



P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120
Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org

COUNCILPERSONS:

Matt Santini – Mayor
Dianne Tate – Mayor Pro Tem
Kari Hodge
Lindsey McDaniel, Jr.
Lori Pruitt
Jayce Stepp
Louis Tonsmeire, Sr.

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 9/4/2014
Work Session – 6:00 P.M.

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. August 21, 2014 (Pages 1-7)

[Attachments](#)

B. First Reading of Ordinances

1. Amendment to Retirement Board Ordinance (Pages 8-10)

[Attachments](#)

C. Certification

1. Equitable Sharing Agreement and Certification (Pages 11-17)

[Attachments](#)

D. Bid Award/Purchases

1. Taser Purchase (Pages 18-20)

[Attachments](#)

2. Automatic Electronic Defibrillators for Police Dept. (Pages 21-29)

[Attachments](#)

3. Vehicle Purchase (Pages 30-35)

[Attachments](#)

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4. Firehouse Software Annual Maintenance (Pages 36-37)

[Attachments](#)

5. Automated Side Loader Residential Garbage Truck (Pages 38-39)

[Attachments](#)

6. Contract/Payment Agreement for DDA (Pages 40-48)

[Attachments](#)

E. Proposals

1. Downtown Festival Zone Proposal (Pages 49-51)

[Attachments](#)

F. Contracts/Agreements

1. Bartow County School System - Facility Usage Agreement (Pages 52-56)

[Attachments](#)

G. Resolutions

1. Date/Time Change for December 4, 2014, January 1 & 15, 2015 Council Meetings (Pages 57-58)

[Attachments](#)

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.



City of Cartersville

City Council Meeting
9/4/2014 7:00:00 PM
August 21, 2014

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Your approval of the August 21 Minutes is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 August 21, 2014
 6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Hodge

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Louis Tonsmeire, Sr., Council Member Ward Three;; Dianne Tate, Council Member Ward Five; Lori Pruitt, Council Member Ward Six; Sam Grove, City Manager; Connie Keeling, City Clerk and David Archer, City Attorney. Lindsey McDaniel Council Member Ward Four was absent.

II. Regular Agenda

A. Council Meeting Minutes

- 1. August 5, 2014 9:00 a.m.**
- 2. August 7, 2014 9:00 a.m.**
- 3. August 7, 2014 7:00 p.m.**

A motion to approve the August 5, 2014; August 7, 2014 9:00 a.m.; and August 7, 2014 7:00 p.m. City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

Mayor Santini stated that there is an item that was tabled from the last City Council Meeting to be addressed and asked that it be taken off the table and moved to the beginning of the meeting. A motion to remove this item from the table and moved to the beginning of the meeting was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

B. Tabled Items

- 1. File SU14-02: Special use application by Cortney Hultman for property at 221 Fite Street (approximately 0.2 acres) to allow expansion of a nonconforming use (restaurant) on a R-7 (Single Family Residential) zoned lot.**

Randy Mannino, Planning and Development Director stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested

that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this tract is located at 221 Fite Street at the intersection with Walker Street. The applicant, who has owned and operated Moore's Gourmet Market for over 10 years, has also owned the adjacent rental house. This house was built in approximately 1997 and the applicant proposed to demolish the house, add a solid fence and landscaping adjacent to the single-family residence on Walker Street and expand the overflow parking area on this lot. Mr. Mannino stated that the applicant has stated that the added parking will help the potentially dangerous situation in which users of both the nearby park and his restaurant park along the road. If approved the applicant understands that he will also need approval of the Historic Preservation Commission before a demolition permit may be issued. Mr. Mannino stated that there have been no additions or deletions since the first reading, staff has no objections and the Planning Commission had recommended approval.

Mayor Santini opened the floor for a public hearing. Shep Helton (representative for Mrs. Templeton) came forward and stated that he had spoken with Mr. Hultman but they had not come to an agreement. Mr. Helton reiterated his objections and challenged the appropriateness of the application. Courtney Hultman and Mitch Mitchell came forward to speak for the application. With no further comments Mayor Santini closed the public hearing.

A motion to approve the application with the condition that there be at least a seven (7) foot lapped (double sided) fence with landscaping that will reduce the light and noise was made by Council Member Tate and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 28-14

Petition No. SU14-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by For the Love of Food LLC. Property is located at 221 Fite Street. Said property contains 0.2 acres located in the 4th District, 3rd Section, Land Lot(s) 525 as shown on the attached plat Exhibit "A". Property is hereby rezoned from R-7 (Single Family Residential) to allow expansion of a nonconforming use (restaurant) on a R-7 zoned lot. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 17th day of July 2014.

ADOPTED this the 21st day of August 2014. Second Reading.

**/s/ Matthew J. Santini
Matthew J. Santini
Mayor**

ATTEST:

**/s/ Connie Keeling
Connie Keeling
City Clerk**

C. Contracts/Agreements

1. GDOT Signal Documents for Cloverleaf Redesign Project

Tommy Sanders, Public Works Director stated that GDOT has submitted two documents for the Mayor's signature, a Request for Traffic Signal and the Communication Service Agreement for a proposed signal on SR61 at SR3/US 41 West Bound Ramp. Mr. Sanders stated that these are standard documents and recommended approval for the Mayor to sign any and all documents for this item.

A motion to approve the Mayors signature on any and all documents for this item was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

D. Change Order

1. Final Adjustment Change Order – WTP Filter Rehab

Bob Jones, Water Department Superintendent stated that council approved the Water Treatment Plant Filter Rehabilitation project with Haren Construction Company in the amount of \$566,000.00 on July 18, 2013. During construction, modifications were made that resulted in a net additional cost of \$754.60 and Mr. Jones recommended approval of this Final Adjustment Change Order.

A motion to approve the Final Adjustment Change Order was made by Council Member Pruitt and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

E. Bid Award/Purchases

1. Highway 41/411 24" and 36" Relocation Project

Bob Jones, Water Department Superintendent stated that bids were received for the installation of piping for the Highway 41/411 Utility Relocation Project. This requires the relocation of 24 inch and 36 inch ductile iron pipe to accommodate the DOT Bridge/ interchange improvements in the area. Based upon the recommendation of the city engineers, Mr. Jones

recommended the low bid from Unity Construction Company in the amount of \$1,153,455.00.

A motion to approve the low bid from Unity Construction Company was made by Council Member Pruitt and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

2. 2014 Water Department Annual Chemical Purchase Order Approval

Bob Jones, Water Department Superintendent stated that this is the annual blanket purchase order for chemicals purchased for the Water Treatment Plant, Wastewater Treatment Plant and Drinking Water Laboratory. Mr. Jones stated that fixed prices have been requested from each vendor for a 12 month period ending August 31, 2015 and recommended approval.

A motion to approve the annual Chemical Purchase Order was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

3. Pipe for Gas Department

Michael Hill, Assistant Gas Superintendent stated requested bids for 910 feet of 4 ½” coated steel pipe and 660 feet of 2 3/8” coated steel pipe. Three bids were received and Mr. Hill recommended the low bid from McJunkin Red Man Corporation in the amount of \$9,818.50.

A motion to approve the low bid from McJunkin Red Man Corporation was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

4. Odorant for Gas Department

Michael Hill, Assistant Gas Superintendent stated that it is time to fill the odorant tanks at Stations One and Two in Floyd County. Federal regulations require that the odorant be added for safety. GPM Equipment Sales, Inc is the sole provider in this area and Mr. Hill recommended approval to purchase 510 gallons of odorant based on the current cost of \$24.50 per gallon for a total cost of \$12,495.00.

A motion to approve the purchase from GPM Equipment Sales, Inc. was made by Council Member Hodge and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

5. Server Upgrade for Police Department

Tommy Culpepper, Police Chief stated that the IT Department had advised the Police Department of a need to upgrade its server capacity. After a review of needs and options available the best and least costly option, Chief Culpepper recommended approval of the following for a total cost of \$15,300.00.

- | | | |
|----|-------------------------------------|------------|
| 1. | The Metro Header replacement Server | \$2,500.00 |
|----|-------------------------------------|------------|

- | | | |
|----|--|-------------|
| 2. | Clustered Virtual Server installs for RMS and In-car video | \$12,500.00 |
| 3. | The Digital Ally migration fee | \$300.00 |

A motion to approve server upgrade purchase as recommended was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

F. Other

1. Speed Detection License Renewal

Major Jason Diprima, Police Department stated that this is the annual speed detection license to maintain a valid permit to operate lidar and radar within the city limits. Major Diprima recommended approval for the Mayor to sign any and all documents related to this license renewal.

A motion to approve the Mayor to sign any and all documents related to this license was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

Mayor Santini stated that there were two items to be added to the agenda. A motion to add the items to agenda was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

G. Added Items

1. Purchase of an Undercover SUV for the DEA Task Force Officer

Frank McCann, Assistant Police Chief stated that bids were requested for an undercover sport utility vehicle and recommended the low bid from Robert Loehr Dodge in the amount of \$30,750.00. Chief McCann stated that this will replace a 2008 vehicle with 137,000 miles. Chief McCann recommended approval of an amount not to exceed \$32,750.00 for the vehicle and necessary equipment.

A motion to approve an amount not to exceed \$32,750.00 to purchase and equip the DEA Undercover SUV was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

2. Civic Plus Invoice

Rebecca Bohlander, Communications and Public Relations Manager stated that this is the annual invoice for CivicPlus in the amount of \$12,326.63 and recommended approval.

A motion to approve the invoice from CivicPlus was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

H. Monthly Financial Statement

1. June 2014

Mr. Tom Rhinehart, Finance Director, presented the June 2014 monthly financial statement with comparisons from the previous year of June 2013 by fund, along with supplemental financial information comparing the year to date revenues and expenses for each fund and a report of cash position through June 2014.

After announcements a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote 5-0

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
9/4/2014 7:00:00 PM
Amendment to Retirement Board Ordinance

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	The Retirement Board is currently made of five Board members, three of which are elected by city employees. Each elected Board member currently serves a three year term. This past Spring, several members of the Retirement Board attended a Pension Trustee certification program which takes two years to become certified. Do to the time it takes to become a certified Pension Trustee, a Retirement Board member that becomes certified may serve a short period of time before being replaced on the Board. Do to the fiduciary responsibility of each Board member, it is important that members become certified Pension Trustees, therefore, the ordinance amendment recommends changing the term of Board members to six years and requires that they become certified Pension Trustees within a few years of being elected to the Board. The Retirement Board recommends approval of the ordinance amendment.
City Manager's Remarks:	Your approval of this ordinance is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. -14

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances City of Cartersville, Georgia **CHAPTER 16. PERSONNEL. ARTICLE II EMPLOYEE BENEFITS. DIVISION 2. RETIREMENT PLAN. SECTION 16-55. RETIREMENT BOARD – GENERALLY** is hereby amended by deleting said sections in there entirety and replacing it as follows:

- (a) The general administration of the plan and the responsibility for carrying out the provisions of this division are hereby vested in a retirement board. Such board shall be composed of five (5) members; three (3) of whom shall be participating employees whom shall be elected as follows one (1) from the Police and Fire Departments, one (1) from the Gas, Electric and Water and Sewer Departments and one (1) from the Community Development, Public Works, Customer Service, Garage, Parks and Recreation, Finance, Municipal Court and Administration Departments. The elected participating employees shall serve six-year staggered terms or until their successors are elected. The other two (2) members shall be the city manager and the city finance director whose terms shall be equivalent to their employment in those capacities. Current board members terms will expire at the end of their existing term and at the next regularly scheduled election the elected board member will serve a six-year term. Elections for regularly expiring board member terms will be held on the Tuesday after the first Monday in November.
- (b) The board shall elect a chairman from among its members. The board shall also appoint a secretary who shall keep all records of its meetings and actions and execute in behalf of the board any paper or instrument when so required by the board.
- (c) The board members shall serve without pay but shall be entitled to reimbursement for all reasonable and necessary disbursements made or expenses incurred by them in the performance of their duties. The board may be authorized to compensate the secretary in an amount approved by the mayor and council.
- (d) No member shall be personally liable by virtue of any contract, agreement, bond or other instrument or undertaking made or executed by him as a member of the board, nor for honest mistakes of judgment, nor for any loss unless resulting from his own willful misconduct; and no member shall be liable for the act of neglect, omission or wrongdoing of any other member, or for those of agents or counsel of the board.

- (e) The city shall hold the retirement board harmless from and shall indemnify the members for the consequences of their acts or omissions and conduct in their official capacity, including the cost of litigation and counsel fees, except for such act, omission or conduct for which such member is liable under subsection (d).
- (f) Meetings of the board shall be held at such times and places as the majority of the members shall from time to time determine. A majority of the membership shall constitute a quorum, and all decisions, acts and resolutions of the board shall be by an affirmative vote of at least three (3) members.
- (g) When a vacancy occurs or exists on the board, the remaining members, provided that they are not less than three (3), are authorized to perform all functions of the board. However, vacancies on the board shall be filled as expeditiously as possible.
- (h) Newly elected board members must begin Pension Trustee training through the Georgia Association of Public Pension Trustees within one (1) year of being elected to the Pension Board and become a certified Pension Trustee within three (3) years of being elected to the Retirement Board. Failure to meet any of these requirements will mean termination from the Retirement Board.
- (i) The city attorney is the legal advisor to the board.

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED this the 4th day of September 2014. First Reading.

ADOPTED this the ___ day of September 2014. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

**City Council Meeting
9/4/2014 7:00:00 PM
Equitable Sharing Agreement and Certification**

SubCategory:	Certification
Department Name:	Police
Department Summary Recommendation:	TO: Sam Grove, City Manager FROM: Thomas N. Culpepper, Chief of Police DATE: August 20, 2014 SUBJECT: Equitable Sharing Annual Report I am requesting that the Council authorize Mayor Matt Santini to sign the attached Equitable Sharing Annual Report and certification on behalf of the City. This report is required by the Department of Justice to report all expenditures made from seized assets. This report is for the fiscal year ending June 30, 2014.
City Manager's Remarks:	Your approval of this report is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 9-30-2014

- ☒ **Police Department**
☐ **Sheriff's Office**
☐ **Task Force (Complete Table A)**
☐ **Prosecutor's Office**
☐ **National Guard Counterdrug Unit**
☐ **Other**

* Please fill each required field. Hover mouse over any fillable field for pop-up instructions.*

Agency Name: Cartersville Police Department

NCIC/ORI/Tracking Number: G A 0 0 8 0 1 0 0

Mailing Address: 195 Cassville Road / P.O. Box 1390

City: Cartersville

State: GA

Zip: 30120

Finance Contact: First: Tom

Last: Rhinehart

Phone: 770-387-5615

E-mail: trhinehart@cityofcartersville.org

Preparer:

First: Ryan

Last: Firth



Same as
Finance Contact

Phone: 6784494405

E-mail: rfirth@bc-dtf.org

Independent Public Accountant:

E-mail: tcarmichael@cricpa.com

Last FY End Date: 06/30/2014

Agency Current FY Budget:

\$5,250,785.00

- ☐ **New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.
☒ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.
☐ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$144,880.72	
2	Federal Sharing Funds Received	\$255,182.75	
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income	\$22,343.38	
5	Interest Income Accrued Non-Interest Bearing ☐ Interest Bearing ☐		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$422,406.85	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$33,127.88	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$389,278.97	\$0.00

¹ Justice Agencies are: FBI, DEA, ATF, USPI, USDA, DCIS, DSS, and FDA.

² Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training	\$2,896.00	
e	Total spent on communications and computers	\$8,748.00	
f	Total spent on weapons and protective gear	\$4,557.00	
g	Total spent on electronic surveillance equipment	\$3,166.88	
h	Total spent on buildings and improvements	\$7,039.36	
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)	\$6,720.64	
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	Total	\$33,127.88	\$0.00
o	Did your agency receive non-cash assets? ☐ Yes ☒ No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
Uniforms, Police Clothing and related equipment (uniforms, flashlights, handcuffs etc)	\$2,152.64	
Police vehicle equipment	\$1,850.00	
Radar/Speed enforcement trailer	\$2,718.00	

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice ☐	
Treasury ☐	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.

By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. Transfers. Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Before you can print this form, you must correct the following errors:

You must answer the Civil Rights question in the blue box on 6.

Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

Step 1: Click to save for your records

Step 2: Click to save in XML format

Step 3: Email the XML file to aca.submit@usdoj.gov

Step 4: Scan & email this Affidavit to aca.affidavit@usdoj.gov

(Email subject line must include Agency NCIC/ORI Code)

FOR AGENCY USE ONLY

Entered by _____

Entered on _____

☐ FY End: 06/30/2014

Date Printed: August 27, 2014 10:33

☒ NCIC: GA0080100 Agency: Cartersville Police Department

Phone: (678) 449-4405

☐ State: GA Preparer: Ryan Firth

E-mail: rfirth@bc-dtf.org





City of Cartersville

City Council Meeting

9/4/2014 7:00:00 PM

Taser Purchase

SubCategory:	Bid Award/Purchases
Department Name:	Police
Department Summary Recommendation:	Currently only eight of our Officers are equipped with a CEW's (Conducted Energy Weapons), better known as a Taser®. This piece of equipment provides Officers with an alternative to the use of deadly force in many instances. Until now funds have not been available to permit the equipping all Officers with a Taser®. I have researched there availability and credibility. Below is a summary with additional information attached. There have been over 250 research papers developed on the topic of the Taser® and its effects on humans. To date research substantiates that 99.75% of suspect received no significant injury directly from the use of a Taser®. The company Phazzer® has produced a similar CEW, based on the same technology developed by Taser®. Both products are comparable in their operation and manufacturer and are available with an optional camera. The following quotes have been obtained: 30 Taser® CEW's @ \$32,264.53 30 Phazzer® CEW's \$26,069.72 I am requesting your approval to purchase of 30 CEW's from Phazze®r @ the a cost of \$26,069.72 This purchase will be funded through the Equitable Sharing of Seized Assets (DEA), result in a neutral budget impact. This is a much needed piece of equipment and will permit the department to equipment all patrol Officers and Investigators. I strongly request your approval.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is is an unbudgeted item to be paid with DEA funds.
Legal:	
Associated Information:	



Prepared By	Kia McGuire	Created Date	8/18/2014
Company Name	TASER International	Fax	(480) 658-0724
Company Address	17800 N. 85th Street Scottsdale, AZ 85255-9603 US	Expiration Date	9/30/2014
E-mail	kmcguire@taser.com	Quote Number	00028884

Customer Information

Account Name	Cartersville Police Dept. - GA	Email	rowell45@cartersvillepolice.com
Contact Name	Troy Rowell	Phone	(770) 607-8095
AX Account Number	135653		

Shipping and Billing Information

Bill To Name	Cartersville Police Dept. - GA	Ship To Name	Cartersville Police Dept. - GA
Bill To	PO Box 1390 Cartersville, GA 30120 US	Ship To	178 WEST MAIN ST. Cartersville, GA 30120 US

Part Number	Product	Quantity	Sales Price	Total Price
34200	Cartridge - 15'	60.00	USD 21.55	USD 1,293.00
44200	Cartridge - 21'	30.00	USD 23.55	USD 706.50
11002	HANDLE, BLACK, CLASS III, X26P	30.00	USD 873.85	USD 26,215.50
22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	30.00	USD 63.95	USD 1,918.50
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1.00	USD 159.95	USD 159.95
22010	PPM, BATTERY PACK, STANDARD, X2/X26P	30.00	USD 52.95	USD 1,588.50

Notes:	***PLEASE REVIEW SHIPPING AND BILLING ADDRESS ON QUOTE FOR ACCURACY***	Subtotal	USD 31,881.95
	To place this order, simply sign the quote and either fax to (480) 658-0724, or scan and e-mail to kmcguire@taser.com. PO# is optional.	Total Price	USD 31,881.95
	Please verify product and quantity because ALL sales are final and no refunds are allowed for TASER law enforcement, military, and corrections products, cartridges and accessories.	Shipping and Handling	USD 382.58
	THANK YOU FOR PURCHASING TASER PRODUCTS!	Grand Total	USD 32,264.53

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative,



Phazzer Electronics, Inc
808 N. Hoagland Blvd
Kissimmee, FL 34741 US
855-742-9937

Order Date: 8/19/2014
Order Number #: S.O.130903

BILLING ADDRESS

Troy Rowell
 Cartersville Police Dept
 195 Cassville Rd
 Cartersville, GA 30120 - United States
 770-607-6199
 Rowell45@cartersvillepolice.com

SHIPPING ADDRESS

Troy Rowell
 Cartersville Police Dept
 195 Cassville Rd
 Cartersville, GA 30120 - United States

Shipping Method: UPS - Ground

Total Items: 151

Payment Type: Prefer Payment via Wire Transfer or Direct Pay

Item Id	Descriptions and Options	Price	Qty	Total
 5H-L2-RH	Blade-Tech Level 2 Retention Duty Holster - Right Hand	\$70.00	30	\$2,100.00
1-DC21	Phazzer 21' Dart Pro Cartridge 7/16 Pin - lime Green blast doors	\$29.00	30	\$870.00
1-TC21	Training Dart Cartridge 21' - blue blast doors	\$25.00	60	\$1,500.00
1-EBLKDP	Phazzer Enforcer® complete set black Please select dataport option: Wireless Dataport System - \$80.00	\$710.00	30	\$21,300.00
1-DPR	Phazzer Enforcer Dataport Wireless Receiver	\$225.00	1	\$225.00



Order Comments:

Unpaid quote for cartersvillle PD Quote #2.

SubTotal: \$25,995.00

Discount: \$0.00

Tax: \$0.00

Shipping: \$74.72

Total \$26,069.72

Checkout Questions

Yes I have read the Terms and Conditions and I agree:



City of Cartersville

City Council Meeting

9/4/2014 7:00:00 PM

Automatic Electronic Defibrillators for Police Dept.s

SubCategory:	Bid Award/Purchases
Department Name:	Police
Department Summary Recommendation:	The Police Department is quite often the first responder on the scene in many incidents and as such must be prepared to meet the needs and demands of the community. One of the tasks often required of Officer is to administer medical assistance, including CPR. Presently the Police Department does not have any AED's (Automatic Electronic Defibrillators) available to the responding officer. In an effort to rectify this issue, I have researched various AED's models on the market. I have determined that the best type of AED would be one that requires minimal interaction by the user, has both a lighted text display and voice commands for instruction to the user, uses current technology in the assessment process and is reasonably priced. Having reviewed AED's, I have priced the Cardiac Science PowerheartG3 from four sources: 1. AED Brands @ \$1595.00 each = \$55,825.00 2. AED Superstore @ \$1635.00 each = \$57,225.00 3. DXE Medical Inc. @ \$1595.00 = \$55,825.00 4. Cardiac Science Corporation (Direct) @ \$1000.00 ea. = \$35,000.00 I am requesting authorization to purchase 35 AED's from Cardiac Science @ \$1000.00 each, for a total of \$35,000.00. This purchase will be funded with seized assets (DEA). This will permit the police department to have an AED in every patrol unit including, the officers assigned to the schools. An E-Verify and SAVE form is on file. Your approval is urgently requested.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is an unbudgeted item to be paid with DEA funds.
Legal:	
Associated Information:	



Date: _____

Re: Sole-Source Justification for:

- *Powerheart™ G3 Automated External Defibrillators (AED)*
- *HeartSafe AED Quick Response and Total Response Program Management Services*
- *Powerheart AED Maintenance/Service Plans*

Dear

This sole source justification document details the proprietary features of our Powerheart G3 models: 9300A (Standard G3 Automatic), 9300E (Standard G3 Semi-Automatic). Also models 9390A (G3 Plus Automatic) and 9390E (G3 Plus Semi-Automatic) with Rescue Coach™ feature which provides instructive voice prompts and metronome for proper CPR procedures including chest compressions and frequency. All models are manufactured by Cardiac Science Corporation.

The Powerheart Automated External Defibrillator G3 models as described above are the only FDA approved, commercially available Automated External Defibrillators that provide the following proprietary features and functionality which are divided into three categories (3):

- **Rescue Ready® Technology – Ensuring reliable AED Operation**
- **STAR® Biphasic - Waveform Technology**
- **RHYTHMx® Technology - Makes Hard Decisions Fast**

Please see attachment entitled "Cardiac Science Patented Technology" for detailed information. Cardiac Science holds the patents for the intellectual property related to this technology.

This document also details the following optional;

- **Heartsafe Program Management (Quick Response or Total Response Program)**
- **Powerheart AED Maintenance/Service Plans**



1). HeartSafe AED Program Management products – ensure that the purchaser of Powerheart products are in compliance with varying federal and state regulatory requirements concerning AED placement and usage. Services include all required components: CPR/AED certification/training, (provided by Cardiac Science employees, certified as educators), medical prescription and oversight, notification of EMS, and policy and procedure assistance.

Additionally, proprietary MasterTrak™ software provides the platform for the AED program. Capabilities include storing facility contacts, training rosters, certification dates, employee training records and related scores, tracking of class rosters, certification and disposable expirations in a Web-related location. Additionally MasterTrak offers E-minders which automatically sends an e-mail alert to schedule training and replace expiring disposables.

2). Powerheart AED Maintenance Service Plan - sends a certified service technician on a regularly scheduled basis to inspect AED and replace any expiring disposables. Additionally, if the AED is used, the technician will come to the site and download the event to proprietary RescueLink software for full disclosure and replace any used disposables. Our technicians are employed by Cardiac Science and are trained specifically to provide the required maintenance of the Powerheart's proprietary technology.

Please feel free to contact me with any additional questions or concerns you may have.

Best regards,

A handwritten signature in blue ink, appearing to read 'Tony Titus', with a stylized flourish extending from the end.

Tony Titus
Vice President of Marketing
(Cardiac Science Corporate Headquarters)



2014 Purchase Agreement

Territory Mgr: Rob WilliamsDate: August 26, 2014

CUSTOMER BILLING INFORMATION

Customer: Cartersville Police Dept
 Address 1: 195 Cassville Road
 Address 2: SUITE
 City: Cartersville
 State: GA Zip: 30120
 County: _____

Contact Name: Chief T.N. Culpepper
 Title: CONTACT TITLE
 Phone: 770-607-6238
 Fax: FAX
 E-mail: tcupepper@cartersvillepolice.com

Invoice to: ☒ Corporate Billing Address ☐ Individual Locations (provide details)
 Payment Term: Payment due upon receipt Specify Payment Terms here, if other _____

Tax exemption # _____ Tax Exemption Form Attached
 P.O. # _____ **Not Applicable**

Payment: Check
 Class ID: End User Segment: _____

CODE _____
 Lead: GA Police Chief's Assoc Conf

Pricing Code: (if PAD/Contract): _____ Affiliation: _____

CUSTOMER SHIPPING INFORMATION

Customer: Cartersville Police Dept
 Address 1: 195 Cassville Road
 Address 2: SUITE
 City: Cartersville
 State: GA Zip: 30120
 County: _____
 F.O.B.: _____ Factory _____

Contact Name: Chief T.N. Culpepper
 Title: CONTACT TITLE
 Phone: 770-607-6238
 Fax: FAX
 E-mail: tcupepper@cartersvillepolice.com
 Shipping Method: _____ FedEx - Ground
 Freight Collect Account: _____

EQUIPMENT, ACCESSORIES, and PROGRAM MANAGEMENT

AED Devices:	Item	List	Qty	Price/each	Subtotal
Powerheart AED G3 Plus Automatic Package: AED, Carry Case, Ready Kit, Spare Pads	9390A-1001P	\$ 2,130.00	35	\$ 1,000.00	\$ 35,000.00
AED Devices		\$ -		\$ -	\$ -

AED Accessories / Upgrade Options:	Item	List	Qty	Price/each	Subtotal
AED Accessories		\$ -		\$ -	\$ -
AED Accessories		\$ -		\$ -	\$ -
AED Accessories		\$ -		\$ -	\$ -
AED Accessories		\$ -		\$ -	\$ -
AED Accessories		\$ -		\$ -	\$ -
AED Accessories		\$ -		\$ -	\$ -
Upgrade Options		\$ -		\$ -	\$ -

Program Management:					
Champion Name:	<u>Chief T.N. Culpepper</u>	Phone:	<u>770-607-6238</u>	Email:	<u>tcupepper@cartersvillepolice.com</u>

	Item	List	Qty	Price/each	Subtotal
Program Management (full packages)		\$ -		\$ -	\$ -
Program Management (full packages)		\$ -		\$ -	\$ -
Program Management (components/add-ons)		\$ -		\$ -	\$ -
Program Management (components/add-ons)		\$ -		\$ -	\$ -
Program Management (components/add-ons)		\$ -		\$ -	\$ -
Service Options		\$ -		\$ -	\$ -
Service Options		\$ -		\$ -	\$ -
Program Management Options (manager only)		\$ -		\$ -	\$ -

Miscellaneous Items (enter as needed):					
AED Window Decals	160-0163-001		70	\$ 1.00	\$ 70.00
					\$ -

Order Subtotal (excluding tax and shipping): **\$35,070.00**Sales Tax: **tax exempt**Shipping: **TBD**Grand Total: **Refer to Invoice for Payment Total**

Comments/Notes Section: Cost below GSA # V797P-2015D and NASPO SW300 as a one-time "end of qtr volume incentive". Package includes G3 Plus Fully Automatic AED, soft carrying case, ready kit, and spare adult pads. Please email a copy of your order to ccpo@cardiacscience.com with a cc to rwilliams@cardiacscience.com or FAX your order to 800.925.2825 attn: Candice Lambert c/o Customer Service.

Please send **purchase orders** and **correspondence** to:Fax To: **262-953-3499**Please send **payment** to:

Cardiac Science Corporation
 N7 W22025 JOHNSON DRIVE
 WAUKESHA, WI 53186

Cardiac Science Corporation
 P.O. Box 83261
 Chicago, IL 60691-0261

Tel: +1.800.426.0337

Rev January 2014

Item # 5



TERMS AND CONDITIONS

These Terms and Conditions together with this agreement between Buyer and Cardiac Science shall apply to the sale to Buyer of all goods (including AEDs, oxygen, first-aid kits and other goods) and services (including training, consultation, maintenance and other services) purchased hereunder.

1. Terms and Conditions. This Agreement sets forth the sole and entire agreement between the parties regarding the sale of goods and services herein and supersedes any contemporaneous oral agreements between them regarding the same. Any alteration to these terms and conditions shall be effective only if made in writing and signed by authorized representatives of both parties. Facsimile signatures shall be effective to bind either Party to the terms hereof.

2. Payment, Price & Acceptance. All sales are final and payment for products and services are due upon receipt of invoice, unless otherwise specified on the order. All prices are F.O.B. Cardiac Science's designated shipping point. Title and risk of loss shall transfer from Cardiac Science to Buyer at Cardiac Science's designated shipping point. Prices do not include, and Buyer shall pay applicable sales tax unless Buyer provides Cardiac Science with a valid tax exemption certificate. Buyer shall pay all freight, handling and insurance charges for shipments of goods. Upon Buyer's receipt, all goods shall be deemed accepted by Buyer unless Cardiac Science's Order Entry Department is contacted at 1-800-991-5465 within one business day of delivery, specifying the defects or discrepancies in the quality or quantity of goods. All services shall be deemed as accepted upon the performance thereof, unless Buyer provides Cardiac Science notice specifying defects or discrepancies in the quality of such services within one business day of delivery of services.

3. Training Services. When training has been purchased Cardiac Science shall contact Buyer within 5 business days to initiate the scheduling of training classes and Buyer agrees that training classes shall begin no later than 30 days after the date that Buyer receives delivery of the AED equipment. Buyer understands that Federal or State law may require training prior to AED equipment use, and Buyer agrees to meet all applicable requirements for training of personnel and operation of AEDs. The addition of students, classes or rescheduling of any class requires the prior approval of Cardiac Science. If Buyer cancels a scheduled training class within 10 business days, Buyer agrees to pay a 100% cancellation fee. Unused training expires 12 months from purchase.

4. Customer Obligations. Buyer shall immediately notify Cardiac Science's Customer Service Dept. at 1-800-991-5465 in the event of the following: (a) if equipment has been used for an emergency or is in need of service; (b) if the AED indicates, in any manner (either visually or by sound), that the unit requires service. Buyer agrees not to defeat, disable or circumvent any protection mechanism related to the AED device. Buyer agrees to use the AED(s) covered under this agreement in accordance with applicable law, the operating instructions and medical direction outlined in Cardiac Science's AED Response Protocol.

5. License. Cardiac Science hereby grants Buyer a revocable, non-exclusive, non-transferable license to use the products solely in accordance with applicable law and the operating instructions. Buyer may not copy, modify, decompile, disassemble or reverse engineer or create derivative works based upon any Cardiac Science product. Except for the rights expressly granted herein, no right, title or ownership interest in any product or service, including any copyright, patent, trademark, or other intellectual property or proprietary right therein, is conveyed to Buyer, expressly or by implication.

6. Indemnification. Cardiac Science Corporation ("CSC") will defend and indemnify any person or entity who purchases, rents, leases or uses/deployes an Automated External Defibrillator ("AED") from CSC or one of its authorized distributors ("Customer") against any claims, damages, liabilities, or actions asserted by any third party (each, a "Claim") arising out of personal injury caused by any AED if and to the extent the Claim is based upon (i) the failure of an AED to function or perform in accordance with its specifications or (ii) defects in design, material, or workmanship of an AED. CUSTOMER MAY NOT TRANSFER OR ASSIGN ITS RIGHTS UNDER THIS POLICY.

Indemnification under this Agreement is not available to Customer: (i) if the AED is used in any manner other than for its intended purpose; (ii) if Customer does not follow the required maintenance procedures; (iii) for Claims arising from the negligence or other malicious or illegal actions of Customer or its personnel; or (iv) for claims involving use of non-Cardiac Science or out-of-date pads or batteries. In addition, CSC will not be obligated to indemnify Customer under this Agreement if the patient is successfully defibrillated through the use of the AED.

Coverage is effective for the period in which CSC is providing service and related support for AED models manufactured and deployed by CSC.

Customer Responsibilities

Indemnification is contingent upon the following:

- AEDs must be used for its intended purpose and in accordance with the instructions set forth in the AED User Manual.
- Customer must comply with the standard maintenance protocols for the AEDs set forth in the AED User Manual.
- Customer must preserve the self-test, rescue, and other data recorded by the AEDs and provide CSC access to such data.
- Customer must (a) give CSC prompt written notice of the Claim, (b) tender defense of the Claim to CSC, (c) cooperate with CSC and assist in the defense of the Claim, and (d) not settle the Claim without the prior written consent of CSC, which will not be unreasonably withheld.

7. Defense of Claims. Cardiac Science Corporation ("CSC") will assume unrestricted authority to defend or settle all claims under this policy. CSC will not be liable to Customer for any defense expenses (including but not limited to fees and disbursements of legal counsel) incurred by Customer subsequent to CSC's assumption of the defense case.

8. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, (I) CARDIAC SCIENCE SHALL NOT BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST OF PROFITS, BUSINESS AND REVENUE) SUSTAINED OR INCURRED IN CONNECTION WITH THE AGREEMENT AND THE PRODUCTS AND SERVICES THAT ARE SUBJECT TO THE AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, AND (II) CARDIAC SCIENCE'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY BUYER HEREUNDER. SOME JURISDICTIONS RESTRICT LIMITATIONS OF LIABILITY, SO THE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

BY SIGNING THIS AGREEMENT, CUSTOMER REPRESENTS THAT THEY ARE AUTHORIZED TO PURCHASE AND AGREES TO CARDIAC SCIENCE TERMS & CONDITIONS. AEDs are intended for use by or on order of a physician or persons licensed by state law.

I HAVE READ AND AGREE TO CARDIAC SCIENCE'S TERMS AND CONDITIONS.

Authorized Signature:	Print Name:	Title	Date:

Cardiac Science Corporation
N7 W22025 Johnson Drive
Waukesha, WI 53186

Tel: 1-800-426-0337
Fax: 1-262-953-3499
www.cardiacscience.com



SITE INFORMATION
(Attach additional sheets if necessary)

Your Program must be tracked by the physical location of each AED. Please fill in the information below.
This information is required even if multiple units will be shipped to more than one address.

QTY/PART # FOR THIS LOCATION	QTY/PART # FOR THIS LOCATION	QTY/PART # FOR THIS LOCATION
QTY/PART # FOR THIS LOCATION	QTY/PART # FOR THIS LOCATION	QTY/PART # FOR THIS LOCATION
AED SERIAL # FOR THIS LOCATION	AED SERIAL # FOR THIS LOCATION	AED SERIAL # FOR THIS LOCATION
Site Name	Site Name	Site Name
Ship to Address	Ship to Address	Ship to Address
City	City	City
State, Zip	State, Zip	State, Zip
Shipping/Receiving Contact	Shipping/Receiving Contact	Shipping/Receiving Contact
Shipping/Receiving Phone	Shipping/Receiving Phone	Shipping/Receiving Phone
Shipping/Receiving Email	Shipping/Receiving Email	Shipping/Receiving Email
Training Contact Name	Training Contact Name	Training Contact Name
Training Contact Phone	Training Contact Phone	Training Contact Phone
Training Contact Email	Training Contact Email	Training Contact Email

Cardiac Science Corporation
N7 W22025 JOHNSON DRIVE
WAUKESHA, WI 53186

Tel: +1.800.991.5465
Fax: +1.425.402.2001
www.cardiacscience.com



Date: _____

Re: Sole-Source Justification for:

- *Powerheart™ G3 Automated External Defibrillators (AED)*
- *HeartSafe AED Quick Response and Total Response Program Management Services*
- *Powerheart AED Maintenance/Service Plans*

Dear

This sole source justification document details the proprietary features of our Powerheart G3 models: 9300A (Standard G3 Automatic), 9300E (Standard G3 Semi-Automatic). Also models 9390A (G3 Plus Automatic) and 9390E (G3 Plus Semi-Automatic) with Rescue Coach™ feature which provides instructive voice prompts and metronome for proper CPR procedures including chest compressions and frequency. All models are manufactured by Cardiac Science Corporation.

The Powerheart Automated External Defibrillator G3 models as described above are the only FDA approved, commercially available Automated External Defibrillators that provide the following proprietary features and functionality which are divided into three categories (3):

- **Rescue Ready® Technology – Ensuring reliable AED Operation**
- **STAR® Biphasic - Waveform Technology**
- **RHYTHMx® Technology - Makes Hard Decisions Fast**

Please see attachment entitled "Cardiac Science Patented Technology" for detailed information. Cardiac Science holds the patents for the intellectual property related to this technology.

This document also details the following optional;

- **Heartsafe Program Management (Quick Response or Total Response Program)**
- **Powerheart AED Maintenance/Service Plans**



1). HeartSafe AED Program Management products – ensure that the purchaser of Powerheart products are in compliance with varying federal and state regulatory requirements concerning AED placement and usage. Services include all required components: CPR/AED certification/training, (provided by Cardiac Science employees, certified as educators), medical prescription and oversight, notification of EMS, and policy and procedure assistance.

Additionally, proprietary MasterTrak™ software provides the platform for the AED program. Capabilities include storing facility contacts, training rosters, certification dates, employee training records and related scores, tracking of class rosters, certification and disposable expirations in a Web-related location. Additionally MasterTrak offers E-minders which automatically sends an e-mail alert to schedule training and replace expiring disposables.

2). Powerheart AED Maintenance Service Plan - sends a certified service technician on a regularly scheduled basis to inspect AED and replace any expiring disposables. Additionally, if the AED is used, the technician will come to the site and download the event to proprietary RescueLink software for full disclosure and replace any used disposables. Our technicians are employed by Cardiac Science and are trained specifically to provide the required maintenance of the Powerheart's proprietary technology.

Please feel free to contact me with any additional questions or concerns you may have.

Best regards,

A handwritten signature in blue ink, appearing to read 'Tony Titus', with a stylized flourish extending from the end.

Tony Titus
Vice President of Marketing
(Cardiac Science Corporate Headquarters)



City of Cartersville

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

TO : Sam Grove, City Manager

FROM : Thomas N. Culpepper, Chief of Police

DATE : August 21, 2014

SUBJECT : Purchase of AED's for patrol vehicles

The Police Department is quite often the first responder on the scene in many incidents and as such must be prepared to meet the needs and demands of the community. One of the tasks often required of Officer is to administer medical assistance, including CPR. Presently the Police Department does not have any AED's (Automatic Electronic Defibrillators) available to the responding officer.

In an effort to rectify this issue, I have researched various AED's models on the market. I have determined that the best type of AED would be one that requires minimal interaction by the user, has both a lighted text display and voice commands for instruction to the user, uses current technology in the assessment process and is reasonably price.

Having reviewed AED's, I have priced the Cardiac Science Powerheart G3 from four sources:

1. AED Brands @ \$1595.00 each = \$55,825.00
2. AED Superstore @ \$1635.00 each = \$57,225.00
3. DXE Medical Inc. @ \$1595.00 = \$55,825.00
4. Cardiac Science Corporation (Direct) @ \$1000.00 ea. = \$35,000.00

I am requesting authorization to purchase 35 AED's from Cardiac Science @ \$1000.00 each, for a total of \$35,000.00. This purchase will be funded with seized assets (DEA). This will permit the police department to have an AED in every patrol unit including, the officers assigned to the schools.

An E-Verify and SAVE form is on file. Your approval is urgently requested.



City of Cartersville

City Council Meeting

9/4/2014 7:00:00 PM

Vehicle Purchase

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recommendation:	The city manager is in need of a vehicle. Bids were posted on the city's website along with GMA's website advertising for a Honda Pilot. Only one bid was received back. This was from the local Honda dealer and all of the paperwork was correctly filled out including the E-Verify/E-Save documents. At the time the bid was received, the dealer had two 2014 Honda Pilots on the lot. In the bid, dealer incentives of \$1500 were added for a total price of \$30,489.54 with delivery to be taken by 9-2-14. However, due to the Honda sale that was going on, the two units that were on the dealer's lot were sold, and the dealer tried to locate a 2014 unit. A 2014 unit was located, but added an additional delivery cost of \$600-\$800 because it was out of state. This would drive the price of the 2014 unit up to \$31,089.54 to \$31289.54. The dealer offered a 2015 Honda Pilot with an additional cost of \$500 for a total cost of \$30,989.54 (only has \$1000 cash dealer incentive instead of \$1500). After discussing with the City Manager, the Mayor was contacted and gave the go ahead to make the purchase of the 2015 model and take delivery by 9-2-14 in order to receive the dealer incentive of \$1000. I recommend approval of the purchase of a 2015 Honda Pilot EX-L from Honda of Cartersville in the amount of \$30,989.54.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item originally through the lease pool purchase program. however, since we are purchasing unit before November 30th, it is not prudent to use the lease pool funds and was discussed with the city manager.
Legal:	
Associated Information:	

CITY OF CARTERSVILLE

9 ~~SUMMARY~~ SUMMARY OF VEHICLE BIDS - August 28, 2014

TOTAL PER UNIT COST OF VEHICLE

Vendor Name	Administration Honda Pilot EX-L		Vendor Total
Honda of Cartersville (2014 model)	30,489.54		30,489.54
Honda of Cartersville (2015 model)	30,989.54		30,989.54
Price is for vendor's 2014 unit and has sipulation the unit must be delivered before 9-2-14 for pricing to remain. We also must take delivery of the unit by 9-2-14. Once bids were opened and decided which vendor one the bid, the winning bidder (local vendor) had sold the units that were on his lot and offered a 2015 model at an increase of \$500 for a total price of \$30,989.54. Dealer did locate a 2014 unit out of state and said that the extra delivery charge would be between \$600 and \$800. The city elected to go with 2015 model with the price of \$30,989.54.			

Vehicle Specifications
City of Cartersville
 Administration
Honda Pilot EX-L
 Contact: Tom Rhinehart 770-387-5615

Vehicle to be delivered to City of Cartersville Garage located at
 500 S. Tennessee St, Cartersville, GA 30120
 Contact Bill Trott 770-387-5786 at the Garage to arrange delivery
 City of Cartersville reserves the right to reject any or all bids.

Model Year: 2014

Quantity: 1

Specify Year: 2014

Specify New or Certified Pre-Owned: New

Vendor Information:

The vehicle offered shall be comparable with detailed requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met and can provide additional comments if necessary. **If the Meets or Exceeds Specifications column is not properly marked, or it is incomplete, your bid will not be considered for award.**

Supporting Data:

Bidders must furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column. Failure to furnish required data may be considered as a cause for rejection of bid.

Administration - New Honda Pilot EX-L or Low Mileage Pre-Owned Certified/DEMO Honda Pilot EX-L with Dealer/Manufacturer Warranty	<u>Meets Specifications</u>		COMMENTS
	YES	NO	
250 HP 3.5 Liter V-6 Engine	✓		
5 Speed Automatic Transmission	✓		
Remote Keyless Entry	✓		
Bluetooth HandsFreeLink	✓		
Power Steering	✓		
ABS Brakes	✓		
Heated Front Seats	✓		
Power Driver and Front Passenger Seats	✓		
Tilt Steering Wheel	✓		
Factory Air Conditioning Front and Rear	✓		
AM/FM/CD Audio System	✓		
Leather Seats	✓		
2nd and 3rd Rear Bench Seats	✓		
Dual Side Mirrors	✓		

Item # 6

Front Bucket Seats	✓		
Airbags	✓		
Auto-Dimming Rear-View Mirror	✓		
4.312 Axle Ratio	✓		
Body Side Moldings	✓		P
Compass	✓		
Electronic Stability Control	✓		
Rear Window Defroster	✓		
Traction Control	✓		
Speed Sensing Steering	✓		
18 Inch Alloy Wheels	✓		
Interior Color - Gray or Beige	✓		
Exterior Color - White or Silver (no dark colors)	✓		
Full Coverage Rubber Floor Mats	✓		Dealer installed Option
Air Bags- Driver and Passenger	✓		
Full Size Spare Tire	✓		

Item # 6

Total Per Unit Price

\$30,489.54

Anticipated number of weeks until delivery (after approval): < 1 week

List additional options or other pertinent information.

\$1500⁰⁰ Dealer Cash included in Price.
expires 9/2/14. IF Delivered after that date current dealer cash will
be applied

Bid Submitted By: Vendor

Honda of Cartersville

Contact Person

Jeff Green

Telephone Number

(770) 382-2282

**AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Jeffrey Raymond Green
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

None of Cartersville
[Name of business, corporation, partnership]

- 1) ☒ I am a United States citizen
- 2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

[Signature] 8/12/14
Signature of Applicant: Date

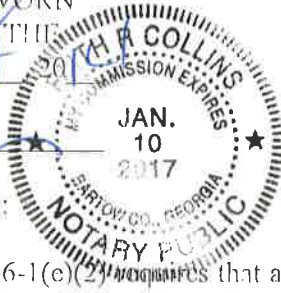
Jeffrey Green
Printed Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

12 DAY OF August

[Signature]
Notary Public

My Commission Expires:



* _____
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(c)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

581979
EEV/Basic Pilot Program* User Identification Number

BY: Danielle Joseph
Authorized Officer or Agent
(Contractor Name)

8/12/14

Date

Shottenkirk Honda of Cartersville

Contractor/Entity Name

Title of Authorized Officer or Agent of Contractor

595 East Main Street

Contractor Address

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

26 DAY OF August 2014

Notary Public

My Commission Expires:

Jan 10 2017



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Item # 6



City of Cartersville

**City Council Meeting
9/4/2014 7:00:00 PM
Firehouse Software Annual Maintenance**

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	The Fire Department uses Firehouse software to manage their building inspections, maintain building plans, fire hydrant locations, etc. The annual maintenance support fee is needed to keep the software support agreement up to date and I recommend approval of the maintenance agreement in the amount of \$6,850.00.
City Manager's Remarks:	Your approval of the annual firehouse software payment is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Xerox Government Systems, LLC
 2900 100th St Suite 309
 Urbandale, Iowa 50322
 Phone: 800-921-5300
 Fax: 515-288-4825
 E-Mail: FHSales@xerox.com



**FIREHOUSE
Software®**
 A Xerox Solution

Estimate 52772

CUSTOMER NO. 330638

2014 - 2015 RENEWAL

BILL TO:

Cartersville Fire Dept (GA)(VSL)
 PO Box 1390
 Cartersville, GA 30120

SHIP TO:

Cartersville Fire Dept
 Scott Carter
 19 N. Erwin St
 Cartersville, GA 30120
 US Phone: 770-387-5635 Fax: 770-387-7413

REP	P.O. NUMBER	TERMS	QUOTE DATE	EXPIRATION DATE	SHIP VIA
-----	-------------	-------	------------	-----------------	----------

Katie Devitt

Net 15

8/1/2014

9/1/2014

Part Number	Description	Qty	Each	Amount
373505	FH Web Support Renewal	1	\$1,840.00	\$1,840.00
373501	FH Web Additional User Support Renewal	9	\$270.00	\$2,430.00
373506	FH Web Scheduling Module Support Renewal	1	\$1,330.00	\$1,330.00
375507	FH Sketch Support Renewal	1	\$800.00	\$800.00
375509	FH Inspector for iPad Renewal 8/1/2013 - 8/1/2014	3	\$150.00	\$450.00

Sales Tax (0%) :	\$0.00
Quotation Total:	\$6,850.00

Quotation Acceptance:

Signature :

Print Name:



City of Cartersville

City Council Meeting

9/4/2014 7:00:00 PM

Automated Side Loader Residential Garbage Truck

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	Public Works opened sealed bids for a new automated side loader residential garbage truck on August 8, 2014. We had 9 bids from 5 vendors. We formed a selection committee of seven people, four from Public Works and three from the garage. After analysis by the selection committee the Mack Truck/Heil DuraPack Python Combo was chosen as the front runner, we then visited a local municipality who has been using the Heil DuraPack Python and also visited the Heil Manufacturing Plant in Fort Payne, Ala. We recommended award to CES, Inc., for the Mack Truck/Heil DuraPack Python combo for \$237,486.00. The budget for this item was \$240K, this will be purchased through GMA lease pool.
City Manager's Remarks:	Your approval of this budgeted purchase is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid from leasepool proceeds.
Legal:	
Associated Information:	

CITY OF CARTERSVILLE AUTOMATED SIDE LOADER BID TAB
August 8, 2014

VENDOR	BODY	CHASIS	PRICE
Consolidated Disposal Systems, Inc.	LABRIE AUTOMIZER FULL EJECT	PETERBILT	\$240,592.00
	LABRIE AUTOMIZER FULL EJECT	FREIGHTLINER	\$233,985.00
Cherokee Truck Equipment	E-Z PACK HERCULES ASL	MACK	\$230,815.00
	E-Z PACK HERCULES ASL	PETERBILT	\$222,645.00
Nextran	E-Z PACK HERCULES ASL	MACK	\$228,021.70
	HEIL DURAPACK PYTHON	MACK	\$237,486.70
Carolina Environmental	HEIL DURAPACK PYTHON	PETERBILT	\$225,950.00
	HEIL DURAPACK PYTHON	MACK	\$237,486.00
GS Prouducts	GS PRODUCTS COLLECTSTAR 8000	PETERBILT	\$233,673.00



City of Cartersville

City Council Meeting
9/4/2014 7:00:00 PM
Contract/Payment Agreement for DDA

SubCategory:	Bid Award/Purchases
Department Name:	DDA
Department Summary Recommendation:	The Downtown Development Authority of Cartersville, at the August 14 board meeting, recommended approval of a proposal from Populace, Inc. for a downtown app. The app would be paid for out of the Downtown Promotions Line item of the Business Improvement District budget, and would feature many attractions, businesses and special events in downtown Cartersville. The total cost of the app is \$6,500, which includes the creation of the app available for (free) download from the Apple and Google Play app stores, as well as one year of maintenance. A 50% deposit is due along with the signed contract for work on the design of the app to begin. DDA board recommends purchasing the app, and requests your approval.
City Manager's Remarks:	Your approval is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

AGREEMENT

For

A Cartersville Downtown Visitors Guide Mobile App

Between

Downtown Development Authority of Cartersville

And

**POPULACE, INC.
a Georgia corporation**

AGREEMENT

THIS AGREEMENT is entered into this 19th day of August, 2014 by and between:

Downtown Development Authority of Cartersville

(Hereinafter referred to as the "Client"), with the mailing address of 1 Friendship Plaza, Cartersville, GA 30120 and

POPULACE, INC.

a Georgia corporation, located at 116 Briarwood Drive, Carrollton, GA 30117 (hereinafter referred to as either "Populace" or "the Contractor").

WITNESSETH

WHEREAS, the Client desires to engage Populace to custom design and create an internet application for the Client; and

WHEREAS, Populace has represented to the Client that it's workers are experienced and qualified to provide the Services described herein and the Client has relied on such representation;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Client and Populace that:

ARTICLE 1 CONTRACTOR'S DUTIES

1.1 Scope of Service Contractor shall provide all labor, materials and expertise to perform the Services described in the Proposal dated July 28, 2014. A copy of which is attached hereto and made a part hereof as Exhibit "A". Populace represents and warrants that it has the necessary skill, manpower, qualifications and experience to perform the services described on Exhibit "A" pursuant to the terms of this Agreement.

1.2 Method of Performing Services and Reporting Contractor will determine the method, details, and means of performing the Services described in Schedule A. Client may specify only the results desired in regard to the Services. Any research, including on-site visits, videos, pictures, etc. is included in the agreed upon price. Videos, photos, and documentation taken or prepared by the Client and delivered to or presented to Populace shall remain the property of the Client. Videos, photos and documentation taken or prepared by Populace shall become the property of Client upon Client's final payment pursuant to this Agreement. At this time, it is anticipated that reports related to this project will be provided to the Client verbally, however, Populace shall provide all written review documentation as required by the Client.

1.3 Apple Terms and Conditions Limitations Contractor shall develop the application and perform the work in accordance with the Terms and Conditions of Apple, Inc. so as to be acceptable to Apple for publication through its App Store. Contractor is knowledgeable about these requirements and will develop the application within these guidelines. Client agrees to the development of the application under these terms and specifications. In the event Client requests content or functionality provisions that Contractor believes will be in violation of Apple's Terms and Conditions of Use, Contractor will warn Client of the perceived violations by electronic mail. In the event Client insists on the inclusion of the questionable content or functionality and the application is rejected by Apple due to the questionable

content or function, included against the written advice of Populace Contractor's payment terms will not be affected thereby and such will not constitute a failure of performance by Populace of the terms and conditions of this Agreement. If the project concept is rejected by Apple, no remedy can be made and if the project concept is rejected by Apple for reasons other than those specified in writing by Populace to Client as being violative of Apple's Terms and Conditions of Use, the agreement will become null and void, then Populace shall refund any and all sums paid by Client. At present, Apple's rules will not allow the account to be set up by Populace and thereafter transferred to the Client. If the Client wishes to set up their own Developer Account and transfer the app, there will be period of time that the app will not be available in the App Store(s) for download for the period of time that it takes Apple to review and process the app under the new account (this time period averages 8-14 days). The app must be removed and resubmitted under the new developer account.

1.4 Confidentiality To the extent allowed by law, all data and information disclosed by Client to Populace and all documents and records received and reviewed by Populace from Client with respect to the Services will be disclosed to third parties only for the purpose of permitting the Client to assist Populace in the matters covered by this Agreement. Populace shall maintain the confidentiality and privacy of all information received and will not disclose any such information to third parties without the express consent of the Client, unless legally obligated and compelled to do so.

ARTICLE 2

TERM

2.1 Effective Date This Agreement will become effective on the date set out next to Client's authorizing signature below and will continue in effect until the services provided for under this Agreement have been performed and payment for the Services has been made, or until otherwise terminated as provided in this Agreement.

2.2 Period for Gathering of Information Work on the Services will begin at the Client's earliest convenience. Generally, the design and compilation of data for input into the Application will take sixty to ninety days. During this period of time it is essential to a timely completion of the Services that the Client and Populace work closely together. Client shall provide direction to Populace as to the content Client wishes to promote and shall furnish to Populace all digital data in its possession relating to the sites it wishes to promote through the Application. Client will take all reasonable precautions to determine that the information being supplied by Client to Populace for inclusion in the Application is not protected by trademark, copyright or patent laws, rules or regulations. After review of the information obtained, Populace will furnish to the Client a proposed design for its title page for Client's review, but acceptance or rejection is at the option of the Client. Delays by the Client in furnishing data necessary for the design, building, and data entry of the Application may result in a longer than anticipated time for the completion of the Services.

2.3 Anticipated Completion Time for Project. The Project(s) will be completed by Populace within one hundred and twenty (120) days of receipt by Populace of the Client's final approval of content to be included as a part of the Application. This approval may be transmitted and accepted in email form. Provided Client submits the input to Contractor of the information set out in §2.2 above in a timely fashion, the total time period from the start of the Project to the completion of the Services and delivery of the Application to the Client shall be no more than one hundred eighty (180) days after the signing of this Agreement.

ARTICLE 3

PAYMENT FOR CONTRACTOR SERVICES

In consideration for the services to be performed by Populace, Client agrees to pay to Populace the sum of **\$6,500.00** as follows:

- a) **\$3,250.00** as a retainer at the time of signing of this Agreement; and

b) The balance of **\$3,250.00** within 30 days after receipt of invoice at the completion of the Services and delivery of each application to the Client.

c) Contractor shall provide one year of maintenance and updates, beginning on the date of the final invoice. Service agreement for future years will be **\$1,200.00** due yearly on the date of the final invoice. Service agreement allows for updates of content and also includes any updates, bug fixes, etc. and maintaining the app in the app stores.

The obligations of Client to make payments stipulated above and to make any other payments to Populace (or to any other person) pursuant to this Agreement are subject to appropriation by Client of funds that are lawfully available to be applied for such purpose. If Client's governing body fails to make such an appropriation, prior to a fiscal period of Client, for the Payments scheduled in such fiscal period, Populace may terminate this Agreement without penalty, or Client may terminate this Agreement by providing written notice of such non-appropriation to Populace as soon as the decision to non-appropriate is made. Upon any such termination of this Agreement, all of Client's rights, title and interest in and its obligation under this Agreement and to the equipment or Services provided shall terminate effective on the last day of the last fiscal period of Client for which such an appropriation was made. Upon termination, Contractor will provide Client with all graphics, logos, icons and data sets used within the app.

In the event local ordinances or resolutions of the governmental entity with whom the Client is associated requires additional licenses or fees for the performance of services contemplated by this Agreement to be paid by the Contractor, the Client agrees to reimburse Contractor for said costs and fees. Contractor agrees to refrain from establishing and maintaining an "office or location" within the Client's geographic limits for purposes of local occupation tax.

ARTICLE 4 INDEPENDENT CONTRACTOR STATUS

Populace is and shall be at all times considered an independent contractor hired to perform specialized duties by the Client. Nothing contained herein is intended, nor shall it be interpreted, to create a relationship other than one of hire of an independent contractor. Populace is not now and shall not become, under the terms of this agreement, an employee, agent, or servant of the Client. Contractor may, at Contractor's own expense, employ any assistants that Contractor deems necessary to perform the services required of Contractor by this Agreement. Client may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Populace acknowledges and represents to Client that any and all individuals supplied hereunder by Populace to create and deliver the product and services requested by the Client, shall be employees, sub-contractor or agents of Populace and not of the Client. Populace shall be responsible for all FICA, federal and state withholding taxes and worker's compensation coverage, and for any and all employment benefits due from Populace to individuals assigned by Populace to the Client's project. Populace will supply all tools and instruments required to perform the Services under this Agreement.

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

ARTICLE 5 DEFAULT AND TERMINATION

5.1 Default Specified. The occurrence of any of the following events shall constitute a default under this Agreement.

- (a) Bankruptcy or insolvency of either party.
- (b) Sale of the business of the Contractor.
- (c) Dissolution of either party.
- (d) Assignment of this Agreement by either party without the consent of the other party.

5.2 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving ten days' written notice to the other party. Unless otherwise terminated as provided in this section, this Agreement shall continue in force until Contractor's completion of the Services and presentation and acceptance of the application to be designed and constructed for the Client.

5.3 Client's Right to Terminate Upon Default. If Contractor defaults in the performance of this Agreement or materially breaches any of its provisions, Client, at Client's option, may terminate this Agreement by giving written notification to Contractor. For the purposes of this Section, material breach of this Agreement shall include, but not be limited to failure of Contractor to perform the Services in a timely manner.

5.4 Termination for the Government's Convenience. If the Client, is a municipal corporation, it reserves the right to terminate this Agreement, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Agreement, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Client, using its standard record keeping system, have resulted from termination. This paragraph does not give the Client any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

5.5 Termination by Contractor for Default of Client. If Client defaults in the performance of this Agreement or materially breaches any of its provisions, Contractor, at Contractor's option, may terminate this Agreement by giving written notification to Client. For the purposes of this Section, material breach of this Agreement shall include, but shall not be limited to, the following:

a) Failure of the Client to supply to the Contractor the digital data required for the design and construction of the Application proposed.

b) If Client fails to pay Contractor all or any part of the compensation set forth in Article 4 of this Agreement on the date due, Contractor, at Contractor's option, may terminate this Agreement if the failure is not remedied by Client within ten days after notice from Contractor that payment is overdue.

ARTICLE 6 GENERAL PROVISIONS

6.1 Assignment: Neither party may assign the performance of this Agreement without the prior express written consent of the other party hereto. Provided however, The Contractor's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any federal lending agency.

6.2 Changes. Changes in the terms and conditions of this Agreement may be made only by written agreement of the parties.

6.3 Excusable delays. The Contractor shall not be liable for default if nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, failure of the Client to provide the necessary digital data, free of any restriction of any patent, trademark or copyright restriction, necessary for the completion of the Services in a timely manner; acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, court orders, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Client in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Client of the cessation of such occurrence.

6.4 Title. Unless specified elsewhere in this Agreement, title to items furnished under this Agreement shall pass to the Client upon acceptance by the Client, regardless of when or where the Client takes physical possession.

6.5 Notices. Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, with postage prepaid and return receipt requested, or by electronic transmission with received notice reply. Mailed notices shall be addressed to the parties at the addresses appearing below. However, each party may change the address for receipt of notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated three days after mailing.

CLIENT: Cartersville DDA
1 Friendship Plaza
Cartersville, GA 30120

CONTRACTOR: Populace, Inc.
116 Briarwood Drive
Carrollton, Georgia 30117

6.6 Entire Agreement of the Parties This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for Client and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in a writing signed by the party to be charged.

6.7 Partial Invalidity If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.8 Mediation/Arbitration Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement will first be presented for mediation before a licensed mediator agreed upon by the parties. In the event the parties cannot agree upon a mediator the controversy or claim may be presented to binding arbitration in accordance with the Arbitration rules of the local Superior Court having jurisdiction over the Client.

6.9 Liquidated Damages It is agreed that in the event of a breach and/or default of this Agreement by Contractor, it would be impracticable or extremely difficult to determine the actual damage to Client. Therefore, Contractor will pay to Client, as liquidated damages and not as a penalty, a sum equal to the amount having been paid by the Client to the Contractor per this Agreement.

6.10 Attorneys' Fees If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

6.11 Governing Law This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

6.12 Access. If it becomes necessary for the Contractor to obtain access to properties controlled by the Client to compile its digital data, the Client is responsible to provide Contractor, its subcontractors and/or its agents reasonable and safe access to all facilities and properties that are in the Customer's control which are subject to the Work and Services contained in this Agreement. Client further agrees to assist Populace, its subcontractors and/or its agents to gain access to facilities and properties that are not controlled by the Client, but which area Client is requiring the Contractor to include as a part of the Work and Services for completion of the Application.

6.13 Populace is a Provider of Services. Client understands that Populace is a provider of services under this Agreement. Populace shall not be considered a merchant or a vendor of goods. If Populace installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from the manufacturer, Populace will transfer the benefits of that manufacturer's warranty to Client if this Agreement with Client terminates before the equipment manufacturer's warranty expires.

6.14 Client's Right of Inspection; No Conflicts of Interest. Client shall have, in its sole discretion, the right to inspect and review the services provided by the Contractor hereunder to determine the acceptability of said services. Populace represents and warrants that it presently has no interest, direct or indirect and covenants and agrees that it will not, during the term of this Agreement, acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its duties and obligations hereunder. Populace further covenants and agrees for itself, its agents, employees, directors and officers to comply fully with the provisions of the Code of Ethics and Conflicts of Interest provisions of Georgia Law as codified at O.C.G.A. §45-10-20, et.seq., as such provisions now exist or may be amended.

6.15. Governmental Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the Client's sovereign immunity, any individual's qualified, good faith immunity, or any exemption from liability provided pursuant to the Constitution and laws of the State of Georgia. IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

CLIENT:

BY: _____
NAME: _____
TITLE: _____

Date of Execution

CONTRACTOR:
POPULACE, INC.

NAME: _____
TITLE: _____

Date of Execution



July 28, 2014

Tara Currier
 Manager
 Cartersville DDA
 1 Friendship Plaza
 Cartersville, GA 30120

Exhibit "A"
 PROPOSAL

Please find below the cost associated with the purchase of the Populace iGuide 2.0 mobile app customized for the Cartersville Downtown Development Authority and for the Droid and iOS (Apple) platforms.

This iGuide mobile app will contain but not be limited to the following: Custom Graphics to include: iPhone UI and Droid UI, Custom Map Waypoints, GPS Location Indicator, Point of Interest Detail, Listings for Dining, Attractions, Shopping, Lodging, Social Media Links, Website Link, Custom Cloud Realtime Data updates and Calendar of Events. This is a true native app and not a web based application.

Populace, Inc. will maintain the app in the Apple and Google Play app stores.

The price structure is as follows:

Cartersville Downtown Development Authority mobile app for iPad, iPhone and Droid smartphone: **\$6,500.00**

Yearly renewal of maintenance and support fee: **\$1,200.00**

(Fee is waived for the first year and due annually on the date of the final invoice, thereafter.)

The annual service agreement included any technical updates or improvements that Populace, Inc. releases to enhance the product, and includes biannual (twice a year) updates to the content of the app. These updates may include new photos, new location listings, etc.

Sincerely yours,

Tommy Duke
 Vice President of Sales

Item # 9



City of Cartersville

**City Council Meeting
9/4/2014 7:00:00 PM
Downtown Festival Zone Proposal**

SubCategory:	Proposals
Department Name:	DDA
Department Summary Recommendation:	Downtown Development Authority would like to propose a Festival Zone for the October 3 First Friday event, being sponsored by Academy Sports. After ample feedback in preparation for the most recent Festival Zone, the event went very well and attracted the largest attendance to date for a First Friday event downtown. Additional details about the October 3 proposed Festival Zone, including a map of the Festival Zone, schedule of events, and details about how the sale of alcohol will be handled, are enclosed. DDA board and staff feel that all requirements set forth in the Festival Ordinance have been addressed, and look forward to providing another safe, family-friendly event in downtown Cartersville. Your approval of the Festival Zone is recommended.
City Manager's Remarks:	Your approval of this proposal is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Festival Zone Proposal:

When: Friday, October 3, 5-9 PM (part of downtown Cartersville's First Friday Event)

What: "College Tailgate" First Friday – to include kids' activities, DJ and corn hole tournament

Why: To offer the community a free, family-friendly event

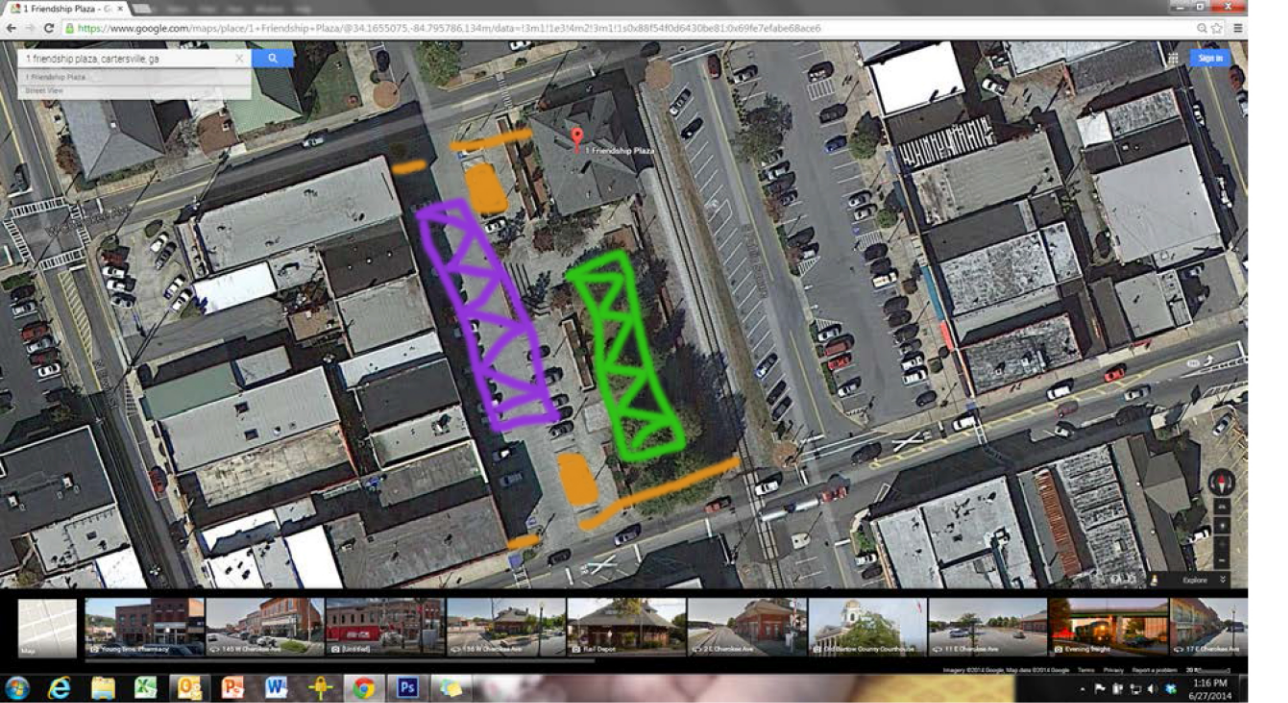
Details: Academy Sports is sponsoring the October First Friday event, which is a "College Tailgate" theme. As standard for many First Friday events, children's activities (including a coloring contest and sidewalk chalk drawing) will be offered in Friendship Plaza beginning at 5 PM. Academy Sports will also bring additional children's activities including a bounce house, putt-putt green and more. The Tom & Chad Show will provide musical enjoyment from 6-9 PM, and downtown vendors will be invited to set up in and around Friendship Plaza. The kids' activities area is noted in green on the attached map.

At 6 PM, a 15 team, single-elimination corn hole tournament will be held in Public Square. Several sets of corn hole boards are confirmed for the evening, and the hope is that the tournament should conclude by 8:30 PM that evening. The area for the corn hole tournament is noted in purple.

Cartersville DDA would like to propose that Friendship Plaza and Public Square be roped off to accommodate a 'Festival Zone,' which would be the same area designated as such for the August First Friday event. This area is noted by an orange boundary on the attached document, which will be panels of white fencing that Cartersville City Recreation Department is letting us borrow. There would be two openings, on either side of Public Square, for people to enter and exit the Festival Zone.

Set up in Public Square would be a table and tent staffed by The City Cellar who would sell beer and wine beginning at 5:30 PM. In order to purchase beer or wine, individuals of age 21 or over would have to provide proof of age at one of two ID check points, located near the entrances to the 'Festival Zone.' (Entrances are noted by a large, orange box on either side of Public Square on the attached map). Also at each entrance will be a large sign noting that 'NO DRINKS ARE ALLOWEED BEYOND THIS POINT' to keep people within the white fencing. In addition to showing proof of age, individuals will pay \$5 and receive a bright, yellow wristband and a festival cup. From there, individuals may approach The City Cellar vendor area and be sold a beverage. Beer and wine vendors will be instructed NOT to serve any individual without a wristband or without an event cup. Additionally, vendors will be responsible for checking IDs before serving. Alcoholic drinks will ONLY be available for purchase from 5:30-8:30 PM.

In addition to DDA board and staff, volunteers will be recruited for crowd management, and to ensure that those walking about the Festival Zone consuming alcohol have on a wristband, and are only consuming alcohol from the approved, event cup. They will also ensure that people consuming stay within the Festival Zone with their beverages. Two Cartersville City Police Officers will be arranged to be in attendance at the event.





City of Cartersville

City Council Meeting

9/4/2014 7:00:00 PM

Bartow County School System - Facility Usage Agreement

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	Facility Agreement – Bartow Co. School System – August 2014 Bartow County School System has agreed to extend the agreement with Cartersville Parks and Recreation Department for use of the Adairsville High School Aquatic Center. As last year this agreement allows Cobias swim team to be year- round swimmers. The affordable month rental fee (\$500.00 per month) for 7 months) which was reduced from 8-months to 7-months last has allows the in-door swim program to operate near budget neutral (-\$380) which was a condition of continuing the program. I recommend continuance of the “Use of Facility Contract – AHS Aquatic Center” with the Bartow County School system.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

✓ Sent 8-19-14 12:54 pm Jmm



Bartow County School System
Use Of Facility Agreement



Adairsville High School Aquatic Ctr; 519 Old Hwy 41, Adairsville GA 30103
 Facility: 7 (A minimum of \$1,000,000 in Liability Insurance is required by O.G.G.A 51-1-52)
 Contract#: _____ Phone: _____ Fax: _____ Date: _____
 Facility Administrator: Bruce Mulkey
 Facility Required: Classroom(s) _____ Media Center _____ Gymnasium _____ Computer Lab(s) _____
 Cafeteria _____ Auditorium _____ Performing Arts Center _____
 Other _____ (Specify: Adairsville High Aquatic Center)
 Organization Name/Address: Cartersville Parks & Recreation; POB 1390; Cartersville GA 30120

Classification of Organization:
(Check all that apply)

Profit: _____ Non-Profit: _____
 Government Agency: ☒ Business: _____

Civic Group: _____
 Religious Group: _____
 Other (Specify): _____

Organization Representative: Greg Anderson

Phone: 770-607-6173 Fax: 770-387-5624

Describe the purpose and what will be conducted in Facility:

Recreation Swim Team practice

Date of Facility Use (attach schedule if necessary): Sept 29, 2014 - April 25, 2015 - 3 hrs Daily
 (Day of wk, Day, Mo, Yr) Time: From: _____ To: _____

Estimated Attendance: 40-50 Admission Charged: Yes Total Hours of Use: Will coordinate w/ Bartow Co. High School Swim Team's Division
 Cost Analysis (Refer to current Facility Use Price List) NOTE: All facility use and related fee payments are to be made payable to and remitted directly to the Bartow County Board of Education. Under no circumstances should any payment(s) be made payable to or remitted to an individual or school for the use and support of an approved facility use agreement.

Facility Use Charge: Certified Lifeguard on duty at all times Security Charge: \$ _____
 Custodial Charge: \$ _____ Technical Charge: \$ _____
 Supervisory Charge: \$ _____ Other Charges: \$ _____ Specify: _____

Total Charges: \$ 500.00 per month @ 7 months Deposit: \$ _____ Balance Due: \$3500.00
 (Make Check Payable to the Bartow County School System. Please refer to #6 on terms and conditions)

I, Greg Anderson have read and agree to the facility use terms and conditions attached to this agreement.
 (Please Print or Type)
Greg Anderson Director Parks & Recreation 8-18-14
 (Organization Representative's Signature) (Title) (Date)

This Section Is Only For Bartow County School System Use

Application Approved: Yes ☒ No _____ School Related: Yes _____ No _____

Reason for Denial: Time Conflict _____ No employee available for supervision or custodial _____

Previous unsatisfactory experience w/group _____

Proposed use incompatible with building design _____

Insufficient insurance certificate _____ Other reason(s) _____

(Facility Administrator)

(Date)

(Central Office Designee)

(Date)

Revised: 2013



CERTIFICATE OF LIABILITY INSURANCE

CARTE-1

OP ID: MB1

DATE (MM/DD/YYYY)

08/18/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Public Risk Und. - Retail 4725 Peachtree Corner Cir #370 Norcross, GA 30092 Michael White	Phone: 770-441-1888 Fax: 770-441-2797	CONTACT NAME: Heather Lobby PHONE (A/C, No, Ext): 770-441-1888 FAX (A/C, No): E-MAIL ADDRESS: hlobby@publicriskus.com INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Ins Co. NAIC # 27154 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED City of Cartersville Mr. Dan Porta PO Box 1390 (1 North Erwin St. Cartersville, GA 30120		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			791-00-06-72-0000	06/30/14	06/30/15	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is an Additional Insured as required by contract with regards to the City's use of the Adairsville High School Swimming pool for the cobias swim team program located at 519 Old Highway 41, Adairsville, GA

CERTIFICATE HOLDER**CANCELLATION**

BARTOWC Bartow County School Board 65 Gilreath Road Cartersville, GA 30121	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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**Morgan Johnston**

has successfully completed requirements for

Lifeguarding/First Aid/CPR/AED: valid 2 Years

Date Completed: 05/03/2014

conducted by: American Red Cross

Instructors: Natalia S Smith

Steve Dowell Hendrix



ID: GQAVCA

Scan code or visit:
redcross.org/confirm



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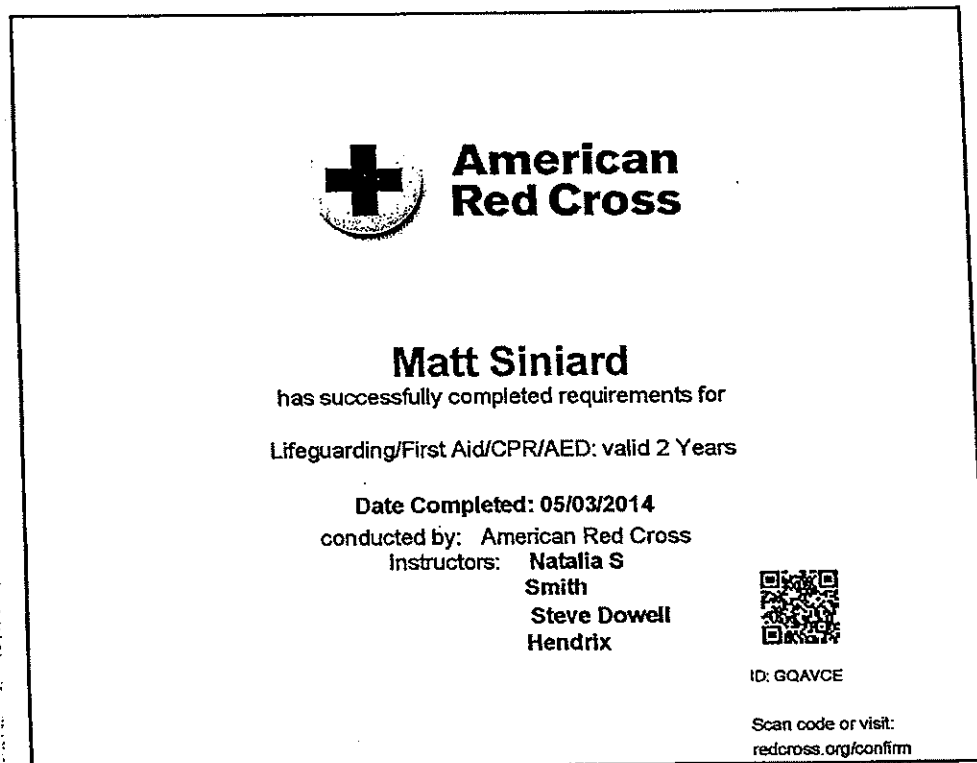
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**WHO WE ARE**Mission, Vision, and
Fundamental Principles

Our History

Governance

Publications

Career Opportunities

Media Resources

WHAT WE DO

Disaster Relief

Supporting America's
Military FamiliesHealth and Safety
Training & Education

Lifesaving Blood

International Services

PLAN & PREPAREPrepare Your Home
and Family

Prepare Your School

Prepare Your
Workplace

Types of Emergency

Tools and Resources

OUR SUPPORTERSCorporate and
Foundation

Community Partners

Individual Major
DonorsNational Celebrity
Cabinet

Join 
the Movement

Volunteer

Involve Your School

Host a Blood Drive

Workplace Giving

Fundraise



City of Cartersville

City Council Meeting

9/4/2014 7:00:00 PM

Date/Time Change for December 4, 2014, January 1 & 15, 2015 Council Meetings

SubCategory:	Resolutions
Department Name:	City Manager's Office
Department Summary Recommendation:	As you know because the first Council Meeting in December conflicts with the annual Christmas Parade the Council has traditionally opted to change the evening meeting to a morning meeting. Additionally, the first City Council meeting in 2015 falls on New Year's Day which is a holiday for most City employees as well as most of the citizen's of Cartersville. Since January 2015 has five Thursdays it is recommended that the first meeting of the year be moved to January 8th and the second meeting be held two weeks later on January 22 (the second and fourth Thursdays). This would still allow a two week interval between the second meeting in January and the first meeting on February 5th. Attached is a Resolution regarding these three proposed changes.
City Manager's Remarks:	The change in meeting time for the December meeting is an annual recurrence due to the Christmas Parade. Due to the first Thursday in January 2015 being on January 1st, it is recommended that the meeting dates for this month be changed. Staff is aware of these changes so any rezoning or other public hearings will be properly advertised. I recommend approval of this resolution.
Financial/Budget Certification:	N/A
Legal:	N/A
Associated Information:	

Resolution No.

WHEREAS, The Mayor and City Council has determined that it is in the best interest of the City of Cartersville and it's inhabitants and their general health, safety and welfare to reschedule the below referenced meetings of the Mayor and City Council pursuant to the authority provided by the CODE OF ORDINANCES, CITY OF CARTERSVILLE, GEORGIA; and

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meetings listed below of the Mayor and City Council are hereby rescheduled pursuant to Section 217 of the City of Cartersville Code of Ordinances: Attachment number 1 \nPage 1

- December 4, 2014 at 7 PM rescheduled to December 4, 2014 at 9 AM
- January 1, 2015 at 7 PM rescheduled to January 8, 2015 at 7 PM
- January 15, 2015 at 7 PM rescheduled to January 22, 2015 at 7 PM

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this 4th day of September, 2014

/s/ _____
Matthew J. Santini Mayor

ATTEST: /s/ _____
Connie Keeling City Clerk