

City of Covington

Public Works Meeting

City Hall

LLC at 4:00 P.M.

February 5, 2019

1. **Review Fleet GPS for Public Works Trucks. (See attached)**
2. **Functional Classification System TDOT. (See attached)**
3. **Water main extension Rialto Industrial Park update.**
4. **CDBG FY18 Sewer Rehabilitation Grant updates.**
5. **Water main extension South College and Hasting Way.**
6. **Hydrant flushing to began February 4th.**

Other Business:

1. Code Division monthly report: (See attached)

Adjourn:



VSP Fleet Purchase - CalAmp Order Form

Company Name:	CITY OF COVINGTON	Date:	10/5/2018
Shipping Address: (cannot ship to a P.O. Box)	200 W. WASHINGTON		
City:	COVINGTON	State:	TN
		Zip:	38019
Contact Name:	SANDY HERRING	Phone #:	(901) 476-0583 X. 10
Contact Email Address:	SHERRING@COVINGTONTN.COM		

Qty.	LMU Devices	Part Number	Price Each	Total Cost
39	2620 (Verizon) Built In Antenna	LMU26C4V0-ACT01	\$199.00	\$7,761.00
Qty.	Asset Trackers	Part Number	Price Each	Total Cost
0			\$0.00	\$0.00
0			\$0.00	\$0.00
Qty.	OBD II	Part Number	Price Each	Total Cost
0			\$0.00	\$0.00
Qty.	Additional Product	Part Number	Price Each	Total Cost
39	Wiring Harnson, 20-pin, 3-Wire With Fuses (Required for each unit)	5C848-8	\$9.99	\$389.61
0			\$0.00	\$0.00
0			\$0.00	\$0.00
One-Time Charges		Description		Total Cost
1		One-Time Application Processing Fee	\$100.00 Per Account	\$100.00
Shipping and Handling			Price Each	Total Cost
39	S & H - LMU and OBD Devices - Regular Ground (Per Order of 20)		\$19.99	\$39.98
0	S & H - Asset Trackers - Regular Ground ONLY (Per Order of 5)		\$22.50	\$0.00

PLEASE NOTE THAT DUE TO THE CONFIDENTIAL INFORMATION ON THE ORDER FORM THE FORMS WILL ONLY BE ACCEPTED VIA FAX .

Sub Total	\$8,250.61
Tax (FL only)	
Shipping	\$39.98
Total	\$8,290.59

Fax completed document to (813) 936-7541

Credit Card Information					(All Information is required)
Card Holder Name:		Phone#:			
Billing Address:					
City:	State:	Zip:	Card Type:		
Card Number:	Exp. Date:	CVV#:			
Card Holder Signature:					

For Internal Use Only			
Actsoft Sales Rep:	Brittany Slatton		
Rec'd Date/Initials:	Date Paid/Initials:	Memorized Date/Initials:	CRM#/Complete Date/Initials:
Invoice #:	Confirmation #:	PO#	



Subscriber Agreement - VSP Fleet Purchase

Between Licensor Actsoft, Inc. ("ACTSOFT") and Subscriber:

Company Name:	CITY OF COVINGTON	Date:	10/5/2018
Billing Address:	200 W. WASHINGTON		
City:	COVINGTON	State:	TN
Contact Name:		Zip Code:	38019
Contact Email Address:		Phone #:	

Software Version	Number of Units	Contract Term	Billing Frequency	Software License Fee ¹	Subscription Fee Per Unit ²	Payment Cycle Date	Recurring Payment
Comet Fleet Application **Device Sold Separately**	39	3-years (36 Months)	Monthly	\$25.00	\$18.00	TBD	\$702.00
Comet Asset Application **Device Sold Separately**			Quarterly	\$25.00	\$13.00		\$0.00
			Quarterly		\$0.00		\$0.00

¹One-time software activation fee for each unit. ²Subscription Fee amount is the monthly rate per unit.

TOTAL INITIAL PAYMENT DUE:	\$1,677.00
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The amount due with the signed Subscriber Agreement includes the first Payment of \$702.00 plus the Software License Fee of \$975.00

PLEASE INSERT ANY SPECIAL INSTRUCTIONS IN BOX BELOW:	
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This Agreement will only become effective on the date this agreement is signed by the customer and the software is made available for download to the customer. The Subscriber has read, understands, agrees and hereby accepts the Terms and Conditions stated in this agreement. The undersigned hereby acknowledges and represents that he/she has the authority to execute this Agreement on behalf of the Customer and authorize payment for the total amount and term selected. By signing below Customer authorizes Actsoft to debit the following credit card for the One-Time Payment and to take subsequent Payments for the Recurring Charges. Customer has the option to pay the Recurring Charges using a separate Credit Card or by ACH. Please contact Accounting at accounting@actsoft.com for alternate payment arrangements.

Terms and Conditions Accepted - Signature

Printed Name

Credit Card Information				(All Information is required)			
Card Holder Name:		Phone#:					
Billing Address:							
City:	State:	Zip Code:	Card Type:				
Card Number:	Exp. Date:	CVV#:					
Card Holder Signature:							

ACH Preauthorized Debit				(All Information is required)			
Bank Name		State:					
Branch Location:							
City:	State:	Zip Code:					
Bank Transit/ABA Number:	Account #						
Authorized Signature:							

PLEASE NOTE THAT DUE TO THE CONFIDENTIAL INFORMATION ON THE FORM THAT THIS AGREEMENT CAN ONLY BE ACCEPTED VIA FAX

Please fax completed document to (813) 936-7541

For Internal Use Only

Actsoft Sales Rep:	Brittany Slatton		
Carrier Sales Rep:		Carrier:	
Rec'd Date/Initials:	Date Paid/Initials:	Memorized Date/Initials:	CRM#/Complete Date/Initials:
Invoice #:	Confirmation #:	PO#	

ACTSOFT INC. AGREEMENT
TERMS AND CONDITIONS

DESCRIPTION OF SERVICES TO BE PROVIDED: Actsoft will provide wireless access to its COMET Tracker module (Software) including all upgrades and enhancements during the Term of this Agreement according to the terms stated in this Agreement. In consideration of Subscriber payments, Actsoft grants the Subscriber a non-exclusive, non-transferable license to install the Software on an approved Phone for each of the user subscriptions and to use the Software on and from the Signed Date according to the terms and conditions of this Agreement during the Term (all as specified on the front page of this Agreement). The Subscriber may permit the number of users specified on the front page of this agreement to access and use the Software for the Term PROVIDED such access and use is solely via an approved Phone which supports the Software and which is specified in the user documentation available. The Subscriber acknowledges that the number of users accessing the Software is limited as set out on the front page of this Agreement. Additional users may be added from time to time during the term of this Agreement as documented in attachments hereto that are signed by both parties. Subscriber acknowledges and agrees that any users added to this Agreement will be governed by the terms and conditions contained herein unless specifically amended by signature of both parties. The addition of users will be added to the monthly payment through the remaining term of the Agreement. Subscriber agrees not to use the services for any unlawful purpose.

PAYMENT TERMS: The rate may be adjusted to the current market rate at the Renewal of this Agreement. In the event of early termination of the Agreement for any reason, the full balance of installments due and unpaid for the remainder of the term shall be payable forthwith upon the effective date of termination. Subscriber acknowledges the obligation to continue payments in all events including but not limited to cancellation of carrier service, service interruptions, lost phones, damage to equipment, etc. All payments by the Subscriber to Actsoft shall be made in U.S. Dollars to Actsoft at its location in Tampa, Florida. Subscriber acknowledges the obligation to pay the monthly fee for each user on the monthly payment day in advance of service over the term of this Agreement. If full payment is not received on the payment day of each month, service may be suspended or terminated for non-payment.

RECONNECTION FEE: Data will be hosted on a server maintained by Actsoft, or a company qualified to host data. The Agreement will run from the first full month of Software service according to signed date stated on the first page of this Agreement. Should connection(s) be shut off for any reason in accordance with the terms of this Agreement a reconnection fee may apply.

SUBSCRIBER PHONE EQUIPMENT: Actsoft is not responsible for installation, operation, quality of transmission, cost or maintenance of Phone equipment required to utilize services under this Agreement. Subscriber may change Phone Service Providers at any time, but any change in service or equipment may require additional programming of equipment or changes to assigned codes or numbers, which may require programming fees. Subscription fees are due and payable to Actsoft despite any service interruptions or discontinuation that is outside of the control of Actsoft.

INDEMNITY: The Subscriber shall be solely responsible for, and shall indemnify, defend, and hold Actsoft free and harmless from all damages, liabilities, charges, and expenses (including attorney's fees) from all claims, lawsuits, or other proceedings to the extent arising out of or relating to (a) use of the Software in a manner permitted or not permitted by this Agreement, by the Subscriber and independent contractors, their employees and agents, and all persons or entities who have access through the Subscriber or independent contractors to the Software or; (b) infringement of any right resulting in any way from the use of the Software with other software or hardware provided or not provided by Actsoft or from any computer software or printed, electronic, or recorded materials created by the Subscriber or independent contractors. This clause is not intended to limit the Subscriber's duty to indemnify Actsoft, as otherwise required by law.

NON-PAYMENT / BREACH: A late payment charge of 1.5% (or the maximum interest rate permitted by law) per month may be applied to the Subscriber's account if monthly invoice amounts are received after 5 days of the payment day as covered by the Agreement. The late payment charge is for costs related to the non-timely payment and shall not be deemed an interest payment. A charge of \$25.00 will be charged to Subscriber for any check or negotiable instrument tendered by Subscriber and returned unpaid by a financial institution for any reason. Actsoft may demand payment by money order, cashier's check, or similarly secure form of payment, at Actsoft's discretion at any time or from time to time. If Actsoft obtains the services of a collection agency or an attorney to assist Actsoft in remedying Subscriber's breach of this Agreement, including but not limited to the breach of the terms and conditions of this Agreement, in addition to any other remedies Actsoft may have, Actsoft may temporarily or permanently terminate service to customer. If service is terminated all outstanding payments to be made in installments are accelerated and immediately due in full.

RENEWAL and TERMINATION: At the end of the Term, unless terminated, this Agreement will automatically be renewed for a period of one year. Thirty to sixty days prior to the end of the Term or the anniversary of the Term, either party may terminate this Agreement upon written notice mailed via certified mail to the last known address.

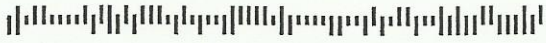
ASSIGNMENT / GOVERNING LAW: This Agreement may be freely assigned by Actsoft to any successor of it or any other firm or entity capable of performing its obligations hereunder, and upon any such assignment, Actsoft shall be released from all obligations to Subscriber. Subscriber may not assign this Agreement without the prior consent of Actsoft, which will not be unreasonably withheld. Subject to the restrictions contained herein, this Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto. The laws of the State of Florida shall govern this Agreement. If either party institutes an action relating to or arising out of this Agreement or any of its terms, each party shall bear all of their own costs and attorney's fees. Any legal proceeding brought by or against the parties with respect to this Agreement shall be brought in the courts of the State of Florida or in any United States District Court located in Hillsborough County, Florida, and the parties hereby irrevocably submit to such jurisdiction and hereby irrevocably waive any and all objections, which they may have with respect to venue in any of the above courts. This Agreement constitutes the complete and exclusive agreement of the parties with respect to the subscription for Software to the Subscriber, superseding all other communications of any kind by any means between Actsoft and the Subscriber relating to the subject matter of this Agreement. The parties have read this Agreement and agree to be bound by its terms. Any amendment or waiver of this Agreement or any exhibit hereto, must be in writing, executed by Actsoft and the Subscriber. The parties do not intend by this Agreement to create any benefit for any third party, and no third party shall have any rights under this Agreement.

WARRANTIES AND LIMITATIONS OF LIABILITY: If there exists an error in the Software, the Subscriber shall promptly inform Actsoft and Actsoft shall endeavor in good faith and in a reasonable time to correct the error. The Subscriber's sole remedy against Actsoft in the event of an error in the Software is to allow Actsoft to correct the error. THE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THIS WARRANTY SHALL BE CORRECTION OR REPLACEMENT OF THE NON-CONFORMING SOFTWARE AT ACTSOFT'S DISCRETION. THE LIMITED EXPRESS WARRANTY STATED ABOVE IS THE ONLY WARRANTY MADE BY ACTSOFT. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOR OTHER WARRANTIES, EXPRESS OR IMPLIED (BY OPERATION OF LAW OR OTHERWISE), BY ACTSOFT WITH RESPECT TO THE SOFTWARE OR ANY OTHER GOOD OR SERVICE PROVIDED UNDER THIS AGREEMENT. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF ACTSOFT HAS THE AUTHORITY TO BIND ACTSOFT TO ANY ORAL REPRESENTATIONS OR WARRANTY CONCERNING THE SOFTWARE OR ANY OTHER GOOD OR SERVICE PROVIDED BY ACTSOFT. ANY ORAL OR WRITTEN REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED IN THIS AGREEMENT SHALL NOT BE ENFORCEABLE BY THE SUBSCRIBER. ACTSOFT'S AGGREGATE LIABILITY TO THE SUBSCRIBER FOR ANY CLAIM IN CONTRACT, TORT OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, OR ITS PERFORMANCE OR NON-PERFORMANCE SHALL BE LIMITED TO THE TOTAL AMOUNT OF SUBSCRIPTION FEES ACTUALLY PAID TO ACTSOFT UNDER THIS AGREEMENT. ACTSOFT SHALL NOT BE LIABLE TO THE SUBSCRIBER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF ACTSOFT HAS BEEN ADVISED OR, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. The subscriber has reviewed the product and services and has determined that the product and service is suitable for their intended purpose.



PO BOX 489
NEWARK, NJ 07101-0489

Manage Your Account	Account Number	Date Due
www.vzw.com/mybusinessaccount	723486715-00001	01/24/19
Change your address at http://sso.verizonenterprise.com	Invoice Number	9821383220



CITY OF COVINGTON
PO BOX 768
COVINGTON, TN 38019-2560

000585558
R212

Quick Bill Summary

Dec 02 – Jan 01

Previous Balance <i>(see back for details)</i>	\$280.84
Payment – Thank You	-\$280.84
Balance Forward	\$0.00
Monthly Charges	\$280.00
Usage and Purchase Charges	
Messaging	\$0.04
Data	\$0.00
Surcharges and Other Charges & Credits	\$0.80
Taxes, Governmental Surcharges & Fees	\$0.00
Total Current Charges	\$280.84

Verizon Wireless News

Now It's Easier To Get Help Online

Our new online support experience saves you time by giving you access to the help you need when you need it. Sign in to get personalized help that's specific to your bill, plan and devices. Visit go.vzw.com/support.

Total Charges Due by January 24, 2019 \$280.84

Vendor # 167
 Department _____
 Account # _____
 CT # _____
 Approved S. Henry
 Check # _____
 Date Paid _____

Pay from phone #PMT (#768)	Pay on the Web At vzw.com/mybusinessaccount	Questions: 1.800.922.0204 or *611 from your phone
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CITY OF COVINGTON
PO BOX 768
COVINGTON, TN 38019-2560

Bill Date January 01, 2019
 Account Number 723486715-00001
 Invoice Number 9821383220

Total Amount Due by January 24, 2019

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

\$280.84

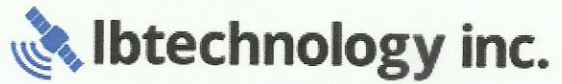
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PO BOX 660108
DALLAS, TX 75266-0108



98213832200107234867150000100000028084000000280840

LB Technology Inc.
 5100 Poplar Avenue, Suite 2104
 Memphis, TN 38137 US
 (901) 480-8840
 www.lbtelematics.com



Created Date 1/24/2019
 Expiration Date 3/24/2019
 Quote Number 00000025

Prepared By Brianna Crystal
 Email bcrystal@lbtelematics.com

Email sherring@covingtontn.com

Bill To Name Covington, TN
 Bill To 300 South College Street
 Covington, TN 38019
 United States

Ship To Name Covington, TN
 Ship To 300 South College Street
 Covington, TN 38019
 United States

Product	Product Description	Sales Price	Quantity	Total Price
FleetTrack84	Plug & play OBDII, 1708, 1939	\$0.00	39.00	\$0.00
JPOD OBD_Y_Universal	OBD Y Harness Universal	\$0.00	39.00	\$0.00
LB_INST_001	Installation Services	\$0.00	39.00	\$0.00
LB_Mth_12	Monthly Service Fee	\$15.00	39.00	\$585.00

2 year contract

Total Price \$585.00

Accepted By: _____

Accepted Date: _____



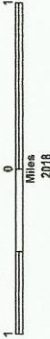
LEGEND

- INTERSTATE HIGHWAY
- U.S. NUMBERED HIGHWAY
- STATE HIGHWAY
- FEDERAL AID URBAN BOUNDARY
- INTERSTATE
- OTHER FREEWAYS AND EXPRESSWAYS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- MAJOR COLLECTOR
- MINOR COLLECTOR
- COUNTY LINE
- WIDE STREAM
- NATIONAL HIGHWAY SYSTEM



COVINGTON
TENNESSEE

FUNCTIONAL CLASSIFICATION SYSTEM
PROJECT # 14
 TENNESSEE DEPARTMENT OF TRANSPORTATION
 LONG RANGE PLANNING DIVISION
IN COOPERATION WITH THE
 U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION



Department of Code Compliance Report

February 5, 2019 Meeting

Proposing:

To amend Covington Municipal Code Title 8, Heavy Trucks, section 15-802 to included the following Streets: Spring and Valley during the 2019 Covington Municipal Code codification.

The concrete trucks and other tractor trailer use these streets on a regular basis. They should be using the By Pass instead of our City Streets.

Thank you for your consideration.

Report:

Animal Control – Inquires, Cats to County, Dogs to Foster, Dogs picked up by Owners – 56

Dogs to Dr Clay – 2

Beer Licenses- Inquires – 5

Blight – The first 11 structures have been demolished.

The next set of walk-throughs will hopefully be the end of March or 1st of April.

Business Licenses – Inquires, New Applications, Amended Applications – 75

Codes Violations – Inquiries, Letters and Notices - 46

Cemetery – Inquires, Grave Sales, On-Site Visits – 42

Court Clerk – Inquires – 42

Proclamations - 2

Public Works – Inquires – 36

PROJECT CODE RECAP FOR PERMITS ISSUED: 1/01/2019 TO 1/31/2019

Description	# of Permits	Fees	Value
New Single Family	1	493.50	129,516
Plumbing	1	140.00	140
Sign Installation	2	137.00	25,100
TOTALS	4	770.50	154,756