



CARTERSVILLE
CITY COUNCIL MEETING
Council Chambers, Third Floor of City Hall
Thursday, November 02, 2023 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:

Keith Lovell

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. October 19, 2023

SECOND READING OF ORDINANCES

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

PUBLIC HEARING - 2ND READING OF ZONING/ANNEXATION REQUESTS

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

CONTRACTS/AGREEMENTS

4. 49 Westover Lane Distributed Generation Agreement

5. Salem Trust Revised Fee Amendment

6. Matthew Hill Park Stadium Steps Renovation

7. Opioid Litigation Representation

BID AWARD/PURCHASES

8. Gas Meter Purchase

9. New Vehicles for Police Department

10. Flock LPR Invoice

11. 2024 City Calendar Bids

12. Matthews Garage Repair Invoice

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:	November 2, 2023
SUBCATEGORY:	Council Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	October 19, 2023
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from October 19, 2023, have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
City Hall – Council Chambers
October 19, 2023
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:06 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Wren made a motion to go into Executive Session for the purposes of Property/Potential Litigation. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 5-0 (Hodge absent)

Mayor Santini closed Work Session at 6:46 P.M.

OPENING MEETING

Mayor Santini called the Council Meeting to order at 7:00 P.M.

Invocation by Council Member Cooley.

Pledge of Allegiance led by the Metro Atlanta Young Marines.

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, City Attorney.

Absent:

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. October 5, 2023, Council Meeting Minutes

Council Member Fox made a motion to approve the September 21, 2023, Council Meeting Minutes. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

PROCLAMATIONS

2. Red Ribbon Week

Mayor Santini stated this proclamation is to raise awareness about the dangers of illicit drug use and promote healthy, drug-free lifestyles.

Karl Lutjens, 114 Old Mill Rd., representative of Southland Engineering, came forward to give an overview of the topography and usage of the area. Of the total 1,947 acres, the first phase will only utilize 80 acres.

Harris Thompson, 219 Bates Rd., came forward and stated he was in favor of the project.

Tom Lewis, 436 Bates Rd., came forward and stated he was in favor of the project.

Mr. Blaylock returned to the podium and stated he was in opposition to the project.

James Hardy, 72 Bates Rd., came forward and stated he was in favor of the project.

Jack House, 539 Old Alabama Rd., came forward and stated he was in opposition to the project.

Mr. Bowen responded to Mr. House's concerns about the environmental impact and stated they were aware and would ensure that the environmental impact would be minimal.

With no one else to speak for or against the application, the public hearing was closed.

This was a first reading and will be voted on at the November 2, 2023, City Council Meeting.

CONTRACT/AGREEMENTS

5. Life and Disability

Dan Porta, City Manager, stated Jay Milam with Peachtree Planning has provided the renewal of life, short-term, and long-term disability insurance coverage through Equitable, with whom the city has had coverage since 2021. Equitable has agreed to renew at the same rates with a two-year rate guarantee, and approval was recommended for this insurance renewal through Equitable.

Council Member Wren made a motion to approve the Life and Disability Agreement. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

6. Retiree Medical Insurance Renewal

Mr. Porta stated United Healthcare has been providing our retiree insurance coverage for many years. We have received their proposal to move to the United Healthcare Group Medicare Advantage (PPO) plan for 2024, which has more coverage available to our retirees. After reviewing the renewal options and discussing with a city retiree, approval was recommended to renew with United Healthcare for Group Medicare Advantage insurance coverage for 2024.

Council Member Fox made a motion to approve the Retiree Medical Insurance Renewal. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 6-0

7. Distribution Tree Trim/Clearing Easement with Georgia Power

Mr. Porta stated Georgia Power has approached the city regarding an easement to allow them to maintain the tree height on a parcel near River Shoals owned by the city. The Gas Department has reviewed the easement and doesn't have concerns or objections with the easement with Georgia Power. Therefore, approval was recommended of this easement.

Council Member Wren made a motion to approve the Distribution Tree Trimming/Clearing Easement with Georgia Power. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

8. Assignment and Assumption Agreement

Michael Dickson, Gas Department Director, stated as part of the City's membership in the Gas Authority (MGAG) and to comply with the Federal Energy Regulatory Commission's (FERC) rules, the Gas System is requesting to transfer ownership of an existing natural gas pre-pay contract with the Tennessee Energy Acquisition Corporation (TEAC) to the Gas Authority. The logistics and billing associated with the contract will be handled by the Gas Authority until the contract's end date of December 2026. The City will, however, still realize the full discount amount for the remainder of the contract period.

Council Member Fox made a motion to approve the Assignment and Assumption Agreement. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 6-0

BID AWARD/PURCHASES

9. Towable Compressors

Mr. Dickson stated the Gas System had two air compressors that were towable and used for powering jackhammers, tapping machines, and various other pneumatic tools. These compressors were purchased in 1999 and 2000 respectively, and now need to be replaced due to mechanical issues and the unavailability of parts. The Gas System requested quotes from different suppliers and received three in total. Out of all the quotes received, Yancey Rents of Austell, GA provided the lowest quote of \$48,000.00 for two compressors. As these are budgeted items, it was recommended that Council approve the purchase of the new compressors.

Council Member Fox made a motion to approve the Towable Compressor Purchase. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

Council Member Wren made a motion to add seven (7) items to the agenda. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 6-0

10. Asbestos Abatement

Freddy Morgan, Assistant City Manager, stated this is a request to approve an agreement with Azalea Environmental LLC to perform asbestos abatement at a cost of \$8,000.01 at the Electric Department administrative facility located at 320 S. Erwin Street.

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

11. Self-Contained Breathing Apparatus Purchase

Scott Carter, Fire Chief, requested approval to purchase 12 Self Contained Breathing Apparatus (SCBA), bottles, and masks. This equipment is for the three fire vehicles currently under construction and will arrive in the spring. We are requesting this equipment now due to long lead times and the anticipated price increase in the future. We have sought bids from all authorized vendors for the brand we use, SCBA, and received two quotes. American Safety & Firehouse quoted \$87,600.00, and Municipal Emergency Services quoted \$91,888.56. This is a budgeted request, and approval was recommended of the low quote of \$87,600.00 from American Safety and Fire.

Council Member Fox made a motion to approve the Self-Contained Breathing Apparatus Purchase. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 6-0

12. Atlanta Regional Commission Payment

Sidney Forsyth, Water Department Director, stated on August 2, 2018, the city entered into a Memorandum of Agreement (MOA) with the Atlanta Regional Commission (ARC) in order to be included in attorney-client privileged meetings and discussions regarding water supply allocation by the Corps of Engineers in Lake Allatoona. The City's portion of the 2023 invoice is \$37,500. Council approval is recommended to pay invoice #9372 to the Atlanta Regional Commission in the amount of \$37,500. This is a budgeted item and will be paid from account 505-3310-54-2336.

Council Member Wren made a motion to approve the Atlanta Regional Commission Payment. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 6-0

RESOLUTIONS

13. Plumbing Code Amendment Resolution

Mr. Forsyth stated as a member of the Metropolitan North Georgia Water Planning District, the city must adopt certain ordinances and amendments in order to remain in compliance with the District's Water Resources Management Plan. Compliance enforcement is accomplished through the Georgia EPD's water system permitting authority.

The attached plumbing code amendment requiring low-flow fixtures was adopted by the District's Governing Board as part of the current Water Resources Management Plan in December 2022.

Council Member Stepp made a motion to approve the Plumbing Code Amendment Resolution. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

ADDED ITEMS

14. Condemning Hamas Terrorism Resolution

Council Member Roth recommended approval of the resolution.

Council Member Fox made a motion to approve the Condemning Hamas Terrorism Resolution. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 6-0

Reference Resolution # 36-23

15. General Addendum to the 1967 Pension Plan

Mr. Porta stated Georgia Municipal Association made some changes and approval was recommended.

16. General Addendum to the 2017 Pension Plan

Mr. Porta stated Georgia Municipal Association made some changes and approval was recommended.

Council Member Fox made a motion to approve the General Addendum to both the 1967 and 2017 Pension Plan. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 6-0

17. Certificate of Dedication for Everton Estates Phase 3

Keith Lovell, City Attorney, stated this Certificate of Dedication was for the water and sewer lines in Everton Estates, Phase 3.

Council Member Fox made a motion to approve the Certificate of Dedication for Everton Estates Phase 3. Council Member Roth seconded the motion. Motion carried unanimously. Vote 6-0

18. Certificate of Dedication for Cartersville Commerce Center

Mr. Lovell stated this Certificate of Dedication was for the water and sewer lines at the Cartersville Commerce Center.

Council Member Wren made a motion to approve the Certificate of Dedication for the Cartersville Commerce Center. Council Member Roth seconded the motion. Motion carried unanimously. Vote 6-0

19. Anti-Litem Notice Denial

Mr. Lovell stated that his office had received an anti-litem notice from Greene Legal Group, LLC concerning Jason Barron’s alleged claims against the City relating to an incident that occurred around July 6, 2023. Furthermore, Mr. Lovell suggested to deny the anti-litem notice.

Council Member Wren made a motion to deny the anti-litem notice. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

MONTHLY FINANCIAL STATEMENT

20. August 2023 Financial Report

Tom Rhinehart, Finance Director, reviewed the August 2023 Financial Report and compared the numbers to August 2022.

OTHER

Nicholas Davidson, 907 Stonehaven Cir., came forward and stated that he represented Virtue Recovery Services, LLC. His goal was to gain resources and contacts to help him serve our community to a greater extent.

He ultimately is looking to help individuals obtain and sustain long term sobriety by incorporating new skills and tools to become healthy defenses that combat the disease of addiction to a greater extent.

Mr. Lovell was able to provide Mr. Davidson with contacts in our community who would be able to assist in his request.

CLOSING

In closing, Mayor Santini stated that on Saturday, October 21, 2023, the Greg Anderson Walk would be held at Pine Mountain Park. Continuing, Mayor Santini congratulated the Cartersville Canes Girls Softball team. They are in the Final 8.

ADJOURNMENT

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

Meeting Adjourned at 8:42 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 2, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	T23-04. Amendments to the Zoning ordinance. Applicant: Switch, LTD. Representative: Brandon Bowen, Esq.
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Text Amendment to Chapter 26, of the City’s Zoning Ordinance, to create a new zoning district, Technology (T) Zoning District. This district would allow data centers and associated uses.</p> <p>Planning Commission recommended approval.</p>
LEGAL:	N/A

MEMO

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

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

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

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

JENKINS, BOWEN & WALKER, P.C.

ATTORNEYS AT LAW

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

15 SOUTH PUBLIC SQUARE
CARTERSVILLE, GEORGIA 30120-3350

TELEPHONE
(770) 387-1373

FACSIMILE
(770) 387-2396

www.jbwpc.com

August 17, 2023

Mr. David Hardegree
City Planner
City of Cartersville, Georgia

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

Greetings David,

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

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

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

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

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

Very truly yours,

JENKINS, BOWEN & WALKER, P.C.



Brandon L. Bowen

Enclosures

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

Case Number: _____
Date Received: 8/17/23

Public Hearing Dates:

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

APPLICANT INFORMATION

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

1. Existing Text to be Amended: See Exhibit A

Article _____, Section _____, Subsection _____

Existing Text Reads as Follows: _____

2. Proposed Text: See Exhibit A

Proposed Text Reads as Follows: _____

(Continue on additional sheets as needed)

3. Reason(s) for the Amendment Request: _____

To create a new Technology District

(Continue on additional sheets as needed)

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

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

Requirements

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

EXHIBIT A
Proposed Text Amendment

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

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

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

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

Sec. 9.7. Technology (T) district.

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

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

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

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

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

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

9.7.3. *Development standards.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4.29. Standards for communication towers.

4.29.1. *General requirements.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.29.5. *Exemptions.*

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

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

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

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

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

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

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

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

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

9.7.5 Technology Park Sound Ordinance

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

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

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

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 2, 2023
SUBCATEGORY:	Public Hearing – 2 nd Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z23-03. Rezoning Application. Applicant: Switch, LTD. Representative: Brandon Bowen, Esq.
DEPARTMENT SUMMARY RECOMMENDATION:	Rezoning of (8) tracts in the Carter Grove Planned Development (P-D) from P-D to T (Technology) District for the construction of a data center campus. Planning Commission recommended approval.
LEGAL:	N/A

ZONING SYNOPSIS

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

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Switch, LTD**

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

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

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

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

Site Characteristics:

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

LAND USE INFORMATION

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

Current Zoning of Adjacent Property:

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

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

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

ZONING ANALYSIS

Project Summary:

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

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

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

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

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

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

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

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

Z23-03

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

City Department Comments

Electric: Not in Service Area.

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

Fire: No comments received.

Gas: Takes no exception.

Public Works: No comments received.

Water and Sewer: Not in Service Area

City of Cartersville School District: N/A.

Public Comments: Numerous calls and emails

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

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

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

Z23-03

Generalized summary of public comments and/ or questions:

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

Z23-03

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
The adjacent properties are zoned and serve as either residential uses or are undeveloped.

2. *The suitability of the subject property for the zoned purposes.*
The property is suitable for the zoned purposes (residential). Engineering challenges do exist because of steep topography and environmental features, like natural springs and streams, for residential development.

3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
**The public gain may be significant in terms of:
Short term job creation (Construction)
Long term job creation (technology manufacturing and installation, maintenance);
Minimal or no impacts on school districts; and,
Reduced traffic in comparison to residential or commercial development.**

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

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

No hardship to the current property owner has been stated.

4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned.

5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal may permit a use that is suitable in view of the use of the adjacent residential use properties if appropriate setbacks, buffers and design standards are used. Without appropriate setbacks, buffers and design standards, the compatibility of the proposed use adjacent to residential uses deserves extensive review.

6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal may have an adverse effect on adjacent residential properties if appropriate setbacks, buffers and design standards are not implemented.

Z23-03

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

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

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

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

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

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

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

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

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

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

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

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

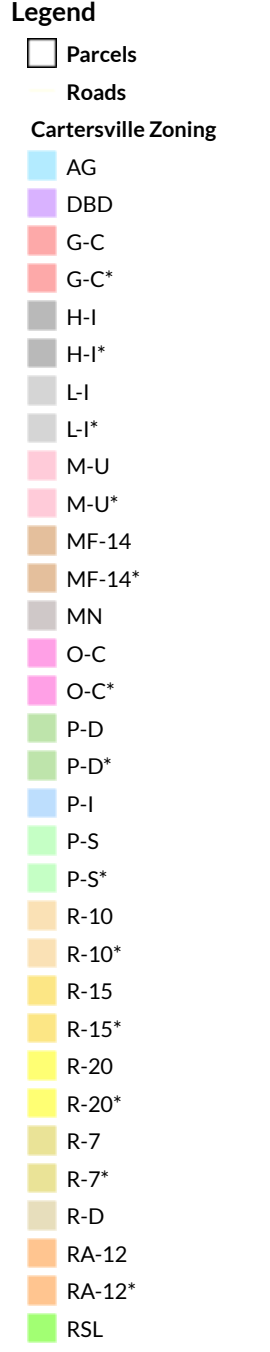
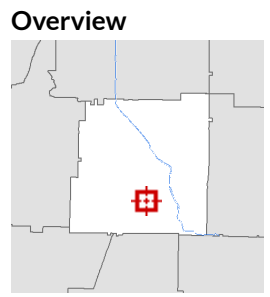
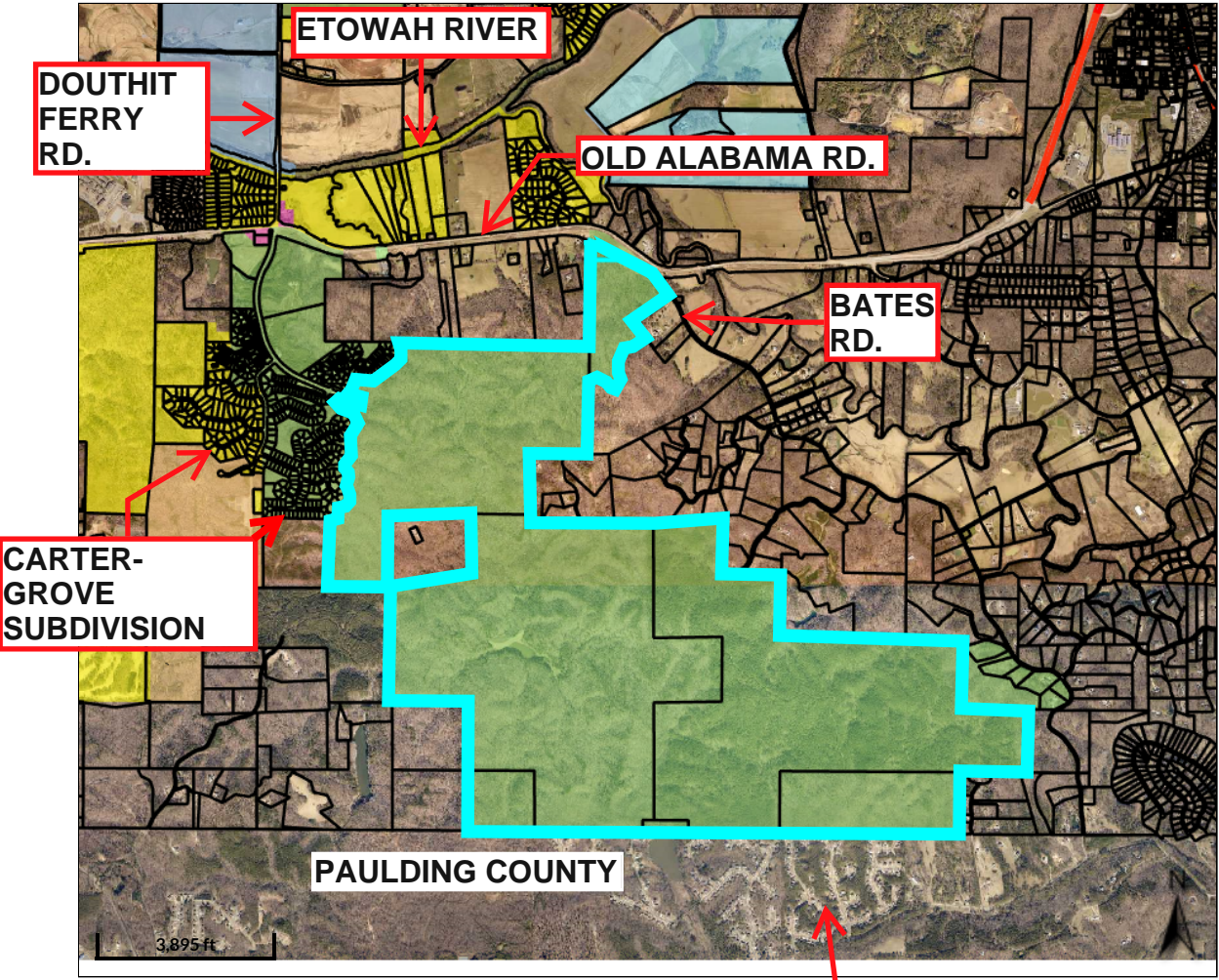
Z23-03


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

STAFF RECOMMENDATION:

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

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



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

Parcels Included in Boundary:

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

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

District
Brief Tax Description

Cartersville
LL959 LD4

(Note: Not to be used on legal documents)

Meeting: November 2, 2023 Item3.

Date created: 8/29/2023

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

Developed by  **Schneider**
GEOSPATIAL

Application for Rezoning

City of Cartersville

Case Number: 23-03

Date Received: 8/17/23

Public Hearing Dates:

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

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

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

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

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

(attach additional statement as necessary)

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

Application for Rezoning

City of Cartersville

Case Number: _____


Date Received: _____

Public Hearing Dates:

Planning Commission _____ 1st City Council _____ 2nd City Council _____
5:30pm 7:00pm 7:00pm

Applicant Switch, Ltd Office Phone _____
(printed name)
Address 7135 S. Deatur Blvd Mobile/ Other Phone _____
City Las Vegas State NV Zip 89118 Email _____
Brandon L. Bowen Phone (Rep) 770/387-1373
Representative's printed name (if other than applicant) Email (Rep) bbowen@jbswpc.com
[Signature] Representative Signature Applicant Signature
Signed, sealed and delivered in presence of: My commission expires:

Notary Public

* Titleholder Carter-Grove (Atlanta) ASLI VI, L.L.L.P. Phone 407-628-8488
(titleholder's printed name)
Address 923 N. Pennsylvania Ave, Winter Park, Florida 32789 Email adubill@avantiprop.com
Signature _____ as Executive Vice President of Avanti Management Corporation, the sole
general partner of Avanti Properties Group II, L.L.L.P., the sole general partner of Carter Grove (Atlanta) ASLI VI, L.L.L.P.
Signed, sealed, delivered in presence of: My commission expires: March 21, 2026
Margaret Hill Notary Public


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

(attach additional statement as necessary)

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

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

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

Date of Application: _____


Date Two Years Prior to Application: _____

Date Five Years Prior to Application: _____

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

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

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


Signature

8/21/2023
Date

Andrew J. Dubill

Print Name: Andrew J. Dubill, as Executive Vice President of Avanti Management Corporation, the sole general partner of Avanti Properties Group II, L.L.L.P., the sole general partner of Carter Grove (Atlanta) ASL

Exhibit A
Rezoning Application

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

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

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

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

Date of Application: 8/17/23

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

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

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

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

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

B2 8/15/23
Signature Date

Bauden Bower
Print Name

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

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

Date of Application: 8/17/23

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

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

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

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

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

Signature [Signature] Date 8/15/23

Print Name JAY LIEBE

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

15 SOUTH PUBLIC SQUARE
CARTERSVILLE, GEORGIA 30120-3350

TELEPHONE
(770) 387-1373

FACSIMILE
(770) 387-2396

www.jbwpc.com

August 17, 2023

Mr. David Hardegee
City Planner
City of Cartersville, Georgia

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

Greetings David,

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

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

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

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

August 17, 2023

Page 2 of 2

Meeting: November 2, 2023 Item3.

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

Very truly yours,

JENKINS, BOWEN & WALKER, P.C.



Brandon L. Bowen

Enclosures


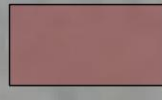
OLD ALABAMA RD. SE

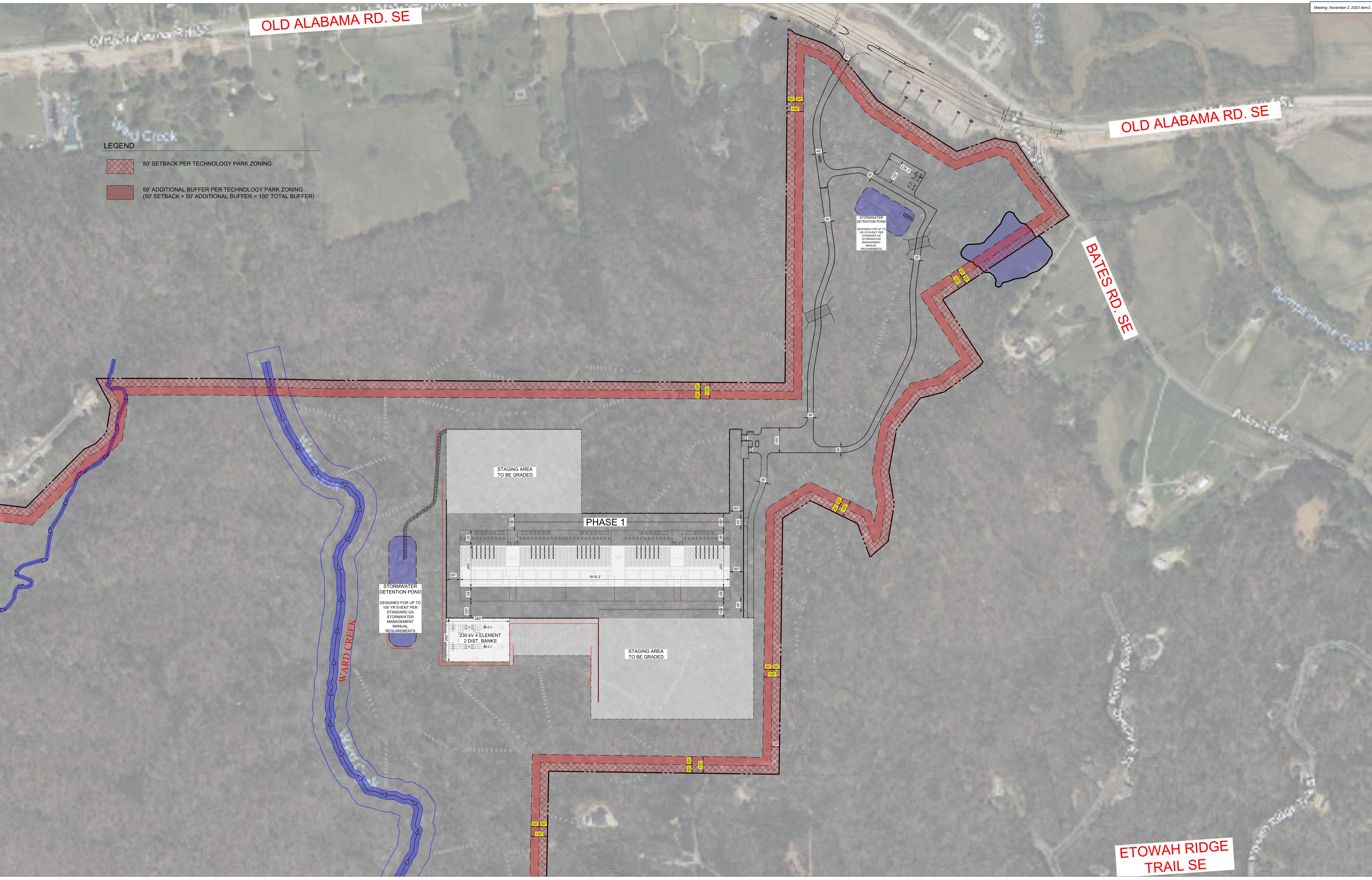
OLD ALABAMA RD. SE

BATES RD. SE

ETOWAH RIDGE TRAIL SE

LEGEND

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



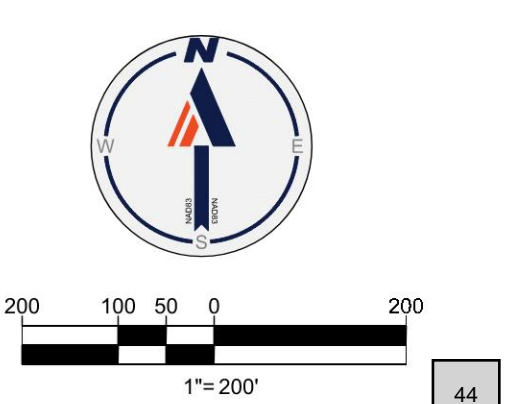
**KEEP 2.0 CAMPUS ATLANTA NORTH - PHASE 1
DEVELOPMENT PLAN FOR TECHNOLOGY PARK ZONING**

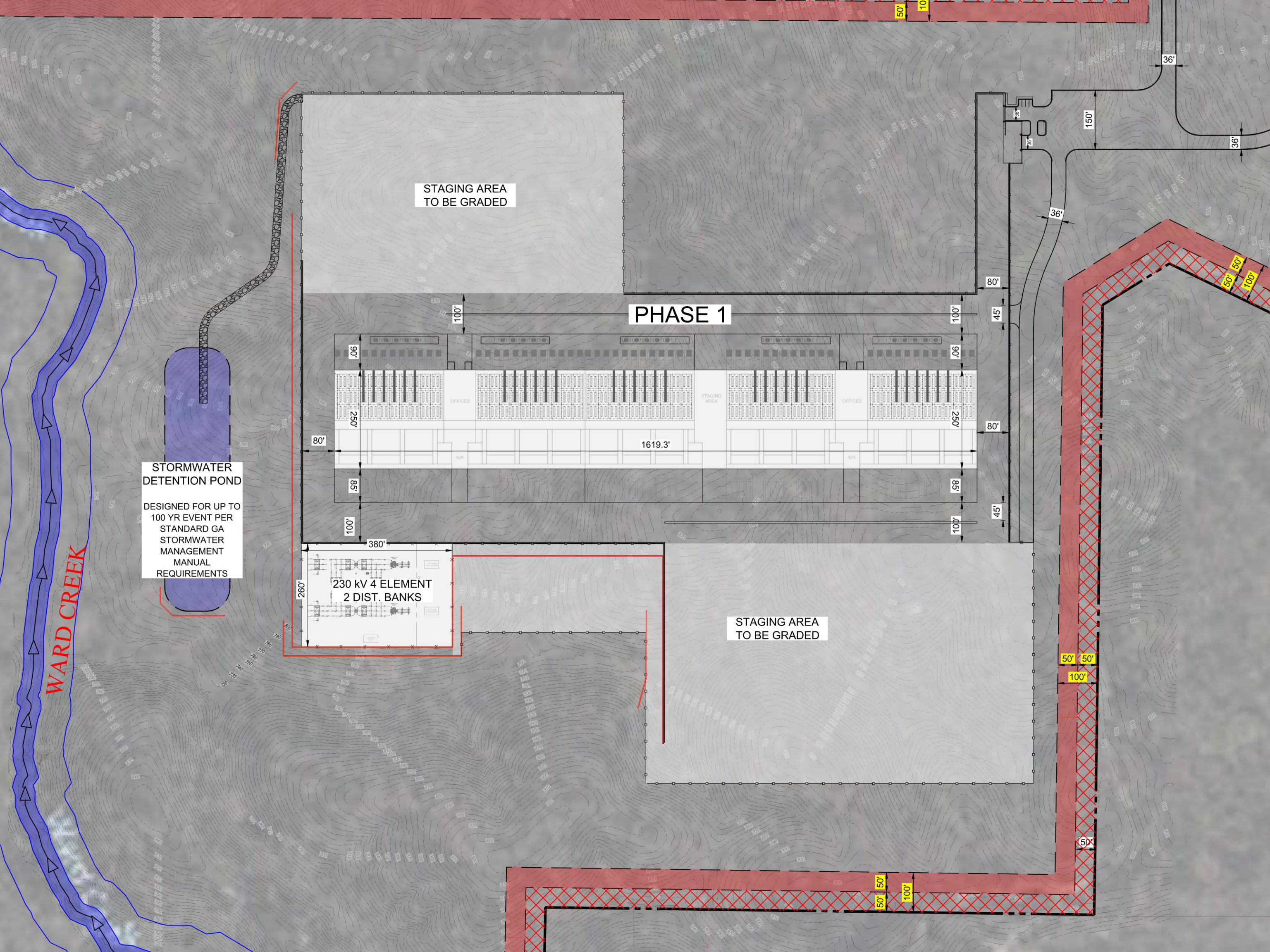
09-21-2023

CARTERSVILLE (BARTOW COUNTY), GA

BOHLER //

211 PERIMETER CENTER
PKWY NE, SUITE 425
ATLANTA, GEORGIA 30346
Phone: (678) 695-6800
GA@BohlerEng.com





STAGING AREA
TO BE GRADED

PHASE 1

STORMWATER
DETENTION POND

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

230 kV 4 ELEMENT
2 DIST. BANKS

STAGING AREA
TO BE GRADED

WARD CREEK

1619.3'

380'

260'

80'

100'

.58

.06

.52

.58

100'

260'

380'

100'

.58

.52

.06

100'

.58

.52

.06

100'

80'

45'

36'

36'

150'

36'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

50'

100'

50'

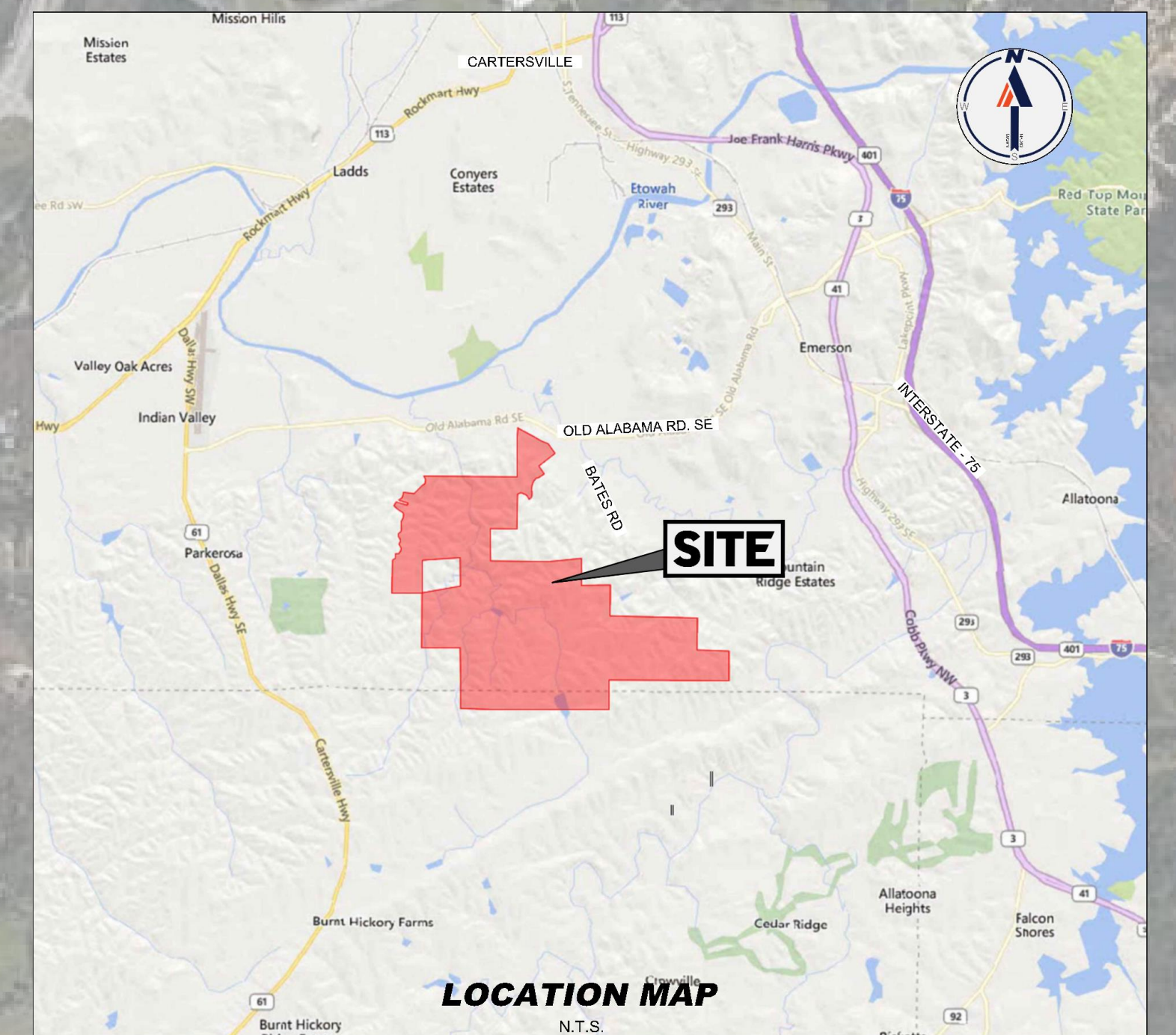
50'

100'

50'

50'

100'



LEGEND:

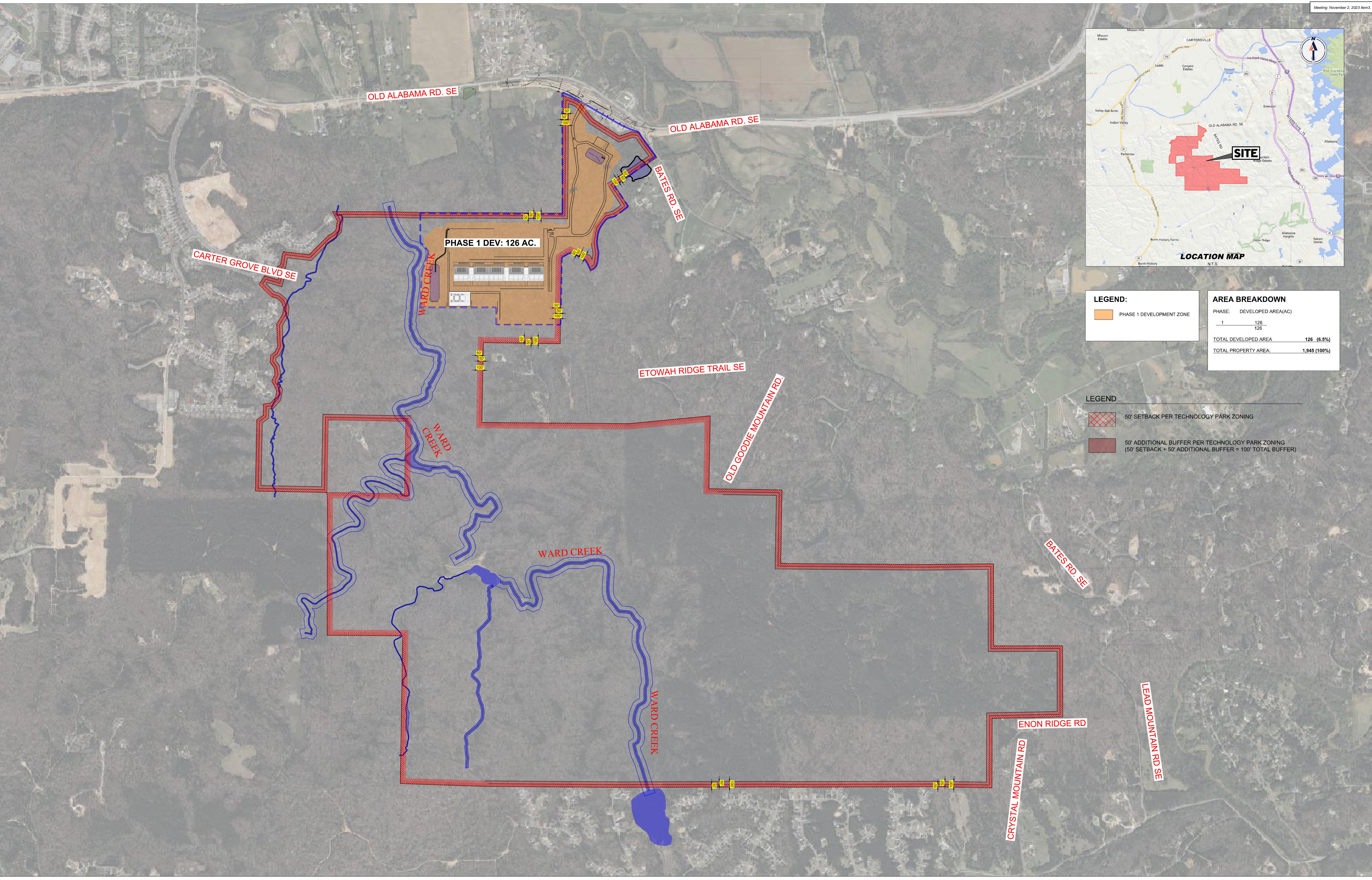
PHASE 1 DEVELOPMENT ZONE

AREA BREAKDOWN

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

LEGEND

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



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

DRAFT

Nathan G. Shepherd
 Professional Surveyor No.
 40033468

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



UTILITY NOTE

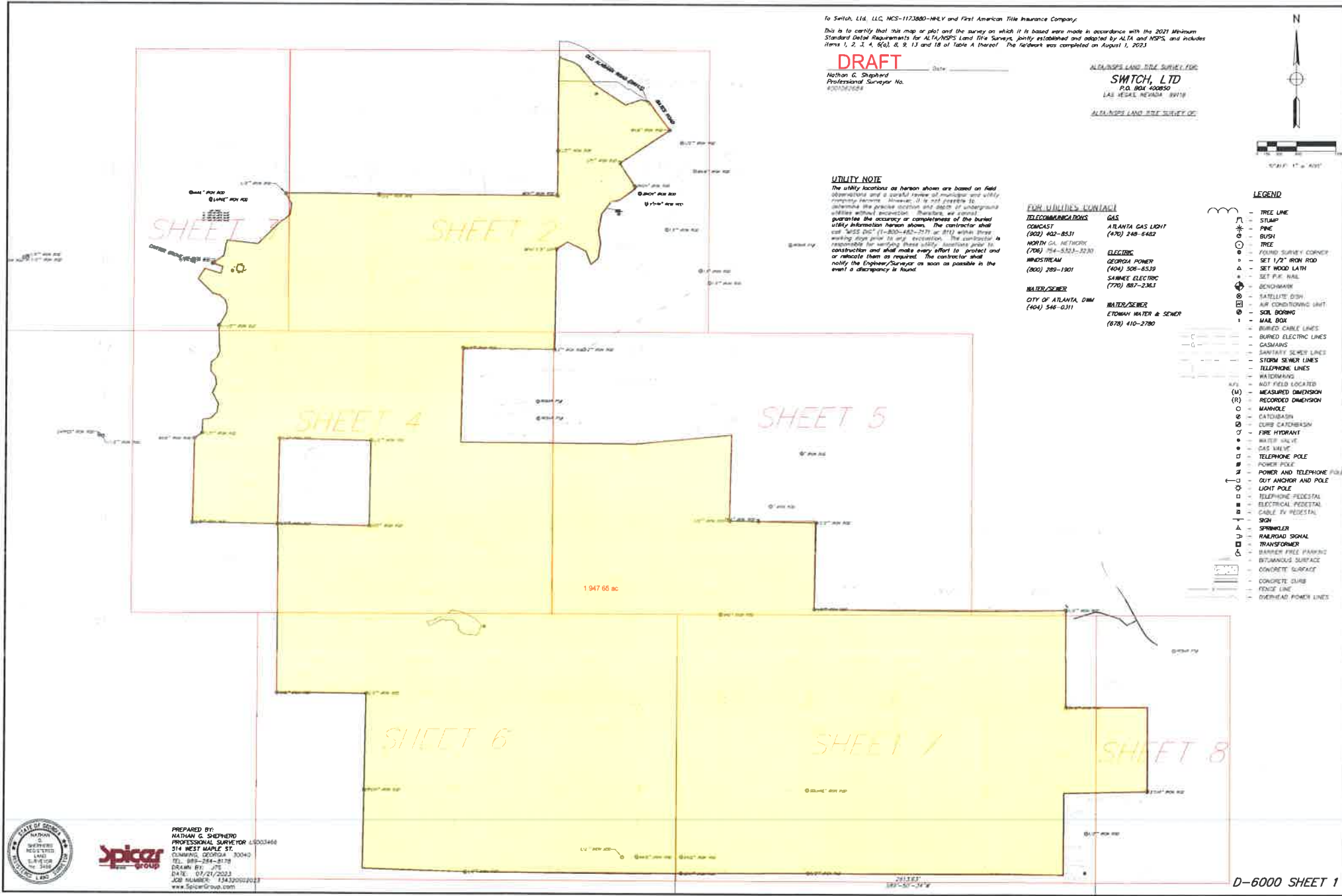
The utility locations as herein shown are based on field observations and a careful review of municipal and utility company records. However, it is not possible to determine the precise location and depth of underground utilities without excavation. Therefore, we cannot guarantee the accuracy or completeness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

FOR UTILITIES CONTACT

- | | |
|---------------------------------------|-------------------------------------|
| TELECOMMUNICATIONS | GAS |
| COMCAST (800) 402-8531 | ATLANTA GAS LIGHT (470) 249-6482 |
| ELECTRIC | GEORGIA POWER (404) 506-8539 |
| NORTH GA. NETWORK (706) 704-5323-3230 | SAWTEE ELECTRIC (770) 887-2363 |
| MINISTREAM (800) 289-1901 | |
| WATER/SEWER | WATER/SEWER |
| CITY OF ATLANTA DWM (404) 546-0311 | ETOWAH WATER & SEWER (678) 410-2780 |

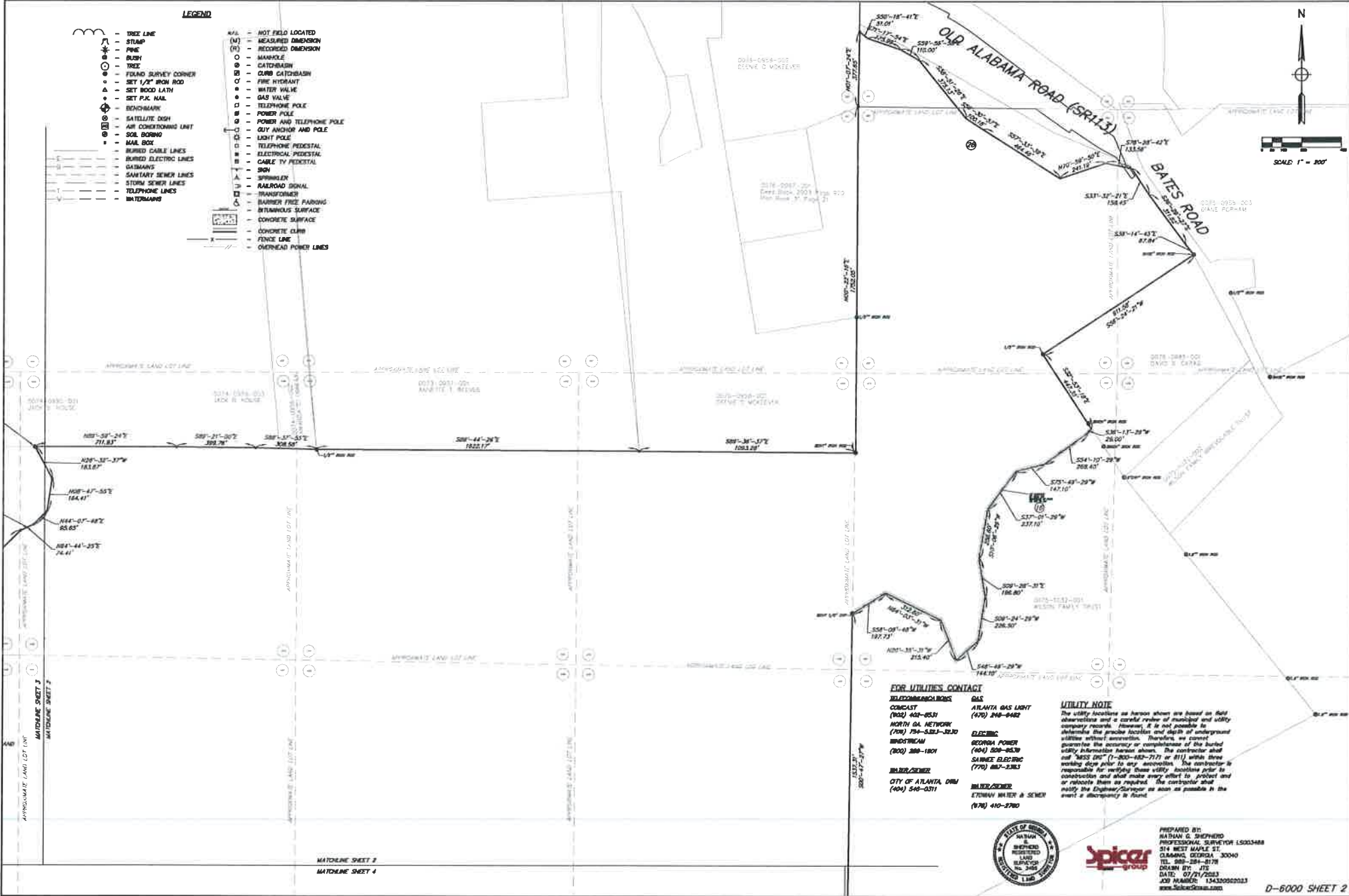
LEGEND

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



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

D-6000 SHEET 1



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

FOR UTILITIES CONTACT

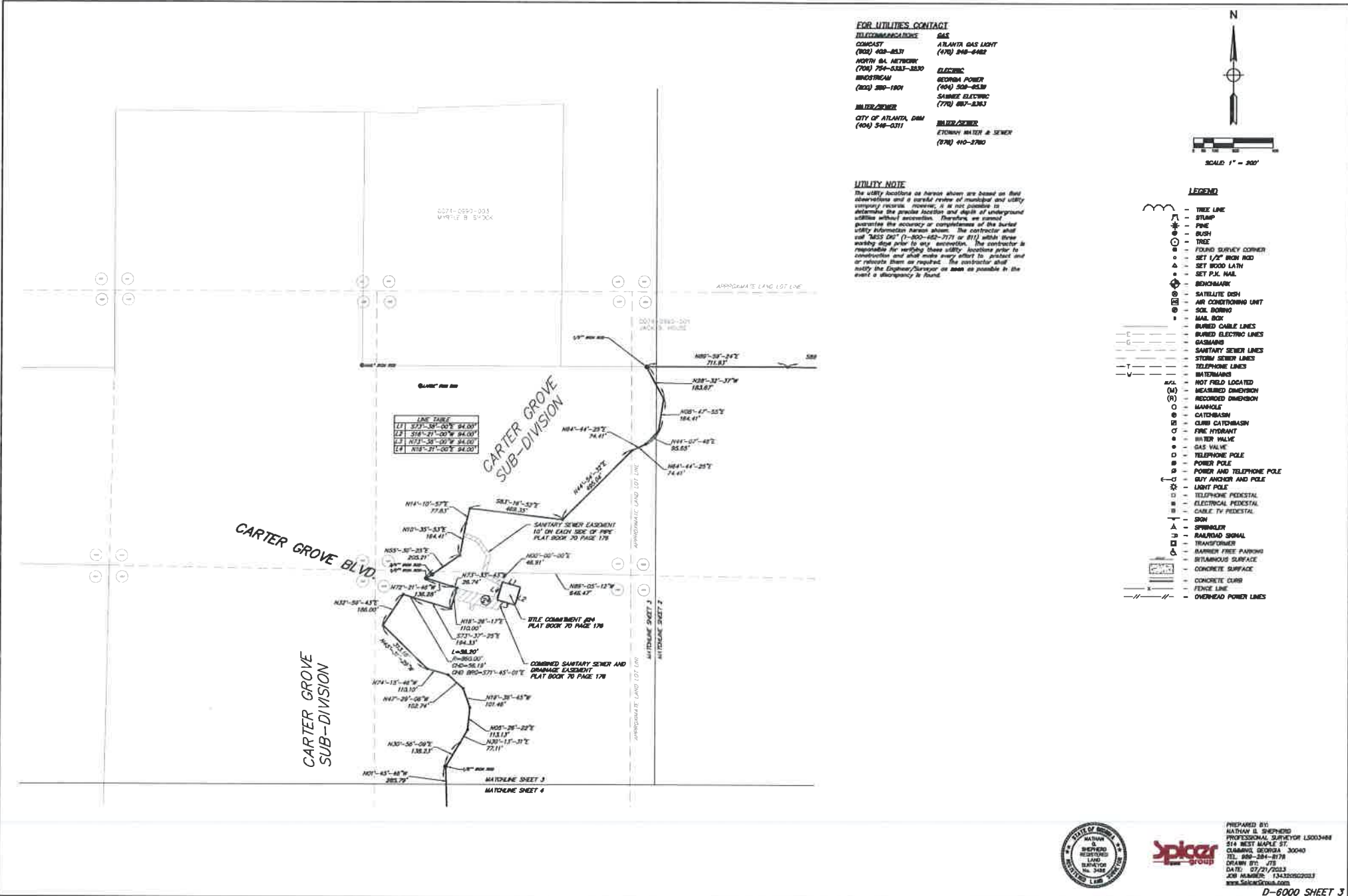
TELECOMMUNICATIONS	GA5
COMCAST	ATLANTA GAS LIGHT
(800) 402-8531	(478) 248-8482
NORTH GA. NETWORK	ELECTRIC
(770) 294-5823-3230	GEORGIA POWER
INDUSTRIAL	(404) 520-8678
(800) 388-1801	SARNEE ELECTRIC
WATER/SEWER	(770) 861-2363
CITY OF ATLANTA, DWM	WALTER/SCHER
(404) 546-0371	ETWING WALTER & SCHER
	(878) 410-8780

UTILITY NOTE

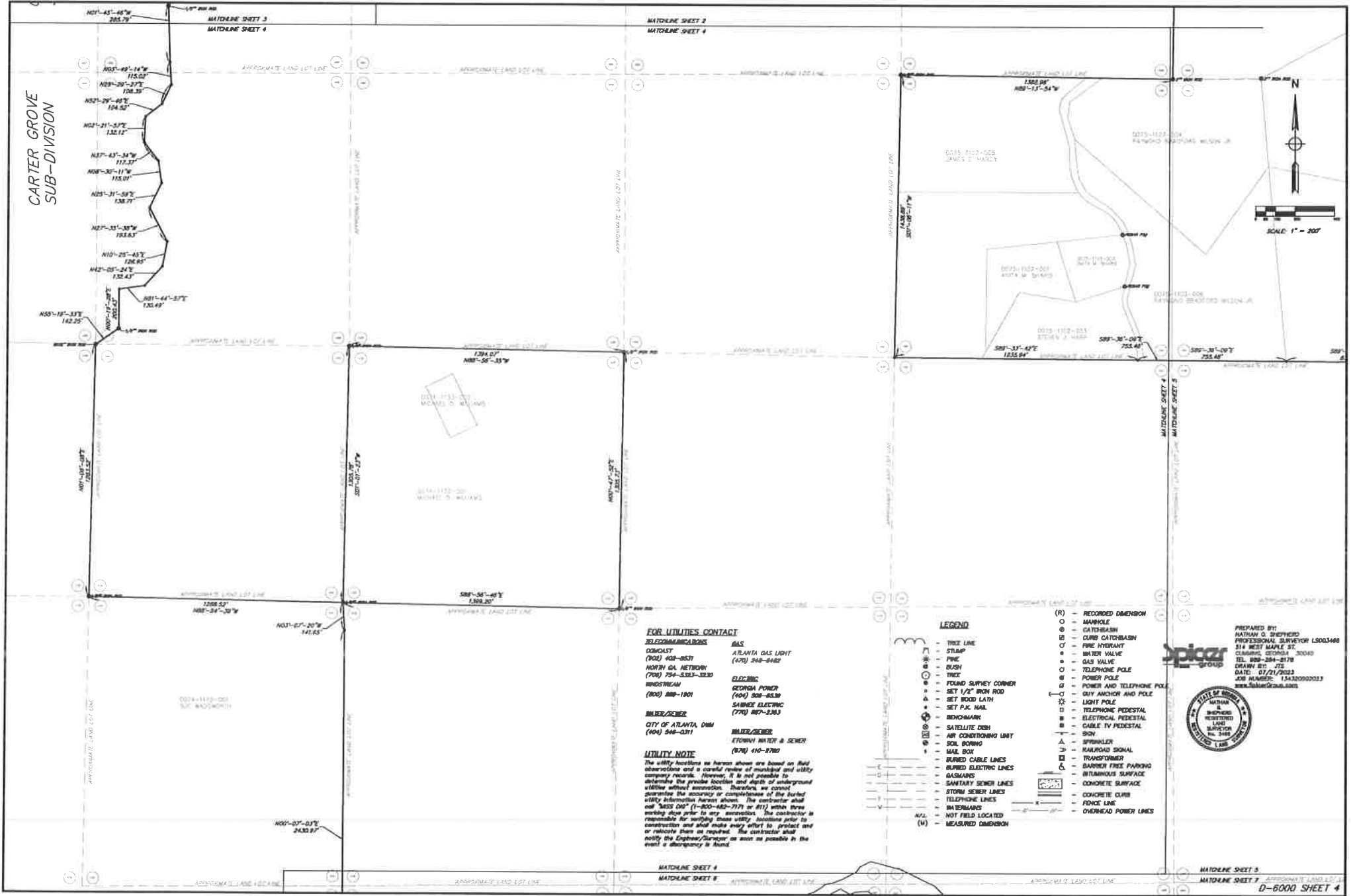
The utility locations as herein shown are based on field observations and a careful review of existing and utility company records. However, it is not possible to delineate the precise location and depth of underground utilities without excavation. Therefore, we cannot guarantee the accuracy or completeness of the buried utility information herein shown. The contractor shall call 811 (1-800-485-7171 or 811) within three working days prior to any excavation. The contractor is responsible for verifying these utility locations prior to construction and shall make every effort to protect and/or relocate them as required. The contractor shall notify the Engineer/Surveyor as soon as possible in the event a discrepancy is found.



PREPARED BY:
NATHAN G. SHEPHERD
 PROFESSIONAL SURVEYOR 15003488
 514 WEST MAPLE ST.
 CLAMMING, GEORGIA 30040
 TEL. 800-284-8178
 DRAWN BY: JTS
 DATE: 07/21/2023
 JOB NUMBER: 13432000013
 www.SpicerGroup.com



PREPARED BY:
 NATHAN S. SHEPHERD
 PROFESSIONAL SURVEYOR 15003488
 214 WEST MAPLE ST.
 CUMMING, GEORGIA 30040
 TEL: 888-284-8178
 DRAFTER: JTS
 DATE: 07/21/2023
 JOB NUMBER: 134329262003
 WWW.SPICERANDSPITZER.COM



CARTER GROVE
SUB-DIVISION



FOR UTILITIES CONTACT

TELECOMMUNICATIONS	GAS
CONCAST	ATLANTA GAS LIGHT
(702) 452-8531	(478) 248-8482
NORTH GA. NETWORK	ELECTRIC
(706) 794-3323-3320	GEORGIA POWER
WINDTOWER	(904) 508-8530
(800) 888-1901	SABINE ELECTRIC
	(770) 867-3363
INTERSEWER	WATER/SEWER
CITY OF ATLANTA, DWM	ETOWAH WATER & SEWER
(404) 546-0381	(878) 410-8780

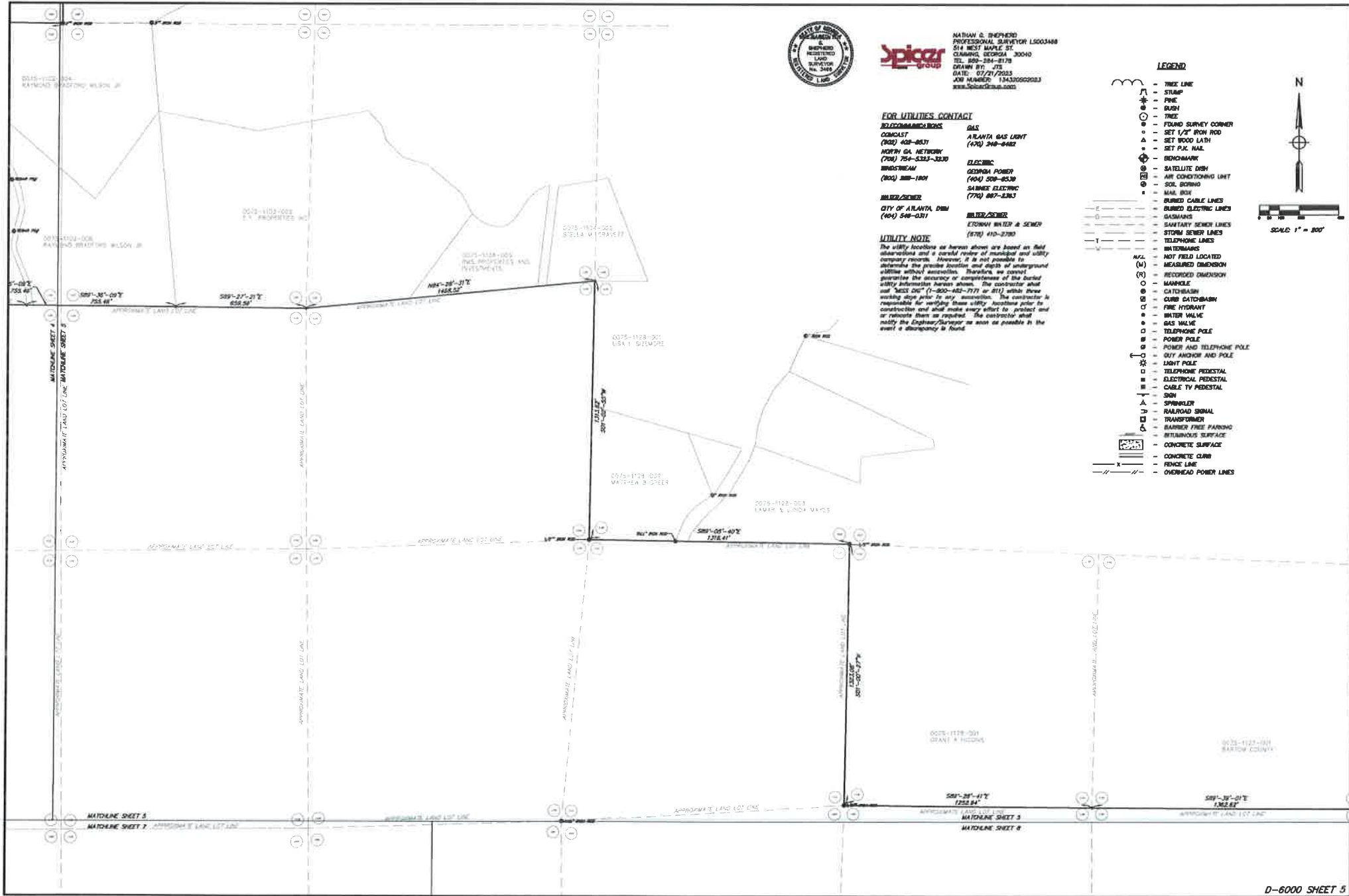
UTILITY NOTE
The utility locations as herein shown are based on field observations and a careful review of municipal and utility company records. However, it is not possible to determine the precise location and depth of underground utilities without excavation. Therefore, we cannot guarantee the accuracy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

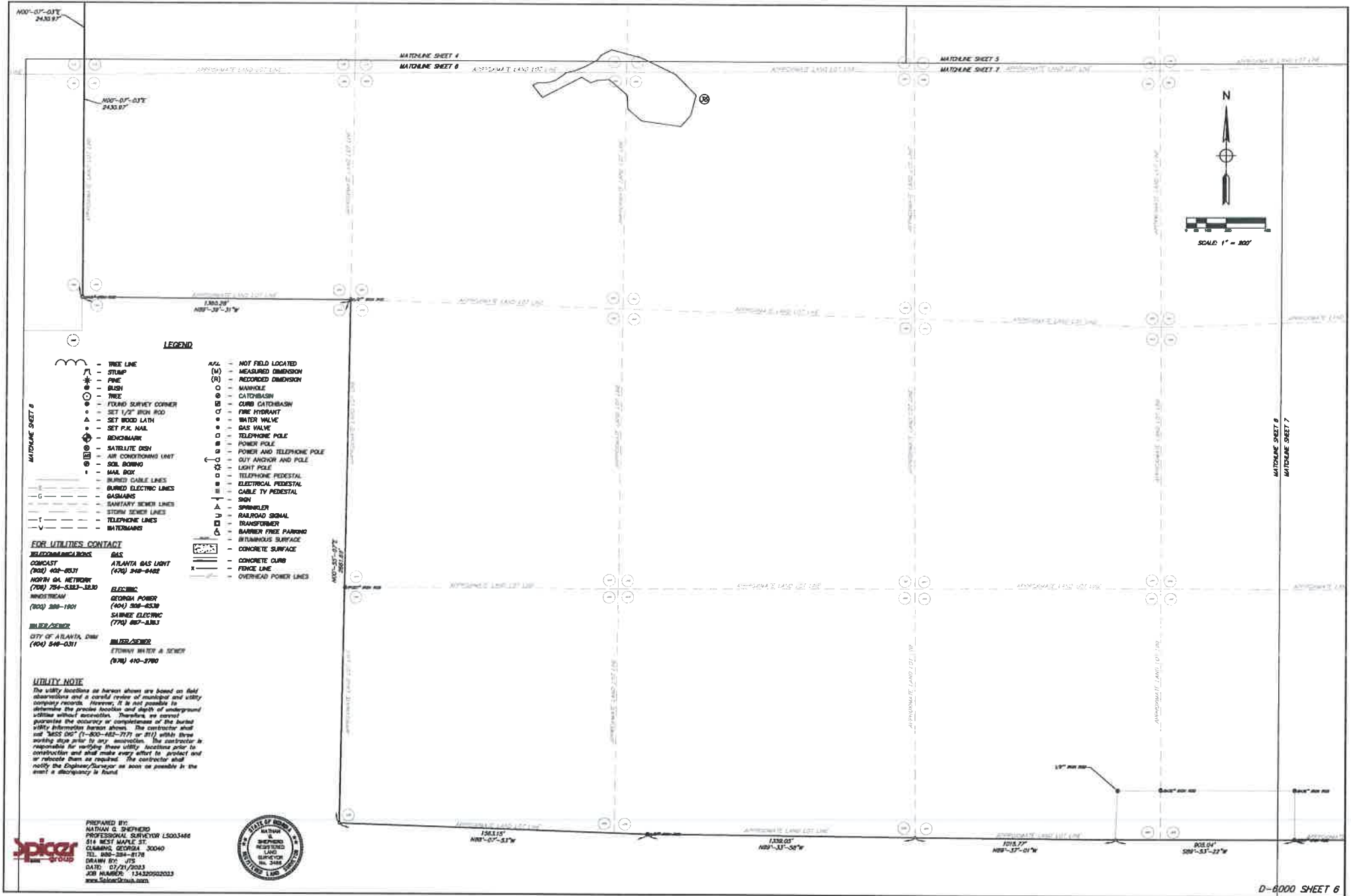
LEGEND

(R)	RECORDED DIMENSION
○	MANHOLE
⊙	CATCHBASIN
⊕	CURB CATCHBASIN
⊖	FIRE HYDRANT
⊗	WATER VALVE
⊘	GAS VALVE
○	TELEPHONE POLE
⊕	POWER POLE
⊖	POWER AND TELEPHONE POLE
⊗	UTILITY ANCHOR AND POLE
⊘	LIGHT POLE
⊙	TELEPHONE PEDESTAL
⊕	ELECTRICAL PEDESTAL
⊖	CABLE TV PEDESTAL
⊗	SIGN
⊘	SPRINKLER
⊕	RAILROAD SIGNAL
⊖	TRANSFORMER
⊗	SHARPER TREE PARKING
⊘	BIPLANAR SURFACE
⊕	CONCRETE SURFACE
⊖	CONCRETE CURB
⊗	FENCE LINE
⊘	OVERHEAD POWER LINES
---	BURIED CABLE LINES
---	BURIED ELECTRIC LINES
---	GAS LINES
---	SANITARY SEWER LINES
---	STORM SEWER LINES
---	TELEPHONE LINES
---	WATERBARS
---	NOT FIELD LOCATED
(M)	MEASURED DIMENSION

PREPARED BY:
NATHAN O. SHEPHERD
PROFESSIONAL SURVEYOR LICENSE #486
314 WEST MAIN ST.
CLARKSBURG, GEORGIA 30043
TEL. 888-284-8176
DRAWN BY: JTS
DATE: 07/21/2023
JOB NUMBER: 154320002033
www.falmergroup.com







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

FOR UTILITIES CONTACT

SELECONMEDIAS
 COMCAST (702) 404-8571
 NORTH GA. NETWORK (770) 754-5323-3230
 SPECTRUM (800) 388-1901

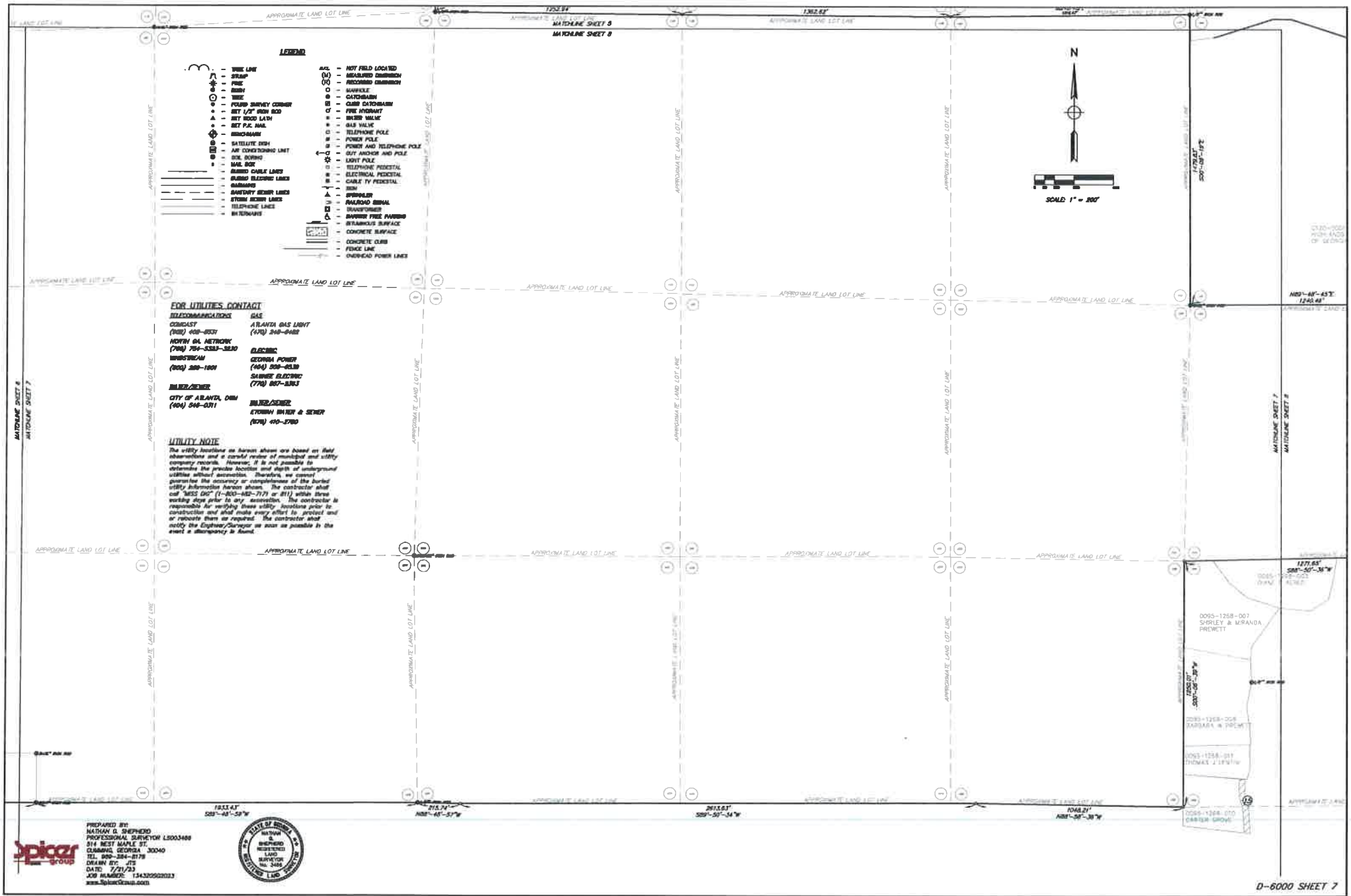
ELECTRIC
 GEORGIA POWER (404) 508-8338
 SARGENT ELECTRIC (770) 867-8183

SEWER/SEWER
 CITY OF ATLANTA, DWM (404) 518-0311
 STORMY WATER & SEWER (678) 410-3780

UTILITY NOTE
 The utility locations as shown above are based on field observations and a careful review of municipal and utility company records. However, it is not possible to determine the precise location and depth of underground utilities without excavation. Therefore, we cannot guarantee the accuracy or completeness of the buried utility information herein shown. The contractor shall use "PASS DIG" (1-800-465-7777) or other utility locating devices prior to any excavation. The contractor is responsible for verifying these utility locations prior to construction and shall make every effort to protect and relocate them as required. The contractor shall notify the Engineer/Surveyor as soon as possible in the event a discrepancy is found.

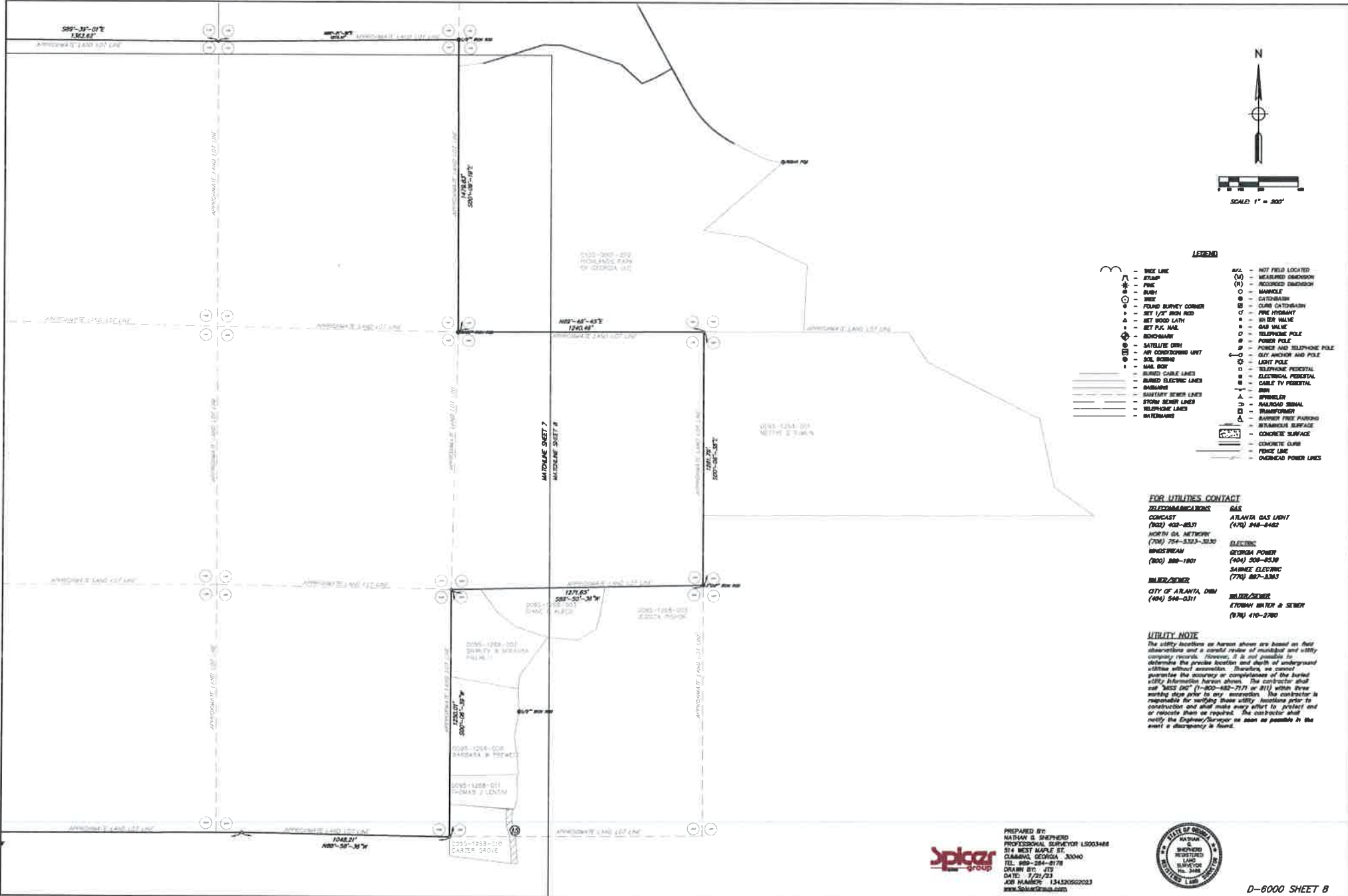
PREPARED BY:
 NATHAN G. SHERWOOD
 PROFESSIONAL SURVEYOR LS003446
 614 WEST MAPLE ST.
 CLARKSBURG, GEORGIA 30040
 TEL: 800-384-8178
 DRAWN BY: JTS
 DATE: 07/21/2023
 JOB NUMBER: 13432002023
 www.Spicer.com



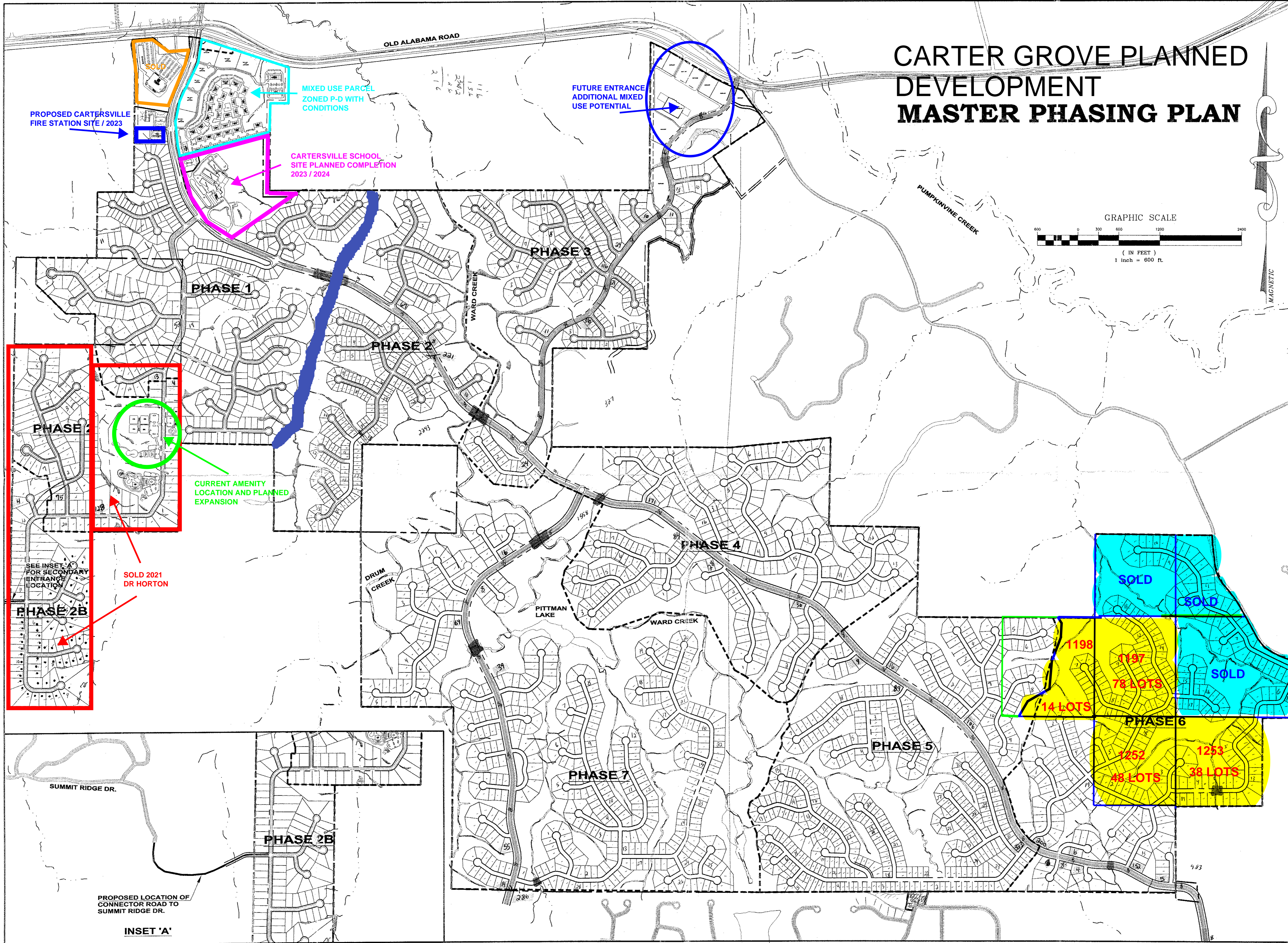


PREPARED BY:
 NATHAN G. SHEPHERD
 PROFESSIONAL SURVEYOR LS003488
 514 WEST MAPLE ST.
 CLAMM, GEORGIA 30040
 TEL. 800-384-8778
 DRAWN BY: JTS
 DATE: 7/21/23
 JOB NUMBER: 134320502023
 www.SpicerGroup.com





CARTER GROVE PLANNED DEVELOPMENT MASTER PHASING PLAN



REVISIONS

www.perspectiveeng.com
PERSPECTIVE ENGINEERING
 100 Graystone Power Blvd., Suite 100
 Dallas, Georgia 30137
 PH: (678) 587-1203
 FAX: (678) 587-1204

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

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

SEAL

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

SHEET TITLE
MASTER PHASING PLAN

SHEET
2.1

7a

PUBLIC COMMENTS

David Hardegree

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

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

Sender: windowsitter@gmail.com

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

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

Parcel Numbers

C120-0001-003

C120-0001-001

C119-0001-001

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

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

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

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

Construction impacts

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

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

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

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

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

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

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

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

References:

https://epd.georgia.gov/sites/epd.georgia.gov/files/related_files/site_page/Trout_Stream_Designations_by_County_March_2014.pdf

https://www.nwgrc.org/wp-content/uploads/Regional_RIR_Map.pdf

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

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

Incompatibility between adjacent uses

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

Thank you for your kind consideration,

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

David Duncan

Email dated 9/12/23

David Hardegree

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

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

Dear Sir:

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

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

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

David Hardegree

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

Follow Up Flag: Follow up
Flag Status: Flagged

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

Sender: jmeadows@nwgrc.org

Dear Sir,

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

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

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

-----Original Message-----

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

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

Hello,

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

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

A. Williams
Paulding county
Senators Ridge Neighborhood

Sent

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

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:terra_globes@comcast.net

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

- 1). Increase the buffer of undisturbed land and trees to 300 ft instead of 75 or 100 feet at the property lines where our neighborhood and county line meets.

- 2). No buildings or towers within Phase 1 or any future phases to be erected within 1/4 mile or 1,300 feet of the Paulding County line where residential and school zonings meet.

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

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

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

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

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

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

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

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

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

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

industry backing up

to Senators Ridge Subdivision:

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

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

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

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

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

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

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

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

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

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

inappropriate choice to build next to neighborhoods and schools.

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

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

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

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

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

To the buildings

later added further back toward the Paulding county line?

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

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

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

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

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

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

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

neighborhood.

* Ward Creek which runs through the entire project site is home to the Etowah Darter which is endangered.

https://georgiabiodiversity.org/profile/profile?group=None&es_id=19006

Ward Creek / watershed is also a protected trout stream, which again contain the endangered Etowah Darter.

Appendix-A-Etowah-River-Basin-
Profiles

PDF Document · 17.4 MB

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

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

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

Thank you,
Desiree Griffiths

David Hardegree

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

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

To whom it may concern...

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

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

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

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

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

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

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

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

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

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

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

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

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

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

David Hardegree

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

*****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: blaylocklori@gmail.com

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

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

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

APA (American Planning Assoc.)Recommendations:

Land Use and Zoning Considerations:

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

Screening Considerations:

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

Building Appearance Considerations:

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

Must have:

- Differentiated Surfaces
- Consistent Design
- Fenestration

Options:

- Green Wall
- Mechanical Equipment Façade

Noise Considerations:

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

Lighting Considerations:

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

Fencing Considerations:

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

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

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

Meeting: November 2, 2023 Item3.

David Hardegree

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

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

Kinda Regards,
David

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

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

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

Hello,

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

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

Thank you!

Vicki Cox

David Hardegree

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

Follow Up Flag: Follow up
Flag Status: Flagged

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

Sender: jmeadows@nwgrc.org

Dear Sir:

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

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

Julianne Meadows
Director of Regional Planning

n^rrthwest
GEORGIA
REGIONAL COMMISSION

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

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

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

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

Joseph T. Bolduc

David Hardegree

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

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

Julianne Meadows
Director of Regional Planning
n^rrthwest
GEORGIA
REGIONAL COMMISSION
[PO Box 1798](#)
[Rome, GA 30162-1798](#)
(706) 295-6485
www.nwgrc.org

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

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

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

Thank you for your time and consideration,

Meeting: November 2, 2023 Item3.

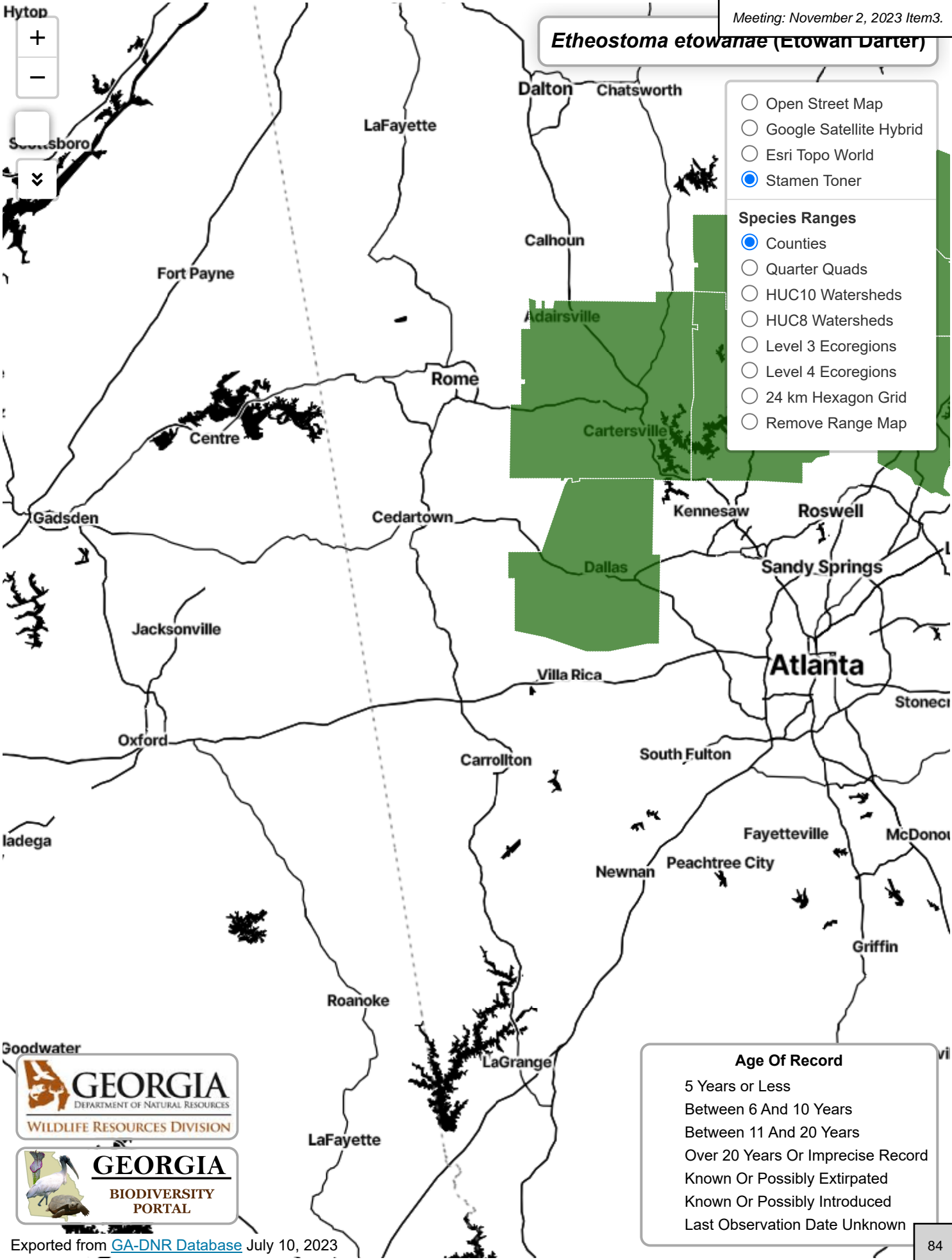
Gabriel Kennedy

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

https://georgiabiodiversity.org/profile/profile?group=None&es_id=19006&fbclid=IwAR36_laNvdBtBW05ndx55TKI8yNGA3nO4I4x1JLxnEFv9aFIVgn8KmJpmb8_aem_AT_pw7MY-mA4JqHt2zeBGxCW7Wh3-TodxDoFaHPS-wvBdIxI2Hzr6ASv6zOpFqiFilU&mibextid=Zxz2cZ

https://georgiabiodiversity.org/natels/rangemaps?es_id=19006

Etheostoma etowanae (Etowan Darter)



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

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

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





*profile under revision



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

[Report Sighting](#)

Etheostoma etowahae Wood and Mayden, 1993

Etowah Darter

Federal Protection: Listed Endangered

State Protection: Endangered

Global Rank: G1

State Rank: S1

Element Locations Tracked in Biotics: Yes

SWAP High Priority Species (SGCN): Yes

Element Occurrences (EOs) in Georgia: 24

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

Description

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

Similar Species

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

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

Habitat

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

Diet

Aquatic invertebrates.

Life History

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

Survey Recommendations

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

Range

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

Threats

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

Georgia Conservation Status

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

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

Meeting: November 2, 2023 Item3.

Conservation Management Recommendations

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

References

- Anderson, G. B. 2009. Confronting incomplete detection to address questions about distribution and reproductive season for four imperiled stream fishes. Master of Science thesis, University of Georgia, Athens. 94pp.
- Lee, S. L., C. R. Gilbert, C. H. Hocutt, R. E. Jenkins, D. E. McAllister, and J. R. Stauffer. 1980. Atlas of North American fishes. North Carolina State Mus. Nat. Hist. 867pp.
- Mettee, M. F., P. E. O'Neil and J. M. Pierson. 1996. Fishes of Alabama and the Mobile Basin. Oxmoor House, Birmingham. 820pp.
- Page, L. M. and B. M. Burr. 1991. A field guide to freshwater fishes of North America north of Mexico. Houghton Mifflin, Boston. 432pp.
- Ritchea, S. B. 2002. Genetic population structure of the federally endangered Etowah darter, *Etheostoma etowahae*. Master of Science thesis, Duquesne University, Pittsburgh. 139pp.
- U.S. Fish and Wildlife Service. 1993. Endangered and threatened wildlife and plants: proposed threatened status for the Cherokee darter and proposed endangered status for the Etowah darter. 1993. Pages 53695-53702 in Federal Register. Vol. 58(199). 58(199).
- Wood, R. M. and R. L. Mayden. 1993. Systematics of the *Etheostoma jordani* species group (Teleostei: Percidae), with descriptions of three new species. Bull. Alabama Mus. Nat. Hist. 16: 31-46.

Authors of Account

Byron J. Freeman and Megan Hagler

Date Compiled or Updated

B. Freeman, 1999: original account

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

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

Z. Abouhamdan, April 2016: updated links



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



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

Guidelines for Proposed Development Adjacent to Watershed Project Dams

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

Definitions of terminology used herein include:

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



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

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

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

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

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

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

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

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

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

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

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

Proposed changes of concern include:

Meeting: November 2, 2023 Item3.

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



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

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

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

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

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

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

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

Designers:



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

Source (NRCS via DRI review process):

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

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

Meeting: November 2, 2023 Item3.

DEVELOPMENT OF REGIONAL IMPACT
(DRI)
REPORT AND RECOMMENDATIONS



MEMORANDUM

To: Local Governments, State Agencies, and Interested Parties

From: Boyd Austin, Executive Director

Date: September 21, 2023

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

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

Comments Received

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

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

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

Rome Office: PO Box 1798 | Rome, GA 30162-1798
Dalton Office: 503 West Waugh Street | Dalton, GA 30720-3475

An Equal Opportunity Employer
Programs/Auxiliary Aids/Services Available Upon Request to Individuals with Disabilities



706.295.6485
nwgrc.org

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

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

NWGRC Comments

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

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

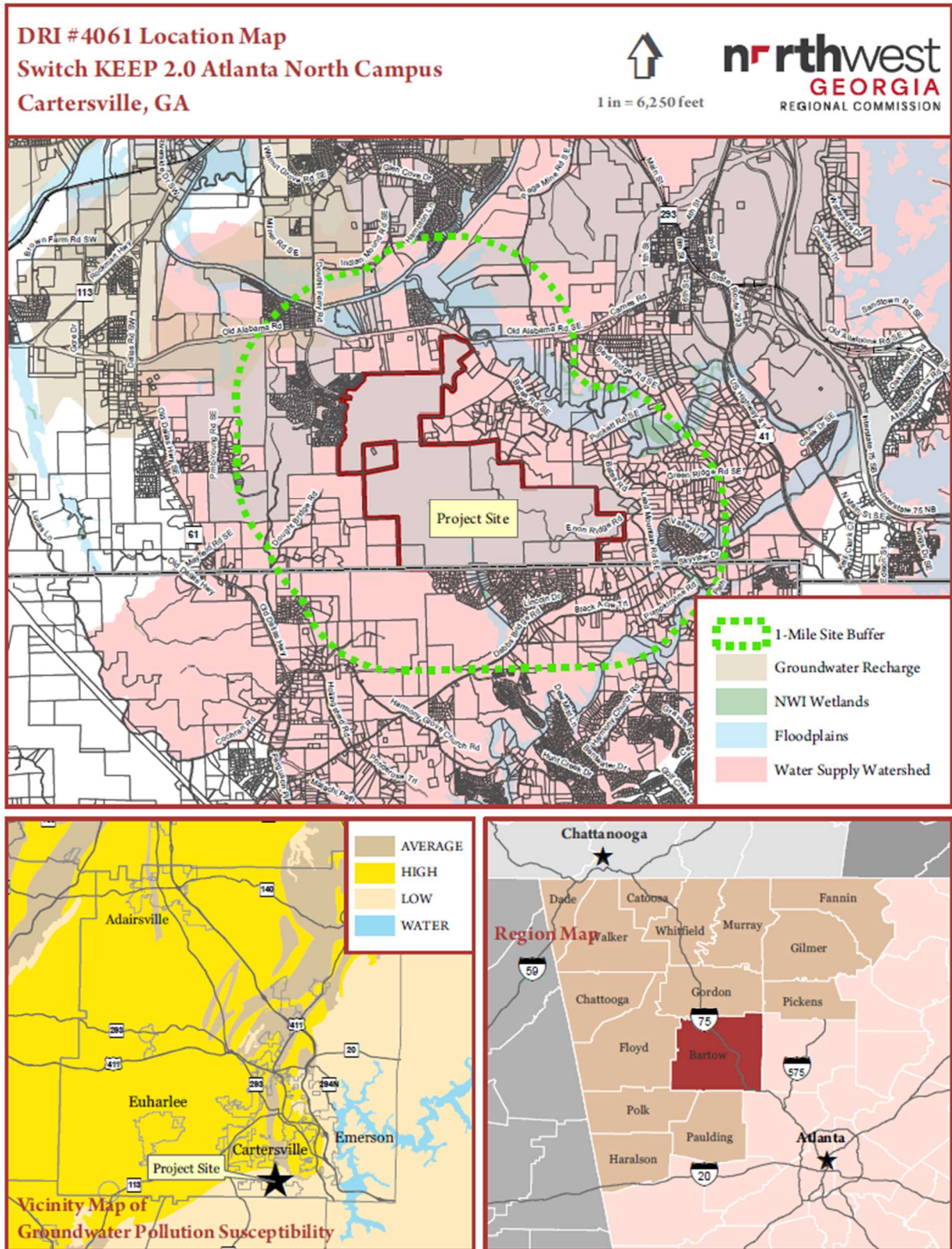
Consistency with Comprehensive Plan and Service Delivery Strategy

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

Consistency with 2019 Northwest Georgia Regional Plan

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

Location Map



COMMENTS RECEIVED



United States Department of Agriculture

September 11, 2023

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

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

Dear Mr. Austin:

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

Farmland Protection

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

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

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

An Equal Opportunity Provider and Employer

Austin
Page 2

NRCS Watershed Dams

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

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

NRCS Easements

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

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

Sincerely,

NELSON
VELAZQUEZ
GOTAY



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

NELSON VELÁZQUEZ GOTAY
SOIL SCIENTIST

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



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

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

An Equal Opportunity Provider and Employer



Jeff W. Cown, Director

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

FLOODPLAIN ENCROACHMENT REVIEW

To: Julianne Meadows
Email: jmeadows@nwgrc.org

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

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

Attachments:

Cartersville, Georgia



Property Flood Risk: Low Risk

Flood Depths*:

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

Location Information

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

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

Nature Doesn't Read Flood Maps

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

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

FOR MORE INFORMATION VISIT, PLEASE VISIT: www.flood.gov

Legend with Flood Zone Designations

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

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

Floodplain Snapshot for the proposed project area

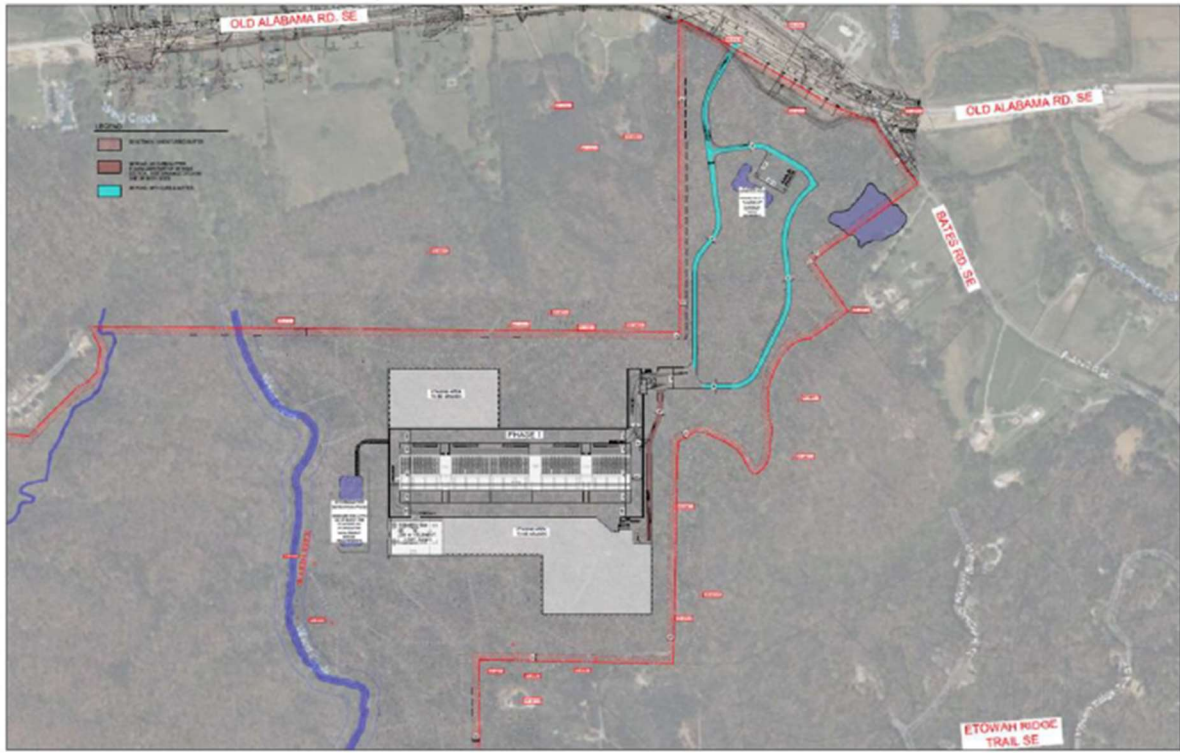


Map Legend:

- Map Panels:**
 - Selected Floodmap boundary
 - Digital Data Available
 - No Digital Data Available
 - Unmapped
- Other Areas:**
 - Area of Minimal Flood Hazard (Zone 0)
 - Effective Limits
 - Area of Undetermined Flood Hazard (Zone 0)
 - Otherwise Protected Area
 - Coastal Barrier Resource System Area
- Special Flood Hazard Areas:**
 - Without Base Flood Elevation (BFE) (Zone A, X, AO)
 - With BFE or Depth
 - Regulatory Floodway (Zone AE, AH, AO, VE, V1)
 - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone X)
 - Future Conditions 1% Annual Chance Flood Hazard (Zone A)
 - Area with Reduced Flood Risk due to Levee. See Notes, Zone X
 - Area with Flood Risk due to Levee (Zone 0)
- Other Features:**
 - Cross Sections with 1% Annual Chance
 - Water Surface Elevation
 - Coastal Transverse
 - Base Flood Elevation Law (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transverse Baseline
 - Profile Baseline
 - Hydrographic Feature
- General Structures:**
 - Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall

FEMA FIRM Extract

DRI 4061 Switch KEEP 2.9 Atlanta North Campus, Cartersville



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

211 MEMPHIS CENTER
SUITE 500
ATLANTA, GEORGIA 30338
Phone: 404.525.0000
GA@BohlerEng.com

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



Project Site

Northwest Georgia Regional Commission DRI Comment Form

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

Description of DRI project:

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

Please email comments to jmeadows@nwgrc.org within the following 15-day period: Friday, September 1, 2023 – Friday, September 15, 2023.

Comments

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

Comments:

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

David Hardegree

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

Follow Up Flag: Follow up
Flag Status: Flagged

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

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

Julianne Meadows
Director of Regional Planning

PO Box 1798
Rome, GA 30162-1798
(706) 295-6485
www.nwgrc.org

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

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

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

Alan Hood
Airport Safety Data Program Manager



Aviation Programs

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

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

Alan,

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

Julianne Meadows
Director of Regional Planning

n^rthwest
GEORGIA
REGIONAL COMMISSION
PO Box 1798
Rome, GA 30162-1798
(706) 295-6485
www.nwgrc.org

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

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

Julianne,

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

Thanks!

Alan Hood
Airport Safety Data Program Manager

Aviation Programs

600 West Peachtree Street NW

6th Floor

Atlanta, GA, 30308

404.660.3394 cell

404.532.0082 office

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

From: Julianne Meadows <jmeadows@nwgrc.org>

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

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

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

Good afternoon,

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

Please email comments to jmeadows@nwgrc.org within the following 15-day period: Friday, September 1, 2023 – Friday, September 15, 2023.

Julianne Meadows
Director of Regional Planning

n^rthwest
GEORGIA
REGIONAL COMMISSION

PO Box 1798

Rome, GA 30162-1798

(706) 295-6485

www.nwgrc.org

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

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

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

Please email comments to jmeadows@nwgrc.org within the following 15-day period: Friday, September 1, 2023 – Friday, September 15, 2023.

Comments

Name: Alan Hood

Date: 9/21/2023

Organization: GDOT Aviation

Comments:

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

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

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

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

Reviewing Regional Commission: Northwest Georgia

Contact Person: Julianne Meadows

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

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

E-mail: jmeadows@nwgrc.org

SIGN PICTURES 9-22-23

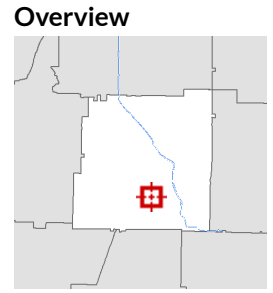
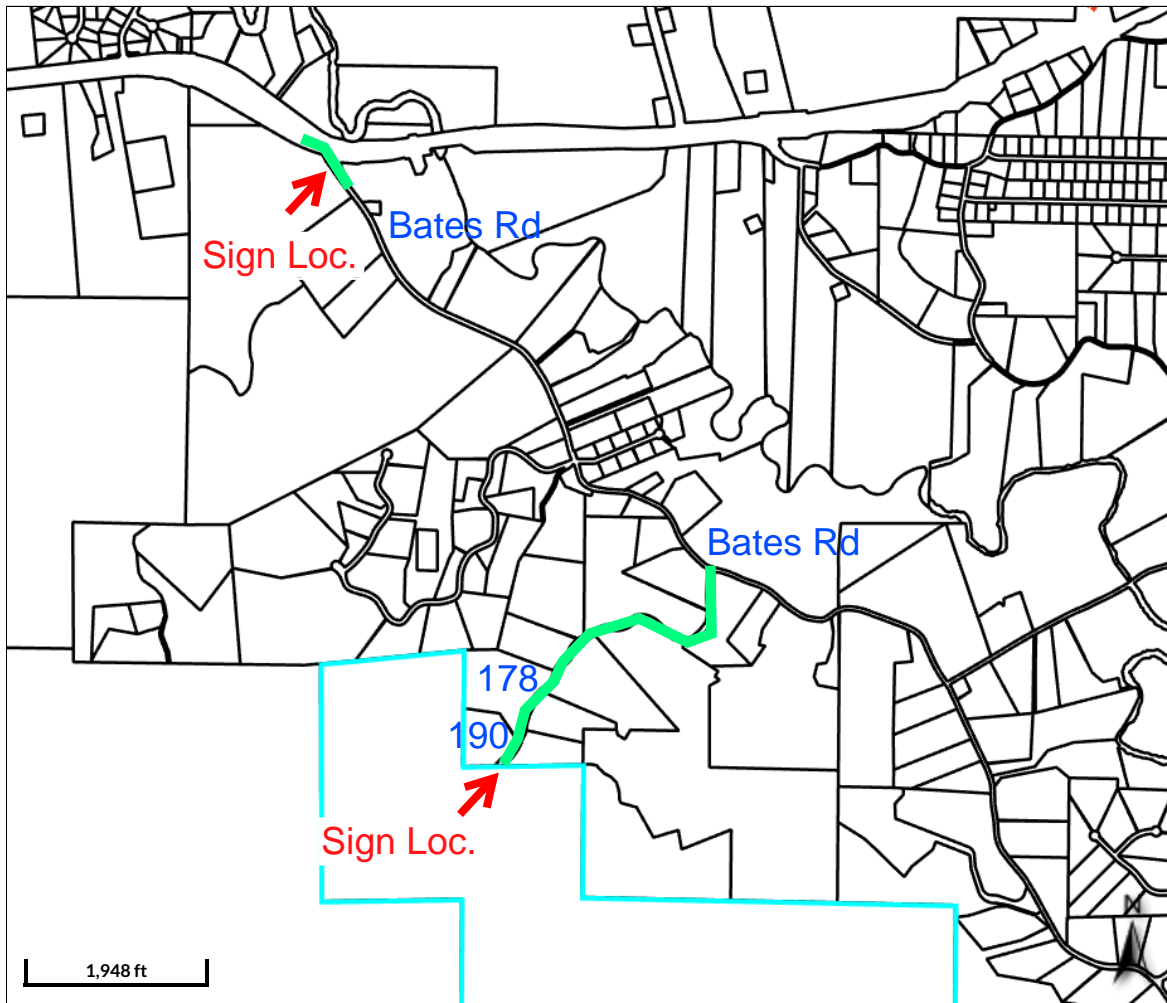
Meeting: November 2, 2023 Item3.

Carter Grove Blvd









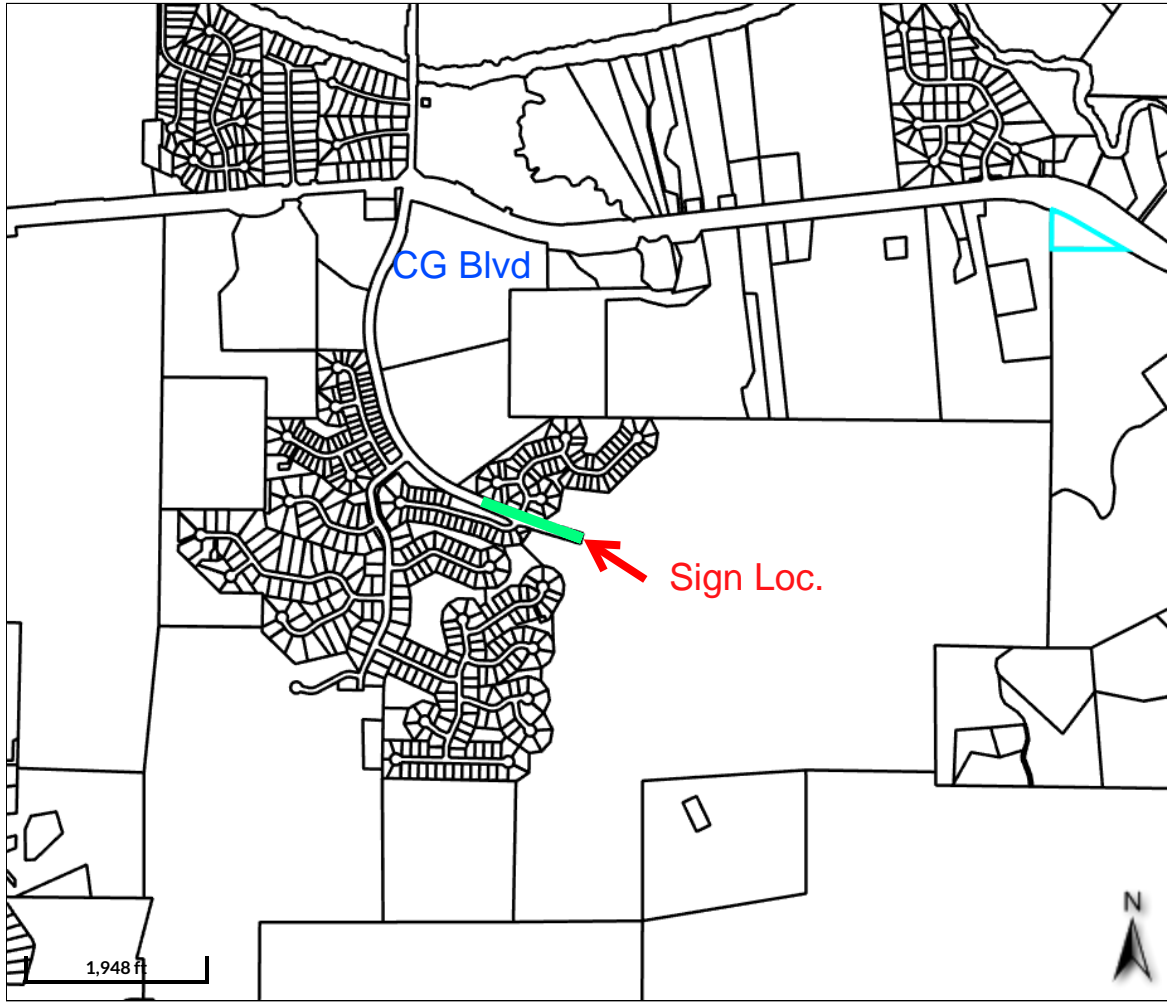
Legend
 □ Parcels
 — Roads

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

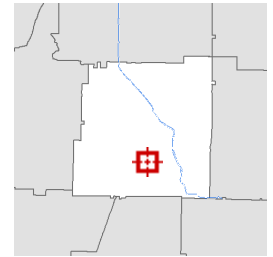
Date created: 9/15/2023
 Last Data Uploaded: 9/14/2023 9:00:16 PM

Developed by Schneider GEOSPATIAL

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



Overview



Legend

- Parcels
- Roads

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

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

Developed by **Schneider**
 GEOSPATIAL



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 2, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	49 Westover Lane Distributed Generation Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Residential customer has installed a solar power generation source (roof mounted solar panels) that will be interconnected with the city’s distribution system.</p> <p>When a power generation source connects to our distribution system, such as a solar power system, the Electric Department completes a visual inspection and field test to verify all operations meet our guidelines and do not negatively impact our system.</p> <p>The owner has signed the interconnection agreement and passed the field test. The Electric Department recommends Council approve the interconnection agreement and authorize the Mayor to sign on behalf of the City.</p>
LEGAL:	N/A

ELECTRICAL INTERCONNECTION AND POWER EXCHANGE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____,

by and between Edward Duke, hereinafter referred to as the "Owner"; and the City of Cartersville, a Georgia municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Owner desires to interconnect an eligible distributed generation system to operate in parallel to the City's electric system for production of electric energy intended primarily to offset part or all of the Owner's requirement for electricity; and,

WHEREAS, the City is or will be the electric supplier of the Owner's premises; and,

WHEREAS, the Owner's eligible distributed generation system will be installed at the Owner's premises located at 49 Westover Road SE, Cartersville Ga 30120; and,

WHEREAS, the Owner's eligible distributed generation system is defined by the State of Georgia as a "Renewable Energy Source" such that energy supplied is from a technology approved in the Georgia Green Pricing Accreditation Program; and,

WHEREAS, the Owner understands the City is not obligated to permit interconnection to or purchase power from distributed generation systems with a peak generating capacity exceeding 10 kW per residential installation or 100 kW per nonresidential installation.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Scope and Purpose

This Agreement describes the conditions under which the City and the Owner agree that the distributed generating facility or facilities may be interconnected to and operated in parallel with the City's electric system and power exchange arrangements. Other services the Owner may require from the City are covered under separate agreements.

The following exhibits are incorporated and made a part of this Agreement:

Exhibit A: Owner's "Application for Interconnection of Distributed Generation Facility" describing in detail the Owner's distributed generation facility, hereinafter referred to as the "System".

Exhibit B: City's "Authorization or Non-Authorization" to connect.

Exhibit C: City's "Distributed Generation Energy Rider".

Exhibit D: City’s “Notice of Power Exchange Amount”.

2. Term and Termination

2.1 The term of this Agreement begins on the date first set forth above (regardless of the date that the Owner is authorized to interconnect the System pursuant to Section 5 below) and continues until December 31 of the same year then continues for ten (10) successive 1-year terms from January 1 to December 31 unless terminated prior by either party pursuant to the provisions of this Agreement.

2.2 Either party may terminate this Agreement at any time by providing 90 days written notice to the other party. In the event of a sale of the Owner’s premises, then this Agreement will terminate upon that sale.

2.3 The City may terminate this Agreement at any time for violation of this Agreement upon written notice to the Owner.

2.4 At the time of termination of this Agreement for any reason, the City reserves the right, but not the obligation, to perform lock out procedures to disconnect the Owner’s System from the City’s electric system.

3. Summary and Description of Owner’s System

3.1 The Owner’s System is a self-contained electric generation system including direct current disconnect apparatus, if applicable, alternating current disconnect/lockout, over-current protective device, and all related electrical equipment upstream of the over-current protective device, as set forth on Exhibit A. The System begins and continues up-stream towards the distributed generation from the overcurrent protective device on the Owner’s premises. However, the meter socket(s) and related electrical connects are part of the System and are the responsibility of the Owner. The meter(s) is (are) City equipment.

3.2 The type of Distributed Generation equipment is: Solar.

3.3 Capacity of the Distributed Generation equipment is: 4.5 kW.

3.4 The expected annual energy production of the Distributed Generation equipment is: _____ kWh.

3.5 The expected date of initial operation of the Distributed Generation equipment is: 11/3/2023.

4. Installation and Permitting

4.1 The Owner and the System must comply with all applicable National Electric Code (NEC), UL and IEEE requirements, including, but not limited to:

UL 1741-Standard for Static Inverters and Charge Controllers for Use with Photovoltaic Systems.

IEEE Standard 1547 (2003): Standard for Interconnecting Distributed Resources with Electric Power Systems. [NOTE: UL 1741 will soon be incorporated into IEEE 1547].

Other organizations, such as the Canadian Standards Association (CSA), test to UL 1741. If the inverter is tested by an organization other than Underwriters Laboratories, the test data must be submitted to the City.

The Owner at the Owner's expense must: 1) obtain all necessary electrical permits for installation of the System and 2) obtain and maintain any government authorizations or permits required for the operation of the System. The Owner must reimburse the City for any and all losses, damages, claims, penalties, or liability the City incurs as a result of Owner's failure to obtain or to maintain any governmental Authorizations and permits required for construction and operation of the Owner's System.

4.2 The Owner or its contractor must construct the System as specified in Exhibit A.

4.3 The Owner must provide a manual, lockable, load-break disconnect switch that provides a "visible air gap" adjacent to the point of connection to the City's electric system to provide a point of electrical separation between the Owner's System and the City's electric system. The City will approve the location of the disconnect switch. The disconnect switch must be easily visible, mounted separately from the metering equipment, readily accessible to the City personnel at all times, permanently labeled "GENERATION DISCONNECT", capable of interrupting the maximum available fault current of System, and capable of being locked in the open position with the City's lock. The City may open the disconnect switch thereby isolating the Owner's System from the City electric system for any reason that the City deems necessary including, but not limited to, maintenance or emergency work, the System adversely affecting other customers of the City, failure of the System to comply with codes/regulations, the System creating hazardous or unsafe conditions, the Owner's failure to pay utility bills when due, and failure to comply with the UL Standards in Section 4.1 above.

The Owner understands the City may accept, but is not obligated to accept, renewable energy credits from the Owner. If Owner anticipates transferring renewable energy credits to the City, the Owner must provide an approved meterbase installed adjacent to the disconnect switch mentioned above suitable for a City meter. City shall own this meter, known as the production meter.

4.4 The System must meet the following power quality requirements:

4.4.1. Voltage – the System must operate within 88 to 110% of nominal voltage. Response to voltages outside this range shall be as follows:

<u>Voltage</u>	<u>Maximum Trip Time</u>
$V < 50\%$	10 cycles
$50\% \leq V < 88\%$	120 cycles
$88\% \leq V \leq 110\%$	normal operation
$110\% < V \leq 120\%$	60 cycles
$V > 120\%$	10 cycles

4.4.2 Flicker – The System shall not create objectionable flicker for other City customers. Flicker is considered objectionable when it either causes a modulation of the light level of lamps sufficient to be irritating to humans or causes equipment malfunction.

4.4.3 Frequency – The System must have a frequency range of 59.3 to 60.5 Hz. When the interconnected system frequency is outside this range, the System shall trip within 10 cycles.

4.4.4 Waveform Distortion (Harmonics) – The System must have low current-distortion levels to ensure that no adverse effects are caused to other equipment connected to the City’s electric system. When the System is serving balanced linear loads, harmonic current injection into the City’s network shall not exceed the following:

Odd harmonics (h):

$h < 11$	$11 \leq h < 17$	$17 \leq h < 23$	$23 \leq h < 35$	$35 \leq h$
4.0%	2.0%	1.5%	0.6%	0.3%

Maximum Total Demand Distortion (TDD) 5.0%

Even harmonics: Even harmonics are to be limited to 25% of the odd harmonics shown above.

4.4.5 Power Factor – The System must operate at a power factor >0.85 (leading or lagging) when output is greater than 10% of full load.

4.4.6 Islanding Protection – The System must cease to energize the utility line when the inverter is subjected to islanding conditions. The System must immediately, completely, and automatically disconnect from the City’s electric system in the event of a fault on the Owner’s System or loss of source on the City’s electric system. The City, at its own discretion and expense, may conduct periodic testing of anti-islanding. Anti-islanding is a means by which the Owner’s System will cease to generate when it is still connected to the isolated (due to fault clearing or other switching) section of the City’s electric system.

4.4.7 Isolation Transformer – The City may require a dedicated power transformer between the System and City-owned equipment in order to minimize adverse effects on other City customers.

4.5 The Owner’s over-current protective device (Breaker) at the service panel must be dedicated and must be capable of interrupting the maximum available fault current. The Breaker shall be clearly marked to indicate power source and connection to the City’s electric system.

4.6 The Owner, at the Owner’s expense, must pay for any additional equipment required to connect the System to the City’s electric system.

5. Written Authorization for Connection

The Owner may not connect the System to the City’s electric system until: 1) this Agreement has been fully executed by the parties, 2) the System has been tested, and 3) written authorization to connect the System, in a form substantially similar to Attachment B, has been given to the Owner by the City. The City may have representatives present at the initial testing of the Owner’s System and may perform (at its own expense) whatever testing of the Owner’s System that the City deems necessary.

After written authorization to connect the System to the City’s electric system has been given, the Owner shall make no changes or modifications in the System or of its mode of operation without the prior written approval of the City.

6. Warranty

The City’s inspection and approval, if any, of the System is solely for the City’s benefit and does not constitute a warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Owner or leased by the Owner from third parties, including without limitation the System and any structures, wires, appliances or devices appurtenant thereto.

7. Indemnity and Liability

7.1 The Owner releases and agrees to indemnify, defend and hold harmless the City, its agents, officers, employees and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the Owner’s activities, actions or omissions under this Agreement.

7.2 Nothing in this Agreement shall be construed as a waiver by the City of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to the City under law.

8. Location of System

The System will be installed in the physical location specified or depicted in Exhibit A. The Owner cannot relocate and connect the System at another premises or physical location without filing a new interconnection application with the City or requesting modifications to this Agreement allowing for connection at the alternate location. In the event that such approval is given, any relocation and installation of the System will be at the Owner’s sole expense.

9. Access to Premises

The Owner will provide the City access to the Owner’s premises to (i) inspect the Owner’s System, (ii) to read and to replace meters, (iii) to open the load-break disconnect switch, and (iv) to disconnect the interconnection facilities at the City’s meter or transformer.

10. Maintenance of System

The Owner, at the Owner’s sole cost and expense, will maintain the System including, but not limited to, all over-current protective equipment, in a safe and prudent manner and in conformance with all applicable laws, codes and regulation, including, but not limited to, the requirements of Section 4 above. The Owner must retain all records for such maintenance. These records must be available to the City for inspection at all reasonable times.

11. Safety

The Owner agrees to install, operate and maintain the System in a safe and prudent manner and in conformance with all applicable laws, codes and regulations including, but not limited to, those contained in Section 4 above.

12. Power Exchange Rate

The rate at which electrical energy is purchased by the City from the System is described in the “Distributed Generation Energy Rider”, attached as Exhibit C, or successor riders as may be approved by the City.

13. Power Exchange Amount

The maximum amount of electrical energy purchased by the City from the System is described in the “Notice of Power Exchange Amount”, attached as Exhibit D, or successor notices as may be provided by the City.

For Systems exceeding peak generating capacity of 10 kW per residential installation or 100 kW per nonresidential installation, City may alter the amount of electricity purchased from System or cease purchasing electricity from System by providing ninety (90) days written notice to Owner in a form substantially similar to Attachment D.

14. Power Exchange Obligations of City

The City agrees to:

- a) Purchase excess electricity generated at the Owner's referenced premises, per the City's notice of power exchange amount.
- b) Install appropriate electrical metering that provides for flow of energy both into (from the City) and out of (to the City) the property, such metering to provide a reading of the energy used or supplied during any billing period.
- c) Install appropriate electrical metering (production meter) that provides for flow of energy from System, such metering to provide a reading of the total energy generated, if Owner elects to transfer Renewable Energy Credits.
- d) Bill or make payment to the Owner for the electrical energy consumed or exchanged, per the City's distributed generation energy rider.
- e) The City reserves the right to separate Owner's equipment from the City's lines and facilities if, in the exclusive opinion of the City, continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the City shall promptly notify Owner so that any unsafe condition can be corrected.

15. Power Exchange Obligations of Owner

The Owner agrees and warrants:

- a) That it has full power and authority to execute and deliver this Agreement and all documents contemplated hereunder, and to assure full performance and compliance.
- b) That the Owner will pay for the electrical power exchanged per the City's distributed generation energy rider set forth in Exhibit C or successor riders as may be approved by the City.
- c) That the Owner shall supply the City with appropriate electrical interconnection plans, which must be designed to protect the safety of the City and the general public, and which must be pre-approved by the City. Included in these plans must be the requirement that the customer-owned interconnection equipment must disconnect from the City's electrical system upon the absence of City utility power.
- d) That the Owner agrees to provide the City access to the metering equipment, and agrees to cooperate with the City for any special, temporary metering intended to monitor energy flows.
- e) That the Owner agrees to pay for any incremental City metering or electrical distribution system costs necessitated by this Agreement.
- f) That the Owner will provide, install, own and maintain such power exchange and interconnection equipment that provides for the safe interconnection to the City's system.
- g) That the Owner's installed generation and interconnection equipment will operate safely at the time of installation and throughout the term of the Agreement.
- h) That the Owner will notify the City of any changes to the Owner's system (size change, generation change, or change in interconnection equipment). Technical information on any changes in Owner's equipment must be provided to the City and pre-approval received from the City prior to Owner connection and operation of such equipment.

16. Assignment

This Agreement may not be assigned by the Owner without the prior written consent of the City, which may be withheld in its sole discretion. In the event of a sale of the Owner's premises, then this Agreement will terminate upon that sale. If the new owner desires to continue receiving Service, the new owner must enter into a new, separate agreement with the City.

17. Force Majeure

Neither party will be liable for delays in performing its obligations to the extent that the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence, including but not limited to, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbances.

18. Severability

If any provision of this Agreement is found to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect, and such term or provision will be deemed stricken for as long as it remains illegal or unenforceable.

19. Governing Law and Venue

17.1 Any tribunal enforcing this Agreement shall apply and construe it according to the laws of the State of Georgia.

17.2 In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation, arising there under will be in the Superior Court of Bartow County, Georgia, and, if necessary for exclusive federal questions, the United States District Court for the Northern District of Georgia. The Owner waives any objection to jurisdiction or venue of any action instituted pursuant to this section and may not assert any defense in any such action based on lack of jurisdiction or venue or based upon Forum Non Conveniens. The Owner waives any bond or surety or security upon such bond or surety which, but for this waiver, might be required by the City.

20. Survival

The provisions of this Agreement with respect to indemnification and liability will survive the termination of this Agreement.

21. Notices and Other Communications

Except as otherwise provided in this Agreement or as may be specified by the parties in writing, any notice or other communication required under this Agreement must be in writing and must be sent by registered or certified United States mail, or by messenger, or by facsimile, or by other electronic means. Any such notice or other communication must be addressed as follows and, if so addressed, will be effective upon actual receipt.

If to Owner: Company: _____
 Contact: Edward Duke
 Title: Home Owner
 Address: 49 Westover Road SE
Cartersville Ga 30120
 Phone: 714-270-6511
 Fax: _____

If to City: CITY OF CARTERSVILLE
 ATTN: ELECTRIC DIRECTOR
 P.O. BOX 1390 (if regular mail)
 320 S. ERWIN ST. (if overnight mail)
 CARTERSVILLE, GA 30120
 Phone: 770-387-5631
 Fax: 770-387-5630

22. Entire Agreement

This Agreement, together with its attachments, constitutes the entire agreement between the parties and supersedes all previous written or oral communications, understandings and agreements between the parties unless specifically stated otherwise within this Agreement. This Agreement may only be amended by a written agreement signed by both parties. Email and all other electronic (including voice) communications from the City in connection with this Agreement are for informational purposes only. No such communications is intended by the City to constitute either an electronic record or an electronic signature or to constitute any agreement by the City to conduct a transaction by electronic means. Any such intention or agreement is expressly disclaimed.

23. Acknowledgements Regarding Agreement

By signing below, the Owner acknowledges understanding of the terms of this Agreement and that the Owner may not connect the System to the City’s electric system until the Owner has received written authorization to connect from the City. Within 30 days after notice from the Owner that the System is ready for interconnection to the City’s electric system, the City will inspect the System and will provide a written authorization to connect the System or a statement that the System may not be connected because of non-compliance with this Agreement.

24. Compliance with Ordinances and Regulations

The Owner shall perform all obligations under this Agreement in strict compliance with all applicable federal, state, and City laws, rules, statutes, charter provisions, ordinances and regulations.

25. Beneficiaries

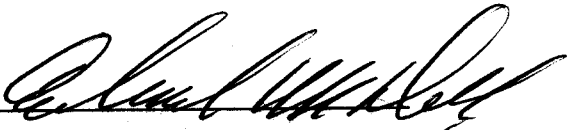
This Agreement is for the sole benefit of and binds the parties, their successors and assigns. This Agreement affords no claim, benefit or right of action to any third party. Any party besides the City or the Owner receiving services or benefits under this Agreement is only an incidental beneficiary.

26. Status of Owner

The Owner shall perform all operations under this Agreement as an independent Contractor, and not as an agent or employee of the City. No the City official or employee shall supervise the Owner. The Owner will exercise no supervision over any employee or official of the City. The Owner shall not represent that Owner is an employee or agent of the City in any capacity. The Owner has no right to Worker's Compensation benefits from the City or its insurance carriers or funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

WITNESS:

Owner 

By: 

Printed: EDWARD DUKE

Title: HOME OWNER

ATTEST:

City Clerk Julia Drake

CITY OF CARTERSVILLE,
a Georgia Municipal Corporation

By: Mayor Matthew J. Santini

Exhibit A

**APPLICATION FOR INTERCONNECTION
OF DISTRIBUTED GENERATION FACILITY**

(Attach Owner's "Application for Interconnection of Distributed Generation Facility" describing in detail the Owner's distributed generation facility, the "System".)



Application for Interconnection of Distributed Generation Facility

The following application must be completed in its entirety and returned to the City of Cartersville Electric System (CES) at least 30 days prior to the anticipated interconnection date so that ample time is given to process the request. **At no point is the customer permitted to operate their distributed generation facilities in parallel with CES's electric distribution system until written authorization has been received from CES. In addition, applicable permits must be obtained from the City of Cartersville Building Inspections Department prior to installation of the distributed generation and any associated equipment.**

APPLICATION FEE

Residential Generators:	No charge
Non-residential Generators:	No charge

DISTRIBUTED GENERATION POLICY

Customers desiring to interconnect and/or sell electrical energy to CES produced by a distributed generation facility must be eligible for participation.

A distributed generation facility must:

1. Be owned and operated by an electrical customer of CES for production of electric energy; and,
2. Be located on the customer's premises; and,
3. Be connected to and operate in parallel with CES's distribution facilities; and,
4. Be intended primarily to offset part or all of the customer's requirement for electricity; and,
5. Be a "Renewable Energy Source" as defined by the State of Georgia such that energy supplied is from a technology approved in the Georgia Green Pricing Accreditation Program.

CES is not obligated to permit interconnection or to purchase energy from a distributed generation facility that does not meet the requirements above or that has a peak generating capacity exceeding 10 kW per residential installation or 100 kW per nonresidential installation in accordance with The Georgia Cogeneration and Distributed Generation Act of 2001. Requests outside the scope of this policy will be evaluated on a case-by-case basis.

CES will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all customers equals 0.2% of the City's annual peak demand in the previous year. CES may purchase, but is not obligated to purchase, additional energy at a cost agreed to by it and the customer.

Metering:

CES will install single directional metering or bi-directional metering for an approved distributed generation facility depending on the customer's method of installation. All installed costs for metering and associated equipment will be paid by the customer prior to distributed generation service being initiated. Net metering is not employed by CES.

Bi-directional metering uses one (1) meter to separately measure both the flow of electricity from the utility to the customer and the flow of electricity from the customer to the utility. Bi-directional metering shall be used where distributed generation facilities are connected on the customer's side of the utility meter.

Single directional metering uses two (2) meters and is used where the generation facilities are not located on the customer's side of the utility meter. One meter measures the flow of electricity from the utility to the customer for the non-generating facility and the other meter measures the flow of electricity from the customer to the utility for the generating facility.

Payment for energy:

Payment for electricity shall be consistent with The Georgia Cogeneration and Distributed Generation Act of 2001 (OCGA § 46-3-50).

Bi-directional metering:

- CES shall own the bi-directional meter. CES shall measure electricity provided to customer and electricity received from customer during the billing period.
- Electricity provided to customer shall be billed in accordance with the standard tariff.
- Customer shall be credited for energy delivered to CES in accordance with the distributed generation energy rider.

Single directional metering:

- CES shall own both single directional meters. CES shall measure electricity provided to customer and electricity received from customer during the billing period.
- Electricity provided to customer shall be billed in accordance with the standard tariff.
- Customer shall be billed an administration charge each billing period and credited for energy delivered to CES in accordance with the distributed generation energy rider.

Application and approval:

The customer shall be responsible for all costs associated with distributed generation and ensure a safe and reliable interconnection with CES. All fees, metering, engineering, and installation costs must be paid and the following documents must be completed and approved in their entirety prior to interconnection:

- Application for Interconnection of Distributed Generation Facility
- Electrical Interconnection and Power Exchange Agreement
- Electrical Permit

Power quality requirements:

Power accepted from customer shall conform to the following power quality requirements:

Voltage – The system must operate within 88 to 110% of nominal voltage and must trip off-line in response to voltages outside this range as follows:

V<50%	10 cycles max.
50%≤V<88%	120 cycles max.
88%≤V≤110%	normal operation
110%<V≤120%	60 cycles max.
V>120%	10 cycles max.

Flicker – The system shall not create objectionable flicker for other City customers. Flicker is considered objectionable when it either causes a modulation of the light level of lamps sufficient to be irritating to humans or causes equipment malfunction.

Frequency – The system must operate within a frequency range of 59.3 to 60.5 Hz. and must trip off-line in response to frequencies outside this range within 10 cycles.

Waveform Distortion (Harmonics) – The system must have low current-distortion levels to ensure that no adverse effects are caused to other equipment connected to the City's electric system. When the system is serving balanced linear loads, harmonic current injection into the City's network shall not exceed the following levels:

Odd harmonics (h):

$h < 11$	$11 \leq h < 17$	$17 \leq h < 23$	$23 \leq h < 35$	$h \geq 35$
4.0%	2.0%	1.5%	0.6%	0.3%

Maximum Total Demand Distortion (TDD) 5.0%

Even harmonics: Even harmonics are to be limited to 25% of the odd harmonics shown above.

Power Factor – The system must operate at a power factor >0.85 (leading or lagging) when output is greater than 10% of full load.

Islanding Protection – The system must trip off-line and remain off-line in the event of a fault on the customer's system or loss of source on the City's electric system.

Physical requirements:

The customer's over-current protective device at the service panel must be dedicated and must be capable of interrupting the maximum available fault current and shall be clearly marked to indicate power source and connection to the City's electric system.

Customer is required to provide CES a readily accessible solid blade disconnect switch adjacent to the service point on the exterior of the building suitable for a utility lock. As determined by CES, the switch must meet "visible air gap" requirements, be placed at an approved location, be dedicated to utility, permanently marked "GENERATION DISCONNECT", and must be capable of interrupting the maximum available fault current of customer's distributed generation system.

Renewable energy credits:

The City may accept, but is not obligated to accept, renewable energy credits from the customer. If customer anticipates transferring renewable energy credits to the City, an approved meterbase must be installed adjacent to the above mentioned disconnect suitable for a City meter (production meter). CES shall own the production meter and CES shall measure electricity produced during the billing cycle.

Inspection and disconnection:

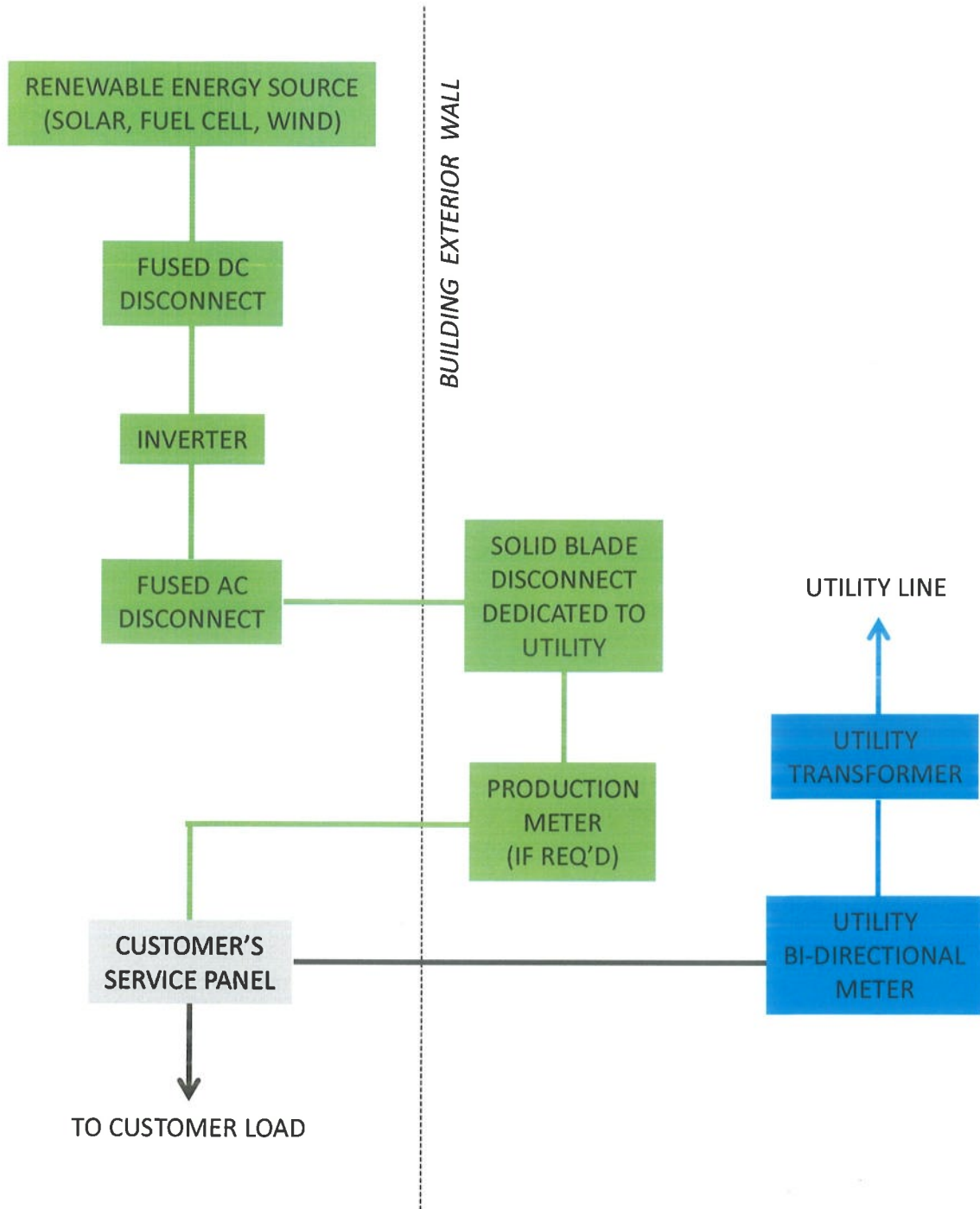
CES reserves the right to inspect and test customer's equipment at any time to ensure proper operation, compliance with safety requirements, or compliance with power quality requirements. CES may separate customer generation from utility system when, as determined by CES, customer system is unsafe or not in compliance.

CES reserves the right to separate customer generation from utility system when, as determined by CES, continued parallel operation with distribution system is unsafe or may cause damage to persons or property or when working on de-energized lines to isolate all sources of generation.

If utility service to customer is disconnected for any reason, distributed generation service will also be disconnected.

CES shall not be liable to any person, directly or indirectly, for loss of property, injury, or death resulting from the interconnection of a cogenerator or distributed generation facility to its electrical system.

CUSTOMER DISTRIBUTED GENERATION TYPICAL CONNECTION – BI-DIRECTIONAL METERING



Meeting: November 2, 2023 Item4.

SECTION 1 – APPLICANT CONTACT INFORMATION

CES Account Number: 5009906198269
Applicant Contact: Edward Duke
Applicant Owner/Company: _____
Address: 49 Westover Rd SE, Cartersville, GA 30120
Phone: 7142706511 Fax: _____
E-mail: harleykid59@gmail.com

SECTION 2 – GENERATING FACILITY LOCATION

Address: 49 Westover Rd SE, Cartersville, GA 30120

SECTION 3 – CONSULTING ENGINEER OR CONTRACTOR CONTACT INFORMATION

Consultant/Contractor Contact: Todd Jones
Consultant/Contractor Company: ADT Solar
Address: 295 Maltbie street, Lawrenceville, GA 30046
Phone: 4705916641 Fax: _____
E-mail: ToddJones@adt.com

SECTION 4 – GENERATING FACILITY/INVERTER INFORMATION

Generator Type: (circle one) Photovoltaic Wind Fuel Cell Hydro Geothermal Other (specify)
Manufacturer: LG ELECTRONICS
Model Name and Number: : LG375N1C-A6
kW Rating: 4.5 kVA Rating: 3.48 Interconnection Voltage: 240v
Will you supply the necessary var requirements?: (circle one) yes no
Disconnect Switch Manufacturer/Model Number: Eaton
Disconnect Switch Rating: 30A THD: _____ Max. Fault Current: _____
External Disconnect: (circle one) **yes** no If yes, location: Side of house
Can the system export power? (circle one) **yes** no Rated Frequency: TBD

Meeting: November 2, 2023 Item4.

SECTION 5 – RENEWABLE ENERGY CREDITS (REC's)

Is transfer of REC's to City anticipated? (circle one) **yes** no

External utility production meter: (circle one) **yes** no

SECTION 6 – ONE-LINE DIAGRAM AND ADDITIONAL INFORMATION

One-Line Diagram Attached: (circle one) **yes** no Product Literature Attached: (circle one) **yes** no

Obtained Electrical Permit: (circle one) yes **no**

Note: One-line diagram must include all major equipment including, but not limited to, generators, inverters, circuit breakers, and protective relays.

SECTION 7 – EXISTING ELECTRIC SERVICE

Main Panel Ampere Rating: _____ Main Panel Voltage Rating: _____

Service Character: (circle one) **Single phase** Three phase

SECTION 8 – DISTRIBUTED GENERATION INSTALLATION INFORMATION

Is the normal operation of this generator intended to provide power to meet base load, demand management, standby, back-up, or other? (describe) _____

Estimated In-Service Date: TBD Estimated Interconnection Date: TBD

SECTION 9 – APPLICANT'S CERTIFICATION

I, the Applicant, certify that I have read and understand CES's Distributed Generation Policy and that the information provided in this Application is true and accurate to the best of my knowledge.

Printed Name of Applicant: Edward Duke

Signature:  Date: 8/22/2023

SECTION 10 – TO BE COMPLETED BY CES PERSONNEL

CES Contact: JOHN DOOLEY

Phone: 770-387-5631 Fax: _____

E-mail: JDOOLEY@CITYOFCARTERSVILLE.ORG

Address: _____

Application accepted for review: (circle one) yes no If no, why: _____

Project Approval: (circle one) Approved Not Approved If not approved, why: _____

Type customer: (circle one) Residential Non residential

Utility metering: (circle one) Bi-directional Single directional

Production meter: (circle one) Yes No

Renewable Energy Credits: (circle one) Yes No

Fees: Metering: 0

Engineering: 0

Installation: 0

Total Fee: 0

Director's Signature (if approved): [Signature]

Date Interconnection/Power Exchange Agreement forwarded to Applicant: 9/21/2023

Date Interconnection/Power Exchange Agreement received from Applicant: 10/10/2023

Date Interconnection/Power Exchange Agreement approved by Council: _____

Exhibit B

AUTHORIZATION or NON-AUTHORIZATION

This notice is provided to the owner of a distributed generation system detailing authorization or non-authorization to connect to the City of Cartersville’s electric system pursuant to an existing Electrical Interconnection and Power Exchange Agreement.

This notice is an Exhibit B and is hereby made a part of said Agreement superseding any prior Exhibit B.

Name: Edward Duke

Address: 49 Westover Road


.....

System tested by: Jeromie Hartline

Date: 10/16/2023

.....

Section A: Authorization. The System has been inspected and tested and may be connected to the City’s electric system

Signed by: 

Printed Name: John B. Dooley

Printed Title: Assistant Director

Date: 10/20/2023

OR

Section B: Non-Authorization. The System cannot be connected to the City’s electric system because the System does not comply with Agreement or does not test properly.

Signed by: _____

Printed Name: _____

Printed Title: _____

Date: _____

Exhibit C

DISTRIBUTED GENERATION ENERGY RIDER

(Attach Distributed Generation Energy Rider)

**CITY OF CARTERSVILLE ELECTRIC SYSTEM
Electric Service Tariff**

DISTRIBUTED GENERATION RIDER, DGR-2

<u>PAGE</u> 1 of 2	<u>EFFECTIVE DATE</u> Bills Rendered on or after July 18, 2019	<u>Page</u> 33.00
------------------------------	--	-----------------------------

AVAILABILITY:

Applicable to Customers in all areas served by the Cartersville Electric System (the Utility) and subject to its service rules, regulations, terms, policies and procedures, as amended from time to time, which are incorporated herein by this reference, and desiring to install a distributed generation facility. Customer account(s) must be in good standing.

A distributed generation facility must:

1. Be owned (or leased) and operated by an existing Customer for production of electric energy, and
2. Be connected to and/or operate in parallel with the Utility’s distribution facilities, and
3. Be intended primarily to offset part or all of the Customer’s generator’s requirement for electricity, and
4. Have peak generating capacity of not more than 10 kW for residential applications and not more than 125% of actual or expected maximum annual peak demand of the premise for commercial applications.
5. Be installed on the customer side of the meter.

MONTHLY METERING CHARGE:

Bi-Directional Metering Charge	\$2.50 per month
OR	
Single Directional	
Single-Phase	\$4.50 per month
Poly-phase	\$11.00 per month

The City of Cartersville Electric System will install single directional metering or bi-directional metering depending on the Customer’s method of installation. All installed costs for metering and associated equipment will be paid by the Customer at the time service is initiated under this policy.

Bi-directional metering is defined as measuring the amount of electricity supplied by the Utility and the amount fed back to the Utility by the Customer’s distributed generation facility during the billing period using the same meter. Bi-directional metering shall be used where distributed generation facilities are connected to the Utility on the Customer’s side of the Customer’s meter.

Single directional metering shall be defined as measuring electricity produced or consumed during the billing period, in accordance with normal metering practices. Single directional metering shall be used where distributed generation facilities are connected to the Utility’s distribution system on the Utility’s side of the Customer’s meter.

Administrative Charges:

The Utility requires each Customer with a distributed generation facility to pay the monthly administrative charges based on the electric rate.

Residential	\$10.00 per month
Commercial Non-Demand	\$12.00 per month
Small Power	\$14.00 per month
Medium Power	\$16.00 per month
Large Power	\$18.00 per month
Extra Large Power	\$20.00 per month

DISTRIBUTED GENERATION RIDER, DGR-2 (Continued)

PAGE 2 of 2	EFFECTIVE DATE	Page 34.00
-----------------------	-----------------------	----------------------

PAYMENT FOR ENERGY:

Bi-directional metering

1. When electricity supplied by the Utility exceeds electricity generated by the Customer’s distributed generation, the electricity shall be billed by the Utility in accordance with the applicable tariff(s).
2. When electricity generated by the Customer’s distributed generation system exceeds electricity supplied by the Utility, the Customer shall be billed for the customer charges as described in the standard rate for that billing period and credited for excess kWh generated during the billing period at the Utility’s avoided energy cost.

Single directional metering

1. For kWh’s generated by Customer’s distributed generation facility, Customer shall be compensated at the Utility’s avoided cost of energy (kWh) as determined by the Utility. The Utility will only compensate Customer for avoided energy kWh’s as determined by metered energy delivered to the Utility’s distribution system.
2. The Customer’s net bill will be calculated using the Utility calculation for avoided energy cost (as described below) credited to the Customer, netted against the billing period charges for the Customer’s regular service (according to the applicable tariff) based on actual metered energy.

Avoided Energy Cost

Payments by the Utility to the Customer for the billing period metered avoided energy kWh’s will be computed by the Utility in its sole discretion based on the average monthly wholesale market price as determined by the Municipal Electric Authority of Georgia (MEAG Power), the Utility’s Wholesale Energy provider.

SAFETY, POWER QUALITY, AND INTERCONNECTION REQUIREMENTS:

The Customer shall be responsible for ensuring a safe and reliable interconnection with the Utility and all costs incurred therein. The Utility has available, upon request, the following documents that must be completed and approved in their entirety prior to interconnection by the Customer to the Utility’s distribution system:

1. Application for Interconnection of Distributed Generation Facility
2. Interconnection Agreement
3. Electrical Power Exchange Agreement

The provisions in all documents outlined above are incorporated into this Tariff in their entirety. For the avoidance of doubt, Customer shall be deemed to have agreed to such provisions by applying for service under this Tariff.

The Utility will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all Customers equals the percentage of the Utility’s annual peak demand in the previous year as set forth in O.C.G.A. § 46-3-56(a). Additional energy may be purchased by the Utility at its sole discretion at a cost agreed to by it and the Customer provider. The Utility shall at no time be required to purchase energy from Customers in excess of amounts required by the DG Act.

The Utility reserves the right to separate the Customer generator’s equipment from City lines and facilities when, in the Utility’s judgment, the continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the Utility shall promptly notify the Customer generator so that any unsafe condition can be corrected.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 2, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Salem Trust Revised Fee Amendment
DEPARTMENT SUMMARY RECOMMENDATION:	As we migrate to the GMEB pension plan, a revised fee agreement amendment is needed with our current Pension plan custodian (Salem Trust). Salem Trust has agreed to continue as custodian for the existing pension fund investments that are illiquid. We are requesting Council approval to move forward with this amendment.
LEGAL:	Reviewed by Archer & Lovell

FEE AGREEMENT AMENDMENT
Effective Date: November 2, 2023

The Client agrees to pay Salem Trust Company a fee of 4.25 bps with an annual minimum fee of \$5,500.00 guaranteed for a period of 2 years. In the absence of being renegotiated, the annual fee will continue as detailed in this paragraph beyond year two. Custodian will provide Client with at least four months' prior written notice of any proposed increase to the annual fee.

If Salem Trust is terminated by the Client, the fee will be prorated for the period that custody services were provided during the calendar quarter.

Client acknowledges that Salem Trust receives compensation for providing shareholder services support of the Goldman Sachs money market mutual funds.

IN WITNESS WHEREOF, the duly designated representatives of the Client and the Custodian have executed this Agreement and have evidenced their ratification and consent to be bound by this Agreement, effective November 2, 2023.

Plan Name: City of Cartersville

Dated: _____

Authorized Signer

Authorized Signer

Salem Trust Company

Dated: _____

Mark F. Rhein, President



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 2, 2023
SUBCATEGORY:	Contract/Agreements
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	Matthew Hill Park Stadium Steps Renovation
DEPARTMENT SUMMARY RECOMMENDATION:	Parks and Recreation is seeking approval of the RFP from Patterson and Dewar Engineers, located in Norcross, GA., to furnish the design and civil documents for the stadium steps and retaining wall renovation at Mathew Hill Park. The RFP was publicized September 13, 2023, through October 18, 2023, and bids opened October 18, 2023. Patterson and Dewar submitted the only proposal for \$133,125.00. The scope of work will consist of the following: Survey, Schematic Design, Civil Engineering, Design Development, and Construction Administration for the final project. Staff recommend approval.
LEGAL:	Reviewed by Archer and Lovell

City of Cartersville, Georgia

STADIUM STEPS RENOVATION CIVIL DOCUMENTS – MATTHEW HILL PARK

PROPOSAL FORM

TO: Steve Roberts (Stadium Steps Renovation Civil Documents – Matthew Hill Park Proposal)
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT
P O BOX 1390
CARTERSVILLE GA 30120-1390

PROPOSERS:
IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO PROPOSERS, INSTRUCTIONS TO PROPOSERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE STADIUM STEPS RENOVATION CIVIL DOCUMENTS – MATTHEW HILL PARK FOR MONETARY CONSIDERATIONS.

A. LUMP SUM PROPOSAL PRICE FOR WORK SCOPE ITEMS, LISTED HEREIN, FOR ANY OR ALL OF THE PROJECTS LISTED UNDER SCOPE OF WORK AND PROJECT SPECIFICATIONS

\$ 133,125.00

Include a Schedule of Values listing prices for each Phase of the project

PROPOSER(S): Patterson & Dewar Engineers, Inc. BY: Zach Buffington, PLS, EIT

TITLE: Business Manager, Surveying & SUE SIGNATURE: _____

ADDRESS: 850 Center Way, Norcross, GA 30071

PHONE NUMBER: 770.453.1410

Schedule of Values For Each Project Phase

Project Totals	
Phase	Fee
Survey	\$12,775
Schematic Design	\$17,000
Design Development	\$41,100
Construction Documents	\$25,300
Bidding Assistance	\$8,900
Construction Administration <i>*Assumed 90-day construction</i>	\$28,050
Total	\$133,125

Litigation History

Patterson & Dewar Engineers has not been involved in any litigation in the last 10 years.

Financial Disclosure

As a private employee-owned company, Patterson & Dewar Engineers, Inc. does not provide access to the firm's financial information. The following reference letter from our bank is representative of our financial status.

**Contract Agreement
STADIUM STEPS RENOVATION CIVIL DOCUMENTS – MATTHEW
HILL PARK**

This Contract Agreement made and entered into on the 2nd day of November, 2023, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the “Owner”), and Patterson and Dewar, Inc, party of the second part, (herein called the “Contractor”).

Witnesseth:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

That the Contractor will furnish all products, tools, construction equipment, skill labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner for the Renovation of the Stadium Steps at Matthew Hill Park and will complete work in strict conformity with the Specifications, together with the foregoing Proposal made by the Contractor, the Invitation to Proposal, Instructions to Proposers, Project Specifications and Proposal Form and all hereto incorporated (if applicable) which form essential parts of this Contract Agreement, as if fully contained herein.

That the Contractor shall commence the work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work hereunder within three (3) weeks of the agreed upon start date.

The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States of America, the sum One Hundred Thirty Three Thousand and One Hundred Twenty Five Dollars (\$133,125.00).

The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents. Final payment on account of this Contract Agreement shall be made within thirty – (30) days after the completion by the Contractor of all work covered by this Contract Agreement and the acceptance of such work by the Owner, in accordance with the provisions of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto executed this Contract Agreement under their respective seals on the day and date first above written.

OWNER: City of Cartersville, Georgia

By: _____
Matthew J. Santini
Title: Mayor

WITNESS: By: _____ (SEAL)
 Julia Drake
 Title: City Clerk

CONTRACTOR: _____
By: _____
Name: _____
 (Please Print)
Title: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Notary Public
My Commission Expires: _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 2, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Opioid Litigation Representation
DEPARTMENT SUMMARY RECOMMENDATION:	This agreement will allow J. Anderson “Andy” Davis and his new law firm, to continue to represent the City of Cartersville in the opioid litigation case.
LEGAL:	This Agreement was provided by Archer and Lovell.

October 23, 2023

Via Email to dporta@cityofcartersville.org
and keithlovell11@gmail.com

City of Cartersville
Dan Porta, City Manager
P.O. Box 1390
Cartersville, GA 30120

E. Keith Lovell, Esq.
Archer & Lovell, P.C.
P.O. Box 1024
Cartersville, GA 30120

Re: National Opioid Litigation
City of Cartersville, Georgia Representation

Dear Dan and Keith:

I have left Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP (“BAB”) to create and join the law firm of Davis Lucas Carter LLP. Sam Lucas and Lee Carter will be joining the Firm, and Frank Beacham will be Of Counsel. Because I have been the lawyer primarily responsible for handling the matters on behalf of the City of Cartersville, this letter is to notify you that you may continue to retain me to represent Cartersville in all its matters, you may choose to have another attorney of Brinson, Askew, Berry (BAB) represent you, or you may select a new attorney unrelated to either myself or the BAB firm.

Please sign on the space below indicating your decision on how Cartersville would like to proceed and return one copy of this letter to the address designated so that continuity in your representation is assured.

Yours very truly,



J. Anderson (Andy) Davis
adavis@davislucascarter.com

_____ I wish for J. Anderson Davis to continue to represent Cartersville and handle our legal matters as before.

_____ I wish for an attorney of the BAB law firm to represent Cartersville.

_____ I wish to receive my files and select a new attorney unrelated to J. Anderson Davis or the BAB law firm.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 2, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Gas Meter Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	The Gas System is requesting the purchase of two Sensus 8-inch T-90 turbine meters for the SK America project. Our sole source provider, Equipment Controls Company, quoted \$31,601.50 for the meters. These are budgeted items recommended for approval.
LEGAL:	N/A

EQUIPMENT CONTROLS COMPANY, INC.
4555 S. BERKELEY LAKE ROAD
NORCROSS GA 30071
770-441-6400 Fax 770-448-7312

Meeting: November 2, 2023 Item8.

QUOTE DATE	QUOTE NUMBER
10/20/23	S2401699
ORDER TO: EQUIPMENT CONTROLS COMPANY, IN 4555 S. BERKELEY LAKE ROAD NORCROSS GA 30071 770-441-6400 Fax 770-448-7312	PAGE NO. 1

QUOTE TO:
 CARTERSVILLE, CITY OF
 P O BOX 1390
 CARTERSVILLE, GA 30120

SHIP TO:
 CARTERSVILLE, CITY OF
 155 OLD MILL ROAD
 CARTERSVILLE, GA 30120

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
25667	T-90	RYAN MALONE	

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
TIFFANY LONSBERRY	FREIGHT ALLOWED	Net 15 Days	10/20/23	Yes

ORDER QTY	PART NO	DESCRIPTION	Unit Price	Ext Price
		***** Shipping Instructions *****		
		* SHIP FREIGHT ALLOWED	*	
		*	*	
		* ***DELIVERY IS APPROXIMATELY 50 WEEKS	*	
		* ARO***	*	

1ea	3397	M-T-90-502-125	8617.440	8617.44
		T-90 502 MODULE ANSI 125 WP 175		
		INCLUDES TOP PLATE ASSEMBLY		
2ea	10416	T-90-125	11492.030	22984.06
		8" FLG T-90 METER ANSI 125 WP 175		
		TAXES NOT INCLUDED		
			Subtotal	31601.50
			S&H CHGS	0.00

This is a Quotation.

Price are firm for 30 days, subject to change without notice after 30 days.
 Applicable taxes extra.

Subtotal	31601.50
S&H CHGS	0.00
Amount Due	31601.50

QUOTATION TERMS AND CONDITIONS

Meeting: November 2, 2023 Item8.

The following terms and conditions are included in each and every sales quotation ("Quotation") issued by Equipment Controls Company, a Georgia corporation ("ECCO") to a prospective purchaser ("Customer").

- 1. ACCEPTANCE OF PURCHASE ORDERS.** Sales of any goods or any related services (collectively, "Products") referenced in Customer's written purchase order to ECCO ("Purchase Order") is expressly conditioned upon the terms and conditions set forth herein. Other than as specifically provided in a separate written agreement between ECCO and Customer, any additional or different terms specified or referenced in Customer's Purchase Order are hereby excluded and shall not be deemed effective or binding unless expressly agreed to in writing by an authorized representative of ECCO. ECCO's Quotation and these terms and conditions represent the entire agreement between the Customer and ECCO pertaining to the subject matter of the purchase and sale of Products and shall supersede all prior oral and written agreements, proposals, communications, and documents. No Purchase Order issued by Customer shall be deemed accepted unless or until ECCO issues a written acknowledgement. Any amendment, change order, revision, or termination to an already-accepted Purchase Order shall be subject to acceptance by an authorized representative of ECCO.
- 2. PRICES, TAXES.** The price set for in ECCO's Quotation ("Price") are in United States Dollars. Nothing set forth in Customer's Purchase Order shall modify or amend the quoted Prices, quantities, and/or the scope of Products offered, unless such modification or addition is agreed to in writing by ECCO prior to issuance of Customer's Purchase Order. For Products ordered which are not to be shipped within 30 days of the Quotation, the Price is subject to increase to the extent the manufacturer of such Products imposes a price increase on ECCO. In such event, ECCO shall notify Customer of the Price increase and Customer shall have the right to withdraw its order. Freight and any special shipping and handling charges are not included in the Price and shall be an additional Customer expense unless otherwise specifically provided for in the Quotation. The Price is exclusive of any taxes (including, without limitation, sales, use, value added, goods and services, business, property (real or personal, tangible or intangible), license, documentation, registration, import, export, excise, franchise, stamp, or other tax), custom fees or tolls, levy, impost, withholding, fee, duty or other charge of any nature imposed by any governmental authority or other tax authority in any jurisdiction, and any and all fines, penalties, additions to tax, interest and other charges relating thereto (collectively, "Taxes"). All Taxes shall be paid by Customer in addition to the Price. Customer shall deliver any certifications and other documents required to demonstrate eligibility and to benefit from any exemption or other relief from any Taxes and shall be responsible for payment for any applicable Taxes unless exemption certificates are provided prior to shipment.
- 3. PACKAGING, SHIPPING.** ECCO shall pack all Products in accordance with its standard commercial practices. If Customer has any special shipping or handling requirements, Customer shall notify ECCO in a timely manner regarding any such special requirements, and Customer shall be responsible for any associated increases in cost to pack and ship the Products.
- 4. DELIVERY, TITLE, AND RISK OF LOSS.** ECCO's quoted delivery schedule represents its best estimate and is based on current schedules, inventory and workload. ECCO shall have no liability for delay or any damages or losses sustained by Customer as a result of such estimate not being met. Partial deliveries shall be permitted. Unless otherwise provided in the Quotation or agreed to by ECCO in writing, delivery shall be deemed to have occurred FOB Destination at the ship to address set forth in Quotation with freight charges separately charged to Customer and not included in the Price. Title and liability for loss or damage to the Products shall transfer from ECCO to Customer upon delivery of the Products to the ship to destination. Customer shall immediately inspect each shipment and notify ECCO of any nonconformity of such shipment.
- 5. PAYMENT.** Customer shall pay for all Products delivered or date services performed within 15 days from the date of ECCO's invoice unless other payment terms have been specifically agreed to by ECCO. ECCO reserves the right to assess interest on any payments not received within 30 days of the date due until receipt of payment in full at the lesser of (a) one and one-half percent per month, or (b) the maximum rate permitted by law, and to charge Customer for any collection or litigation expenses, including reasonable attorney's fees incurred by ECCO in the collection of late payment. In addition to any remedies under law, ECCO may at its sole discretion suspend future deliveries or services until all delinquent payments due are received. ECCO may require an advance payment or milestone payments prior to shipment. All payments hereunder shall be paid without any deductions, set-off, or counter-claims including for any Taxes or freight.
- 6. FORCE MAJEURE AND EXCUSABLE DELAY.** ECCO shall not be liable for any damages of any kind for delayed or non-performance if such delayed or non-performance is due directly or indirectly to: (a) Customer, including omissions or failure to act on the part of Customer or its agents or employees; (b) An Event of Force Majeure, defined herein as including acts of God, acts of public enemies, fires, floods or unusually severe weather conditions, strikes, lockouts, disputes with workmen or other hostilities, embargoes, wars, riots or civil disturbances, epidemics or quarantine restrictions, delays or shortages of transportation, governmental action including the government's denial or failure to grant an export license or other needed government authorization; (c) Causes beyond ECCO's reasonable control, including severe accidents at ECCO's warehouse, unforeseen production or engineering delays or inability of ECCO or its vendor to secure adequate materials, manufacturing facilities or labor, or any other acts and causes not within the control of ECCO, which by the exercise of due diligence and reasonable effort, ECCO would not have been able to foresee, avoid or overcome. ECCO shall notify Customer of any delayed or non-performance due to an excusable delay or Event of Force Majeure as soon as practicable. If either such event should occur, ECCO's period of performance shall be extended for a period of time equal to the duration of either such event. If the excusable delay or Event of Force Majeure extends more than six months, ECCO and Customer may mutually agree to terminate Customer's Purchase Order or any portion thereof impacted by the excusable delay or Event of Force Majeure, and Customer shall promptly pay ECCO for any delivered Products or services performed, any works in process, any termination costs, including vendor settlement expenses, and a reasonable profit on the terminated order or portion thereof that ECCO and Customer agreed to terminate.
- 7. NO WARRANTY OTHER THAN MANUFACTURERS WARRANTY.** CUSTOMER ACKNOWLEDGES THAT ECCO IS A DISTRIBUTOR ONLY AND THAT THE PRODUCTS ARE MANUFACTURED BY OTHERS AND THAT ECCO PROVIDES NO WARRANTY WHATSOEVER FOR THE PRODUCTS OTHER THAN A WARRANTY OF TITLE. EACH MANUFACTURER OF THE PRODUCTS PROVIDES ITS OWN LIMITED WARRANTY FOR THE PRODUCTS IT PRODUCES AND CUSTOMER SHALL BE ENTITLED TO THE BENEFITS AFFORDED BY SUCH MANUFACTURER WARRANTIES. ECCO MAKES NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE AND/OR PURPOSE) WITH RESPECT TO THE PRODUCTS.
- 8. PROPRIETARY INFORMATION.** For the term of Customer's Purchase Order, ECCO and Customer, to the extent of their right to do so, may exchange proprietary and/or confidential information not generally known to the public (Proprietary Information), only to the extent and as reasonably required to perform its obligation hereunder. Any document marked Confidential or Proprietary and all copies made of any such document shall be returned by the receiving party ("Recipient") of Proprietary Information to the disclosing party ("Owner") upon completion of the purpose for which they were provided, or destroyed by Recipient at Owner's direction. Neither ECCO nor Customer shall be liable for any disclosure if the data: (a) is generally available to the public (or becomes so) without breach of by Recipient; (b) was available to Recipient on a non-confidential basis from a source that had the right to disclose such information; (c) was rightfully in the possession of Recipient prior to receipt from Owner; or (d) was independently developed without use of Owner's Confidential Information. No license to a party, under any trademark, patent, copyright, mask protection right or any other intellectual property right, is either granted or implied by the disclosure of Proprietary Information to such party. No use of any ECCO trademark, service mark, trade name, design, logo or other trade dress may be made without the prior written consent of ECCO. Any ECCO mark or logo existing on the Product must not be altered or modified in any manner, combined with other elements, or rearranged without the prior written consent of ECCO. None of the Proprietary Information which may be disclosed or exchanged by Owner shall constitute any representation, warranty, assurance, guarantee or inducement to Recipient of any kind and, in particular, regarding the non-infringement of trademarks, patents, copyrights or any intellectual property rights, or other rights of third persons other than the rights expressly granted herein. Customer agrees that it will not attempt, nor will it direct or employ others to attempt, to reverse engineer the Product, subassemble

software that is sold by ECCO. The ownership in all Proprietary Information disclosed by an Owner to the Recipient pursuant to Customer s Purchase Order shall remain with Owner unless otherwise agreed in writing by ECCO and Customer. The confidentiality obligations herein shall expire upon the expiration of Customer s Purchase Order.

Meeting: November 2, 2023 Item8.

9. **INTELLECTUAL PROPERTY RIGHTS.** ECCO grants to Customer a nonexclusive, nontransferable, revocable license to use a copy of any software program embedded in any Product, in object code only, for use as part of the Product (License). Notwithstanding the foregoing, this License is subject to the following prohibitions: (a) Customer shall not attempt to decompile, reverse engineer, or disassemble the object code, or in any other way convert the object code into a human-readable form; (b) Customer shall not manufacture, sell, deliver or in any way provide any products containing the object code; (c) Customer shall not use the object code to create derivative or competing products of any kind; or (d) Customer shall not transfer the object code to a third party for any reason without prior written consent of ECCO, which may be withhold at ECCO s sole discretion, and only then subject to Customer executing a sub-license agreement with the same terms and conditions herein and providing ECCO the sub-license agreement executed by the transferee. Any transfer must be in full compliance with U.S. Export Laws and may require additional export licenses or other authorizations to be obtained by Customer and/or ECCO. Other than the License, ECCO is not granting any other rights to its or any Product manufacturer s intellectual property, patents, trademarks, software, or proprietary data, other than the right of Customer to use the Product for its intended purposes. ECCO s vendors and the Product manufacturers are direct and intended beneficiaries of this License and may enforce it directly against Customer.
10. **ORDER CANCELLATION.** Customer shall be responsible for and shall promptly pay ECCO for any re-stocking fees or other charges imposed upon ECCO for any cancelled order.
11. **GOVERNING LAW; ATTORNEYS FEES.** The Quotation, which includes these terms and conditions, the contract resulting from Customers Purchase Order, and (a) any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Georgia, USA, without regard to its conflict of laws provisions; and (b) personal jurisdiction and venue for any dispute thereunder shall be in the state and federal courts serving Gwinnett County, Georgia. In any litigation in connection with Customer s Purchase Order, the prevailing party shall be entitled to recover its expenses of litigation and reasonable attorneys fees from the non-prevailing party.
12. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF CLAIMS OR THE FORM OR CAUSE OF ACTION, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE (ACTIVE OR PASSIVE) OR OTHERWISE, ECCO SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND SHALL NOT BE LIABLE TO CUSTOMER FOR LOSSES OF USE, DATA, PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. EXCLUDING GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, ECCO S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A CUSTOMER S PURCHASE ORDER SHALL IN NO EVENT EXCEED ACTUAL, DIRECT, AND PROVEN DAMAGES OF THE PRICE OF THE PRODUCT DIRECTLY PURCHASED BY CUSTOMER UNDER THE ORDER GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY. TO THE EXTENT THESE TERMS AND CONDITIONS CONTAIN ANY SPECIFIC REMEDIES PROVIDED BY ECCO TO CUSTOMER, REGARDLESS OF FORM, SUCH REMEDIES SHALL BE PROVIDED BY ECCO ON A SOLE AND EXCLUSIVE BASIS AND IN LIEU OF ANY OTHER REMEDIES, DAMAGES, OR LOSSES.
13. **MODIFICATION.** Any modification of these Terms and Conditions shall be valid only if it is in writing and signed by the authorized representatives of both ECCO and Customer.
14. **ASSIGNMENT.** Customer may not assign or delegate a Customer Purchase Order or any of its rights, duties or obligations thereunder to any other party without the prior written consent of the other party. Any attempt by either party to assign or delegate any of its rights, duties or obligations regarding a Customer Purchase Order without such consent shall be void and of no effect.
15. **NO THIRD PARTY BENEFICIARIES.** Except as expressly provided herein, the rights hereunder are for the sole and exclusive benefit of ECCO and Customer and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.
16. **WAIVER.** If either ECCO or Customer, at its option, agrees to waive any of these Terms and Conditions, then such waiver shall not for any purpose be construed as a waiver of any succeeding breach of the same or of any other of these Terms and Conditions; nor shall such a waiver be deemed as a course of conduct.
17. **SEVERABILITY.** If any of these Terms and Conditions are at any time held to be invalid or unenforceable, then such term or condition shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of these Terms and Conditions, which shall remain in full force and effect.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 2, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Police Department
AGENDA ITEM TITLE:	New Vehicles for Police Department
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Police Department is requesting approval to purchase three vehicles from Ginn Motor Company to replace older vehicles in our fleet. This request includes two 2023 Chevrolet Tahoes for \$96,830.00, a 2023 Dodge Ram SSV truck for \$42,990.00, and an additional \$21,000.00 to equip these vehicles with lights, sirens, and radios. The total cost will not exceed \$160,820.00. This is a budgeted request and will be paid for by general funds.</p> <p>The E-Verify and E-Save documents have been submitted to the Police Department and are on file.</p>
LEGAL:	N/A



City of Cartersville

P O L I C E D E P A R T M E N T

Memorandum

To : Dan Porta, City Manager
From : Chief Frank L. McCann
Date : October 25, 2023
Ref : Purchase of two 2023 Chevrolet Tahoe police package vehicles and 2023 Dodge Ram SSV truck.

I am requesting approval to purchase two 2023 Chevrolet Tahoe's police package vehicles and a 2023 Dodge Ram SSV truck. This vehicle will replace older vehicles in our fleet. These vehicles will be paid for using the general fund and are budgeted items. The cost of the two 2023 Chevrolet Tahoe's police package vehicles is \$96,830.00 and the cost of the 2023 Dodge Ram SSV truck is \$42,990.00. I am requesting an additional \$21,000.00 to equip these vehicles with lights, sirens, and radios. The total cost of the vehicles will not exceed \$160,820.00. The vehicles will be purchased from Ginn Motor Company.

The E-Verify and E-Save documents have been submitted to the police department and are on file. I am requesting your support and recommendation for this purchase.



October 19, 2023

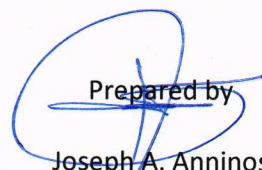
Quote prepared for



Chief Frank L. McCann

Deputy Chief T. Ellis

195 Cassville Road
Cartersville, GA 30120

Prepared by


Joseph A. Anninos
Commercial & Fleet Sales Manager

678-712-9739

Joe@GinnAutoGroup.com

October 19, 2023

Deputy Chief Ellis,

Thank your call. Attached is pricing for the 3 Tahoes and the RAM 1500 SSV. I'm also attaching a copy of the quote sent a few days ago. Please note that on the RAM 1500 SSV, the available dealer options are not installed on the truck. The price of \$42015 is without these options. Please specify if you would like these installed. If you do, the price will be \$42990.

2023 DODGE DURANGO POLICE PURSUIT AWD V8

Available in black, Destroyer Gray and Triple Nickel

(on the ground and In transit)

2023 Dodge CHARGER POLICE PURSUIT V8 RWD

(on the ground)

2023 RAM 1500 SSV 4WD V8

(on the ground)

2023 CHEVROLET TAHOE POLICE 4WD

(2 on the ground / 1 in transit)

- 1- Pricing info
- 2- Factory Window Sticker
- 3- Ginn Motor Company's Stipulations:
 - a. Terms and Conditions when ordering or purchasing a vehicle from Ginn Motor Company



Joseph A. Anninos
Commercial & Fleet Sales Manager
678-712-9739



2023 RAM CLASSIC SSV

\$52515

27D Customer Preferred Package

- **5.7L V8 HEMI MDS VVT Engine**
- **8-spd Auto Transmission**

Less Dealer Discount: \$1000

Less Government Incentives: \$9500

Price: \$42015

Available Dealer Options (to be installed):

MOPAR CHROME SIDE STEPS \$750

MOPAR HD RUBBER MATS \$225

Price with Dealer Installed Options: \$42990

Signature
10/19



(stock image)

2023 TAHOE 4WD POLICE VEHICLE

MSRP: \$53565

Less Government Bid Assistance \$5150

Your price: \$48415

TOTAL FOR 3 UNITS: \$145245

10/19



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 2, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Police Department
AGENDA ITEM TITLE:	Flock LPR Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	The Police Department is requesting approval to pay an invoice to Flock Safety for our six license plate readers (L.P.R.). with an amount not to exceed \$15,000.00. It is a budgeted item, and it will be paid for utilizing federal asset forfeiture funds.
LEGAL:	N/A



City of Cartersville

P O L I C E D E P A R T M E N T

Memorandum

To : Dan Porta, City Manager
From : Chief Frank L. McCann
Date : October 30, 2023
Ref : Flock Safety.

I am requesting approval to pay (\$15,000.00) Flock Safety for our six license plate readers (L.P.R.). It is a budgeted item and it will be paid for utilizing federal asset forfeiture funds.

flock safety

Meeting: November 2, 2023 Item 10.

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-23828
 Invoice Date: 10/13/2023
 Due Date: 11/12/2023
 Payment Terms: Net 30
 PO#:

Bill To: GA - Cartersville PD
 195 Cassville Rd
 Cartersville, Georgia, 30120

Ship To: GA - Cartersville PD
 195 Cassville Rd
 Cartersville, Georgia 30120

Billing Company Name: GA - Cartersville PD
 Billing Contact Name: T.E. Ellis
 Billing Email Address:
 Billing Phone:

Payment Terms: Net 30
 Contracted Billing Structure: Annual (100% Upfront)

Notes: Renewal 10/9/2023 - 10/8/2024

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	2	2,000.00	\$0.00	\$4,000.00
Flock Safety Falcon ®	2	2,000.00	\$0.00	\$4,000.00
Flock Safety Falcon ®	2	2,000.00	\$0.00	\$4,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
 Link to Location of Services:

Subtotal: \$12,000.00
Credit: \$0.00
Sales Tax: \$0.00
Total: \$12,000.00

C. Police
 OCT 26 2023

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com.

flock safety

Meeting: November 2, 2023 Item 10.

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-23827
Invoice Date: 10/13/2023
Due Date: 11/12/2023
Payment Terms: Net 30
PO#:

Bill To: GA - Cartersville PD
195 Cassville Rd
Cartersville, Georgia, 30120

Ship To: GA - Cartersville PD
195 Cassville Rd
Cartersville, Georgia 30120

Billing Company Name: GA - Cartersville PD
Billing Contact Name: T.E. Ellis
Billing Email Address:
Billing Phone:

Payment Terms: Net 30
Contracted Billing Structure: Annual (100% Upfront)

Notes: Renewal 10/8/2023 - 10/7/2024

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	1	1,500.00	\$0.00	\$1,500.00
Flock Safety Falcon ®	1	1,500.00	\$0.00	\$1,500.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal: \$3,000.00
Credit: \$0.00
Sales Tax: \$0.00
Total: \$3,000.00

Police
OCT 26 2023

Payment Remittance Information	
Pay by Check:	Pay by ACH:

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 2, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	2024 City Calendar Bids
DEPARTMENT SUMMARY RECOMMENDATION:	A New Dimension Graphic Design & Printing Inc. has been selected to provide 2024 City Calendar printing and mailing services, as they were the sole bidder of the project and have completed this project in previous years. The total cost is \$15,769.91 [\$15,182.03 for 10,500 calendars + \$587.88 for mailing services], which includes full-color printing, folding, binding, trimming, hole cutting, and mailing services. The design will be created in-house, using winning citizen-submitted photos from our 2024 City Calendar Photo Contest. We plan to have the 2024 calendars in our citizens' mailboxes no later than Friday, December 29, 2023. This is a budgeted item and recommended for approval.
LEGAL:	N/A



A NEW DIMENSION

Graphic Design
&
Printing...

Estimate

No **18639**

BILL TO:

Logan Bagley
 City of Cartersville
 Attn: Accounts Payable
 P.O. Box 1390
 Cartersville GA 30120
 Phone: 770-387-5612
 E-Mail: lbagley@cityofcartersville.org

Date: 10/24/23

Quantity	Description	Amount
10,500	2024 Calendar (28 Total Pages - 24 Inside Pages + Cover) 10,400 of Version 1 for Citizen Calendars 100 of Version 2 for Cartersville Fire Department Cover, 17 x 11 White 100# Pro Digital Gloss Cover, printed, 4 colors front in CMYK ink, 4 colors back in CMYK ink Inside Pages, 17 x 11 White 80# Futura Digital Dull Text, 6 sheets, printed, 4 colors front in CMYK ink, 4 colors back in CMYK ink Score Cover for Folding, Booklet Bindery, Face Trim & Drill Single Hole	\$ 15,182.03
9,447	Mailing Services for Automation Flats - Carrier Route Import Mailing List CASS Certification & NCOA Move Update Processing Address with Barcode Prepare Paperwork for USPS Sort, Tray & Deliver to USPS	\$ 587.88
Sales Rep: Mike		SUBTOTAL \$ 15,769.91
Turnaround Time is 10-12 Working Days from Proof Approval. This estimate is good for 30 days.		Sales Tax \$ 0.00
		SHIPPING \$ 0.00
		TOTAL \$ 15,769.91





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	November 2, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Matthews Garage Repair Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	In September, a city vehicle was involved in an accident, and the repair costs totaled \$11,478.44 with the city paying a \$1,000 deductible. I recommend approval of the vehicle repair with Matthews Garage.
LEGAL:	N/A

Mid-Atlantic Claim Center (BI-007)
 Email Supplements: supplementrequest@travelers.com
 By phone: (888) 299-7456
 PO Box 430
 Buffalo, NY 14240
 Phone: (800) 842-9897

Claim #: FZD4317001
 Workfile ID: 40ec8db8

Estimate of Record

Written By: DANIEL PARKER, 10/26/2023 10:27:44 AM
 Adjuster: DYLAN CUCCHI, (484) 878-6289 Business

Insured:	CITY OF CARTERSVILLE	Owner Policy #:	CT501PEHH8101H53891 1	Claim #:	FZD4317001
Type of Loss:	Comprehensive	Date of Loss:	10/16/2023 12:00 AM	Days to Repair:	10
Point of Impact:	16 Non-Collision	Deductible:	1000.00		

Owner (Insured):	Inspection Location:	Appraiser Information:	Repair Facility:
CITY OF CARTERSVILLE 1 N. ERWIN ST CARTERSVILLE, GA 30120-1390 (770) 655-0257 Evening	MATTHEWS GARAGE 18 PINSON DR CARTERSVILLE, GA 30120-0000 Field (770) 382-0900 Business	deparker@travelers.com (770) 862-3608	Matthews Garage 18 Pinson Dr Cartersville, GA 30120 (770) 382-0900 Business

VEHICLE

2021 FORD Explorer 4WD 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection White

VIN:	1FMSK8BB0MGB98037	Production Date:	09/2021	Interior Color:	
License:	GV1678	Odometer:	26715	Exterior Color:	White
State:	GA	Condition:			

TRANSMISSION	Air Conditioning	AM Radio	Xenon or L.E.D. Headlamps
Automatic Transmission	Intermittent Wipers	FM Radio	Blind Spot Detection
4 Wheel Drive	Tilt Wheel	Stereo	Lane Departure Warning
POWER	Cruise Control	Search/Seek	SEATS
Power Steering	Rear Defogger	Auxiliary Audio Connection	Cloth Seats
Power Brakes	Keyless Entry	Satellite Radio	Reclining/Lounge Seats
Power Windows	Message Center	SAFETY	3rd Row Seat
Power Locks	Steering Wheel Touch Controls	Drivers Side Air Bag	WHEELS
Power Mirrors	Rear Window Wiper	Passenger Air Bag	Aluminum/Alloy Wheels
Power Driver Seat	Telescopic Wheel	Anti-Lock Brakes (4)	PAINT
DECOR	Climate Control	4 Wheel Disc Brakes	Clear Coat Paint
Dual Mirrors	Dual Air Condition	Traction Control	OTHER
Privacy Glass	Backup Camera	Stability Control	Rear Spoiler
Console/Storage	Parking Sensors	Front Side Impact Air Bags	California Emissions
Overhead Console	Remote Starter	Head/Curtain Air Bags	TRUCK
CONVENIENCE	RADIO	Hands Free Device	Power Trunk/Liftgate

Estimate of Record

2021 FORD Explorer 4WD 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection White

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			7,795.84
Body Labor	24.3 hrs @	\$ 52.00 /hr	1,263.60
Paint Labor	16.0 hrs @	\$ 52.00 /hr	832.00
Mechanical Labor	5.3 hrs @	\$ 95.00 /hr	503.50
Paint Supplies	16.0 hrs @	\$ 38.00 /hr	608.00
Miscellaneous			60.00
Other Charges			415.50
Subtotal			11,478.44
Total Cost of Repairs			11,478.44
Deductible			1,000.00
Total Adjustments			1,000.00
Net Cost of Repairs			10,478.44

All supplements must be pre-approved by Travelers.

Supplement repair charges may be subject to rejection unless approved by Travelers prior to repairs.

This instrument is a damage estimate only and not an acceptance of liability or authorization to repair.

Repair must be pre-authorized by the vehicle owner.

Vehicle owner maintains the right to repair vehicle at a repair facility of their choice.

Please present this estimate to the repair facility prior to repairs.

Necessary Information for Photograph and Video Estimates (READ CAREFULLY):

This estimate may have been completed based wholly or in part using photographs and/or video. Because of the use of photographs and video, this estimate may not be complete, as there could be hidden damage. You should provide this estimate to the shop of your choice prior to commencement of work. If your shop finds additional damages or undiscovered damages, Travelers will work with your repairer to assess the appropriate scope of work. Your shop is instructed in this estimate to contact Travelers through its supplement process and the damages they discover must be reviewed and approved prior to repairing the vehicle. In the event that you are not repairing your vehicle and believe that our estimate does not account for all of your damages, please contact your Claim professional to discuss and address your concerns and options.

NOTICE TO THIRD PARTY CLAIMANTS: Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may be a violation of Code Section 16-8-4 of the O.C.G.A. If you have any questions, contact your lending institution.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTER MARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTION OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.