)
 Electronic Tracking System
 Drill Fluid Mixing and Transport System (trailer mounted)
 Vacuum Excavation System (trailer mounted)

As you know, sealed bid proposals were opened to provide a directional drilling machine and the above referenced supporting equipment on May 25, 2022 following a request to provide bid proposals to two manufacturer's representatives and postings on the Georgia Procurement Registry as well as the City's official website. Two bid proposals were received with the low bid submitted by Ditch Witch Worx of Forest Park, Georgia in the amount of \$499,995.00 for a Ditch Witch JT24 and supporting equipment. The second low bid was received by Vermeer Southeast of Marietta, Georgia in the amount of \$515,000.00 for a Vermeer D23x30 S3 Navigator and supporting equipment. Attached are the bid proposals.

The purchase of this machine and supporting equipment is a budgeted item and was estimated to be \$550,000.00, therefore, both bid proposals are well within the estimate. Additionally, both machines and supporting equipment meet the specifications required by the RFP and both machines and support equipment have a delivery time within 98-130 calendar days from time of official award. In addition, both machines and support equipment are capable to perform the work required by the Gas System.

The Gas System, however, has been operating a Vermeer directional drill machine and supporting equipment since their purchase in 2013 and this proposed purchase is in addition to our existing machine and supporting equipment. As you know, the effective operation of a directional drill machine and electronic tracking system requires extensive training, skill, expertise and ability to complete successful directional drill installations. Our personnel is familiar, knowledgeable and experienced with the operation of the Vermeer line of directional drills. Requiring our personnel to learn and become efficient on an additional directional drill machine from a different manufacturer and switch between the two machines that differ in their operation and operational abilities on an ongoing basis could potential slow productivity. Additionally, our current electronic tracking system and vacuum excavation tooling for our current Vermeer directional drill is interchangeable between all Vermeer directional drills and vacuum excavators allowing us access to a backup electronic tracking system and backup vacuum excavation tools preventing potential down time due to possible equipment or tool failure. Having two directional drills and supporting equipment from the same manufacture may also save costs associated with maintenance and repair with a single provider for maintenance and repair, especially, when on-site maintenance or repair is required. Our current directional drill and supporting equipment, furthermore, was purchased from Vermeer Southeast of Marietta, Georgia who is fully capable of satisfactorily providing this directional drill and supporting equipment and there is only a 3% difference between the low bid submitted and the second low bid submitted. We, therefore, recommend the City award this bid proposal to the second low bidder, Vermeer Southeast of Marietta, Georgia, in the amount of \$515,000.00 for the purchase of a Vermeer D23x30 S3 Navigator and supporting equipment.

All affidavits required by O.C.G.A. §50-36-1 et. Seq. and O.C.G.A. §13-10-91 et. Seq. and DOL Rule 300-10-1-.02 have been duly executed and were provided with each bid proposal received.



DITCH WIT Meeting: June 2, 2022 Item 17.
 FOREST PARK, GA 30297-2486
 +1 404-761-0619
 HTTP://www.ditchwitchga.com
 United States

CITY OF CARTERSVILLE (GAS SYSTEM)
 155 OLD MILL ROAD
 CARTERSVILLE, GA 30120-1390
 United States

Date 05/24/2022
Quote 37748
Valid Until 09/22/2022
Account 3020727

BRIAN FRIERY
 +1 770-387-5642
 bfriery@cityofcartersville.org

Prepared by:
 Brent Goodman
 BGOODMAN@DITCHWITCHWORX.COM

EQUIPMENT QUOTE

Product	Description	Qty
JT24A	JT24A <ul style="list-style-type: none"> • Engine: Stage V • Operator Controls: Single Joystick • JT Auger: Rock Auger • Hydraulic Oil: Standard • Manuals: English 	1
355-1350	HDX DRILL PIPE 2.38 X 2.63 #600 3M	80
220-6738	RECON CAN BRIDGE INT, SV, NORTH AMERICA	1
400-3067	SAVERLOK JT/#600	1
302-6181	SAVERLOK COLLAR	1
400-2251	EZ-CON ASS'Y (600M / 2.25-6M EZ3)	1
908-4225	Connector 2.25-6EZ3 -F / 2.38 -M	4
400-2398	12-3.25 FLUTED HD (2 3/8 API-R,F/30K FLG	1
190-2364	30K SWIVEL KIT (30K TAB)	1
400-2683	6.5-3.25 FLUTED HD(2-3/8 API-R,F/20K FLG	1

Taxes are an estimate at time of quotation. Actual tax will be calculated at time of invoicing. If this is a tax exempt transaction, please provide tax exempt certificate or leasing de

400-2396	8-3.25 FLUTED HD (2 3/8 API-R,F/20K FLG)	1
190-2362	20K SWIVEL KIT (20K TAB)	2
190-2614	20K TAB KIT	2
400-124	5-6/16-75-10 ST TUFF BIT	1
400-3059	30K SWIVEL (DBL CLEVIS)	1
259-858	TOOL JOINT LUBE, STD SPRAY 2 GAL	2
220-1090	Beacon Case, M17/17T/86BV3/850B	2
FM13XB	FM13XB <ul style="list-style-type: none"> • Decals: English • Fluid Tank: 1000 Gallon Tank 	1
153-357	TRANSFER HOSE (2" FHC, 50')	1
101-093	TANK FILL KIT, 950 GAL	1
MARKSMAN-PLUS	Marksman-Plus	1
222-6212	TK EVA CASE, COMBO	1
220-2847	MARKSMAN SWIVEL BASE MOUNT	1
102-2572	M17-PLUS BEACON	2
222-6205	Smart Lith Ion Btry Pack 7.2V,10.2Ah	1
149-973	SPLIT ROD WIPER 1.75" ID	2
190-2764	JT PIPE BOX (TALL) ASSEMBLY	1
400-3148	3.0" PWRHOUSE XD/6H-1/2"/VM/2-3/8" REG	1
HX50A	HX50A <ul style="list-style-type: none"> • Debris Tank: 800 Gallon • Water Tank: 400 Gallons 	1

- Controls: Right Hand Traffic
- Reverse Flow: Yes
- Hose and Tooling: 4 Inch
- Filter: Cyclonic Separator
- HX Boom: None
- Water Heater: No
- Quiet Option: Yes
- Options: 6-4 Reducer
- Options: Traffic Cone Storage
- Options: Prospector Digging Lance
- Options: Lance Extension - 48in
- Options: Water Air Gap
- Options: Rear Work Lights
- Options: Trailer Tongue Tool Box
- Prospector Digging Lance: Yes
- Water Air Gap: Yes
- Traffic Cone Storage: Yes
- Trailer Jack: Hydraulic
- Hydraulic Oil: Standard
- Color: Standard

301-5571	REDUCED FHC BODY (64F-96F)	1
INSTALL-CHARGE	Installation Charge	4
190-2804	REAR WORK LIGHTS	1
025-1034	VT24 800 GAL HEAVY TRAILER	1
259-1012	PROSPECTOR EXTENSION, 48'LG W/ FITTING	1

Notes

- ** BID VALID FOR 120 DAYS.
- ** ESTIMATED DELIVERY DATE 98 DAYS AFTER BID - 09/01/2022.
- ** BID INCLUDES 3 YEARS PARTS AND LABOR WARRANTY ON THE MACHINE AND ALL SYSTEMS AND ALL APPURTENANCES.
- ** 2022 DITCH WITCH JT24 HORIZONTAL DIRECTIONAL DRILL.
- ** 2022 DITCH WITCH FM13X WITH 1,000 GALLON TANK.
- ** 2022 SUBSITE MARKSMAN PLUS TRACKER, RECON CAN BRIDGE DISPLAY AND (2) M17 PLUS BEACONS.
- ** 2022 DITCH WITCH HX50 800 GALLON SPOILS TANK AND 400 GALLON WATER TANK WITH VT24 TRAILER.
- ** 2022 MODEL CT12T22EJT24 CUSTOM TRAILER WITH 4 CHAINS AND BINDERS FOR JT24 (SEE DESCRIPTION PAGE).
- ** 2022 MODEL CT8T162EDW CUSTOM TRAILER FOR FM13X MIXER WITH 1,000 GALLON TANK (SEE DESCRIPTION PAGE).
- ** BID INCLUDES BATTERIES FOR THE M17 BEACONS, SHACKLES, (3) BATTERIES FOR HAND-HELD TRACKER AND 2.5 GALLONS OF HYDRAULIC FLUID.
- ** ALL ITEMS BID PER REQUIRED SPECIFICATIONS.

Equipment Subtotal	
CT12T22EJT24 CUST TRL	
CT8T162EDW CUST TRL	
Quote Total	\$499,995.00



Vermeer Southeast Sales & Service, Inc.
 1320 Gresham Road
 Marietta, Georgia 30062

Meeting: June 2, 2022 Item 17.

QUOTE

Date: May 25, 2022

Sales Rep: Scott Holder

Customer Information:

City of Cartersville - Gas
155 Old Mill Rd
Cartersville, GA 30120

*Delivered to:
 City of Cartersville - Gas
 155 Old Mill Road
 Cartersville, GA 30120*

Contact Name: Michael Dickson
 Phone Number: (404) 867-3504

Picked up at this Vermeer Store Location:
 Marietta

Confidence Plus Included **YES**
 Confidence Plus Plan **CP3 PREMIUM**

*EB
 05/25/22*

Payment method: Purchase Order

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	<u>New 2022 Vermeer D23x30S3 Directional Drill</u> Min transport length: 17.4' (5.3 m) Min transport width: 52.5" (133.4 cm) Min transport height: 75" (190.5 cm) Weight: 14,080 lb (6386.6 kg) Make and model: Deutz TCD3.6L4 Fuel type: Ultra low sulfur diesel Max engine rpm: 2000 rpm Gross horsepower: 100 hp (75 kW) Displacement: 220 cu in (3.6 L) Cooling method: Liquid Aspiration: Turbo EPA certification family: Tier 4 Final (EU Stage IV) Thrust/Pullback: 24,000 lb (106.8 kN) Max carriage speed at max engine rpm: 206 ft/min (62.8 m/min) Max spindle torque: 3000 ft-lb (3525.1 Nm) Max spindle speed at max engine rpm: 219 rpm Min bore diameter: 4" (10.2 cm) Max ground drive speed: 3.3mph Fuel tank: 35 gal (132.3 L) Max flow: 35 gpm (132.3 L/min) Breakout system: Standard hydraulic vise Flow indicator: Standard Stakedown system: Standard Strike alert: Standard Remote lockout: Standard Firestick drill rod Length: 10' (3 m) Onboard capacity: 400' (121.9 m)		
1	<u>Option</u> Confidence Plus Premium 3 Year Warranty with Maintenance		



Vermeer Southeast Sales & Service, Inc.
1320 Gresham Road
Marietta, Georgia 30062

QUOTE

Date: May 25, 2022

Sales Rep: Scott Holder

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	<p><u>Trailers</u> New 2022 8T152FCBW 8 TON HEAVY DUTY EQUIPMENT TRAILER 15' FLAT DECK, 3' STEEL BEAVERTAIL WITH CLEATS 72' TONGUE LENGTH, 102" OVERALL WIDTH CLEAR WIDTH BETWEEN FENDERS 81.5" 24" LOADED DECK HEIGHT DEXTER SPRING SUSPENSION, ELECTRIC BRAKES 235/75R 17.5" 16-PLY RADIAL TIRES SEALED WIRING HARNESS, LED LIGHTING BOLT ON 12,000# DROP LEG JACK 10"@ 15#/FT I-BEAM FRAME 3" ANGLE LIP AROUND PERIMETER 3" CHANNEL CROSSMEMBERS @ 4.1#/FT (3) D RINGS PER SIDE (1) D RING CENTER HEAD BOARD BREAKAWAY TRICKLE CHARGER 72" ANGLE CLIMBER RAMPS W/ TAPER BOLT ON HOLD UP- RAMPS LIKE FC MODEL OAK DECKING METAL GRATING IN TONGUE PINTLE HITCH PAINT: GLOSS BLACK DEXTER 8,000# DROP AXLE</p>		
1	<p>New 2022 12T172FCBW 17' Flat Deck / 4' Beavertail & 82" BTW Width 235 / 75R 17.5" Radial Tires D-Rings - 5 per side Open Pan in Front Extended Dual Ramps with Spring Assist Sealed Wiring Harness Pintle Hitch / Adjustable Height Painted Gloss Black 72" Angle Ramps Tapered with Springs 1/2" Flat Bar Hold-up on Ramp Electric Brakes 10 Bolt Budd Wheels 12,000 lbs Jack</p>		



Vermeer Southeast Sales & Service, Inc.
 1320 Gresham Road
 Marietta, Georgia 30062

Meeting: June 2, 2022 Item 17.

QUOTE

Date: May 25, 2022

Sales Rep: Scott Holder

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	<p><u>New 2022 Vermeer MX300 Mix System</u> Power Pack Length: 52" (132.1 cm) Power Pack Width: 40" (101.6 cm) Power Pack Weight: 680 lb (308.4 kg) Engine: Gas 23 hp (172. kW) Fuel capacity: 16 gal (60.6 L) Pump type: MP Pump - 3" (7.6 cm) end suction Mixing action: venturi/recirculation Integrated mixing hopper: Yes/rectangular steel Straining system (makeup water): Yes Straining system (outlet): Yes Flow output (max, water): 350 gpm (1325 lpm)</p>		
1	<p><u>New 2022 VermeerTK1000 - 1000 Gal Tank</u> Length: 105" (266.7 cm) Width: 40" (101.6 cm) Height: 82" (208.3 cm) Mixing jets: 3-line eductor nozzles Empty weight: 1050 lb (476.3 kg) At-capacity weight: 9390 lb (4259.2 kg) Supply Hose 2" x 50' In Line Plumbing Kit</p>		
1	<p><u>New 2022 Falcon F5+ Locator</u> Depth Range: 180 ft Data Range: 220 ft Aurora 10 in display Locator Stand Packed with Over 1000 Frequencies Multi-power Transmitters Sub-k Rebar Capability Downhole Fluid Pressure Data in Real-Time All new Quick Scan-Pair Four Easy to USE Locating Modes 0.1% Pitch Accuracy Simplified User Experience Faster Data Rates Log While Drilling Integrated iGPS (optional) DigiTrak DataLog Management Locator Stand 3 Locator Batteries 2 Sondes</p>		



Vermeer Southeast Sales & Service, Inc.
 1320 Gresham Road
 Marietta, Georgia 30062

QUOTE

Date: May 25, 2022

Sales Rep: Scott Holder

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
	<u>Tooling</u>		
1	HOUSING - 3" Premium Housing - D20 / D23 / D24		
2	Lid Safety Bolt (both housings)		
2	ROLL PIN for Housing		
1	Sonde Key - new metal style for Premium Housings		
1	ADAPTER - QF400HD BOX x 2 3/8" API PIN		
1	TORQ-LOK - 2 part epoxy thread locker		
1	COLLAR - QF400HD - Hardfaced with teeth. *HD system with roll pins*		
10	QF400HD Roll Pin		
1	5/16" Punch for QF400HD Roll Pins		
1	STARTER ROD - D23 / D24 - QF400-HD x 2.375" Firestick		
1	BIT - 5" Ace Pro		
1	WIPER - 2.375" Double Rod Wiper, split style		
1	SWIVEL - 30K Double Eye I (use two 3/4" and one 5/8 shackle)		
2	GREASE - 1 gal Copper Kote		
2	5/8" shackle (this size goes over the bit)		
2	3/4" shackle (attaches to reamer)		
4	Velocity HDD Lithium Battery		
4	BINDERS - Ratchet style for 5/16" or 3/8" chain		
4	CHAINS - 5/16" x 10' GR70		
1	ISO100 - 2.5 gal		
1	FLUTED 6" - API x Swivel		
1	FLUTED 8" - API x Swivel		
1	FLUTED 12" - API x Swivel		
1	Umbrella and Mount		
1	<u>New 2022 Vermeer LP873SDT Heavy Vacuum Excavator</u>		
	49 HP Yanmar Diesel Engine		
	1000 CFM Vac Pump		
	800 Gal Spoils Tank with Hydraulic Tilt		
	3000 PSI / 4 GPM Water System		
	Two 200 Gal Water Tanks		
	Water Knife		
	Clean-up Wand		
	Reverse Pressure		
	Air Gap		
	20,000 GVWR		
	Hydraulic Jack		
	4" Hose and Tooling		
	LED Board		
40	Extra Rods		
1	Drill Rod Basket		



Vermeer Southeast Sales & Service, Inc.
 1320 Gresham Road
 Marietta, Georgia 30062

Meeting: June 2, 2022 Item 17.

QUOTE

Date: May 25, 2022

Sales Rep: Scott Holder

Qty	DESCRIPTION and SERIAL #				Unit Price	TOTAL
	References					
	Pike Electric	Scott Robinson	(404) 427-2666	Superintendent		
		Jerry Stroud	(678) 451-9498	Superintendent		
	City of Rome	Paul Sills	(706) 622-7368	Safety Manager		
	Target Borinq	Paul Heinie	(678) 617-4931	Owner		
	Odie Bore	Kim Odom	(770) 550-1224	Owner		
	Utilisouth	Jon Pruitt	(404) 427-5223	Owner		
	Notes					
	Projected HDD Package Delivery within 130 Calendar Days of from the time bid proposal is awarded and the purchase order is placed					

SubTotal	\$	515,000.00
Tax		EXEMPT
Total	\$	515,000.00
Less Down Payment		
Balance Due	\$	515,000.00

THANK YOU FOR YOUR BUSINESS!
 Quotes Valid for 120 Days

TERMS:

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature _____

May 25, 2022



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 02, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	3000kVA Transformer
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Electric Department is requesting authorization to purchase a 3000kVA, 480V/3-phase, pad-mounted transformer. This transformer purchase is to satisfy one of our top-three, large industrial customers with a very high load factor (the transformer sees significant load 24/7 with no cool down period). The agreement with the customer is to use a larger transformer to replace certain, heavier loaded ones when there is a failure. With their plant running non-stop all day, the transformers build up heat and fail unexpectedly. The goal is to purchase a transformer that costs a little more and lasts, to keep from having to replace them as often.</p> <p>We requested bids and received (4) prices. We are requesting to purchase the UTB model. It was only \$23 more than the lowest purchase price, but we can receive it 30 weeks sooner. Thus, we are requesting to purchase the UTB brand transformer for \$81,755.00. This transformer purchase is budgeted in our FY22-23 capital budget.</p>
LEGAL:	N/A

Transformer Total Ownership Cost Evaluation

3000kVA 277-480

March-May 2022

ALL BIDS ARE SUBJECT TO CHANGE BY DATE SHIPPED

<u>VENDOR</u>	<u>BRAND</u>	<u>LEAD TIME</u>	<u>UNIT PRICE</u>	<u>NL</u>	<u>LL</u>	<u>TOTAL OWNERSHIP COST</u>	
Irby	GE	***	\$ 114,544.00	3189	21548	\$ 150,442.50	5/13/2022
Gresco			\$ -			\$ -	NO BID
Anixter	Hitachi?	68-70 weeks	\$ 81,778.00	3100	21000	\$ 116,728.00	3/30/2022
UTB	UTB	40 weeks	\$ 81,755.00	0	0	\$ 81,755.00	* refurbished 5/19/2022
Pwr. Sup.	WEG	84-86 weeks	\$ 87,584.00	2548	28053	\$ 127,103.00	5/19/2022
Solomon	**		\$ -			\$ -	** NO BID
Emerald	**		\$ -			\$ -	** NO BID

* Information on Losses not available

** No refurbished quotes due to tank availability for kVA size (Solomon AND Emerald)

*** Possible 4th qtr. 2022 slots available, but not guaranteed



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Flooring for FiberCom Office
DEPARTMENT SUMMARY RECOMMENDATION:	This item is for replacing the carpet at the new FiberCom offices located at 500 S. Tennessee St. The total cost for this replacement is \$22,512.44 from Cartersville Flooring Center. This is not a budgeted item, but the funds are available in the FY2021-22 budget and we recommend this for your approval.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Crowdstrike Annual Support Renewal
DEPARTMENT SUMMARY RECOMMENDATION:	This item is a budgeted annual renewal for Crowdstrike Falcon Complete, which is a cloud delivered software that protects our computers from viruses and malicious actors. The total amount is \$64,053.50 from CDWG and it is recommended for your approval.
LEGAL:	N/A

QUOTE CONFIRMATION



DEAR STEVEN GRIER,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

Thank you.



ACCOUNT MANAGER NOTES: Adam Bruno
312-705-0710
adabrun@cdwg.com

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MSQT039	4/27/2022	CROWDSTRIKE 6/26/22	11372497	\$64,053.50

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
CROWDSTRIKE FALCON COMP+THREAT GRAPH Mfg. Part#: CS.FCSD.SOLN.T1.12M Term Date: 6/26/2022 - 6/25/2023 Electronic distribution - NO MEDIA Contract: MARKET	350	6040952	\$183.01	\$64,053.50
CROWDSTRIKE INSIGHT Mfg. Part#: CS.INSIGHTB.SOLN.T3.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5427068	\$0.00	\$0.00
CROWDSTRIKE PREVENT Mfg. Part#: CS.PREVENTB.SOLN.T3.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5427072	\$0.00	\$0.00
CROWDSTRIKE FALCON COMPLETE Mfg. Part#: CS.FALCOMPS.SVC.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5400119	\$0.00	\$0.00
CROWDSTRIKE OVERWATCH Mfg. Part#: CS.OWB.SVC.T3.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5427082	\$0.00	\$0.00
CROWDSTRIKE DISCOVER Mfg. Part#: CS.DISCB.SOLN.T3.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5427074	\$0.00	\$0.00
CROWDSTRIKE THREAT GRAPH STD Mfg. Part#: CS.TGB.STD.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5400122	\$0.00	\$0.00

QUOTE DETAILS (CONT.)				
<u>CROWDSTRIKE UNIV LMS SUB</u>	2	5744579	\$0.00	\$0.00
Mfg. Part#: RR.PSO.ENT.PASS.12M Electronic distribution - NO MEDIA Contract: MARKET				
<u>CROWDSTRIKE EXPRESS SUPPORT 1Y</u>	1	4915958	\$0.00	\$0.00
Mfg. Part#: RR.HOS.ENT.EXPS.12M *Additional Coverage Costs Waived by CrowdStrike* Electronic distribution - NO MEDIA Contract: MARKET				
<u>Falcon Complete Complimentary Customer Identification - subscription licen</u>	1	6284569	\$0.00	\$0.00
Mfg. Part#: CS.FALCOMPNBC.SOLN.12M Electronic distribution - NO MEDIA Contract: MARKET				

PURCHASER BILLING INFO	SUBTOTAL	\$64,053.50
Billing Address: CITY OF CARTERSVILLE ACCTS PAYABLE 1 N ERWIN ST CARTERSVILLE, GA 30120-3121 Phone: (770) 387-5621 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$64,053.50
	DELIVER TO	
Shipping Address: CITY OF CARTERSVILLE STEVEN GRIER 1 N ERWIN ST CARTERSVILLE, GA 30120-3121 Phone: (770) 387-5621 Shipping Method: ELECTRONIC DISTRIBUTION	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	Adam Bruno		(877) 325-6613		adabrun@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager
 © 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	Fire Department
AGENDA ITEM TITLE:	Rollnrack Hose Management System
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Respectfully request permission to purchase a system for draining, rolling and reloading a large diameter fire hose. A 5-inch LDH will hold 1 gallon of water per foot of hose. On average, an empty 100-foot section of 5-inch hose weighs 110 pounds. With water weighing 8.33 pounds per gallon, a 100-foot section of LDH filled with water weighs approximately 944 pounds.</p> <p>This equipment meets NFPA Standard 1962 for cleaning and drying a fire hose along with NFPA 1500 for Firefighter Safety. This will allow two firefighters to load a truck that normally takes four plus firefighters. We will also reduce our potential for back and leg injuries while working with such heavy objects. We request approval to purchase the Rollnrack hose management system for the quoted price of \$9,340.00, including shipping. This is a budgeted purchase and a sole source item.</p>
LEGAL:	N/A

QUOTE

Date 5/19/2022

Meeting: June 2, 2022 Item 21.

ROLLNRACK

Hose Management System

ROLLNRACK, LLC

P.O. Box 328

Mukwonago, WI 53149

Ph: 262-363-2030 Fx: 262-363-2034

E-Mail: info@rollnrack.com

Javier Fernandez /CEO / Owner

To: Cartersville Fire Department
ATTN: Chief Scott Carter
PO Box 1390 / Ship to: 195 Cassville RD
Cartersville, GA 30120

770-387-5635

www.rollnrack.com

scarter@cityofcartersville.org

Check our site for full details

Description	Quantity	Price	Total
Power Roller w/5" Storz Jaws (included)	1	\$6,500.00	
GO-Pack (collapsing) (included)	1	\$2,385.00	
Extra Battery Pack & Charger (included)	1	\$499.00	
2.5"/3" M NST Coupling Jaws (included)	1	\$430.00	
EFFICIENCY PACKAGE (Special price saves \$1,014)	1	\$8,800.00	\$8,800.00
P&S (with lift gate delivery)	1	\$540.00	\$540.00
Payment due via check 15 DAYS after shipment. Quote includes a CASH Discount/ CC ADD 3.5%			
ROLLNRACK is a Sole Source and MADE IN THE USA			

Quote good through 7/1/2022

Total \$9,340.00





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Other
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Local Emergency Operations Plan – Bartow County
DEPARTMENT SUMMARY RECOMMENDATION:	This is the countywide plan for activation of EMA and GEMA resources as needed in a disaster. It provides the powers for activation of disaster declaration and lays out the chain of who is responsible within Bartow EMA. This does not have any effect on the city’s authority to operate (we have our own emergency management ordinance which works in conjunction with this one) and it is recommended for approval for the Mayor to sign the ordinance. Note that the request of the Mayor’s Signature is not to endorse the document, but only to acknowledge the document.
LEGAL:	The Assistant City Attorney has reviewed the ordinance.



Local Emergency Operations Plan

Bartow County



2022

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AN ORDINANCE OF THE COUNTY COMMISSIONER OF BARTOW COUNTY SITTING FOR COUNTY PURPOSES FOR THE PURPOSE OF **AMENDING THE CODE OF BARTOW COUNTY, CHAPTER 26, BY ADOPTING A NEW ARTICLE VI, EMERGENCY MANAGEMENT POWERS AND OPERATIONS; COORDINATING AND UPDATING EMERGENCY MANAGEMENT ACTIVITIES AND RESPONSES AS AUTHORIZED BY STATE LAW; PROVIDING FOR POWERS DURING EMERGENCIES OR DISASTERS; PROVIDING FOR WAIVER OF CERTAIN PROVISIONS IN AN EMERGENCY; AUTHORIZING VARIOUS RESTRICTIONS IN AN EMERGENCY; AND FOR OTHER PURPOSES ADOPTED AT THE REGULAR MEETING OF THE COMMISSIONER HELD ON JULY 11, 2012.**

WHEREAS, O.C.G.A. §§ 38-3-27 through 38-3-28 and 38-3-54 through 38-3-56 authorizes the County Commissioner to provide emergency management within Bartow County;

WHEREAS, the Georgia Emergency Management Agency (GEMA) is the state agency assigned responsibility for coordination of all organization for emergency management activities within the state;

WHEREAS, Emergency Management Agency is an established emergency management agency; and

WHEREAS, to ensure an effective and coordinated response to disasters, the county wishes to coordinate EMA activities and responses with cities located within the county; and

WHEREAS, the Commissioner believes that an ordinance should be adopted to protect the health and safety of persons and property during an emergency or disaster resulting from man-made or natural causes; and

WHEREAS, this Ordinance is based on the Model Ordinance promulgated by the Association of County Commissioners of Georgia and the Georgia Emergency Management Agency and is adopted upon their recommendation;

NOW, THEREFORE, BE IT ORDAINED that Chapter 26 of the Code of Ordinances of Bartow County is amended as follows:

I. A new Article VI of Chapter 26 is adopted as follows:

ARTICLE VI – EMERGENCY MANAGEMENT POWERS AND OPERATIONS

Sec. 26-28. Regulations Continued in Effect

All ordinances, resolutions, motions and orders pertaining to civil defense, emergency management and disaster relief, which are not in conflict with this article, are continued in full force and effect. Such ordinances, etc., are on file in the office of the County Clerk

Sec. 26-29. Declaration of Local Emergency

(a) **Grant of authority.** In the event of an actual or threatened occurrence of a disaster or emergency, which may result in the large-scale loss of life, injury, property damage or destruction or in the major disruption of routine community affairs, business or governmental operations in the county and which is of sufficient severity and magnitude to warrant extraordinary assistance by federal, state and local departments and agencies to supplement the efforts of available public and private resources, the County Commissioner may declare a local emergency for Bartow County. The form of the declaration shall be similar to that provided in Sec. 26-31 of the Code.

(b) **Request for state assistance.** Consistent with a declaration of local emergency, the Commissioner may request the Governor to provide assistance, provided that the disaster or emergency is beyond the capacity of the county to meet adequately and state assistance is necessary to supplement local efforts to save lives and protect property, public health and safety, or to avert or lessen the threat of a disaster.

(c) **Continuance.** The declaration of local emergency shall continue until the Commissioner finds that emergency conditions no longer exist, at which time, the Commissioner shall execute and file with the Clerk of the Commissioner a document marking the end of the state of emergency. No state of local emergency shall continue for longer than 30 days, unless renewed by the Commissioner. The Commissioner may, by resolution, end a state of local emergency at any time.

Sec. 26-30. Effect of declaration of emergency.

(a) **Activation of emergency operations plan.** A declaration of emergency by the Governor or a declaration of local emergency by the County Commissioner shall automatically activate the county emergency operations plan and shall be the authority for deployment of personnel and use of any forces to which the plan applies and for use or distribution of any supplies, equipment, materials, and facilities assembled, stockpiled or arranged to be made available, pursuant to the Georgia Emergency Management Act or any other laws applicable to emergencies or disasters. Furthermore:

(1) The Bartow County Emergency Management Agency (“EMA”) Director shall have the legal authority to exercise the powers and discharge the duties conferred upon the emergency management agency, including the implementation of the emergency operations plan, coordination of the emergency responses of public and private agencies and organizations, coordination of recovery efforts with state and federal officials, and inspection of emergency or disaster sites.

(2) In responding and conducting necessary and appropriate investigations, the Director or his/her designee is authorized to enter at a reasonable time upon any property, public or private, for the purpose of investigating and inspecting sites involved with emergency management functions. The Director is authorized to execute a right of entry and/or agreement to use property for these purposes on behalf

of the County; however, any such document shall be later presented for ratification at a meeting of the County Commissioner.

(3) No person shall refuse entry or access to any authorized representative or agent of the county who requests entry for purposes of inspection, and who presents appropriate credentials. Nor shall any person obstruct, hamper or interfere with any such representative while that individual is in the process of carrying out his or her official duties.

(b) **Emergency powers.** Following a declaration of emergency and during the continuance of such state of emergency, the Commissioner is authorized to implement local emergency measures to protect life and property or to bring the emergency situation under control. In exercising this authority, the Commissioner may cause to become effective any of the following sections of this article as appropriate: Sec. 26-34 (registration of building and repair services) to become effective if the Governor declares a state of emergency; and Sec. 26-35 (closed or restricted areas and curfews). If any of these sections are included in a declaration of local emergency, the same shall be filed in the office of the Clerk of the Commissioner and shall be in effect until the declaration of local emergency has terminated.

(c) **Authority to waive procedures and fees.** Pursuant to a declaration of emergency, the Commissioner is authorized to cause to be effective any of the subsections of Sec. 26-33 of this Article as appropriate. The implementation of such subsections shall be filed in the office of the Clerk of the Commissioner.

(d) **Additional emergency powers.** The Commissioner shall have, and may exercise for such period as the declared emergency exists or continues, the following additional emergency powers:

- (1) To direct and compel the evacuation of all or part of the population from any stricken or threatened area, for the preservation of life or other disaster mitigation, response or recovery;
- (2) To prescribe routes, modes of transportation and destinations in connection with evacuation;
- (3) To suspend or limit the sale, dispensing or transportation of alcoholic beverages, firearms, explosives and flammable liquids and substances;
- (4) To make provision for the availability and use of temporary emergency housing, emergency shelters and/or emergency medical shelters.
- (5) To transfer the direction, personnel or functions of any county departments and agencies or units thereof for the purpose of performing or facilitating emergency services;
- (6) To utilize all available resources of the county and subordinate agencies over which the county has budgetary control as reasonably necessary to cope with the emergency or disaster;
- (7) To utilize public property when necessary to cope with the emergency or disaster or when there is compelling necessity for the protection of lives, health and welfare; and/or the property of citizens;

- (8) To suspend any law, code provision or regulation prescribing the procedures for conduct of county business, or the orders, rules or regulations of any county agency, if strict compliance with any ordinance, resolution, order, rule or regulation would in any way prevent, hinder or delay necessary action in coping with the emergency or disaster, provided that such suspension shall provide for the minimum deviation from the requirements under the circumstances and further provided that, when practicable, specialists shall be assigned to avoid adverse effects resulting from such suspension;
- (9) To provide benefits to citizens upon execution of an intergovernmental agreement for grants to meet disaster-related necessary expenses or serious needs of individuals or families adversely affected by an emergency or disaster in cases where the individuals or families are unable to meet the expenses or needs from other means, provided that such grants are authorized only when matching state or federal funds are available for such purposes;
- (10) To perform and exercise such other functions, powers and duties as may be deemed necessary to promote and secure the safety and protection of the civilian population, including individuals with household pets and service animals prior to, during and following a major disaster or emergency.

Sec. 26-31. Form of Declaration of Local Emergency.

Upon the declaration of local emergency, an official "Declaration of Local Emergency," in substantially the same form as set forth below, shall be signed and filed in the office of the County Clerk and shall be communicated to the citizens of the affected area using the most effective and efficient means available. The declaration shall state the nature of the emergency or disaster, the conditions that require the declaration and any sections of this article which shall be in effect.

DECLARATION OF LOCAL EMERGENCY

WHEREAS, Bartow County, Georgia has experienced an event of critical significance as a result of *[description of event]* on *[date]*; and

WHEREAS, in the judgment of the Commissioner of Bartow County, with advice from the Bartow County Emergency Management Agency, there exist emergency circumstances located in *[describe geographic location]* requiring extraordinary and immediate corrective actions for the protection of the health, safety and welfare of the citizens of Bartow County, including individuals with household pets and service animals; and

WHEREAS, to prevent or minimize injury to people and damage to property resulting from this event.

NOW, THEREFORE, pursuant to the authority vested in me by local and state law; IT IS HEREBY DECLARED that a local state of emergency exists and shall continue until the conditions requiring this declaration are abated.

THEREFORE, IT IS ORDERED:

- (1) That the Bartow County Emergency Management Agency activates the Emergency Operations Plan;
- (2) That the following sections of the Bartow County Code be implemented: *[If deemed appropriate, choose from the following: Sec. 26-34 Registration of Building and Repair Services to be effective only if the Governor has declared a state of emergency; and/or Sec. 26-35 Closed or Restricted Areas and Curfews];* and
- (3) That the following measures also be implemented: *[If deemed appropriate, select items from Sec. 26-30(c) or (d) or such other measures as appropriate.]*

ENTERED at *[time]* on *[date]*

[Signed]
Commissioner, Bartow County

Sec. 26-32. Enforcement and Remedies

(a) **Law Enforcement.** In accordance with O.C.G.A. § 38-3-4, the Bartow County Sheriff's Office shall be authorized to enforce the orders, rules and regulations contained in this article and/or implemented by the Commissioner or local governing authority during a declared emergency.

(b) **Penalties.** Failure to comply with any of the requirements or provisions of the regulations contained in this article, or with any code section, order, rule or regulation made effective by the Commissioner or local governing authority upon or after the declaration of an emergency shall constitute a violation of the provisions of this article. Any person who violates any provision in this article shall, upon conviction thereof, be guilty of a misdemeanor punishable by a fine not exceeding \$1,000.00, imprisonment for a term not exceeding 60 days, or both such fine and imprisonment, for each violation. Each person assisting in the commission of a violation shall be guilty of separate offenses. Each day during which a violation or failure to comply continues shall constitute a separate violation.

(c) **Injunctive Relief.** In accordance with O.C.G.A. § 38-3-5, in addition to the remedies prescribed in this section, the County, the EMA Director or the County Attorney are authorized to obtain an injunction to restrain violation of laws, code sections, orders, rules and regulations which are contained in the Georgia Emergency Management Act and/or this code, and/or which are implemented by the local governing authority during a declared emergency.

(d) **Enforcement.** Except as otherwise provided in this article, this ordinance may be enforced by the Bartow County Sheriff's Office and the EMA Director or his or her designees.

Sec. 26-33. Authority to Waive Procedures and Fee Structures

(a) **County Business.** Upon declaration of an emergency or disaster by the Governor or County Commissioner, the affairs and business of the county may be conducted at places other than the regular or usual location, within or outside of the county, when it is not prudent, expedient or possible to conduct business at the regular location. When such meetings occur outside of the county, all actions taken by the Commissioner shall be as valid and binding as if performed within the county. Such meetings may be called by the County Commissioner without regard to or compliance with time-consuming procedures and formalities otherwise required by law.

(b) **Public Works Contracts.** Upon declaration of an emergency or disaster by the Governor or County Commissioner, the Commissioner may contract for public works without letting such contract out to the lowest, responsible bidder and without advertising and posting notification of such contract for four weeks; provided, however, that the emergency must be of such nature that immediate action is required and that the action is necessary for the protection of the public health, safety and welfare. Any public works contract entered into pursuant to this subsection shall be entered on the minutes of the county as soon as practical and the nature of the emergency described therein in accordance with O.C.G.A. § 36-91-22(e).

(c) **Purchasing.** Upon declaration of an emergency or disaster by the Governor or Commissioner, purchasing regulations or policies may be suspended. County officials shall continue to seek to obtain the best prices during the state of local emergency.

(d) **Code Enforcement.** Upon declaration of a state of emergency or disaster by the Governor or the Commissioner, the Commissioner may temporarily suspend the enforcement of the ordinances of the county, or any portion thereof, where the emergency is of such nature that immediate action outside the code is required, such suspension is consistent with the protection of the public health, safety and welfare, and such suspension is not inconsistent with any federal or state statutes or regulations.

(e) **Fees.** Upon declaration of a state of emergency or disaster by the Governor or the County Commissioner, the Commissioner may temporarily reduce or suspend any permit fees, application fees or other rate structures as necessary to encourage the rebuilding of the areas impacted by the disaster or emergency. The term "fees" include fees or rates charged by the county for building permits, land disturbance permits, zoning applications, special land use permits, temporary land use permits and other fees relating to the reconstruction, repair and clean-up of areas impacted by the disaster or emergency. The term "fees" does not include fees collected by the county on behalf of the state or federal government or fees charged by the county pursuant to a state or federal statute or regulation.

(f) **Temporary Dwellings.** Upon the declaration of a state of emergency or disaster by the Governor or County Commissioner, the Commissioner or his or her designees may issue temporary mobile home, trailer, recreational vehicle or other temporary dwelling structures

or parks in any zoning district, even though not otherwise permitted by development code, while the primary dwelling is being repaired, provided that such temporary dwellings or parks are designed by an engineer and the plans are approved by the county Health Department and Community Development Department. The temporary permit shall not exceed six months in duration. In the case of a continuing hardship, and in the discretion of the County Commissioner or its designee, the permit may be extended for a period of up to an additional six months. Upon expiration of the temporary permit and/or extension, the temporary dwelling must be removed.

Sec. 26-34. Registration of Building and Repair Services

(a) **Registration.** In accordance with O.C.G.A. § 38-3-56, before building, constructing, repairing, renovating or making improvements to any real property, including dwellings, homes, buildings, structures or fixtures within an area in the unincorporated area of the county designated in a declared emergency or disaster, any person, firm, partnership, corporation or other entity must register with the Bartow County Community Development/Building Inspections Department and secure a building permit that is posted at the work site. Each day any such entity does business in the unincorporated areas of the county without complying with this ordinance constitutes a separate offense.

(b) **Fees.** The cost of registration fees in a declared emergency or disaster is fixed at \$ 50.00 per annum. Registration is nontransferable. A registration certificate will be issued if the applicant qualifies. The cost of any requested emergency building permit shall be equal to the cost for a building permit under existing regulations. The permit shall only be authorized for repairs.

(c) **Application Information.** When registering, any person, partnership, corporation or other entity making application must, under oath, complete an application, providing the following information:

- (i) Name of applicant;
- (ii) Permanent address and phone number of applicant;
- (iii) Applicant's Social Security number or federal Employer Identification number;
- (iv) If applicant is a corporation, the state and date of incorporation;
- (v) Tag registration information for each vehicle to be used in the business;
- (vi) List of cities and/or counties where the applicant has conducted business within the past 12 months;
- (vii) Georgia sales tax number or authorization;
- (viii) Georgia business license number, if required;
- (ix) Copy of license from the Secretary of State, if required;
- (x) Affidavit of compliance with USCIS E-Verify requirements and the Georgia Security and Immigration Compliance Act, as amended.

(d) **Implementation; Duration.** The restrictions in this section shall become effective only upon a declaration of emergency by the Governor and a local declaration stating this section is in effect. Unless otherwise specified in the declaration of emergency or otherwise extended

by the County Commissioner, the provisions of this Code section shall remain in effect during the state of emergency and for a subsequent recovery period of three months.

(e) **Display of Registration Certification.** Each certification issued hereunder shall be posted conspicuously by the building contractor in the place of business of the building contractor or shall be carried on his person or vehicle used in such business. Such certification shall be exhibited to any authorized enforcement officer when so requested.

(f) **Revocation; suspension.** Each certification granted under this division is a mere permit to engage in the business only so long as said business is conducted in a lawful manner. The County Commissioner hereby reserves the right to revoke or suspend any certification granted hereunder, if the building contractor, or the building contractor's agent or employee acting within the scope of his employment, violates this division or any other county, state or federal law. If after issuance of a certification, the county desires to revoke such certification, written notice thereof shall be given to the building contractor, which notice shall specify the violation with which the building contractor is charged and a date, time and place at which a hearing shall be held with regard to the violation. The building contractor shall have an opportunity to be heard at such hearing, shall have the right to be represented by counsel, and shall have the right to introduce and submit evidence in opposition to such revocation.

Sec. 26-35. Closed or Restricted Areas and Curfews During Emergency

(a) **No Loitering.** To preserve, protect or sustain the life, health, welfare or safety of persons, or their property, within a designated area under a declaration of emergency, it shall be unlawful for any person to travel, loiter, wander or stroll in or upon the public streets, highways, roads, lanes, parks or other public grounds, public places, public buildings, places of amusement, eating places, vacant lots or any other place during a declared emergency between hours specified by the County Commissioner until the curfew is lifted.

(b) **Reentry Restrictions.** To promote order, protect lives, minimize the potential for looting and other crimes, and facilitate recovery operations during an emergency, the County Commissioner shall have discretion to impose reentry restrictions on certain areas. The Commissioner shall exercise such discretion in accordance with the county emergency operations plan, which shall be followed during emergencies.

(c) **Exemptions.** The provisions of this section shall not apply to persons acting in the following capacities:

- (i) Authorized and essential law enforcement personnel;
- (ii) Authorized and essential health care providers;
- (iii) Authorized and essential personnel of the county;
- (iv) Authorized National Guard or federal military personnel;
- (v) Authorized and essential firefighters;
- (vi) Authorized and essential emergency response personnel;
- (vii) Authorized and essential personnel or volunteers working with or through the county emergency management agency (EMA);

- (viii) Authorized and essential utility repair crews;
- (ix) Citizens seeking to restore order to their homes or businesses while on their own property or place of business;
- (x) Other authorized and essential persons as designated on a list compiled by EMA, the Director of Public Safety and/or the Sheriff of the county.

(d) **Enforceability.** This section shall be enforced by officers of the law enforcement personnel approved to provide aid and assistance during the emergency. Nothing contained in this section shall prohibit a law enforcement officer from bringing other charges under state law.

(e) **Implementation; Duration.** The restrictions in this section shall become effective only upon the signing of a declaration of emergency, stating this section is in effect.

Sec. 26-36. Contracts with Municipalities.

In addition to the normal agreements embodied in the county’s emergency operations plan for mutual emergency assistance, the Commissioner may contract with any municipality for the administration of an emergency response program.

II. Article II - Curfew of Chapter 26 of the Code of Ordinances is hereby deleted and replaced with “Article II – Reserved.”

III. Article IV – Contractor Registration of Chapter 26 of the Code of Ordinances is hereby deleted and replaced with “Article IV – Reserved.”

IV. Article V – Suspension of Law of Chapter 26 of the Code of Ordinances is hereby deleted and replaced with “Article V – Reserved.”

BE IT FURTHER ORDAINED that this ordinance shall become effective upon its approval.

So adopted this 11th day of July, 2012.

Attest:

BARTOW COUNTY, GEORGIA



 Kathy Gill, County Clerk



 Clarence Brown, Commissioner

Approval and Implementation

This plan supersedes the Bartow County Emergency Operation Plan (EOP) dated February 9, 2018, and is valid for a period of four years from the date signed, unless a revision is required sooner by the undersigned.

This EOP describes the management and coordination of resources and personnel during periods of major emergency. This comprehensive local emergency operations plan is developed to ensure mitigation and preparedness, appropriate response and timely recovery from natural and man-made hazards which may affect residents of Bartow County. This plan is also intended to clarify expectation for an effective response by local officials in support of first responders in the field which can save lives, protect property and more quickly restore essential services.

This EOP was developed by Bartow County, in conjunction with other local agencies, non-governmental organizations, and private sector partners and is aligned with the National Response Framework, the National Disaster Recovery Framework, and guidance from the Georgia Emergency Operations Plan. It was also developed with lessons learned from previous disasters and emergencies that have threatened Bartow County, as well as exercises and training events.

The Bartow County Emergency Operations Plan delegates the Steve Taylor's authority to specific individuals in the event that he or she is unavailable. The chain of succession in a major emergency or disaster is as follows:

- a. EMA Director Dwayne Jamison
- b. Deputy EMA Director Marcus Warren
- c. Deputy EMA Director Sandy Turner
- d. Deputy EMA Director Bruce King

Date

Steve Taylor
Commissioner, Bartow County

Signature Page

Kenneth Carson, Mayor
City of Adairsville

Matt Santini, Mayor
City of Cartersville

Al Pallone, Mayor
City of Emerson

Greg Guyton, Mayor
City of Euharlee

Elbert Wise Jr., Mayor
City of Kingston

Mitchell Bagley, Mayor
City of Taylorsville

Ryan Evans, Mayor Pro Tem
City of White

Record of Distribution

Plan #	Office/Department	Representative	Signature
1			
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Table of Contents

Promulgation Statement.....	iii
Approval and Implementation.....	xii
Record of Changes	xiv
Record of Distribution.....	xv
Table of Contents.....	xvi
1.0 Purpose, Scope, Situation, and Assumptions	1
1.1 Purpose	1
1.2 Scope.....	1
1.3 Situation Overview	3
1.3.1 Characteristics.....	3
1.3.2 Hazard Profile.....	5
1.3.3 Planning Assumptions	9
2.0 Concept of Operations	11
2.1 General	11
2.2 Goals and Objectives.....	11
2.2.1 Goals	11
2.2.2 Objectives.....	11
2.3 Emergency Operations Center Operating Conditions and Activation.....	12
2.3.1 EOC Operating Levels.....	12
2.3.2 Field Operations	12
2.3.3 Activation of the Emergency Operations Plan (EOP)	13
2.3.4 Emergency Operations Center (EOC) Operations.....	13
2.3.5 Coordinating Local, State and Federal Operations.....	17
2.3.6 Logistical Staging Area (LSAs)	18
2.3.7 Phases of Emergency Management and Corresponding Actions.....	18
2.3.8 Public Information	19
2.3.9 Alert and Notification	20
2.3.10 Warning	20
2.3.11 Evacuation.....	20
2.3.12 Request for Assistance.....	20
3.0 Organization and Assignment of Responsibilities	21

- 3.1 General 21
- 3.2 Organization..... 21
- 3.3 Assignment of Responsibilities 22
 - 3.3.1 Chief Elected Officials..... 22
 - 3.3.2 Support Functions 22
 - 3.3.3 State Government Department and Agencies 27
 - 3.3.4 Private Sector Organizations 27
 - 3.3.5 Non-Governmental and Volunteer Agencies 28
 - 3.3.6 Citizen Involvement 29
- 4.0 Continuity of Government (COG)/Continuity of Operations Plan (COOP)..... 29
 - 4.1 Succession of Command for Local Government..... 30
 - 4.2 Mission Essential Positions..... 30
 - 4.3 Mission Essential Functions and Processes 31
 - 4.3.1 Mission Essential Functions 31
 - 4.3.2 Mission Essential Processes 31
 - 4.4 Relocation of Government 32
 - 4.4.1 Alternate Facilities 32
 - 4.4.2 Logistics Support 33
 - 4.4.3 Resources Requirements 33
 - 4.5 Vital Records and Data Management 33
 - 4.5.1 Communications..... 33
 - 4.5.2 Information Technology 34
 - 4.5.3 Public Information 34
 - 4.5.4 Finance and Administration Section 34
 - 4.5.5 Vital Records (Safeguards)..... 34
- 5.0 Direction, Control, and Coordination 36
 - 5.1 Authority to Initiate Actions 36
 - 5.2 Command Responsibility for Specific Actions 36
 - 5.2.1 General guidance of emergency operations 36
 - 5.2.2 Direction of response..... 37
- 6.0 Information Collection and Dissemination 37
- 7.0 Communications..... 38
- 8.0 Administration, Finance, and Logistics 38

8.1 Appointment of Officials 38

8.2 Administration 38

8.3 Finance 38

8.4 Logistics 38

8.4.1 Additional Policies 38

9.0 Plan Development and Maintenance..... 39

9.1 Development..... 39

9.2 Maintenance 39

9.2.1 Requirements 39

9.2.2 Review and Update 39

10.0 Authorities and References 40

10.1 Legal Authority 40

10.1.1 Federal 40

10.1.2 State 40

10.1.3 Local..... 40

10.2 References..... 41

10.2.1 Federal 41

10.2.2 State 41

10.2.3 Local..... 41

1.0 Purpose, Scope, Situation, and Assumptions

1.1 Purpose

The Bartow County Emergency Operations Plan (EOP) is based on the hazards as listed in the Hazard Identification and Risk Assessment Plan which includes all natural, human-caused, and technological hazards that can be reasonably presumed to occur within the geographical boundaries of the Bartow County. The EOP clarifies the actions taken for an effective response and describes the integration of the processes and procedures detailed in the National Response Framework (NRF), National Disaster Recovery Framework, as well as serving as a guide for all municipal Emergency Operations Plans.

The Bartow County EOP supports the five major mission areas set forth in the National Preparedness Goals; Prevention, Protection, Mitigation, Response, and Recovery. It supports the mission of protecting life and property against manmade and natural disasters by directing the county's efforts and restoring essential utilities and services at all levels of government through effective planning, preparation, response, and mitigation.

The EOP incorporates best practices and procedures from various incident management disciplines - homeland security, emergency management, law enforcement, firefighting, hazardous materials response, public works, public health, emergency medical services, and responder and recovery worker health and safety - and integrates them into a unified coordinating structure.

The EOP provides the framework for interaction with other county and municipal governments, the private sector, and NGOs in the context of incident prevention, preparedness, response, and recovery activities. It describes capabilities and resources and establishes responsibilities, operational processes, and protocols to help protect from natural and manmade hazards, save lives, protect public health, safety, property, and the environment, and reduce adverse psychological consequences and disruptions. Finally, the EOP serves as the foundation for the development of detailed supplemental plans and procedures to effectively and efficiently implement incident management activities and assistance in the context of specific types of incidents.

The EOP defines the actions and roles necessary to provide a coordinated response and provides a general concept of potential emergency assignments before, during, and following emergency situations to Cities, Departments and Agencies within Bartow County. It also provides for the systematic integration of emergency resources when activated for emergency situations and does not replace non-emergency operations plans or procedures.

1.2 Scope

Disasters or emergencies are high-impact events that require a coordinated and effective response by an appropriate combination of county, municipal, private-sector, and nongovernmental entities in order to save lives, minimize damage, and provide the basis for long-term community recovery and mitigation activities.

The EOP addresses the hazards and threats extracted from the Bartow County Hazard, Identification and Risk Assessment (HIRA) and the Bartow County Hazard Mitigation Strategy.

The EOP introduces the fundamentals of mitigation and long term recovery but is not the primary document for these activities. It also references activities occurring in all phases of the emergency management cycle. However, the primary focus of this document remains an operational plan which describes the basic strategies, assumptions, operational goals and objectives in coordinating and mobilizing resources to support emergency management response and recovery activities.

The EOP applies to all participating departments and agencies of the jurisdictions contained within the geographical boundary of Bartow County and distinguishes between incidents that require County coordination, termed disasters or emergencies, and the majority of incidents that are handled by responsible jurisdictions or agencies through other established authorities and existing plans.

Key Concepts

Key concepts that are reflected throughout the EOP are:

1. Systematic and coordinated incident management, including protocols for:
 - a. Coordinated action;
 - b. Alert and notification;
 - c. Mobilization of County resources to augment existing municipal capabilities;
 - d. Operating under differing threats or threat levels; and
 - e. Integration of crisis and consequence management functions.
2. Proactive notification and deployment of resources in anticipation of or in response to catastrophic events in coordination and collaboration with municipal governments and private entities when possible.
3. Organizing interagency efforts to minimize damage, restore impacted areas to pre-incident conditions if feasible, and/or implement programs to mitigate vulnerability to future events.
4. Coordinating worker safety and health, private-sector involvement, and other activities that are common to the majority of incidents (see Incident Specific Annexes).
5. Organizing ESFs to facilitate the delivery of critical resources, assets, and assistance. Departments and agencies are assigned to lead or support ESFs based on authorities, resources, and capabilities.
6. Providing mechanisms for vertical and horizontal coordination, communications, and information sharing in response to threats or incidents. These mechanisms facilitate coordination among municipal entities and the County Government, as well as between the public and private sectors.
7. Facilitating support to County departments and agencies acting under the requesting

department or agency’s own authorities.

8. Developing detailed supplemental operations, tactical, and hazard-specific contingency plans and procedures.

9. Providing the basis for coordination of interdepartmental and municipal planning, training, exercising, assessment, coordination, and information exchange.

This EOP consists of five components, which outlines the State Emergency Management Program. These components include:

- Base Plan
- Emergency Support Function Annexes (or Agency/Department/Organization Function Annexes)
- Support Annexes (may include Continuity of Government/Operations, Warning, Population Protection, Financial Management, Mutual Aid/Multijurisdictional Coordination, Private Sector Coordination, Volunteer and Donations Management, Worker Safety and Health, Prevention and Protection, and Communications.)
- Incident/Threat Specific Annexes (Weather related, Earthquake, Tornado, Flood/Dam Failure, HAZMAT, Epidemic, Terrorism, Active Shooter, etc.)
- Companion Documents (Hazard Identification and Risk Assessments, Hazard Mitigation Plans), Plan Appendices & Standard Operating Guides

Each of these components are made up of various plans, guides and documents that collectively describe how the County plans for, responds to and recovers from natural and human caused disasters. The five components are published separately but reviewed collectively to ensure seamless integration.

The EOP is intended to capture and reflect the cooperative spirit of all senior elected and appointed leaders and their organizations to partner in a comprehensive emergency management program to protect the lives and property of all Bartow County residents and visitors.

1.3 Situation Overview

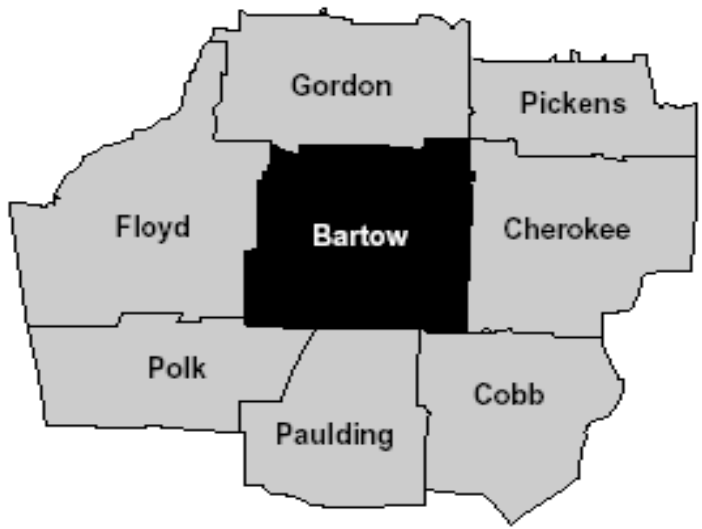
1.3.1 Characteristics

1.3.1.1 Location

Bartow County includes unincorporated Bartow County and the cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, Taylorsville and White.

1.3.1.2 Geographic

Bartow County is located in Northwest Georgia. It encompasses about 470 square miles. The County seat is the City of Cartersville. It is approximately 40 miles north of Atlanta. Bartow County shares boundaries with Cobb, Paulding, Polk, Floyd, Gordon, Pickens, and Cherokee counties,



1.3.1.3 Demographic

Bartow County has a population of 102,623 residents as of July 1, 2017. Daytime population in Bartow County exceeds 1,020,000 due to large commercial and industrial areas in the southeastern portion of the jurisdiction. The jurisdiction is also a popular base for outdoor adventurers, attracting a large number of tourists each year.

1.3.1.4 Designated Areas of Interest

1. Bartow County has Lake Allatoona partially in the county. This is popular summer and warm weather hang out. During summer weekends it attracts hundreds of water enthusiasts. It also feeds Etowah River which has become a popular kayaking hotspot.
2. Red Top Mountain State Park and Lodge and Etowah Indian Mounds State Historic Site. Located along Lake Allatoona, Red Top Mountain offers abundant wildlife, swimming, boating, fishing and hiking. The historic Etowah Indian Mounds, meanwhile, showcases ceremonial mounds that date from 1,000-1,500 A.D.

1.3.1.5 Special Events

1. The City of Cartersville hosts several events throughout the year that draw a large number of people.
2. The City of Adairsville hosts several events throughout the year that draw a large number of people.
3. Lakepoint is a sporting complex located in the City of Emerson. Lakepoint hosts tournaments throughout the year in several different sports that draw large crowds.

1.3.1.6 Economic Base and Infrastructure

Bartow County's economy has evolved from its traditional tourism and textile dependence into one of great diversity. Today's commercial and industrial manufacturing base is complemented by solid and growing trade and service sectors. Much tourism activity is centered around Cartersville. This economic diversification has helped create new employment and smooth the impact of cyclical swings. As a result, unemployment rates have been below State and national averages since 1987. Finances have improved with three years of surplus operations and are expected to be further strengthened by solid operating results in 2022.

1.3.2 Hazard Profile

1.3.2.1 Potential Hazards

Bartow County is subjected to the effects of many disasters, varying widely in type and magnitude from local communities to statewide in scope.

Table 1: Hazard Identification and Grouping

Natural Hazards		
Severe Weather <ul style="list-style-type: none"> • Thunderstorms • High Winds • Lightning • Hail • Tornado 	Severe Winter Weather <ul style="list-style-type: none"> • Snow • Extreme Cold • Ice • Blizzard • Freezing Rain • Sleet 	Tropical Cyclone <ul style="list-style-type: none"> • Storm Surge • High Winds • Heavy Rainfall • Tornado
Infectious Disease <ul style="list-style-type: none"> • Infectious Diseases • Food Borne Diseases • Agricultural Disease Outbreak • Novel Disease Outbreak 	Drought Wildfire <ul style="list-style-type: none"> • Extreme Heat • Wildfires • Smoke • Water Shortage 	Inland Flooding <ul style="list-style-type: none"> • River Flooding • Flash Flooding • Urban Flooding
Geologic Hazard <ul style="list-style-type: none"> • Sinkholes • Earthquake • Landslides 		
Human Caused Hazards		
Cybersecurity Attack <ul style="list-style-type: none"> • Hacking/Phishing • Infrastructure Disruptions • Ransomware/Malware Attacks • Network Intrusion/Disruption Transportation 	Active Shooter <ul style="list-style-type: none"> • Explosives/Improvised Explosive Devices • Vehicle Ramming • Sniper Attack • Hostage Taking 	Radiological Release <ul style="list-style-type: none"> • Radiological Release Technical • Radiological Release Hostile
Hazardous Material Release <ul style="list-style-type: none"> • Transportation-Related • Storage-Related, Spills, and Leaks 		
Technological Hazards		

<p>Dam Failure</p> <ul style="list-style-type: none"> • Downstream Flooding • Erosion • Property Damage • Environmental Damage • Transportation Disruption • Infrastructure Disruption 	<p>Infrastructure Failure</p> <ul style="list-style-type: none"> • Communications • Transportation • Energy • Public Works 	
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Table 2: Hazard Identification Process

Hazard of Concern	How and Why hazard was Identified
<p>Severe Weather</p> <ul style="list-style-type: none"> • Thunderstorms • High Winds • Lightning • Hail • Tornado 	<ul style="list-style-type: none"> • Review of historical disaster declarations and NWS NCDC Storm Events Database • 29 out of 42 declared disaster events in Georgia were Severe Weather events
<p>Inland Flooding</p> <ul style="list-style-type: none"> • Rivers • Flash • Urban 	<ul style="list-style-type: none"> • Review of historical disaster declarations and NWS NCDC Storm Events Database • Flooding impacts Georgia nearly every year and results in the majority of the damages associated with hazard events • 17 out of 42 declared disaster events in Georgia were flood events
<p>Tropical Cyclone</p> <ul style="list-style-type: none"> • Storm surge • High Winds • Heavy Rain fall • Tornado 	<ul style="list-style-type: none"> • Justification based off statewide events.
<p>Severe Winter Weather</p> <ul style="list-style-type: none"> • Snow • Ice • Freezing Rain 	<ul style="list-style-type: none"> • Review of historical disaster declarations and National Weather Service (NWS) National Climatic Data Center's (NCDC) Storm Events Database • Four (4) out of 42 declared disaster events in Georgia were winter weather related events
<p>Drought Wildfire</p> <ul style="list-style-type: none"> • Extreme Heat • Wildfires 	<ul style="list-style-type: none"> • Review of historical disaster declarations, NWS NCDC Storm Events Database, U.S. Drought Monitor and Drought Impact Reporter • The entire State of Georgia is subject to the effects of drought
<p>Geologic Hazards</p> <ul style="list-style-type: none"> • Sinkholes • Earthquake 	<ul style="list-style-type: none"> • Review of historical data, including United States Geological Survey • Earthquakes have impacted Georgia in the past. Between 1811 and 2013, there have been 11 earthquake events with epicenters near Georgia
<p>Infectious Diseases:</p> <ul style="list-style-type: none"> • Infectious Diseases • Food Borne Diseases • Agricultural Disease Outbreaks • Novel Disease Outbreaks 	<ul style="list-style-type: none"> • Numerous bodies of water located in the state that assist with the breeding of mosquitos and other waterborne pathogens

<p>Cybersecurity Attack</p> <ul style="list-style-type: none"> • Hacking/Phishing • Infrastructure Disruptions • Ransomware/ Malware Attacks • Network Intrusion/ Disruption • Transportation 	<ul style="list-style-type: none"> • Most of Georgia’s critical infrastructure is linked to some technology-based platform, which is a key vector of attack in a cybersecurity incident
<p>Active Shooter</p> <ul style="list-style-type: none"> • Explosives/Improvised Explosive Devices • Vehicle Ramming • Sniper Attack • Hostage Taking 	<ul style="list-style-type: none"> • Terrorist attacks can occur anywhere • Georgia is an attractive target due to it’s to major urban areas, seaports and tourism.
<p>Radiological Release (Technical, Hostile)</p> <ul style="list-style-type: none"> • Individuals (Physical and Psychological Health) • Property • Environment • Infrastructure • Agriculture • Zoological • Economy 	<ul style="list-style-type: none"> • Justification based off statewide events
<p>Hazardous Material Release</p> <ul style="list-style-type: none"> • Injury • Loss of life • Property damage • Environmental damage 	<ul style="list-style-type: none"> • Justification based off statewide events.
<p>Dam Failure</p> <ul style="list-style-type: none"> • Downstream Flooding • Erosion • Property Damage • Environmental Damage • Transportation Disruption • Infrastructure Disruption 	<ul style="list-style-type: none"> • Bartow County has 39 Dams • In Bartow County has one major dam. Lake Allatoona Dam • Numerous smaller dams, including agricultural exist
<p>Infrastructure Failure</p> <ul style="list-style-type: none"> • Communications • Transportation • Energy • Water Wastewater 	<ul style="list-style-type: none"> • Justification based off statewide events.

1.3.2.2 Vulnerability Assessment

Vulnerability includes all populations and assets (environmental, economic, and critical facilities) that may be at risk from natural, human-caused, and technological hazards. Vulnerability analysis measures the level of assets, populations, or resources within a given region, city, or town. The vulnerability is a function of the built environment, local economy, demographics, and environmental uses of a given region.

The damage and/or destruction of any of Bartow County’s six (6) critical lifeline sectors (Communications, Emergency Services, Energy, Information Technology,

Transportation Systems, and Water/Wastewater Systems) represents enormous economic, social, and general functional costs to a community, while also impeding emergency response and recovery activities.

A nonfunctional road can have major implications for a community: general loss of productivity; disruption of physical access preventing residents from getting to work or other daily activities; prevention of emergency vehicles from reaching destinations; associated health and safety implications; and potential access difficulties causing the disruption of important lifeline supplies, such as food and other deliveries to the community.

Damaged or destroyed utility lines and facilities, including electricity, computer and satellite links, gas, sewer, and water services can cripple a region after a disaster. Power lines are often badly damaged or destroyed, resulting in the loss of power for days, weeks, or even months. This is particularly critical considering modern societies' dependence on electricity. In addition to basic modern household appliances being affected, public water supplies, and water treatment and sewage facilities can also be impacted. Electric pumps cannot pump drinking water into an area without power, and even if they could, the water delivery system could be breached in several areas. The loss of level elevated water tanks also results in a lack of safe drinking water. Even disaster victims who do get water may have to boil it to eliminate waterborne pathogens introduced to the supply in breached areas.

Although not a complete representation of all the possible types of facilities, this dataset is a good representation of critical facilities in Bartow County.

Table 3: Types of Facilities

Jurisdiction Owned Holding	406
Interstate roads within Jurisdiction (in miles)	30
State Maintained Roads (in miles)	114
County Maintained Roads (in miles)	872
Bridges	53
Law Enforcement Agencies:	7
Fire Stations:	18
Hospitals:	1
Dispatch Centers	1
First Responder's Communication Towers	8
TV Digital Station Transmitters	2
AM Transmission Towers	2
FM Transmission Towers	2
Cellular Towers	204
City Halls:	6
Housing Units	42,298
Mobile Homes	2,622
Airports:	1
Dams:	39

Fishing and Boating Access/Marinas:	20
Water/Wastewater Stations	32
Natural Gas Lines (in miles)	21

1.3.3 Planning Assumptions

1. A disaster may occur within Bartow County with little or no warning and may escalate more rapidly than Bartow County can handle.

2. Incidents are typically managed at the lowest possible organizational and jurisdictional level. Initial actions to mitigate the effects of emergency situations or potential disaster conditions will be conducted as soon as possible by the local government.

3. During a State of Emergency, the EMA Director, as the individual responsible for carrying out Bartow County’s emergency management programs, has command and control authority over all operational areas necessary to help Bartow County respond to, recover from, and mitigate against natural and manmade emergencies.

4. It is assumed that any of the disaster contingencies could individually, or in combination, cause a grave emergency situation within Bartow County. It is also assumed that these contingencies will vary in scope and intensity, from an area in which the devastation is isolated and limited to one that is wide-ranging and extremely devastated. For this reason, planning efforts are made as general as possible so that great latitude is available in their application, considering they could occur in several locations simultaneously.

5. Agencies/departments/offices assigned responsibilities in the EOP develop and maintain necessary plans, standard operating procedures, mutual aid agreements and model contracts to successfully accomplish the mission.

6. Agencies are prepared to fulfill assigned responsibilities from the EOP, supporting plans and joint operational or area plans.

7. Mutual Aid to the affected jurisdiction by response organizations from another jurisdiction is expected to supplement the efforts of the affected jurisdiction in an efficient, effective, and coordinated response when the County officials determine their own resources to be insufficient.

8. Federal and State disaster assistance, when provided, will supplement, not substitute, relief provided by local jurisdictions.

9. It is the responsibility of elected officials and designated responders under this plan to save lives, protect property, relieve human suffering, sustain survivors, repair essential facilities, restore services, and protect the environment.

10. Effective prediction and warning systems have been established that make it possible to anticipate certain disaster situations that may occur throughout the jurisdiction or the general area beyond the jurisdiction’s boundaries.

11. When an emergency exceeds Bartow County resource and response capabilities, the local government will request assistance from neighboring jurisdictions and may elevate requests for assistance to Georgia Emergency Management and Homeland

Security Agency (GEMA/HS) if needed.

12. When a jurisdiction receives a request to assist another jurisdiction, reasonable actions will be taken to provide the assistance as requested. This includes all agencies, departments and offices in support of this EOP as well as any neighboring jurisdictions.

13. Incidents, including large scale emergencies or events, require full coordination of operations and resources, and may:

- a. Require significant information sharing across multiple jurisdictions and between the public and private sectors;
- b. Involve single or multiple jurisdictions and/or geographic areas;
- c. Have significant local and/or statewide impact and may require significant inter-governmental coordination;
- d. Involve multiple, highly varied hazards or threats on a local, regional, statewide or national scale;
- e. Result in mass casualties, displaced persons, property loss, environmental damage and disruption of the economy and normal life support systems, essential public services and basic infrastructure;
- f. Require resources to assist individuals with access and functional needs;
- g. Impact critical infrastructures across multiple sectors;
- h. Exceed the capabilities of local agencies, Non-Government Organizations (NGOs) and Private Sector Partners (PSPs) (to include private sector infrastructure owners and operators);
- i. Attract a sizeable influx of public, private, and voluntary resources; including independent and spontaneous volunteers;
- j. Require short-notice asset coordination and response; and
- k. Require prolonged incident management operations and support activities for long-term community recovery and mitigation.

14. Factors influencing the need for state involvement in response and recovery may include, but are not limited to:

- a. Severity and magnitude of the incident.
- b. Local needs exceeding available resources.
- c. Incident type or location.
- d. Protection of public health, welfare or the environment.
- e. Economic ability of the jurisdiction and/or affected localities to recover from the incident. |

2.0 Concept of Operations

2.1 General

Communications is maintained between affected jurisdictions and GEMA/HS Area Emergency Management and/or Homeland Security Field Coordinators. GEMA/HS personnel may respond to the jurisdiction to facilitate ongoing information exchange.

The County Commissioner may declare local states of emergency and request State assistance. All requests for State assistance should be entered into WebEOC and coordinated with the assigned Area Field Coordinator to the State Operations Center (SOC).

County EOCs will serve as clearinghouses for response and recovery operations and for deployment of resources within the counties, including cities within the counties.

This plan is based on three organizational levels of emergency management: local, state, and federal. Each level works together to provide a delivery system to meet the needs of the public. Emergency operations are initiated at the lowest level able to respond to the emergencies and disasters.

Supporting agencies and volunteer organizations are incorporated in this plan for a whole community approach.

2.2 Goals and Objectives

2.2.1 Goals

1. Promote all phases of emergency management and provide the community with a coordinated effort in the mitigation of, preparation for, response to, and recovery from injury, damage and suffering resulting from a localized or widespread disaster.
2. Facilitate effective use of all available resources during a disaster.
3. Maintain the quality of life for our citizens before, during and after a disaster.

2.2.2 Objectives

1. Meet the needs of disaster victims: Save human lives; treat the injured; warn the public to avoid further casualties; evacuate all who are potentially endangered; coordinate with other agencies to shelter and care for those evacuated.
2. Protect property: Take action to prevent damage of property; provide security for property, especially in evacuated areas; prevent contamination to the environment.
3. Restore the Community: Re-establish essential utilities, transportation routes, public infrastructure and facilities as well as encourage economic activity.

2.2.3 National Incident Management System and the Incident Command System

1. Bartow County has adopted the National Incident Management System (NIMS) as the standard incident management structure. The Incident Command System (ICS) is the standard for on-scene emergency management throughout Bartow County. First responders in all organizations are encouraged to implement the training, exercising

and everyday use of ICS.

2. All Bartow County emergency response agencies utilize the ICS to direct emergency response activities. The ICS provides an important framework from which all agencies can work together in the most efficient and effective manner. The EOC link to the incident scene is via an Emergency Management staff member located at the Incident Command Post.

3. If the incident affects multiple agencies and jurisdictions, a transition may occur from a single Incident Commander to a Unified Command structure. Unified Command may appoint a single spokesperson to carry out the command decisions. The remaining response functions (planning, operations, logistics, and finance) will also be “unified” by the responders of the various organizations.

2.3 Emergency Operations Center (EOC) Operating Conditions and Activation

2.3.1 EOC Operating Levels

1. Full Activation: All EOC staff are required to report for operations. Emergency situation is imminent or in progress.
2. Elevated (or Partial) Activation: EOC leadership and selected ESFs are activated for monitoring or specific response activities.
3. Active Monitoring: Minimal staff on duty for monitoring of daily activities.

2.3.2 Field Operations

1. The EMA staff is on-call 24/7 with one person designated as the primary contact. The on-call primary EMA representative is available to respond and assist with field operations as requested through Public Safety Communications when the EOC is not activated.
2. Small-scale incidents or emergencies may be mitigated on scene, without opening the EOC.
3. As the incident complexity increases, resources must increase, requiring the Incident Command (IC) to expand the incident management organization with additional levels of supervision. The requesting agency should utilize its own departmental staff to fill the ICS command and general staff positions needed to successfully manage the incident.
4. Once an incident has escalated and all typical mission specific resources are exhausted or at the discretion of the IC, the on-call primary EM representative can be dispatched to serve in a logistical or planning role and request additional outside resources in support of the operation.
5. All EMA staff are cross trained to fill ICS Command and General staff positions. However, due to their function, the Incident Commander and Operations Section Chief should be staffed by the lead agency.
6. If all local resources have been utilized and the on-scene command is overwhelmed due to long operational periods and /or shortage of staff, the on-call primary EM

representative will contact the remaining EM staff for additional support.

7. When required or requested, a Mobile Command Post may be utilized for on-scene direction, coordination, and control. |

2.3.3 Activation of the Emergency Operations Plan (EOP) |

1. The EMA Director will make a recommendation to the County Commissioner regarding the activation/implementation of the EOP. In the event the County Commissioner is not available, the EMA Director has the authority to order the activation. If the EMA Director is not available; then the EMA Deputy Director has the authority to order the activation. When the EOP is implemented, all county, and supporting municipality, resources are available to respond to and facilitate recovery from the disaster. In the event of an emergency, personnel may be tasked to accomplish a mission outside of their normal area of responsibility. The EMA will establish and maintain journals, records, and reporting capabilities in accordance with state and federal laws and regulations.

2.3.4 Emergency Operations Center (EOC) Operations

2.3.4.1 General

Anytime a disaster or emergency situation goes beyond the capability of a single jurisdiction, or requires multiple agencies or departments, the EOC may be activated. If the disaster is countywide, the EOC activation is mandatory. The EOC is an essential tool for successful response and recovery operations. With decision and policy makers located together, personnel and resources can be used efficiently. Coordination of activities will ensure that all tasks are accomplished, minimizing duplications of efforts. The EMA Director or Deputy Director will determine if the EOC needs to be activated.

2.3.4.2 Location

The Bartow County EOC is located at 10 Elizabeth Street Cartersville, Ga.30120. If an alternate EOC is needed it will be designated by the EMA Director or Deputy Director at the time of the event. The backup EOC for Bartow County is located at 195 Cassville Road, Cartersville, Ga 30120.

2.3.4.3 Activation Options

In the event the EOC is activated, the EMA Director or Deputy Director has options available. As all emergencies do not require full activation of the EOC, another level of activation is available. In some instances, the EOC activation process might step one level to another, while other situation might require immediate Full Activation.

1. **Partial Activation** occurs during small-scale incidents requiring minimal resources and personnel, but still not requiring full activation of the EOC. The EMA Director or Deputy Director will determine which ESFs are needed and the hour of operations.

2. **Full Activation** occurs when all ESFs are fully manned and operating 24-hours a day. This will occur during major emergencies and disasters and will be the priority activity in the county when activated.

Once the emergency or disaster necessitating the EOC activation is over, the EMA

Director or Deputy Director, with the County Commissioner’s authorization, will determine the means of deactivation of the EOC. Some incidents will allow full and immediate closing of the EOC, while others will require a slower transition.

2.3.4.4 Emergency Support Functions

To assure maximum response and efficient use of personnel and other resources, Emergency Support Functions (ESFs) are as indicated:

Table 4: ESF Primary and Alternate Responsible Agencies

ESF	Function	Primary	Support
ESF-1	Transportation	Bartow County Transit	Bartow School System, Cartersville School System
ESF-2	Communications	Bartow County 911	Bartow County Fire/EMA
ESF-3	Public Works	Bartow County Road Department	Adairsville Public Works, Cartersville Public Works, Euharlee Public Works, Bartow Water
ESF-4	Firefighting	Bartow County Fire & Emergency Services	Cartersville Fire Department
ESF-5	Emergency Management	Bartow County Fire & Emergency Services	Bartow County Admin.
ESF-6	Mass Care	Bartow Collaborative	American Red Cross
ESF-7	Resource Support	Bartow County Purchasing Depart.	Bartow County Admin. And local Municipalities
ESF-8	Public Health	Bartow County Fire & Emergency Services	METRO Atlanta EMS
ESF-9	Search & Rescue	Bartow County Fire & Emergency Services	Bartow County Sheriff Department
ESF-10	HAZMAT	Bartow County Fire & Emergency Services	Cartersville Fire Department
ESF-11	Agriculture	Bartow County Animal Control	Bartow County Extension Office
ESF-12	Energy	City of Cartersville Electric	Georgia Power
ESF-13	Public Safety	Bartow County Sheriff Department	Local Municipalities Law Enforcement
ESF-14	Recovery	Bartow County Fire & Emergency Services	Bartow County Admin. And local Municipalities
ESF-15	Public Affairs /	Bartow County Fire &	Bartow County Admin.

	External Affairs	Emergency Services	
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2.3.4.5 Activation

When the decision is made to activate the EOC, the EMA Director or designee will notify the appropriate staff members to report to the EOC. The EOC is the central point for emergency operations.

The EMA staff will take action to notify and mobilize the appropriate ESFs and organizations on the EOC Activation List. Notification can take place through several different methods depending on the situation and availability of communication systems.

Once the EOC is fully operational, all personnel and resources will be coordinated in support of the following general response activities:

1. Warning and emergency public information
2. Saving lives and property
3. Supplying basic human needs
4. Maintaining or restoring essential services
5. Protecting vital resources and the environment
6. Transportation, logistics and other emergency services
7. Manage the evacuation process
8. Damage assessment operations
9. Initial decontamination

2.3.4.6 EOC Organization Structure

1. Executive Group is composed of the following:
 - a. County Commissioner
 - b. Municipal Mayors
 - c. County/City Managers
 - d. EMA Director
2. Command is composed of the following:
 - a. County EOC Manager
 - b. ESF – 15 Public Information (PIO)
3. Operations Section is composed of the following ESF:
 - a. ESF – 2 Communications
 - b. ESF – 3 Public Works
 - c. ESF – 4 Firefighting
 - d. ESF – 5 Emergency Management

- e. ESF – 8 Public Health
 - f. ESF – 9 Search & Rescue
 - g. ESF – 10 Hazardous Material
 - h. ESF – 11 Agriculture
 - i. ESF – 12 Energy
 - j. ESF – 13 Law Enforcement
4. Planning Section is composed of the following ESF:
- a. ESF – 5 Emergency Management
 - b. ESF – 14 Recovery
5. Logistics Section is composed of the following ESF:
- a. ESF – 1 Transportation
 - b. ESF – 2 Communications
 - c. ESF – 5 Emergency Management
 - d. ESF – 6 Mass Care
 - e. ESF – 7 Resources Support
6. Finance Section is composed of the following:
- a. County Finance Director and supporting staff
 - b. ESF – 7 Resources Support

2.3.4.7 Situation Reports (SITREP)

Every day that the EOC is open, a Situation Report (SITREP) will be produced for each operational period. The Incident Commander will set the operational period which usually will be 12 hours. The initial SITREP will be completed within the first four (4) hours after activation. Additional SITREPS will coincide with the EOC briefings. This SITREP does not replace the requirement to enter a Resource Request for all State level assistance.

Each ESF will complete their part of the SITREP, providing a comprehensive and accurate report, and submit it. This report will include, but not limited to the following:

1. Type of disaster
2. Date and time of disaster
3. Status of mobilization of county/municipal resources
4. Initial damage
5. Immediate support required of state government
6. Casualties/Fatalities – Number dead, injured and missing
7. Roads and bridges damage or destroyed

8. Utility status – locations and number of homes/facilities without power, water, gas, communications, etc
9. Public facility damage
10. Critical Infrastructure damage (Communications, Emergency services, etc)
11. Status of local government
12. POD status
13. Shelter status
14. School status
15. Other damage

Upon review and approval by the EMA Director the SITREP will be sent to the State Operations Center (SOC) by entering it into WebEOC under Statewide Significant Events and SOC Significant Events, and titled Bartow COUNTY SITREP the beginning of each operational period.

2.3.4.8 Briefings Schedules

1. Once the EOC has been activated, the EOC Manager will conduct an Activation Briefing. This will detail the situation and give the operational period objectives.
2. Once the EOC becomes operational, the EOC Manager will conduct regularly scheduled situational briefings. Briefing times will be determined at the beginning of activation and will be based on type and speed of incident. All ESFs may be expected to give a brief description of their priority issues as related to the EOC objectives and any unresolved concerns they have.
3. Additional briefings may be required depending on the circumstances. This may include briefings for VIPs, media, special visitors or newly arrived state or federal representatives.

2.3.5 Coordinating Local, State and Federal Operations

1. Local responders are the first to arrive and the last to leave an emergency situation. All emergencies and/or disasters are managed at the local level. If local capabilities are exceeded, and a local emergency has been declared, state government agencies can augment assistance to meet the emergency needs of victims.
2. When municipal government determines that municipal resources are not adequate, additional resources may be requested through the EMA or the County EOC if activated.
3. State government will supplement local efforts upon request or in accordance with the Emergency Support Function (ESF) Annexes described herein.
4. The Governor or designee may execute the Georgia Emergency Operation Plan (GEOP) to support local situations when local resources are not adequate to sustain an effective response operation or when a significant state presence is required for immediate assistance.

5. State level assistance activities normally will consist of coordination and support.
6. Federal assistance will supplement state and local efforts and shall be provided under governing secretarial or statutory authorities.
7. To the extent that public law provides, any federal assistance made available to relieve the effects of an emergency or disaster in Bartow County will be coordinated by the State Coordinating Officer (SCO) or designated authorized representative.
8. If the President authorizes federal assistance, the President will appoint a Federal Coordinating Officer (FCO). The FCO is authorized to use the full authority of the Stafford Act to reimburse response and recovery claims.

2.3.6 County/Local Logistical Staging Area (LSAs)

For emergencies requiring major mobilization of supplies, materials, equipment, and personnel prior to, during, and after the emergency, a Logistical Staging Area may be established. The LSA will receive, classify, and account for emergency relief and sustainment supplies. This area will be determined based on areas of damaged and needs.

2.3.7 Phases of Emergency Management and Corresponding Actions

2.3.7.1 Preparedness

Preparedness encompasses the full range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to enhance readiness and minimize impacts of disasters. General preparedness activities include but are not limited to the following:

1. Update all emergency management plans to include risk and vulnerability assessments.
2. Disaster exercises/drills (Full-scale, functional and tabletop)
3. Emergency communications tests
4. Training and workshops for EOC staff and emergency responders
5. Public awareness campaigns and educational presentations

2.3.7.2 Response

Response includes activities to address the immediate and short-term actions to preserve life, property, environment, and the social and economic structure of the community. The active use of resources to address the immediate and short-term effects of an emergency or disaster constitutes the response phase and is the focus of department/agency emergency and disaster standing operating guidelines, mutual aid agreements and the ESF Annexes of this plan.

2.3.7.3 Recovery

Recovery involves actions, and the implementation of programs, needed to help individuals and communities return to pre-disaster conditions. Short-term recovery actions are taken to assess the situation and return critical infrastructure systems to minimum operating status. Long-term involves the total restoration of the county's

infrastructure and economic base. For more information on recovery, please refer to the Bartow County Recovery Plan.

2.3.7.4 Mitigation

Mitigation includes those activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation involves on-going actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation may include efforts to educate governments, businesses, and the public on measures they can take to reduce loss or injury.

2.3.8 Public Information

1. Public Information Officer (PIO)

- a. In the event of an emergency or disaster, the Bartow County PIO will closely monitor the situation, receive information from the EMA Director or Deputy Director and disseminate timely written and verbal information to the public. The PIO will utilize all available media sources, to include radio, television, newspaper, social media and other internet sources, and any other sources that are feasible.
- b. The PIO's primary purpose is to provide information to the general public regarding the disaster and how it impacts the community. This information includes warning citizens of impending danger, the status of active disaster, pertinent information regarding evacuation, re-entry and recovery efforts.
- c. The PIO for Bartow County is a member of the Command Group and will be present for all executive level meetings during emergency or disaster operations.
- d. Public Information operations will include the County PIO and will be supplemented with additional administrative staff. This additional staff will include PIO's from other departments, agencies, and businesses as required.
- e. For information detailed information can be found in the ESF – 15 Public Information Annex.

2. Coordination

During an emergency or disaster, the Bartow County PIO will be the official spokesperson for the County. Coordination with all appropriate departments and municipalities will ensure proper emergency public information is being disseminated.

3. Media Procedures

The PIO will be responsible for escorting media members into the EOC and for arranging interviews with EOC Staff. The media will not be allowed in the EOC during briefing without prior approval from the EMA Director or Deputy Director.

2.3.9 Alert and Notification

2.3.9.1 Emergency Management Staff

1. Emergency Management Staff maintains several methods of communication for alert and notification. The primary communication method is a cell phone which includes email and texting capability. Back-up methods include home phone and additional cellular.
2. The EMA Director, or their designee, will coordinate with all appropriate department/agencies and organizations to ensure timely notification at the onset of a human-caused or natural incident.

2.3.9.2 State Warning Point

1. The primary method of notification for the State Warning Point is telephone at 1-800-TRY-GEMA (1-800-879-4362).
2. When notifying or alerting the State Warning Point, all reports will be done in accordance with the GEMA/HA Field Reporting Standard Operating Guide. |

2.3.10 Warning

The ability to warn the public of impending danger or orders of evacuation is a priority in any emergency operation. There are many methods to communicate emergency messages to the general public, the business community and transient population. Official warnings can come from the local, state and federal government.

The 911 Telecommunications Center serves as the County Public Safety Answering Point (PSAP) for all incidents and is located at 104 Zena Drive Cartersville, GA. 30121 |

2.3.11 Evacuation

1. Evacuation is the controlled movement and relocation of persons and property necessitated by the threat of a natural, technological, or human-caused disaster. The evacuation of large numbers of people from vulnerable areas will stress the limited capabilities of the county's road network. Therefore, a major evacuation must be initiated as soon as feasible. Direction, control, and coordination with all appropriate departments/agencies will be conducted through the County EOC.
2. The EMA Director, or designee, will coordinate the evacuation routing to shelters, and the provision of transportation, shelter, and congregate care.
3. The EMA Director, or designee, will provide detailed evacuation information to the public, through the Public Information Officer, to facilitate the evacuation. |

2.3.12 Request for Assistance

1. If local capabilities are exceeded, and a local emergency has been declared, a Resource Request for state and/or federal assistance shall be presented to the SOC through WebEOC, or through the Area Field Coordinator if WebEOC is unavailable.
2. When municipal governments determine that municipal resources are not adequate, additional resources may be requested through the EMA Director or the County EOC, if activated.

3. All needs must go through the process of being filled with local resources, resources for which contracts are in place, or donated resources before a request is made to the state. Once all local resources have been exhausted, the Operations Desk will make the appropriate request to the State for resources.

4. There are many methods of resource requests that can be utilized. The primary method is the State WebEOC. All required information is included in the Resource Request board. If the system fails or is unavailable, the following methods are acceptable:

- a. Area 6 Field Coordinator Tim Reeve
- b. Phone 1-800-TRY-GEMA (1-800-879-4362)
- c. E-mail tim.reeve@gema.ga.gov

3.0 Organization and Assignment of Responsibilities

3.1 General

Most departments/agencies of government have emergency functions in addition to their normal, day-to-day duties. These emergency functions usually parallel or complement normal functions. Each department/agency is responsible for developing and maintaining its own emergency management procedures.

3.2 Organization

- 1. Chief elected officials
- 2. ESF 1 – Transportation
- 3. ESF 2 – Communications
- 4. ESF 3 – Public Works
- 5. ESF 4 – Firefighting
- 6. ESF 5 – Emergency Management
- 7. ESF 6 – Mass Care
- 8. ESF 7 – Resource Support
- 9. ESF 8 – Public Health
- 10. ESF 9 – Search and Rescue
- 11. ESF 10 – HAZMAT
- 12. ESF 11 – Agriculture
- 13. ESF 12 – Energy
- 14. ESF 13 – Public Safety
- 15. ESF 14 – Recovery
- 16. ESF 15 – External Affairs

3.3 Assignment of Responsibilities

3.3.1 Chief Elected Officials

1. Disaster declarations
2. Evacuation orders
3. Re-entry decisions
4. Other protective action decisions as necessary
5. Providing legal advice as required
6. Performing other necessary legal functions
7. Serving as a liaison with other legal and judicial agencies and sections of the government

3.3.2 Emergency Support Functions (ESFs)

The EOP applies a functional approach that groups the capabilities of municipal and county departments and some volunteer and non-government organizations into ESFs to provide the planning, support, resources, program implementation, and emergency services that are most likely to be needed during disaster or emergency incidents. The County response to actual or potential disasters or emergencies is typically provided through the full or partial activation of the ESF structure as necessary. The ESFs serve as the coordination mechanism to provide assistance to municipal governments or to County departments and agencies conducting missions of primary County responsibility.

Each ESF is comprised of primary and support agencies. The EOP identifies primary agencies on the basis of authorities, resources, and capabilities. Support agencies are assigned based on resources and capabilities in a given functional area. The resources provided by the ESFs reflect categories identified in the NIMS. ESFs are expected to support one another in carrying out their respective roles and responsibilities. Additional discussion on roles and responsibilities of ESF primary agencies, and support agencies can be found in the introduction to the ESF Annexes.

Note that not all disaster or emergency incidents result in the activation of all ESFs. It is possible that an incident can be adequately addressed by agencies through activation of certain EOP elements without the activation of ESFs. Similarly, operational security considerations may dictate that activation of EOP elements be kept to a minimum, particularly in the context of certain terrorism prevention activities.

The primary department/departments for each ESF maintain(s) working relations with its associated private-sector counterparts through partnership committees or other means (e.g., ESF 2, Communications - telecommunications industry; ESF 10, Hazardous Materials - oil and hazardous materials industries; etc.).

3.3.2.1 ESF 1 – Transportation

1. Support and assist municipal, county, private sector, and voluntary organizations requiring transportation.

2. Coordinate rail management with state and PSP partners.
3. Movement restrictions, evacuation, and re-entry coordination.
4. Restoration and recovery of transportation infrastructure.
5. Debris management.
6. Damage and impact assessment.

3.3.2.2 ESF 2 – Communication

1. Provide communication plans and systems for disaster response
2. Communications with telecommunication providers and operators
3. Coordination of restoration and repair of telecommunication systems
4. Protection, restoration and sustainment of cyber systems and resources
5. Damage assessment of critical communication systems in disasters

3.3.2.3 ESF 3 – Public Works

1. Water Sector Critical Infrastructure Assessment, Protection, and Technical.
2. Boil water advisories.
3. Infrastructure restoration and coordination.
4. Damage assessment to critical infrastructure system.
5. Water sample collection assistance.
6. Maintaining designated major streets and avenues, highways, and other designated routes of travel
7. Assisting with heavy rescue
8. Decontamination
9. Engineering services as required
10. Transportation
11. Debris removal
12. Inspection of shelter sites for safe occupancy
13. Inspection of damaged buildings, public and private, for safe occupancy
14. Enforcement of building codes
15. Maintenance of vehicles and other essential equipment of the various departments and agencies
16. Maintenance of a reserve supply of fuel
17. Provisions for the immediate repair of emergency service vehicles and equipment, both in the field and in the shop, as the situation permits

3.3.2.4 ESF 4 – Firefighting

1. Command and coordination of firefighting activities.

2. Search and rescue.
3. Decontamination.
4. Damage assessment. |

3.3.2.5 ESF 5 – Emergency Management

1. | Coordination of emergency management program and EOP.
2. Staff and manage EOC.
3. Comprehensive all-hazard emergency preparedness planning.
4. Manage all-hazard emergency preparedness training and education.
5. Coordination of incident management and response efforts.
6. Disseminate emergency public information.
7. Preparation and management of Incident Action Plan.
8. Maintain situational awareness.
9. Coordinate assistance from other jurisdictions.
10. Coordinate resource requests through State Operation Center (SOC).
11. Financial management coordination in disasters.
12. Collection, compilation and dissemination of damage assessment reports. |

3.3.2.6 ESF 6 – Mass Care

1. | Status reporting of mass care, shelter, human services activities to SOC.
2. Providing the use of facilities for emergency public education.
3. Providing facilities for emergency housing of evacuees and relief forces.
4. Providing facilities for emergency first aid stations, emergency hospitals, or emergency morgues.
5. Providing personnel for shelter managers and staff.
6. Providing recreation plans for shelter occupants' use during shelter-stay period.
7. Coordinating transportation.
8. Supporting shelter managers.
9. Emergency welfare services.
10. Emergency lodging.
11. Emergency feeding.
12. Emergency clothing.
13. Emergency registration and inquiry.
14. Coordinating services for the area homeless population.
15. Coordinating religious services.

16. Coordinating private welfare groups.
17. Identifying non-English-speaking persons and provisions for translation.
18. Identifying special needs population (by culture, language, or age-specific requirements).
19. Maintaining an up-to-date list and supporting memorandums of agreement (MOAs) with shelter facilities and their points of contact. |

3.3.2.7 ESF 7 – Resource Support

1. Maintaining a list of suppliers, vendors, and items of critical emergency need.
2. Supports volunteer services, County agencies, and municipal governments tracking, providing, and/or requiring resource support.
3. Logistics planning, management and coordination (Mutual Aid).
4. Coordination of incident facilities, equipment and supplies in disasters.
5. Coordination of contract services in disasters (food, water, commodities, and transportation).
6. Status reporting of logistics and resource activities to the SOC. |

3.3.2.8 ESF 8 – Public Health

1. Emergency medical treatment and triage.
2. Emergency medical care information and coordination.
3. Emergency hospital treatment information and coordination.
4. Traditional hospital medical services.
5. Limited on-site decontamination.
6. Identification of local health facilities, including hospitals, clinics, dialysis centers, and nursing or rehabilitation centers, and supplying and using medical and health items.
7. Medical support to shelters.
8. Health advisories.
9. Inoculations for the prevention of disease.
10. Identification of special needs populations, including the elderly and very young, and populations requiring specific life-saving services (e.g., dialysis or assistance with breathing).
11. Assisting with special needs evacuation.
12. Hospital evacuation.
13. Emergency medical transportation.
14. Emergency interment coordination.
15. Sanitation and pest control as required. |

3.3.2.9 ESF 9 – Search & Rescue

1. Coordination of search activities in disasters.
2. Coordination of rescue activities in disasters.
3. Coordination of search and rescue resources. |

3.3.2.10 ESF 10 – Hazardous Materials (HAZMAT)

1. Coordination of hazardous material response activities.
2. Coordination of environmental protection and long term clean up. |

3.3.2.11 ESF 11 – Agriculture

1. Coordination with ESF 6 and County Board of Education for nutrition assistance.
2. Control and eradication of an outbreak of a highly contagious or economically devastating animal/zoonotic disease.
3. Assurance of food safety and food security.
4. Coordination with ESF 6 and ESF 8 for the safety and well-being of household pets during an emergency response or evacuation.
5. Protection of natural and cultural resources and historic properties. |

3.3.2.12 ESF 12 – Energy

1. Assessment, repair and restoration of damaged energy systems and components.
2. Coordinate private sector energy industry and fuel industry restoration efforts.
3. Prepare energy forecast and assessments for disasters.
4. Coordination for fuel resupply of emergency vehicles & generators. |

3.3.2.13 ESF 13 – Public Safety

1. Maintaining law and order.
2. Traffic and crowd control.
3. Protecting vital installations.
4. Controlling and limiting access to the scene of the disaster.
5. Assist with movement restrictions, evacuation, and re-entry coordination.
6. Support transportation strike teams.
7. Supplementing communications.
8. Assisting with all evacuation efforts.
9. Assisting with search and rescue.
10. Security planning and technical resource assistance. |

3.3.2.14 ESF 14 – Recovery

1. Damage, social, and economic impact assessment in disasters.
2. Long-term community recovery assessment and coordination.

3. Analysis of mitigation program activities. |

3.3.2.15 ESF 15 – External Affairs

1. Public information and protective action guidance dissemination.
2. Media and community relations.
3. Coordination of Joint Information Centers.
4. VOAD and donation management. |

3.3.2.16 Local Emergency Planning Committee

1. Furnish information, including maps or materials, as needed, for the EMA Director. This includes Tier II reports and other industry-specific information to produce general detailed planning for chemical, transportation, or industrial accidents.
2. Augment EOC staff as necessary |

3.3.3 State Government Department and Agencies

Support from other State government departments and agencies may be requested through the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) State Operations Center by submitting a Resource Request through WebEOC.

3.3.4 Private Sector Organizations

EOP primary and support agencies coordinate with the private sector to effectively share information, form courses of action, and incorporate available resources to prevent, prepare for, respond to, and recover from disasters and emergencies. |

3.3.4.1 Roles

The roles, responsibilities, and participation of the private sector during a disaster or emergency incident vary based on the nature of the organization and the type and impact of the incident. The roles of private-sector organizations are summarized below.

1. Impacted Organization or Infrastructure

Private-sector organizations may be affected by direct or indirect consequences of the incident, including privately owned critical infrastructure, key resources, and those main private-sector organizations that are significant to regional economic recovery from the incident. Examples of privately owned infrastructure include transportation, telecommunications, private utilities, financial institutions, and hospitals.

2. Response Resource

Private-sector organizations provide response resources (donated or compensated) during an incident - including specialized teams, equipment, and advanced technologies - through public-private emergency plans, mutual aid agreements, or incident specific requests from government and private-sector-volunteer initiatives.

3. Regulated and/or Responsible Party

Owners/operators of certain regulated facilities or hazardous operations may bear

responsibilities under the law for preparing for and preventing incidents from occurring, and responding to an incident once it occurs. For example, some activities are required by law or regulation to maintain emergency preparedness plans, procedures, and facilities and to perform assessments, prompt notifications, and training for a response to an incident.

4. Emergency Organization Member

Private-sector organizations may serve as active partners in emergency preparedness and response organizations and activities.

3.3.4.2 Responsibilities

Private-sector organizations support the EOP (voluntarily or to comply with applicable laws and regulations) by sharing information with the government, identifying risks, performing vulnerability assessments, developing emergency response and business continuity plans, enhancing their overall readiness, implementing appropriate prevention and protection programs, and donating or otherwise providing goods and services through contractual arrangement or government purchases to assist in response to and recovery from an incident.

Certain organizations are required by existing law and regulation to bear the cost of planning and response to incidents, regardless of cause. In the case of an Emergency or disaster, these private-sector organizations are expected to mobilize and employ the resources necessary and available in accordance with their plans to address the consequences of incidents at their own facilities or incidents for which they are otherwise responsible. |

Response Resources

Unless the response role is inherently governmental (e.g., law enforcement, etc.), private-sector organizations are encouraged to develop and maintain capabilities to respond to and manage a complete spectrum of incidents and emergencies. The County Government maintains ongoing interaction with the critical infrastructure and key resource industries to provide coordination for prevention, preparedness, response, and recovery activities. When practical, or when required under law, private-sector representatives should be included in planning and exercises. In some cases, the government may direct private-sector response resources when they have contractual relationships, using government funds. |

3.3.5 Non-Governmental and Volunteer Agencies

Volunteer agencies, such as the American Red Cross, faith-based organizations, and assistive organizations, such as the Salvation Army, are available to give assistance with sheltering, feeding, and other issues, as necessary.

Nongovernmental and volunteer organizations collaborate with first responders, governments at all levels, and other agencies and organizations providing relief services to sustain life, reduce physical and emotional distress, and promote recovery of disaster victims when assistance is not available from other sources. For example, the American Red Cross is an NGO that provides relief at the local level and also supports the Mass Care element of ESF 6. Community-based organizations receive government funding to

provide essential public health services.

The Voluntary Organizations Active in Disaster (VOAD) is a consortium of over 60 recognized organizations of volunteers active in disaster relief. Such entities provide significant capabilities to incident management and response efforts at all levels. For example, the wildlife rescue and rehabilitation activities conducted during a pollution emergency are often carried out by private, nonprofit organizations working with natural resource trustee agencies.

3.3.6 Citizen Involvement

Strong partnerships with citizen groups and organizations provide support for incident management prevention, preparedness, response, recovery, and mitigation.

The US Citizen Corps brings these groups together and focuses efforts of individuals through education, training, and volunteer service to help make communities safer, stronger, and better prepared to address the threats of terrorism, crime, public health issues, and disasters of all kinds.

Citizen Corps

The Citizen Corps works through a Citizen Corps Council that brings together leaders from law enforcement, fire, emergency medical and other emergency management, volunteer organizations, elected officials, the private sector, and other community stakeholders.

Citizen Corps Councils Implement Citizen Corps programs, which include Community Emergency Response Teams (CERTs), Medical Reserve Corps, Neighborhood Watch, Volunteers in Police Service, and the affiliate programs; provide opportunities for special skills and interests; develop targeted outreach for special-needs groups; and organize special projects and community events.

Citizen Corps Affiliate Programs expand the resources and materials available to communities through partnerships with programs and organizations that offer resources for public education, outreach, and training; represent volunteers interested in helping to make their communities safer; or offer volunteer service opportunities to support first responders, disaster relief activities, and community safety efforts.

Other programs unaffiliated with Citizen Corps also provide organized citizen involvement opportunities in support of response to major disasters and other emergencies.

4.0 Continuity of Government (COG)/Continuity of Operations Plan (COOP)

Local governments and jurisdictions must be prepared to continue their minimum essential functions throughout the spectrum of possible threats from natural disasters through acts of terrorism. COG/COOP planning facilitates the performance of local government and services during an emergency that may disrupt normal operations. Contingency plans for the continuity of operations of vital government functions and jurisdictions will allow agencies to continue their minimum essential operations and

maintain authority. These plans include the spectrum of possible threats from natural disasters through acts of terrorism.

Continuity of Government (COG) and Continuity of Operations (COOP) measures will establish lines of personnel succession, ensuring that authority is delegated to appropriate personnel prior to an emergency. Executive office personnel and department managers will identify, notify, and train the individuals next in line. In addition, personnel will be familiar with alert, notification and deployment procedures to provide for command and control of response and recovery operations.

The County Commissioner, with assistance from the EMA director, is responsible for the following, but not limited to:

1. Identifying essential positions and Lines of Succession.
2. Determining essential functions and processes that must be maintained during an emergency or disaster.
3. Establishing measures for the protection and safeguarding of vital records and critical applications.
4. Maintaining essential communications resources.
5. Identification of alternate operating facility and capabilities.
6. Priorities for recovery of processes, functions, critical applications and vital records.

4.1 Succession of Command for Local Government

1. County Commissioner
2. County Administrator
3. County Clerk
4. EMA Director

4.2 Mission Essential Positions

Bartow County executes its mission through numerous separate agencies. The following positions within those agencies are designated as Priority Employees for Bartow County.

1. County Commissioner
2. County Administrator
3. Fire Chief/EMA Director
4. Road Department Director
5. Water System Director
6. County Sheriff
7. Tax Commissioner
8. Information Technology Director

9. Public Information Officer

4.3 Mission Essential Functions and Processes

4.3.1 Mission Essential Functions

When confronting events which disrupt normal operations, Bartow County is committed to providing mission essential functions which must be continued even under the most challenging emergency circumstances. The County Commissioner for Bartow County has identified mission essential functions as only those most critical activities which ensure the safety and security of system users, employees, contractors, and the general public; and support the restoration of internal operations and facilitate emergency response operations.

During activation of the COOP, all activities not identified as essential may be suspended to enable Bartow County to concentrate on providing mission essential functions and building the internal capabilities necessary to increase and eventually restore operations. Appropriate communications regarding restoration of the suspended functions with regular or expected users will be a priority.

Bartow County's mission essential functions, organized by area of responsibility, are identified below in descending order of priority:

1. Emergency Management
2. Law Enforcement
3. Fire/Hazmat services
4. Communications (911)
5. Sheltering, Feeding
6. Medical Services
7. Power, Electricity, Fuel
8. Transportation
9. Water, Wastewater Services
10. Agricultural Services

4.3.2 Mission Essential Processes

Bartow County has also identified essential processes, services, systems, and equipment necessary to support each mission essential function, as well as key personnel required.

Bartow County's mission essential business processes are identified below in **descending order of priority**. Priority 1-5 processes are essential to immediate needs.

1. Emergency Operations Center
2. Public Safety (Law Enforcement, Fire, EMS)
3. 911 Communications

- 4. Public Affairs
- 5. Finance and Administration

Priority 5-9 processes can be deferred until post-event and reconstitution activities. Selected staffing resources supporting Priority 6-10 processes will be cross-trained and redeployed to support and sustain immediate needs to execute Bartow County's role.

- 6. Education services
- 7. Business/Commerce Management
- 8. Non-essential County Operations (Tax assessment, Zoning commission, etc.)
- 9. Hazard Mitigation
- 10. Training

4.4 Relocation of Government

4.4.1 Alternate Facilities

Bartow County recognizes that normal operations may be disrupted and that there may be a need to perform mission essential functions at alternate facilities. The objective of this plan is to assure that the capability exists to continue Bartow County's functions for mission essential internal business processes.

In selecting the alternate facility, Bartow County identified its capability to support mission essential functions. In addition, depending on the emergency conditions, Bartow County also has access to additional facilities that could support essential functions.

To ensure adequate support for personnel located at alternate facilities, Bartow County has addressed requirements for food, transportation, lodging, daycare, and counseling services (if necessary).

Clarence Brown Conference Center has been designated as the primary alternate site for Bartow County. The site is designated as such for the following reasons:

- 1. Existing security access controls.
- 2. Ready access via interstate highway.
- 3. Available configured space and utilities to support pre-positioned equipment and supplies, support center operations and large numbers of staff.
- 4. Minimum essential communications capabilities.
- 5. Capabilities for on-site housing, food service and health care of personnel for sustained operations.

4.4.2 Logistics Support

Logistics support for the alternate site:

1. Cleaning, Sanitation, and trash removal at least once per day.
2. Inventory and prioritize records, documents and information systems vital to COOP; provide for their security, access and redundancy as necessary.
3. Provide for the collection of data during the execution of COOP activities and post event analysis.
4. Develop an after-action report to document the chronology of events and lessons learned.
5. Update COOP plans based on actual operational experience.

4.4.3 Resources Requirements

Resources requirements for the alternate site during COOP issues/incidents:

1. Expansion for temporary workstations to support additional state and/or federal partners (incident dependent)
2. Facility Management Services to include additional electrical power availability, increased HVAC operations due to the increased number of personnel working in the area, cleared access from the parking lots to the building entrances.
3. Security operations to confirm that all personnel entering the facility are authorized.

4.5 Vital Records and Data Management

Preservation of Records addresses the protection of essential records (e.g., vital statistics, deeds, corporation papers, operational plans, resource data, personnel and payroll records, inventory lists, laws, charters, and financial documents) by the appropriate agency following an emergency or disaster. Governments will plan for preservation of succession and delegation of authority and records necessary for carrying out governments legal and financial functions and the protection of legal and financial rights of citizens.

Bartow County has identified vital records and databases, which must be available to support essential functions. Bartow County has also identified vendors and contractors available to support restoration of vital records, systems, and/or processes.

4.5.1 Communications

Communications systems must support connectivity to internal organizations, other agencies, critical customers, and the public. To ensure communications during COOP events, Bartow County has identified primary and alternate modes of communication.

1. Primary: landline and/or Bartow County Government issued cellular telephones, internet e-mail
2. Alternate: backup cellular phones and satellite phones.

4.5.2 Information Technology

1. Wireless network infrastructure support, to include network hardware and connectivity to available internet access.
2. Wired network infrastructure support to include network hardware, connectivity to vendor provided internet access.
3. Prepositioned phones and switches to support wired and wireless network.
4. Establish alternate connectivity to agency resources if HQ is inaccessible via the internet.

4.5.3 Public Information

1. Communicate key messages to help protect citizens.
2. Educate Bartow County citizens on emergency preparedness.
3. Document important information for future use.
4. Provide Public Information Officers for website support, responding to media inquiries, and to be spokespersons for TV/Radio interviews.
5. Constituent/Elected Officials Liaison to respond to inquiries from elected officials and the general public.
6. Administrative support for information technology, publications and general administrative support to staff.

4.5.4 Finance and Administration Section

1. Initiates processing and tracking of expenditures.
2. Assists with the logistical efforts relative to purchasing and travel.
3. Provides internal direction for tracking staff overtime and compensatory time.
4. Provides coordination among affected state agency finance officers relating to event reimbursement process.
5. Coordinates with the County's EMA Office to meet Governor's Office of Planning and Budgeting concerning requirements related to budget authority, state match funding and funding of other state costs incurred because of an event.

4.5.5 Vital Records (Safeguards)

Records and data consist of those documents, publications, and other information regardless of media that are essential to execution of Bartow County's emergency management mission, reconstitution of Bartow County's emergency management infrastructure and the reconstitution of the Bartow County's organization. Records and data management also include provisions for back-up IT (IT) capabilities.

Refer to the Georgia State Government Record Retention Schedule and Policies https://www.georgiaarchives.org/records/retention_schedules

Emergency Operating Records

1. Human resource and financial records are stored in centralized storage location in accordance to Bartow County Records Retention and Storage Policies. Bartow County has systems in place to ensure for secure backup and data recovery. The Bartow County Director of Finance has identified internal records specific to the administration of Bartow County not accessible in state systems and databases. Those financial files are backed-up daily and securely stored in accordance with Bartow County IT procedures.

2. Items essential to the functioning of Bartow County's critical business processes are maintained in hard copies, on network servers and secured back-up system in accordance with Bartow County IT procedures. These records include: local emergency operations plans (LEOPs; documentation associated with declarations of state emergencies as determined by the Public Assistance Division of Bartow County; applications for a state or presidential disaster declaration; recall lists and process specific documentation such as Public Assistance generated document and electronic files for projects and associated financial records necessary for grant administration. These public assistance records are used in conjunction with the data and information available through FEMA.

3. Items essential to the execution of Bartow County's emergency management mission including Geographic Information System (GIS) based data and information products created and maintained by other county and local organizations.

4.5.5.1 Designation of Bartow County Essential Records and Data

The following records are designated as essential to Bartow County's mission.

- a. Local Emergency Operations Plans and Mutual Aid Agreements
- b. COOP
- c. Declarations of Emergency
- d. Requests for and approved State or Presidential Disaster Declarations
- e. EOC Procedures and Protocols
- f. Master Contacts and Recall Lists
- g. Inventories for equipment, communications and IT systems
- h. Delegations of authority for (Name of Jurisdiction)
- i. Strategic and Domestic Preparedness Plans
- j. Threat and Vulnerability Analyses
- k. Training records
- l. Crisis Communication Plan
- m. Pre-scripted Press Releases
- n. Field Coordinator, School Safety, GA DOT road maps
- o. Demographic information on areas within Bartow County

- p. Access to PIER, Master Contacts, and other databases
- q. Necessary financial management tools and documents

4.5.5.2 The Bartow County EMA Director shall:

1. Coordinate with state agencies designated as Priority Organizations to ensure that records and documents needed by those agencies to execute their ESF and EOC responsibilities are available at the EOC or alternate facility as needed.
2. Ensure the alternate site at Clarence Brown Conference Center provides the functional capabilities for Bartow County's mission critical applications and databases.

4.5.5.3 Information Technology Recovery

Bartow County's IT section is responsible for all of Bartow County's information systems, Bartow County is dependent upon the team's ability to implement the IT Incident Response Plan.

Bartow County IT staff shall:

- I. Maintain Primary Site (Location known internally)
- II. Maintain **Hot** Site (Location Known internally)
 - i. Ensure all virtual machines are backed up via Veeam **daily**.
 - ii. Ensure onsite backups are stored on Lenovo SA120 DAS.
 - iii. Ensure ITSRVPENT01 (physical) is backed up using Veeam Endpoint.
 - iv. Ensure All Veeam backups are then replicated to Hot Site.
 - v. Ensure Veeam configuration is backed up **daily**.
 - vi. Test the backups **monthly** with a sample data restore.
 - vii. Monitor the backups.
 - viii. Restore on as needed basis.
 - ix. Ensure Hot Site hosts can handle **mission critical systems**.

5.0 Direction, Control, and Coordination

5.1 Authority to Initiate Actions

The decision to activate the EOP will be made by one the following responsible public official(s) and the on-scene commander within the jurisdiction.

- a. County Commissioner
- b. County Administrator
- c. EMA Director

5.2 Command Responsibility for Specific Actions

5.2.1 General Guidance of Emergency Operations

Direction and control of disaster situations and other emergency operations will be

coordinated from the County EOC, located at 10 Elizabeth Street Cartersville, GA. 30120. |

5.2.2 Direction of Response

Responsible for overall direction of the disaster response activities of all of the jurisdiction's departments and agencies. During emergencies, those responsibilities will be carried out normally from the EOC.

1. The County Commissioner has the responsibility for addressing threats to his or her jurisdiction. This authority shall include, but not be limited to, the declaration of an emergency condition or disaster declaration within the political jurisdiction.
2. EMA Director will act as the chief advisor to the County Commissioner during any declared emergency affecting the people and property of the jurisdiction. Various agencies and departments under the direction of the jurisdiction's EMA Director will conduct emergency operations.
3. Personnel assigned to the following roles will be required to complete NIMS Incident Command System and position specific training within 1 year of being assigned to the position.
 - a. EMA Director
 - b. Deputy EMA Directors
 - c. Incident Commander
 - d. Planning Chief
 - e. Operations Chief
 - f. Logistics Section Chief
 - g. Finance and Administration Chief
 - h. ESF Leads
4. State and Federal officials will coordinate their operations through the jurisdiction's elected or appointed officials or their designated representatives. |

6.0 Information Collection and Dissemination |

Disaster information managed by Bartow County EOC is coordinated through Emergency Support Function representatives located in the EOC. These representatives collect information from and disseminate information to counterparts in the field. These representatives also disseminate information within the EOC that can be used to develop courses of action and manage emergency operations.

Detailed procedures that identify the type of information needed, where it is expected to come from, who uses the information, how the information is shared, the format for providing the information, and specific times the information is needed are maintained at the Bartow County EOC. |

7.0 Communications

Communication protocols and coordination procedures are described in detail in the Bartow County Communications Plan. Please refer to this plan for additional information.

8.0 Administration, Finance, and Logistics

8.1 Appointment of Officials

All departments, offices, or other authorities should appoint personnel who have decision making authority under emergency conditions prior to an event.

8.2 Administration

A large-scale emergency or disaster will place great demands on Bartow County's resources. Distribution of required resources may be made difficult by such emergencies. Coordination with appropriate departments will be conducted to ensure that operational readiness is maintained at all times. Administrative procedures will be conducted in accordance with existing county rules, regulations, and policies.

8.3 Finance

1. Expenditures of county monies for emergency operations will be conducted in accordance with the county ordinance or policy. In addition, state and federal monies may become available to assist in the disaster effort. Accounting for the expenditures of the federal, state, and county monies will be subject to audits, both internally and externally.
2. Individual departments are responsible for collecting, reporting, and maintenance of records documenting disaster costs. The Chief Financial Officer will be responsible for collecting the data from all departments and compiling it for a total cost.

8.4 Logistics

1. Individual government agencies and augmentation forces will utilize and track supplies, operational aids, and transportation under control of their organizations. Additional supplies, transportation, and manpower required will be requested through the County EOC.
2. Resource management including, but not limited to, financial records, reporting, and resource tracking) is included in ESF 7- Resource Support.
3. Augmentation of the response staff will be done in compliance with published Bartow County ordinances.

8.5 Local Agreements and Understandings

1. Bartow Baptist Association
2. American Red Cross of Georgia

9.0 Plan Development and Maintenance

9.1 Development

1. The EMA Director is responsible for coordinating emergency planning.
2. ESF representatives for each agency are responsible for supporting emergency planning.

9.2 Maintenance

9.2.1 Requirements

1. Changes should be made to plans and appendices when the documents are no longer current. Reasons to review and update a plan may include, but are not limited to:
 - a. A major incident
 - b. The impacts of an incident based on an exercise or AAR
 - c. Change in operational resources or elected officials
 - d. Change in the concept of operations for emergencies
 - e. Change in warning and communications systems
 - f. Change in hazards or threats
 - g. Updated planning standards or guidance
 - h. New and/or amended laws and
 - i. Grammatical errors or programmatic changes
2. The EMA Director will maintain, distribute, and update the EOP. Responsible officials in County or municipal agencies should recommend changes and provide updated information periodically (e.g., changes of personnel and available resources). Revisions will be forwarded to people on the distribution list.
3. Directors of supporting agencies have the responsibility of maintaining internal plans, SOPs, and resource data to ensure prompt and effective response to and recovery from emergencies and disasters.

9.2.2 Review and Update

9.2.2.1 Review

All Plans, Policy Manuals, and/or Standard Operating Guides/Procedures are required to be reviewed annually. Any plan “reviewed” will have three potential findings:

1. No Action Required,
2. Partial Update Required (Admin Update), or
3. Full Update Required (Operational or Organizational changes to plan)

If the Plan, Policy Manual, and/or Standard Operating Guide/Procedure has a “No Action Required” finding, then it will be given an automatic 12-month extension. If the

Plan, Policy Manual, and/or Standard Operating Guide/Procedure has an “Update Required” finding, then it will be scheduled for an (Partial or Full) update. Partial Updates will not change the approval date of the original plan.

9.2.2.2 Update

1. Partial update:

Partial Updates are generally categorized as administrative updates or corrections and do not substantially change the original intent and purpose of the plan. Partial updates can be annotated on the Record of Change table of the plan. Those changes will be distributed to those listed on the Distribution List table.

2. Full Update:

All Plans, Policy Manuals, and/or Standard Operating Guides/Procedures are required to be fully updated within 48-months of the Promulgation date. Based on the Review, the original Planning Lead or responsible Section Manager will determine the level or effort of the plan Update. Full Updates require that the formal planning process be used; stakeholder engagement, content review and comment. The entire plan will require a new signature and distribution to those listed on the Distribution List table. All Updates of existing plans will have the following statement inserted in the Record of Changes table (Description of Change column); “This version supersedes Full Name and Date of Plan, which is rescinded.”

3. Rescind:

Any plan that has outlived its usefulness or that has become obsolete may be Rescinded. In consultation with the County Commissioner, the EMA Director may recommend that applicable plan(s) be Rescinded. Any plan scheduled for Rescindment will require formal notification to all plan stakeholders stating that the plan is rescinded.

10.0 Authorities and References

10.1 Legal Authority

10.1.1 Federal

1. The Robert T. Stafford Disaster Relief and Emergency Assistance, Public Law 93-288 as amended
2. 42 USC, Chapter 139 Volunteer Protection

10.1.2 State

1. O.C.G.A. § 38-3 Emergency Management
2. O.C.G.A. § 51-1-29.2 Liability of Persons/Entities Acting During Catastrophic Acts of Nature

10.1.3 Local

1. Bartow County Code 26-29 Declaration of local emergency.

2. Bartow County Code 26-33(c) Authority to waive procedures for purchasing |

10.2 References

10.2.1 Federal

1. Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining State, Territorial, Tribal, and Local Government Emergency Plans, March 2009.
2. Homeland Security Exercise and Evaluation Program (HSEEP), February 2007.
3. National Incident Management System (NIMS), December 2008.
4. National Response Framework, Federal Emergency Management Agency, January 2008.

10.2.2 State

1. Georgia Emergency Operations Plan (GEOP), 2017
2. State of Georgia Continuity of Government Plan, 2017
3. Georgia Emergency Management and Homeland Security Agency Plans Standardization and Maintenance, May 2018

10.2.3 Local

1. Georgia Emergency Management Agency-Homeland Security Statewide Mutual Aid and Assistance Agreement
2. Municipal EOPs
3. Inter-local agreement(s)

|



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Other
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	CVS Sewer Overcharge Refund
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The CVS Pharmacy on West Avenue has been billed for water and sewer service since December 2009. At that time, their one-inch (1”) monthly minimum sewer rate was incorrectly entered as a ten-inch (10”) service, which continued until March 2022; at which time the rate was corrected to be billed at the one-inch rate.</p> <p>The total overage paid by CVS for this time is \$41,258.61. We have contacted the proper authority at CVS Health and have determined they would prefer a refund check rather than an account credit.</p> <p>I recommend refunding CVS health \$41,258.61, which will be paid from the sewer service revenue account 505.3300.71.4571.</p>
LEGAL:	N/A

Doc Date	Year	Month	Doc Number	Monthly Charge	Monthly Charge
3/3/2022	2022	3	BILL00004583706	380.82	23.16
2/3/2022	2022	2	BILL00004563164	380.82	23.16
1/5/2022	2022	1	BILL00004542646	380.82	23.16
12/3/2021	2021	12	BILL00004523830	380.82	23.16
11/3/2021	2021	11	BILL00004506172	380.82	23.16
10/5/2021	2021	10	BILL00004485696	380.82	23.16
9/3/2021	2021	9	BILL00004463592	380.82	23.16
8/4/2021	2021	8	BILL00004445442	380.82	23.16
7/6/2021	2021	7	BILL00004417343	380.82	23.16
6/3/2021	2021	6	BILL00004398342	380.82	23.16
5/5/2021	2021	5	BILL00004375849	380.82	23.16
4/5/2021	2021	4	BILL00004358142	380.82	23.16
3/3/2021	2021	3	BILL00004338100	380.82	23.16
2/3/2021	2021	2	BILL00004317692	380.82	23.16
1/6/2021	2021	1	BILL00004299354	380.82	23.16
12/3/2020	2020	12	BILL00004281048	380.82	23.16
11/4/2020	2020	11	BILL00004256189	380.82	23.16
10/5/2020	2020	10	BILL00004238666	380.82	23.16
9/4/2020	2020	9	BILL00004217236	380.82	23.16
8/5/2020	2020	8	BILL00004199693	380.82	23.16
7/6/2020	2020	7	BILL00004181813	380.82	23.16
6/4/2020	2020	6	BILL00004162528	380.82	23.16
5/5/2020	2020	5	BILL00004142490	380.82	23.16
4/3/2020	2020	4	BILL00004124364	380.82	23.16
3/4/2020	2020	3	BILL00004106515	380.82	23.16
2/4/2020	2020	2	BILL00004089110	380.82	23.16
1/6/2020	2020	1	BILL00004071715	380.82	23.16
12/3/2019	2019	12	BILL00004052800	380.82	23.16
11/4/2019	2019	11	BILL00004035512	380.82	23.16
10/4/2019	2019	10	BILL00004011500	380.82	23.16
9/4/2019	2019	9	BILL00003994232	380.82	23.16
8/5/2019	2019	8	BILL00003976517	380.82	23.16
7/3/2019	2019	7	BILL00003959075	380.82	23.16
6/4/2019	2019	6	BILL00003940890	362.84	22.06
5/3/2019	2019	5	BILL00003921650	362.84	22.06
4/4/2019	2019	4	BILL00003904562	362.84	22.06
3/5/2019	2019	3	BILL00003887482	362.84	22.06
2/4/2019	2019	2	BILL00003869471	362.84	22.06
1/4/2019	2019	1	BILL00003850481	362.84	22.06
12/4/2018	2018	12	BILL00003833449	362.84	22.06
11/5/2018	2018	11	BILL00003816526	362.84	22.06
10/3/2018	2018	10	BILL00003799671	362.84	22.06
9/6/2018	2018	9	BILL00003781675	362.84	22.06
8/3/2018	2018	8	BILL00003761487	362.84	22.06
7/5/2018	2018	7	BILL00003742625	362.84	22.06
6/6/2018	2018	6	BILL00003725836	337.53	20.52

5/4/2018	2018	5	BILL00003707634	337.53	20.52
4/4/2018	2018	4	BILL00003688095	337.53	20.52
3/5/2018	2018	3	BILL00003668543	337.53	20.52
2/5/2018	2018	2	BILL00003651340	337.53	20.52
1/4/2018	2018	1	BILL00003634594	337.53	20.52
12/4/2017	2017	12	BILL00003611960	337.53	20.52
11/3/2017	2017	11	BILL00003594460	337.53	20.52
10/4/2017	2017	10	BILL00003576707	337.53	20.52
9/5/2017	2017	9	BILL00003559898	337.53	20.52
8/4/2017	2017	8	BILL00003539770	337.53	20.52
7/5/2017	2017	7	BILL00003523194	337.53	20.52
6/5/2017	2017	6	BILL00003505095	313.98	19.09
5/3/2017	2017	5	BILL00003488533	313.98	19.09
4/4/2017	2017	4	BILL00003471963	313.98	19.09
3/3/2017	2017	3	BILL00003454460	313.98	19.09
2/3/2017	2017	2	BILL00003437105	313.98	19.09
1/5/2017	2017	1	BILL00003417906	313.98	19.09
12/5/2016	2016	12	BILL00003398553	313.98	19.09
11/4/2016	2016	11	BILL00003382194	313.98	19.09
10/4/2016	2016	10	BILL00003361028	313.98	19.09
9/6/2016	2016	9	BILL00003344739	313.98	19.09
8/4/2016	2016	8	BILL00003328065	313.98	19.09
7/6/2016	2016	7	BILL00003310047	313.98	19.09
6/3/2016	2016	6	BILL00003293799	292.07	17.76
5/4/2016	2016	5	BILL00003277600	292.07	17.76
4/5/2016	2016	4	BILL00003257546	292.07	17.76
3/4/2016	2016	3	BILL00003241475	292.07	17.76
2/4/2016	2016	2	BILL00003225432	292.07	17.76
1/6/2016	2016	1	BILL00003204746	292.07	17.76
12/4/2015	2015	12	BILL00003185201	292.07	17.76
11/4/2015	2015	11	BILL00003167247	292.07	17.76
10/6/2015	2015	10	BILL00003147745	292.07	17.76
9/4/2015	2015	9	BILL00003130939	292.07	17.76
8/5/2015	2015	8	BILL00003113860	292.07	17.76
7/7/2015	2015	7	BILL00003096902	292.07	17.76
6/4/2015	2015	6	BILL00003076874	278.16	16.91
5/4/2015	2015	5	BILL00003061205	278.16	16.91
4/6/2015	2015	4	BILL00003045562	278.16	16.91
3/5/2015	2015	3	BILL00003029888	278.16	16.91
2/4/2015	2015	2	BILL00003010085	278.16	16.91
1/5/2015	2015	1	BILL00002991557	278.16	16.91
12/3/2014	2014	12	BILL00002975943	278.16	16.91
11/4/2014	2014	11	BILL00002958265	278.16	16.91
10/3/2014	2014	10	BILL00002942626	278.16	16.91
9/4/2014	2014	9	BILL00002927339	278.16	16.91
8/4/2014	2014	8	BILL00002911724	278.16	16.91
7/3/2014	2014	7	BILL00002896298	278.16	16.91

6/4/2014	2014	6	BILL00002880856	258.75	16.10
5/5/2014	2014	5	BILL00002863392	258.75	16.10
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3/5/2014	2014	3	BILL00002832520	258.75	16.10
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1/6/2014	2014	1	BILL00002800208	258.75	16.10
12/4/2013	2013	12	BILL00002781798	258.75	16.10
11/4/2013	2013	11	BILL00002766440	258.75	16.10
10/4/2013	2013	10	BILL00002751123	258.75	16.10
9/4/2013	2013	9	BILL00002730822	258.75	16.10
8/5/2013	2013	8	BILL00002713658	258.75	16.10
7/3/2013	2013	7	BILL00002696630	258.75	16.10
6/5/2013	2013	6	BILL00002681156	225.00	14.00
5/6/2013	2013	5	BILL00002663015	225.00	14.00
4/4/2013	2013	4	BILL00002647671	225.00	14.00
3/5/2013	2013	3	BILL00002630182	225.00	14.00
2/5/2013	2013	2	BILL00002613023	225.00	14.00
1/4/2013	2013	1	BILL00002594636	225.00	14.00
12/5/2012	2012	12	BILL00002579369	225.00	14.00
11/5/2012	2012	11	BILL00002562930	225.00	14.00
10/5/2012	2012	10	BILL00002547918	225.00	14.00
9/5/2012	2012	9	BILL00002532538	225.00	14.00
8/6/2012	2012	8	BILL00002515010	225.00	14.00
7/5/2012	2012	7	BILL00002498103	225.00	14.00
6/5/2012	2012	6	BILL00002482867	225.00	14.00
5/4/2012	2012	5	BILL00002467623	225.00	14.00
4/5/2012	2012	4	BILL00002449397	225.00	14.00
3/5/2012	2012	3	BILL00002433928	225.00	14.00
2/6/2012	2012	2	BILL00002418721	225.00	14.00
1/5/2012	2012	1	BILL00002403491	225.00	14.00
12/5/2011	2011	12	BILL00002385685	225.00	14.00
11/3/2011	2011	11	BILL00002368493	225.00	14.00
10/5/2011	2011	10	BILL00002349039	225.00	14.00
9/6/2011	2011	9	BILL00002333801	225.00	14.00
8/4/2011	2011	8	BILL00002318761	225.00	14.00
7/5/2011	2011	7	BILL00002303529	225.00	14.00
6/3/2011	2011	6	BILL00002288333	225.00	14.00
5/5/2011	2011	5	BILL00002273077	225.00	14.00
4/5/2011	2011	4	BILL00002257048	225.00	14.00
3/3/2011	2011	3	BILL00002239818	225.00	14.00
2/3/2011	2011	2	BILL00002218575	225.00	14.00
1/4/2011	2011	1	BILL00002200873	225.00	14.00
12/3/2010	2010	12	BILL00002185504	225.00	14.00
11/3/2010	2010	11	BILL00002169813	225.00	14.00
10/5/2010	2010	10	BILL00002154179	225.00	14.00
9/3/2010	2010	9	BILL00002138857	225.00	14.00
8/4/2010	2010	8	BILL00002123558	225.00	14.00

7/2/2010	2010	7	BILL00002108257	225.00	14.00
6/4/2010	2010	6	BILL00002092732	225.00	14.00
5/4/2010	2010	5	BILL00002077174	225.00	14.00
4/6/2010	2010	4	BILL00002061415	225.00	14.00
3/4/2010	2010	3	BILL00002046154	225.00	14.00
2/4/2010	2010	2	BILL00002030926	225.00	14.00
1/5/2010	2010	1	BILL00002015743	225.00	14.00
12/4/2009	2009	12	BILL00002000410	217.50	13.53
				44354.52	2715.09
			3/3/22 Bill voided and correct amount billed	43973.70	2715.09
			Difference:	41639.43	
			Amount owed to account	41258.61	



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 2, 2022
SUBCATEGORY:	Change Order
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Water Tank Painting Project Closeout
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The 5-million-gallon steel, water storage tank on Fairview Street has been re-coated in accordance with contract documents, as approved on May 20, 2021. This contract with Utility Service Company, Inc. was approved for \$546,200.00.</p> <p>After all material quantities and work have been reconciled, the final project cost is \$511,200.00. This represents a \$35,000.00 credit to the City from project contingencies which went unused.</p> <p>I request Council approval for the Mayor to sign the final change order to close the project.</p>
LEGAL:	N/A

WIEDEMAN AND SINGLETON, INC.
CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN
PETER JOHNS
CARL SCHNEIDER

3091 GOVERNORS LAKE DRIVE
SUITE 430
NORCROSS, GEORGIA 30071

PETER SNYDER
HAROLD WIEDEMAN

131 EAST MAIN STREET
SUITE 300
ROCK HILL, SOUTH CAROLINA 29730

WWW.WIEDEMAN.COM

May 23, 2022

Mr. J. Sidney Forsyth
City of Cartersville
P.O. Box 1390
148 Walnut Grove Road
Cartersville, GA 30120

Re: Water Treatment Plant
Fairview Tank Exterior Painting
Pay Estimate No.03-Final
City of Cartersville, GA
W&S Project #027-20-140

Dear Mr. J. Sidney Forsyth:

Based on our observations of our resident engineer, contractor certifications, material testing reports, and other data, the referenced project was, to the best of our knowledge, constructed in substantial conformance with the contract plans and specifications. As such, we recommend final payment to the Contractor in the amount of \$ 64,638.00 as shown on the final pay application (Pay estimate #03- Final). Please execute and forward one copy of the Final Change Order #1-Final, attached, back to us for our records.

We have also enclosed for your records Utility Service Co., Inc.'s Sworn Statement for Final Payment. Please keep us informed of any problems which may arise during the warranty period.

Sincerely,
WIEDEMAN AND SINGLETON, INC.



Ahmed An-naim, P.E.

Enclosures

CONTRACT MODIFICATION

Owner: CITY OF CATERSVILLE, GEORGIA

Contractor: UTILITY SERVICE CO. INC. (SUEZ)

Change Order No. 1-FINAL

Date: May 19, 2022

Project: FAIRVIREW TANK EXTERIOR PAINTING

W&S Project No.: 027-20-140

Owners Project No.: 505.3310.54.3401

Description of Changes:

- 1. To adjust the contract to conform to the final adjusted quantities

Reason for Change:

- 1. To close the project out

	<u>Total Contract Cost</u>
Original Contract Amount	\$ 546,000.00
Final Quantity Summary, Total net Deduct	<u>\$ (35,000.00)</u>
Revised Final Contract Amount	\$ 511,200.00

This Change is Acceptable To: UTILITY SERVICE CO. INC. (SUEZ), Contractor

Signed:  Title Director of Estimating & Bid Dept. Date: 05/19/2022

Approval of Change Requested By: CITY OF CARTERSVILLE, GEORGIA, Owner

Signed: _____ Title _____ Date: _____

Recommended By: WIEDEMAN AND SINGLETON, INC., Engineer

Signed:  Title Project Manager Date: 5/23/2022

CORRESPONDENCE RELATED TO CHANGE ORDER NO. 1-FINAL

EXHIBIT 1

FINAL QUANTITY SUMMARY

Project Name: FAIRVIREW TANK EXTERIOR PAINTING

W&S Project Number: 027-20-140

Contractor: UTILITY SERVICE CO. INC. (SUEZ)

Owner's Contract No. : 505-3320-54-3401

Council Approval Date: 5/20/2021

Project Final Close-out Change Order

For Period 7/6/2021 THROUGH 5/19/2022 (End)

SECTION I - Unit Prices

CONTRACT LINE ITEMS		CONTRACT AMOUNTS BY LINE ITEM				COMPLETED		AMOUNT
ITEM NUMBER	DESCRIPTION OF ITEM	QUANTITY	UNIT	COST PER UNIT	TOTAL ITEM COST	QUANTITY	TOTAL COST	OVER/UNDER
1	Exterior Coating Removal/Replacement	1	LS	\$ 426,660.00	\$ 426,660.00	1	\$ 426,660.00	\$ -
2	Pipe, Valves and Appurtenances Coating Removal/Replacement	1	LS	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -
3	Tank Washout	1	LS	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00	\$ -
4	Existing Concrete Cleaning	1	LS	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -
5	Exterior Ladder Installation	38	VF	\$ 80.00	\$ 3,040.00	38	\$ 3,040.00	\$ -
6	Exterior Safety Climb Device Installation	1	LS	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ -
7	Ladder Gate Installation	1	LS	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ -
8	Vent Removal and Replacement	1	LS	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00	\$ -
9	Heat Trace & Insulate 8-inch Drain	1	LS	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -
Section I Total					\$ 511,200.00		\$ 511,200.00	\$ -

SECTION II - Contingency

CONTRACT LINE ITEMS		CONTRACT AMOUNTS BY LINE ITEM				COMPLETED		AMOUNT
ITEM NUMBER	DESCRIPTION OF ITEM	QUANTITY	UNIT	COST PER UNIT	TOTAL ITEM COST	QUANTITY	TOTAL COST	OVER/UNDER
1	Contingency Allowance	1.00	LS	\$ 20,000.00	\$ 20,000.00	0.00	\$ -	\$ (20,000.00)
Section II Total					\$ 20,000.00		\$ -	\$ (20,000.00)

SECTION III - Extra Work

CONTRACT LINE ITEMS		CONTRACT AMOUNTS BY LINE ITEM				COMPLETED		AMOUNT
ITEM NUMBER	DESCRIPTION OF ITEM	QUANTITY	UNIT	COST PER UNIT	TOTAL ITEM COST	QUANTITY	TOTAL COST	OVER/UNDER
1	Miscellaneous Field Welding	50	LF	\$ 180.00	\$ 9,000.00	0.00	\$ -	\$ (9,000.00)
2	Miscellaneous Structural Steel	1	TON	\$ 12,000.00	\$ 6,000.00	0.00	\$ -	\$ (6,000.00)
Section III Total					\$ 15,000.00		\$ -	\$ (15,000.00)

Sections I-III Grand Total **\$ 546,200.00** **\$ 511,200.00** **\$ (35,000.00)**

SWORN STATEMENT FOR FINAL PAYMENT

STATE OF Georgia)
) SS
COUNTY OF Bartow)

Affiant Apurv Aggarwal, being duly sworn, deposes and states that he is of Utility Service Co., Inc. the General Contractor, for Construction of Fairview Tank Exterior Painting, and that he is duly authorized to make this affidavit on behalf of said Contractor and that he has positive knowledge of the facts herein stated.

Affiant states that the work contracted for under said Contract has been fully completed, and that all materials furnished to said Contractor and used in said work have been fully paid for, based on payments received.

Affiant further states that all labor and material used in the prosecution of the work under said Contract has been fully paid for, and all subcontractors, employees, and furnishers of machines, equipment, tools, materials and labor have each been paid in full, based on payment received.

IN TESTIMONY WHEREOF, I have hereunto affixed my signature this 23rd day of May, 2022.

Apurv Aggarwal, Director of Estimating & Bid Department
Signature

Subscribed and sworn to before me Apurv Aggarwal on May 23, 2022. Name Date

Cristyl Smith
My commission expires 9/19/2025



END OF SECTION

Application and Certificate for Payment

AIA Document G702

Meeting: June 2, 2022 Item 24.

Page 1 of 2

Owner: City of Cartersville, GA
Engineer: Wiedman & Singleton Att: Ahmen An-Naim
 3091 Governors Lake Dr. Suite 430
 Norcross, GA 30071

Application No: 3 Final
Period To: 5/19/2022
Proj #: 154154
SR#: 1337541

Distribution to:
Owner:
Engineer:
Contractor:

Project: Fairview Tank Exterior Painting
From Contractor: SUEZ | ADVANCED SOLUTIONS
 UTILITY SERVICE CO., INC.
 P.O. BOX 1350
 PERRY, GA 31069

Remit To: UTILITY SERVICE CO., INC
 PO BOX 207362
 DALLAS, TX 75320-7362

Council Approval Date: 5/20/2021
City Project Account #: 505-3320-54-3401

Contractor Application for Payment

Application is made for payment as shown in connection with the Contract Continuation Sheet, AIA Document G703

Owner's Project Number: 505-3320-54-3401
Council Approval Date: 44336

1	Original Contract Sum	\$	546,200.00
2	Net Changes by Change Order	\$	(35,000.00)
3	Contract Sum to Date	\$	511,200.00
4	Work Completed to Date	\$	511,200.00
5	Stored Materials	\$	-
6	Total Completed & Stored to Date: (Column G on G703)	\$	511,200.00
7	Retainage:		
	a. 10% of Completed Work	\$	-
	b. % of Stored Material (Column F on G703)	\$	-
	Total Retainage	\$	-
8	Total Earned Less Retainage	\$	511,200.00
9	Less Previous Certificates for Payment	\$	446,562.00
10	Current Payment Due	\$	64,638.00
11	Balance To Finish, Including Retainage	\$	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work Covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Suez Advanced Solutions (Utility Service Co. Inc.)
By: Ahmen An-Naim
Notary: Cristyl Smith **Date:** 5/19/2022
State of: Georgia **Title:** Director of Estimation & Bid Der
County of: Peach

Subscribed and sworn to before me this the 19th day of May, 2022

Engineer's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ 64,638.00

(Attach explanation is amount certified differs form the amount applied for, INITIAL ALL figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)

Engineer: Wiedeman and Singleton, Inc.

By: Ahmen An-Naim Digitally signed by Ahmed An-Naim
 Date: 2022.05.23 10:26:48-04'00' **Date:** 5/23/2022

(This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor Named herein. Issuance payment and acceptance of payment are without prejudice to any right Of the Owner or Contractor under this Contract.)

Change Order Summary	Additions	Deductions
Total changes approved in previous month by Owner	\$0.00	\$0.00
Total approved for this month CO#1	\$0.00	-\$35,000.00
Totals	\$0.00	-\$35,000.00
Net Changes by Change Order		-\$35,000.00



Continuation Sheet

City of Cartersville, GA

AIA Documents G 702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached in tabulations below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

Application No: 3 Final
 Application Date: 5/19/2022
 Period To: 5/19/2022
 Proj #: 154154
 SR#: 1337541

A	B	C	D	E	F	G	H	I	
Work Completed									
Item #	Description of Work	Scheduled Value	From Previous Application (D + E)	This Period	Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G/C)	Balance to Finish	Retainage (If Variable Rate)
1.A	Exterior Surface Prep and Prime Coat	\$ 172,300.00	\$ 172,300.00	\$ -	\$ -	\$ 172,300.00	100%	\$ -	\$ 17,230.00
1.B	Exterior Intermediate Coat	\$ 75,400.00	\$ 75,400.00	\$ -	\$ -	\$ 75,400.00	100%	\$ -	\$ 7,540.00
1.C	Exterior Finish Coat	\$ 129,500.00	\$ 129,500.00	\$ -	\$ -	\$ 129,500.00	100%	\$ -	\$ 12,950.00
1.D	Containment	\$ 49,460.00	\$ 49,460.00	\$ -	\$ -	\$ 49,460.00	100%	\$ -	\$ 4,946.00
2	Pipe, Valves and Appurtenances Coating	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100%	\$ -	\$ 1,000.00
3	Tank Washout	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	100%	\$ -	\$ 4,000.00
4	Existing Concrete Cleaning	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100%	\$ -	\$ 1,000.00
5	Ladder Installation (\$80/ft for 38 ft)	\$ 3,040.00	\$ 1,520.00	\$ 1,520.00	\$ -	\$ 3,040.00	100%	\$ -	\$ 304.00
6	Exterior Safety Climb Installation	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	100%	\$ -	\$ 250.00
7	Ladder gate Installation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	100%	\$ -	\$ 100.00
8	Vent Removal and Insallation	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	100%	\$ -	\$ 800.00
9	Heat trace & Insulate 8-inch Drain	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	100%	\$ -	\$ 1,000.00
Section II: Contingecy									
1	Contingency Allowance	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 20,000.00	\$ -
Section III: Extra Work									
1	Micellaneuos Field Welding (50 LF / \$180 each)	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,000.00	\$ -
2	Micellaneous Structural Steel Repair (0.5 ton)	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,000.00	\$ -
CO#1	Reconciling change order	\$ (35,000.00)	\$ -	\$ -	\$ -	\$ -	0%	\$ (35,000.00)	\$ -
Retainage									
Totals		\$ 511,200.00	\$ -	\$ 15,020.00	\$ -	\$ 511,200.00	100%	\$ -	\$ -