

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, January 4, 2021

6:30 PM

Teleconference

Link to join Webinar

<https://zoom.us/j/97000880870>

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Elaine Puckett

Councilmember Matt Myers

Councilmember Bruce Gaynor

- A. **Call to Order by Mayor Craig Newton**
PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES
- B. **Invocation**
- C. **Pledge of Allegiance to the Flag of the United States of America**
- D. **Roll Call (recorded)**
- E. **Presentation of previous meetings minutes for acceptance**

[21-5983](#)

Approval of Previous Meeting Minutes

[Mayor and Council - Regular Meeting - Dec 7, 2020 6:30 PM](#)

[Policy Work Session - Regular Meeting - Dec 21, 2020 6:30 PM](#)

[Special Called Meeting - Special Meeting - Dec 21, 2020 6:30 PM](#)

[Mayor and Council Visioning Session - Visioning Session - Dec 28, 2020 6:30 PM](#)

- F. **Set agenda as presented for scheduled meeting.**

[21-5984](#)

Acceptance of the Agenda

- G. **Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**

[21-5986](#)

Inauguration of Councilmember Andrew Hixson

[Oath of Office - Hixson 2021](#)

[21-5987](#)

Inauguration of Councilmember Arlene Beckles

[Oath of Office - Beckles 2021](#)

[21-5988](#)

Inauguration of Councilmember Josh Bare

[Oath of Office - Bare 2021](#)

[21-5990](#)

Appointment of Mayor Pro Tem for 2021

[21-5989](#)

Recognition of Councilmember Elaine Puckett

[Proclamation for Councilmember Elaine Puckett](#)

[21-5985](#)

Important Announcements and Updates Regarding COVID-19

The Mayor and Council will be joined by Dr. Audrey Arona, District Health Director, and CEO of Gwinnett, Newton, and Rockdale County Health Departments who will present critical information and updates regarding COVID-19.

H. Floor Open to Citizens Desiring to Address the Governing Authority

- a. Comments by Citizens
- b. Comments by Council
- c. Comments by City Manager

PH. Public Hearings**J. Reports of the Mayor and Council Members**

- a. General Announcements

January Calendar of Events

All City events have been canceled due to precautionary measures for COVID-19.

K. Board Appointments

- [21-5991](#) **Board Appointment - Architectural Review Board**
- [21-5992](#) **Board Appointment - Discovery Garden Park Board**
- [21-5993](#) **Board Appointment - Historic Preservation Commission**
- [21-5994](#) **Board Appointment - Sustainable Norcross Commission**

L. Approval of Consent Agenda

- 1. [20-5965](#) **Renewal Contract with the City of Norcross and Motorola**

The Norcross PD's software upgrade and maintenance agreement with Motorola Solutions, Inc., which covers our Police Dispatch/911 Radio Consoles/Link, is up for renewal. Required software/hardware upgrades and ongoing maintenance are included under this agreement. Total cost is amortized over ten (10) years including our current year Police Communications/911 budget; this is currently covered under the existing services delivery agreement and is submitted to Gwinnett County for reimbursement.

[City of Norcross SUA](#)
- 2. [20-5929](#) **City Website Improvements**

Recommendation to improve the city's mass notifications system through website add-on, CivicReady at a cost of \$4,427.89 annually.

[Policy Meeting Memorandum](#)

[Norcross - CivicReady – Proposal](#)

[Norcross Policy Meeting Website Presentation December 2020](#)
- 3. [20-5966](#) **FY20 End of Year Budget Amendments**

Amendments requested for the General Fund and several Special Funds to ensure we are in compliance with a balanced budget.

[Budget Amendments](#)

4. [20-5967](#) **FY21 Appropriation of CARES Act Funds**
Request to have funds received under the CARES Act set aside for special projects as approved by Mayor/Council.
[FY21 Appropriation](#)
5. [20-5933](#) **Text Amendment to Sec. 2-153 Norcross Development Authority**
Text Amendment to amend Sec. 2-153 to correct a scrivener's error.
[ORD xx-2020 Amendment to Sec 2-153](#)
6. [20-5968](#) **On Demand Services**
Public Works, Utilities, & Parks is requesting approval of the attached qualified design professionals for the 2021 On Demand Services list.
[Memo - On Demand Services](#)
7. [20-5969](#) **Pipe Relining Project PWUP 20-04 Contractor Agreement**
Public Works, Utilities & Parks is seeking approval of the Contractor Agreement attached for IPR Southeast LLC for storm water pipe relining under RFP PWUP 20-04.
[Memo - Pipe Relining Project PW/UP 20-04](#)
[Contractor Agreement - Pipe Relining - PWUP 20-04](#)
8. [20-5970](#) **Dumpster Enclosure Update**
Public Works, Utilities & Parks is seeking direction and providing an update on the dumpster enclosure behind Paizanos.
[Memo - Dumpster Enclosure Update](#)
9. [20-5971](#) **Setting of 2021 Election Qualifying Fees**
Setting of the qualifying fees for the 2021 election cycle.
[Memo - qualifying fees](#)
[Advertisement for Qual Fees](#)

M. **Items for Discussion**

N. **Adjourn in memory of**

O. **Adjourn to Executive Session for Personnel, Real Estate or Legal**

P. **Signed by** _____ **Mayor Craig Newton**

Q. **Attest:** _____ **Monique Lang, City Clerk**



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-5983	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Approval of Previous Meeting Minutes		

Sponsors:

Code Sections:

Title
Approval of Previous Meeting Minutes

Drafter
Craig Newton

Motion
A motion to Approve/Deny the December 7th Regular Council Meeting Minutes and Executive Session, the December 21st Policy Work Session and Executive Session and Special Called Meeting, and the December 28th Special Called-Mayor and Council Visioning Session.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, December 7, 2020

6:30 PM

Teleconference

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Elaine Puckett

Councilmember Matt Myers

Councilmember Bruce Gaynor

Minutes Acceptance: Minutes of Dec 7, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

- A. Call to Order by Mayor Craig Newton
- B. Invocation
- C. Pledge of Allegiance to the Flag of the United States of America
- D. Roll Call (recorded)

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Andrew Hixson	Councilmember	Present	
Elaine Puckett	Councilmember	Present	
Matt Myers	Councilmember	Present	
Bruce Gaynor	Councilmember	Present	

Regular Meeting was called to order at 6:34 PM by Mayor Craig Newton

- E. Presentation of previous meetings minutes for acceptance

20-5951: Approval of Previous Meeting Minutes

Motion

A motion to Approve the November 2nd Regular Council Meeting Minutes and Executive Session, the November 13th Special Called Meeting, and November 16th Policy Work Session and Executive Session.

Mayor and Council - Regular Meeting - Nov 2, 2020 6:30 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Bare, Hixson, Puckett, Myers, Gaynor

Policy Work Session - Regular Meeting - Nov 16, 2020 6:30 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Bare, Hixson, Puckett, Myers, Gaynor

Special Called Meeting - Special Meeting - Nov 13, 2020 8:00 AM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Bare, Hixson, Puckett, Myers, Gaynor

Minutes Acceptance: Minutes of Dec 7, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

F. Set agenda as presented for scheduled meeting.**20-5946: Acceptance of the Agenda****Motion**

A motion to Accept the Agenda as Presented with the following items being moved to discussion:

20-5933 : Text Amendment to Sec. 2-153 Norcross Development Authority

20-5963 : Walmart Solar Initiative

20-5928 : Rossie Brundage Safety/Security Policies & Additional Cameras Discussion

20-5962 : Gallagher Bassett, Georgia Interlocal Risk Management Agency, Rivera, and the City of Norcross

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Elaine Puckett, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Bare, Hixson, Puckett, Myers, Gaynor

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**20-5947: Important Announcements and Updates Regarding COVID-19**

RESULT:	PRESENTED BY DR. ARONA
----------------	-------------------------------

H. Floor Open to Citizens Desiring to Address the Governing Authority

- a. Comments by Citizens**
- b. Comments by Council**
- c. Comments by City Manager**

PH. Public Hearings**20-5901: Text2020-0004 Recommended Changes to the UDO****Motion**

A motion to Approve an amendment to Chapter 200, Sec.201-22, 202-2, 203-11, 205-4, Chapter 400, Sec. 401-2, Sec. 401-2.1, and Sec. 406-3 of the Unified Development Ordinance, with the following enacting clause:

The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be renumbered to accomplish that intention.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Andrew Hixson, Councilmember
AYES:	Bare, Hixson, Puckett, Myers, Gaynor

Minutes Acceptance: Minutes of Dec 7, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

20-5902: Text2020-0005 Annual Adoption of Official Zoning Map

Motion

A motion to Approve the adoption of the official Zoning Map as presented and to amend Chapter 100, Sec 101-2(C)(1) of the Code of Ordinances, with the following enacting clause:

Enacting Clause; The Mayor and City Council of the City of Norcross, Georgia hereby ordains that the Official Zoning Map as referenced in the Norcross Unified Development Ordinance, Chapter 100, Sec 101-2(C)(1) is hereby adopted as attached and incorporated into the Norcross Unified Development Ordinance by reference.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bruce Gaynor, Councilmember
SECONDER:	Josh Bare, Mayor Pro Tem
AYES:	Bare, Hixson, Puckett, Myers, Gaynor

J. Reports of the Mayor and Council Members**a. General Announcements****K. Board Appointments****20-5949: Board Appointment - Norcross Development Authority**

Motion

A motion to Approve the appointment of the following board members and terms as presented:

Norcross Development Authority

Mark Klafter	12/6/2022
Kathleen Allen	12/6/2024
Sophie Gibson	12/6/2022
Thad Thompson	12/6/2024
Rocky Gibson	12/6/2024
Matt Myers	12/6/2022
Jim Eyre	12/6/2024

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Andrew Hixson, Councilmember
AYES:	Bare, Hixson, Puckett, Myers, Gaynor

20-5956: Oath of Office - NDA

RESULT:	NDA MEMBERS SWORN IN BY MAYOR NEWTON
----------------	---

L. Approval of Consent Agenda

RESULT:	ADOPTED ON CONSENT AGENDA [UNANIMOUS]
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Elaine Puckett, Councilmember
AYES:	Bare, Hixson, Puckett, Myers, Gaynor

1. 20-5930: Gwinnett Metro Task Force - Memorandum of Agreement

Motion

A motion to Approve the attached proposed Memorandum of Agreement as presented.

2. 20-5931: Tobacco Free Park

Motion

A motion to Approve the adoption of language in our City Parks and Recreation ordinance, chapter 28, to ban the use of tobacco products in Gwinnett County-owned Cemetery Field located in the city limits.

3. 20-5932: Appointment of Retained Professionals

Motion

A motion to Approve the attached list of Appointed Professionals for FY2021 as presented.

M. Items for Discussion**A. 20-5933: Text Amendment to Sec. 2-153 Norcross Development Authority**

RESULT:	TABLED TO [3 TO 2]
	Next: 12/21/2020 6:30 PM
TO:	Policy Work Session
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Matt Myers, Councilmember
AYES:	Josh Bare, Andrew Hixson, Matt Myers
NAYS:	Elaine Puckett, Bruce Gaynor

B. 20-5963: Walmart Solar Agreement

Motion

A motion to Authorize the Mayor to sign the Walmart Solar agreement for Walmart contingent upon the RECA Approval, RECA Tariff, and the Solar Agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Bare, Hixson, Puckett, Myers, Gaynor

C. **20-5928: Rossie Brundage Safety/Security Policies & Additional Cameras Discussion**

Motion

A motion to Approve/Deny the installation of five additional cameras at Rossie Brundage Park at a cost of \$34,922 with funding to come from the Special Investigation Funds.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bruce Gaynor, Councilmember
SECONDER:	Andrew Hixson, Councilmember
AYES:	Bare, Hixson, Puckett, Myers, Gaynor

D. **20-5962: Gallagher Bassett, Georgia Interlocal Risk Management Agency, Rivera, and the City of Norcross**

Motion

A motion to Approve the settlement agreement between Gallagher Bassett, GIRMA, Rivera, and the City of Norcross.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Elaine Puckett, Councilmember
AYES:	Bare, Hixson, Puckett, Myers, Gaynor

N. **Adjourn in memory of William "Bill" Barks**

20-5955: Proclamation Honoring Deceased Resident - William "Bill" Barks

RESULT:	READ AND ACKNOWLEDGED BY MAYOR NEWTON
----------------	--

O. **Adjourn to Executive Session for Personnel, Real Estate or Legal**

The meeting adjourned at 8:46 PM.

P. **Signed by**_____ **Mayor Craig Newton**

Q. **Attest:** _____ **Monique Lang, City Clerk**

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, December 21, 2020

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Elaine Puckett

Councilmember Matt Myers

Councilmember Bruce Gaynor

Minutes Acceptance: Minutes of Dec 21, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Roll Call (recorded)

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Josh Bare	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Elaine Puckett	Councilmember	Present	
Matt Myers	Councilmember	Present	
Bruce Gaynor	Councilmember	Present	

Regular Meeting was called to order at 6:36 PM by Mayor Craig Newton

B. Citizen Input**C. Board Updates**

Zoning Board of Appeals- Tracy Rye

D. General Updates

*Important COVID-19 Updates- Dr. Audrey Arona

E. Council- General Discussion**F. Board Appointments**

Mayor and Council are asked to consider and approve appointments and re-appointments to the following board, authority or commission:

Architectural Review Board
 Discovery Garden Board
 Historic Preservation Commission
 Norcross Development Authority
 Sustainable Norcross Commission

G. City Manager's Report

*2021 Mayor and Council Retreat- Eric Johnson

H. Items for Discussion**1. 20-5927: W. Peachtree Street Development Proposal**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 12/28/2020 6:30 PM
TO:	Mayor and Council Visioning Session

2. 20-5965: Renewal Contract with the City of Norcross and Motorola

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 1/4/2021 6:30 PM
TO:	Mayor and Council

3. 20-5929: City Website Improvements

Minutes Acceptance: Minutes of Dec 21, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

4. **20-5966: FY20 End of Year Budget Amendments**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 1/4/2021 6:30 PM
TO:	Mayor and Council

5. **20-5967: FY21 Appropriation of CARES Act Funds**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 1/4/2021 6:30 PM
TO:	Mayor and Council

6. **20-5933: Text Amendment to Sec. 2-153 Norcross Development Authority**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 1/4/2021 6:30 PM
TO:	Mayor and Council

7. **20-5968: On Demand Services**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 1/4/2021 6:30 PM
TO:	Mayor and Council

8. **20-5969: Pipe Relining Project PWUP 20-04 Contractor Agreement**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 1/4/2021 6:30 PM
TO:	Policy Work Session

9. **20-5970: Dumpster Enclosure Update**

10. **20-5971: Setting of 2021 Election Qualifying Fees**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 1/4/2021 6:30 PM
TO:	Mayor and Council

11. **20-5972: Reactivation of the Parks and Greenspace Commission**

Minutes Acceptance: Minutes of Dec 21, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 1/18/2021 6:30 PM
TO:	Mayor and Council

12. **20-5973: Appointment of Mayor Pro Tem for 2021**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 1/4/2021 6:30 PM
TO:	Mayor and Council

I. **Adjourn to Executive Session for Personnel, Real Estate or Legal**

The meeting was closed at 8:50 PM

J. **Signed by:** _____ Mayor Craig Newton

K. **Attest:** _____ Monique Lang, City Clerk

Signed by _____ Mayor, Craig Newton

Attest _____ Monique Lang, City Clerk

Minutes Acceptance: Minutes of Dec 21, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, December 21, 2020

6:30 PM

Teleconference

Special Called Meeting

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Elaine Puckett

Councilmember Matt Myers

Councilmember Bruce Gaynor

Minutes Acceptance: Minutes of Dec 21, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Call to Order by Craig Newton

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Josh Bare	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Elaine Puckett	Councilmember	Present	
Matt Myers	Councilmember	Present	
Bruce Gaynor	Councilmember	Present	

Special Meeting was called to order at 9:44 PM by Mayor Craig Newton

B. Roll Call (recorded)**C. Comments by Citizens****PH. Public Hearings****E. Board Appointments****Board Appointment - Norcross Development Authority**

Motion

A motion to Approve the appointment of the following board members and their four year terms as presented:

Norcross Development Authority

Jim Eyre

Rocky Gibson

Sophie Gibson

Matt Myers

Kathleen Allen

Mark Klafter

Thad Thompson

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Andrew Hixson, Councilmember
AYES:	Bare, Hixson, Puckett, Myers, Gaynor

Minutes Acceptance: Minutes of Dec 21, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

F. Items for Discussion**1. 20-5979: COVID-19 Employee Incentive One-Time Pay**

Motion

A motion to Approve that all employees employed by the City as of August 31, 2020 be eligible for a one-time incentive pay of \$250 for all part-time employees, \$450 for all full-time employees, and \$750 for all sworn-in officers and communication officers.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Josh Bare, Mayor Pro Tem
AYES:	Bare, Hixson, Puckett, Myers, Gaynor

2. 20-5980: Public Notice Legal Ad for House Bill 661

Motion

A motion to Approve the City Clerk to run notice that the City of Norcross will be reconsidering HB 661 during the 2021 Session of the General Assembly as requested by the state legislator.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Bare, Hixson, Puckett, Myers, Gaynor

G. Adjourn to Executive Session Legal Personnel, and Real Estate

The meeting was adjourned at 10:34 PM with a motion by Councilmember Andrew Hixson and seconded by Mayor Pro Tem Josh Bare.

H. Signed by _____ Mayor Craig Newton

I. Attest _____ Monique Lang, City Clerk

Minutes Acceptance: Minutes of Dec 21, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, December 28, 2020

6:30 PM

Teleconference

Mayor and Council Visioning Session

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Elaine Puckett

Councilmember Matt Myers

Councilmember Bruce Gaynor

Minutes Acceptance: Minutes of Dec 28, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

I. Call to Order

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Josh Bare	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Elaine Puckett	Councilmember	Present	
Matt Myers	Councilmember	Present	
Bruce Gaynor	Councilmember	Present	

Visioning Session was called to order at 6:36 PM by Mayor Craig Newton

II. Public Comment**III. Items for Discussion****20-5982: Annexation Fiscal Impact Analysis Review**

RESULT:	DISCUSSED
----------------	------------------

IV. Adjourn to Exec Session Real Estate, Legal, and Personnel

The meeting was closed at 8:56 PM.

V. Signed by: _____ **Craig Newton, Mayor**

VI. Attest: _____ **Monique Lang, City Clerk**

Minutes Acceptance: Minutes of Dec 28, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-5984	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Acceptance of the Agenda		

Sponsors:

Code Sections:

Title
Acceptance of the Agenda

Motion

A motion to Accept/Deny the Agenda as Presented with the following items being moved to discussion:



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-5986	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Inauguration of Councilmember Andrew Hixson		

Sponsors:

Code Sections:

Attachments:

1. [Oath of Office - Hixson 2021](#)

Title
Inauguration of Councilmember Andrew Hixson

City of Norcross

Oath of Office

Councilmember Andrew Hixson

“I, **Andrew Hixson**, do solemnly swear (or affirm) that I will faithfully perform the duties of Councilmember of the City of Norcross, Georgia, and that I will support and defend the Charter and Code thereof as well as the Constitution and laws of the State of Georgia and of the United States of America.”

“I, **Andrew Hixson**, swear (or affirm) that I am not incumbent in any office of trust under the government of the United States, any other state, or any foreign state which by the laws of the State of Georgia, I am prohibited from holding and should I seek such, my resignation from office shall be instant;”

I, further swear (or affirm) that I am not the holder of any unaccounted for public money due this or any other State or political subdivision or authority thereof;”

I, further swear (or affirm) I am qualified to hold the office for which I have been elected, and for so long as I am serving as a Councilmember of the City of Norcross, Georgia, I do solemnly swear (or affirm) that I will faithfully perform and discharge the duties of my elected office, conscientiously and without malice or partiality, to the best of my ability;”

So Help Me God.

January 4, 2021

Chief Magistrate Judge Kenneth Wickham

Attest: Monique Lang, City Clerk



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-5987	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Swearing in of Councilmember Arlene Beckles		

Sponsors:

Code Sections:

Attachments:

1. [Oath of Office - Beckles 2021](#)

Title
Swearing in of Councilmember Arlene Beckles

City of Norcross

Oath of Office

Councilmember Arlene Beckles

“I, **Arlene Beckles**, do solemnly swear (or affirm) that I will faithfully perform the duties of Councilmember of the City of Norcross, Georgia, and that I will support and defend the Charter and Code thereof as well as the Constitution and laws of the State of Georgia and of the United States of America.”

“I, **Arlene Beckles**, swear (or affirm) that I am not incumbent in any office of trust under the government of the United States, any other state, or any foreign state which by the laws of the State of Georgia, I am prohibited from holding and should I seek such, my resignation from office shall be instant;”

I, further swear (or affirm) that I am not the holder of any unaccounted for public money due this or any other State or political subdivision or authority thereof;”

I, further swear (or affirm) I am qualified to hold the office for which I have been elected, and for so long as I am serving as a Councilmember of the City of Norcross, Georgia, I do solemnly swear (or affirm) that I will faithfully perform and discharge the duties of my elected office, conscientiously and without malice or partiality, to the best of my ability;”

So Help Me God.

January 4, 2021

Chief Magistrate Judge Kenneth Wickham

Attest: Monique Lang, City Clerk



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-5988	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Inauguration of Councilmember Josh Bare		

Sponsors:

Code Sections:

Attachments:

1. [Oath of Office - Bare 2021](#)

Title

Inauguration of Councilmember Josh Bare

City of Norcross

Oath of Office

Councilmember Josh Bare

“I, **Josh Bare**, do solemnly swear (or affirm) that I will faithfully perform the duties of Councilmember of the City of Norcross, Georgia, and that I will support and defend the Charter and Code thereof as well as the Constitution and laws of the State of Georgia and of the United States of America.”

“I, **Josh Bare**, swear (or affirm) that I am not incumbent in any office of trust under the government of the United States, any other state, or any foreign state which by the laws of the State of Georgia, I am prohibited from holding and should I seek such, my resignation from office shall be instant;”

I, further swear (or affirm) that I am not the holder of any unaccounted for public money due this or any other State or political subdivision or authority thereof;”

I, further swear (or affirm) I am qualified to hold the office for which I have been elected, and for so long as I am serving as a Councilmember of the City of Norcross, Georgia, I do solemnly swear (or affirm) that I will faithfully perform and discharge the duties of my elected office, conscientiously and without malice or partiality, to the best of my ability;”

So Help Me God.

January 4, 2021

Chief Magistrate Judge Kenneth Wickham

Attest: Monique Lang, City Clerk

Attachment: Oath of Office - Bare 2021 (21-5988 : Inauguration of Councilmember Josh Bare)



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-5990	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Policy Work Session
Title:	Appointment of Mayor Pro Tem for 2021		

Sponsors:

Code Sections:

Title
Appointment of Mayor Pro Tem for 2021

Motion
A motion to Approve/Deny Councilmember Josh Bare as Mayor Pro Tem for 2021.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-5989	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Recognition of Councilmember Elaine Puckett		

Sponsors:

Code Sections:

Attachments:

1. [Proclamation for Councilmember Elaine Puckett](#)

Title
Recognition of Councilmember Elaine Puckett

Drafter
Craig Newton

Proclamation

*The City of Norcross, Georgia
In Appreciation of*

Councilmember Elaine Puckett

WHEREAS, Councilmember Elaine Puckett has faithfully served as a Councilmember for the City of Norcross since 2019; and

WHEREAS, Councilmember Puckett's years of service have been marked by excellent and constructive contributions to the best interests of the community and for the betterment of its economic, cultural, and aesthetic development; and

WHEREAS, Councilmember Puckett has been a committed and dedicated public servant and has worked tirelessly and cooperatively to promote the well-being of the citizens of Norcross; and

WHEREAS, Councilmember Puckett has been involved in numerous initiatives of great importance during her term and has consistently served in her role as Councilmember with fairness, professionalism, integrity, humility, and compassion; and

WHEREAS, Councilmember Puckett has earned the respect, admiration, and high regard of her fellow public servants and the residents of Norcross.

NOW, THEREFORE, I, Mayor Craig Newton, on behalf of the Mayor & Council and residents of Norcross, do hereby recognize and honor **Councilmember Elaine Puckett** for her dedicated and devoted service to the City of Norcross and express our appreciation for her many contributions.

Craig Newton, Mayor

Attest: Monique Lang, City Clerk



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-5985	Version:	
Type #:	Agenda Item	Status:	
On Agenda:	1/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Important Announcements and Updates Regarding COVID-19		

Sponsors:

Code Sections:

Title
Important Announcements and Updates Regarding COVID-19

Drafter
Dr. Arona



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-5991	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Architectural Review Board		

Sponsors:

Code Sections:

Title
Board Appointment - Architectural Review Board

Motion
A motion to Approve/Deny the appointment of the following board member and term as presented:

Architectural Review Board

Linda Emde **1/4/2024**



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-5992	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Discovery Garden Park Board		

Sponsors:

Code Sections:

Title
Board Appointment - Discovery Garden Park Board

Motion

A motion to Approve/Deny the appointment or reappointment of the following board members and terms as presented:

Discovery Garden Park Board

Barbara Kohlhausen	1/4/2023
Rodger Harris	1/4/2023
John Herron	1/4/2023



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-5993	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Historic Preservation Commission		

Sponsors:

Code Sections:

Title
Board Appointment - Historic Preservation Commission

Motion
A motion to Approve/Deny the reappointment of the following board members and terms as presented:

Historic Preservation Commission

Gene Ramsey	1/4/2024
Ashley Baumann	1/4/2024



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-5994	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Sustainable Norcross Commission		

Sponsors:

Code Sections:

Title
Board Appointment - Sustainable Norcross Commission

Motion

A motion to Approve/Deny the appointment or reappointment of the following board members and terms as presented:

Sustainable Norcross Commission

Linda Demaris	1/4/2023
Bob Evely	1/4/2023
Susan Bell	1/4/2023



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5965	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Policy Work Session
Title:	Renewal Contract with the City of Norcross and Motorola		

Sponsors:

Code Sections:

Attachments:

1. [City of Norcross SUA](#)

Title

Renewal Contract with the City of Norcross and Motorola

Drafter

Bill Grogan

Motion

A motion to Approve/Deny a renewal contract with the City of Norcross and Motorola Solutions, Inc as presented.

SUA II and Maintenance Agreement

Motorola Solutions, Inc. ("Motorola") and Norcross Police Dept., City of, GA ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System Upgrade Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows.

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency among Exhibits A and C will be resolved in their listed order.

Exhibit A	Motorola Software License Agreement
Exhibit B	Motorola's Proposal dated October 28, 2020
Exhibit C	Software Upgrade Agreement (SUA) Statement of Work

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

2.2. "Effective Date" means that date upon which the last Party executes this Agreement.

2.3. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.4. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.5. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.6. "Non-Motorola Software" means Software that another party owns.

2.7. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.8. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment, and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.9. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

2.10 “Software” means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

Section 4 SCOPE OF SERVICES AND TERM

4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement and Exhibit B. At Customer’s request, Motorola may also provide additional services at Motorola’s then-applicable rates for the services. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance. The Customer will not be issuing a Purchase Order (PO) or any other Notice to Proceed (NTP) for the entirety of this contract. Customer plans to appropriate according to the Exhibit C Payment Schedule and payments can be processed solely against this Agreement.

4.2. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or Services to be provided by Motorola, if the substitute meets or exceeds the specifications described in Exhibit B, and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

4.3 MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.4. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor’s rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

4.5. INTRINSICALLY SAFE EQUIPMENT. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues with successive one-year terms for a period of ten (10) years. Each year of the Term will renew annually and automatically unless cancelled by Customer by providing ninety (90) days notice. or as may otherwise be terminated in accordance with other provisions in this Agreement, consistent with Georgia law.

Section 5 EXCLUDED SERVICES

Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or

software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multi-coupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium. The SUA II Statement of Work also includes various exclusions and limitations on the services.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

7.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$318,396.87. The Contract Price includes the Equipment, Software and Services provided under this Agreement, excluding applicable sales or similar taxes and freight charges. Motorola has priced the Equipment, Software, and Services as defined in the Exhibits. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics for the Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>), all items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment.

7.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

7.3 **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to Software will not pass to Customer at any time.

Section 8 WARRANTY

SERVICE WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS

ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DEFAULT/TERMINATION

9.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

9.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

9.3. **UNEARNED DISCOUNTS.** If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the 8% discount applied to the last three (3) years of System Upgrade payments for the original Term.

9.4. The SUA annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two-year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two-year cycle if a major system release has been implemented before the point of termination.

9.5. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed up to the date of termination.

Section 10 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or Services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 11 EXCLUSIVE TERMS AND CONDITIONS

11.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

11.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 12 CONFIDENTIALITY

12.1 Confidentiality Obligation. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement and for a period of three (3) years from the date of expiration or termination of this Agreement, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

12.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

12.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

12.4. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

Section 13 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

15.1 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

15.2 NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

15.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

15.4 LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

15.5 CONFIDENTIALITY. All communications pursuant to subsections 14.2 and 14.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution

procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 16 GENERAL

16.1 **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2 **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return

receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Judy Jean-Pierre, Sr. Counsel
Legal, Government Affairs & Corporate Communications
500 West Monroe Street
Chicago, IL 60661

Norcross Police Dept., City of
Attn: City of Norcross Police Dept
65 Lawrenceville Street
Norcross, GA 30071

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations or those of any other federal, state, or local government agency, required for the installation, maintenance, or operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11 MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

16.12 FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

16.13 SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.2 (Disclaimer of Implied Warranties); Section 10 (Limitation of Liability); and Section 12 (Confidentiality); Section 13 (Preservation of Motorola Proprietary Right; Section 15 (Disputes); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

City of Norcross

By: 

By: _____

Name: Philip Landgrebe

Name: _____

Title: Area Sales Manager

Title: _____

Date: November 2, 2020

Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and City of Norcross ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms

and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Customer Programming Software ("CPS"), Licensee must purchase a separate license for each location at which Licensee uses CPS. Licensee's use of CPS at a licensed location does not entitle Licensee to use or access CPS remotely. Licensee may make one copy of CPS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use CPS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products

to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Georgia. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

Motorola's Proposal dated October 28, 2020

7.15 END OF SUPPORT 10/01/21

NORCROSS PD	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
SUA	\$91,814.89	\$22,284.96	\$22,711.32	\$23,150.46	\$23,602.78	\$24,068.67	\$26,475.54	\$27,269.81	\$28,087.90	\$28,930.5

Attachment: City of Norcross SUA (20-5965 : Renewal Contract with the City of Norcross and Motorola)

**EXHIBIT C
STATEMENT OF WORK
ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)**

Description of Service and Obligations

As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Additionally, if purchased, the Security Update Service (SUS) coverage is defined in Appendix C.

The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 SUA II, the ASTRO 25 system must be at system release 7.7 or later.

ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab. The price quoted for the SUAII requires the Customer to chose a system upgrade from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.

ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.

Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this SUA II.

ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.

The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :

Servers
PC Workstations
Routers
LAN Switches

The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

GTR 8000 Base Stations
GCP 8000 Site Controllers
GCM 8000 Comparators
MCC 7500 Console Operator Positions
STR 3000 Base Stations
Quantar Base Stations
Centracom Gold Elite Console Operator Interface Electronics
Centracom Gold Elite Central Electronics Banks
Ambassador Electronics Banks
Motorola Gold Elite Gateways
ASTROTAC Comparators
PSC 9600 Site Controllers
PBX Switches for Telephone Interconnect
NFM/NFM XC/MOSCAD RTU

The ASTRO 25 SUA II does not cover all products. Refer to section 2.0 for exclusions and limitations. Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system upgrade are not included.

As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

Review infrastructure system audit data as needed.

Identify additional system equipment needed to implement a system release, if applicable.

Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

Advise Customer of probable impact to system users during the actual field upgrade implementation.

Program management support required to perform the system upgrade.

Field installation labor required to perform the system upgrade.

Upgrade operations engineering labor required to perform the system upgrade.

ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

Upgrade Elements and Corresponding Party Responsibilities

Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

Motorola responsibilities

Obtain and review infrastructure system audit data as needed.

Identify additional system equipment needed to implement a system release, if applicable.
 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 Inform Customer of high speed internet connection requirements.
 Assign program management support required to perform the system upgrade.
 Assign field installation labor required to perform the system upgrade.
 Assign upgrade operations engineering labor required to perform the system upgrade.
 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

Customer responsibilities

Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix D. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
 Assist in site walks of the system during the system audit when necessary.
 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
 Provide or purchase labor to implement optional system release features or system expansions.
 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

Motorola responsibilities

Perform appropriate system backups.
 Work with the Customer to validate that all system maintenance is current.
 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.

Customer responsibilities

Validate system maintenance is current.
 Validate that all available patches and antivirus updates to their system have been completed.

System Upgrade

Motorola responsibilities

Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

Customer responsibilities

Inform system users of software upgrade plans and scheduled system downtime.
 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

Upgrade Completion

Motorola responsibilities

Validate all system upgrade deliverables are complete as contractually required.

Deliver post upgrade implementation training to the customer as needed, up to once per system.

Obtain upgrade completion sign off from the customer.

Customer Responsibilities

Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

Provide Motorola with upgrade completion sign off.

Exclusions and Limitations

The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

MCC5500 Dispatch Consoles

MIP5000 Dispatch Consoles

Plant/E911 Systems

MOTOBIDGE Solutions

ARC 4000 Systems

Motorola Public Sector Applications Software ("PSA")

Custom SW, CAD, Records Management Software

Data Radio Devices

Mobile computing devices such as Laptops

Non-Motorola two-way radio subscriber products

Genesis Products

Point-to-point products such as microwave terminals and association multiplex equipment

ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).

Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

Special provisions

Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the

ASTRO 25 SUA II.

Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

Appendix A – ASTRO 25 System Release Upgrade Paths

Release Date	Platform Release	Available Upgrade Paths	
Oct-05	R7.0	N/A	
Jun-06	R7.1	N/A	
Dec-06	R7.2	7.7	
Mar-07	R7.1.1	N/A	
Dec-07	R7.4	7.7	
Jun-08	R7.5	7.7	
Dec-08	R7.6	7.7	
Jun-09	R7.7	7.9	7.11
Jan-10	R7.8	7.9	
Dec-10	R7.9	7.11	7.13
Aug-11	R7.11	7.13	7.14
Mar-12	R7.12	N/A	
Nov-12	R7.13	7.14	7.15 (planned)
Nov-13	R7.14	7.15 (planned)	7.16 (planned)
Nov-14	R7.15 (planned)	7.16 (planned)	7.17 (planned)

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date.. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Core	
Master Site Configuration	0
Zones in Operation (Including DSR and Dark Master Sites)	0
Zone Features: IV&D, TDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR	0
RF System	
Voice RF Sites & RF Simulcast Sites (including Prime Sites)	0
Repeaters/Stations (FDMA)	0
Repeaters/Stations (TDMA)	0
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	1
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	2
Conventional Channel Gateways (CCGW)	1
Conventional Site Controllers (GCP 8000 Controller)	0
Logging System	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	0
MOSCAD NFM Systems	0
MOSCAD NFM RTUs	0
MOSCAD NFM Clients	0
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Fire Station Alerting (FSA)	
Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)	
Workstations - High Performance	0
Workstations - Mid Performance	0
Servers - High Performance	0
Servers - Mid Performance	0
LAN Switch - High Performance	0
LAN Switch - Mid Performance	0
Routers	0

Appendix C – Security Update Service (SUS) Statement of Work

Please edit this section based on how SUS is proposed or sold to your customer:

If SUS was not bundled with the SUA please include the following statement:

The customer has chosen not to receive Security Update Service (SUS) coverage.

If SUS is being proposed or sold please insert the current SUS Statement of Work in this section.

Appendix D – High-Speed Connectivity Specifications

Connectivity Requirements

The minimum supported link between the core and the zone is a full T1

Any link must realize or a sustained transfer rate of 175 kbps / 1.4 Mbps or better, bidirectional

Interzone links must be fully operational when present

Link reliability must satisfy these minimum QoS levels:

Port availability must meet or exceed 99.9% (three nines)

Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links o Packet loss shall be no greater than 0.3%

Network jitter shall be no greater than 2 ms

The network requirements above are based on the SLA provided for Sprint Dedicated IP Services as of April, 2012. It is possible other vendors may not be able to meet this exact SLA, so these cases must be examined on a case-by-case basis.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5929	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Policy Work Session
Title:	City Website Improvements		

Sponsors:

Code Sections:

Attachments:

1. [Policy Meeting Memorandum](#)
2. [CivicReady SOW - Rev.](#)
3. [Norcross Policy Meeting Website Presentation December 2020](#)

Title
City Website Improvements

Drafter
Pam Ledbetter

Motion
A motion to Approve/Deny a website add-on, CivicReady, to improve the city's mass notifications system at a proposed cost of \$4,427.89 annually, funded through the IT Department Budget.

Policy Meeting Memorandum

To: Mayor and Council
 From: Pam Ledbetter, Communications Dept
 Date: Monday, December 14, 2020

Project
 City Mass Notifications System Improvements

Summary

Recommendation to improve the city's mass notifications system through website add-on, CivicReady at a cost of \$4,427.89 annually.

Details

The city is currently undergoing a complimentary website redesign with our contracted vendor, CivicPlus. We'd like to take this opportunity to also upgrade to a more robust Mass Communication System, CivicReady. We have received much feedback in recent months that our communications during critical events (like COVID-19, power outages, etc.) do not meet resident expectations. There is much confusion about how to subscribe, what to sign up for, which alerts send which information, and, on the staff side, who is responsible for which alerts. When we have a notice to send out, we have the following communications outlets that could be posted to (and we have to enter each notice separately): City Website Newsflashes (with multiple categories per topic), City Website Emergency alerts (this is the alert bar at the top of the website), other city website notifications (like calendar, jobs, bids, etc.), Police Nixle, City Official Facebook, Police Facebook (and Twitter), Norcross Economic Development Facebook, NextDoor, Constant Contact (City email lists and Economic Development list), city siren/intercom system, and more (i.e. newsletters, reader boards, etc.) This current system is overwhelming for both staff and residents, and we believe CivicReady is the right solution to meet our need for clear, efficient communications between the city and our ever-growing population.

What CivicReady offers us:

- It is a true mass notification system
- Since it is developed by CivicPlus, it integrates seamlessly with our current product.
- We can send a single message to all platforms with the click of a button!
- Messages can be received via:
 - o Web, email, SMS text, voice call, social media, RSS feeds, desktop alerts, MOBILE APP!, PA system, LED/LCD signs, alert beacons, fire alarms, pagers, cable TV and search engines.
 - o We only have to type message once!
- The platform is multilingual: Subscribers can select to receive text, emails and voice calls in their preferred language. No extra steps required from us.

- It has geo-targeting; we can customize alerts to specific geographic regions (which is useful for neighborhood specific road closures).
- The platform's Social Media Integration allows us to blast our message all at once from the CivicReady platform to our multiple Facebook and Twitter pages (city, police, ED, etc pages)
- Voice calls use local caller ID so residents can redial number to rehear message.
- We can import contacts from existing databases.
- We can do a force opt-in for emergency messages, if deemed appropriate/necessary.
- There is a text-to-join ability.
- We can create groups for easier management.
- We can establish unlimited admins, unlimited users, unlimited usage.
- There's an AlertMe mobile app for residents
 - o Sign-up to receive notifications
 - o Set notification preferences
 - o Manage group memberships
 - o See all the latest sent posts
 - o Manage profile and contact information
 - o Enable locations services to receive Geofence messages
 - o See regional messages near current location and alerts from set home location
- There's also an AlertManager app for administrators
 - o Send messages and view comments/replies
- Staff training is included in the proposal

Attachments

- Norcross Policy Meeting Website Presentation December 2020
- CivicReady SOW – Rev (Quote)

Staff Recommendation

- Accept proposal by CivicReady in the amount of \$4,427.89 annually.
- Pull funds from IT Department Budget (currently a Nixle line item at \$1555)?


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-11163-1

Date:

8/17/2020 1:29 PM

Expires On:

12/31/2020

Product:

CivicReady

Client:

Norcross GA - CivicReady

Bill To:

Norcross GA - CivicReady

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Beth Farino	785-477-4980	farino@civicplus.com		Net 30

CivicReady - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicReady Mass Notification Annual Fee	CivicReady Mass Notification Annual Fee	Renewable
1.00	CivicReady Premium Implementation	Premium Implementation incl. up to 15 Groups Configured, 5 Custom Templates, Residential Database Yearly Refresh, 4 Hrs of Network Admin Training, 2 Hrs of Group Admin Training, Custom Portal Page and Embeds and 10,000 Client Provided Records upload	One-time
1.00	CivicReady Virtual Group Admin Training	CivicReady Virtual Group Admin Training	One-time
1.00	CivicReady Virtual Network Admin Training	CivicReady Virtual Network Admin Training	One-time
1.00	CivicReady Verified Residential Database Annual Fee	CivicReady Verified Residential Database Annual Fee	Renewable

List Price - Year 1 Total	USD 5,582.89
Total Investment - Year 1	USD 4,427.89
Annual Recurring Services – Year 2	USD 4,427.89

Total Days of Quote:365

Term & Payment

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicReady Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 3% annual increase beginning in the third year of service.

CivicReady Functionality

5. CivicReady provides the ability for Client to generate high-speed notifications to listed databases through an internet-hosted software application (the "Services"). Client's database(s) shall be limited to containing contact data located within the geographic boundaries of Norcross GA - CivicReady. Client may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America.

CivicReady Appropriate Use of Service

6. Client agrees to use Service in ways that conform to all applicable laws and regulations. Client agrees not to make any attempt to gain unauthorized access to the Services or any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access the Service, or otherwise delivered by Service on behalf of Client.

7. Client shall be responsible for compliance with all applicable laws regarding outbound telemarketing including the CAN-SPAM ACT, State and Local telemarketing laws and requirements. Client will be solely responsible and liable for any such violations.

CivicReady Security and Confidentiality

8. CivicPlus will use commercially reasonable practices and standards to secure and encrypt data transmissions. Client understands that CivicPlus is providing Service on the World Wide Web through an upstream third party Internet Service Provider, using public utility services which may not be secure.

Client agrees that CivicPlus shall not be liable to Client in the event of any interruption of service or lack of presence on the Internet as a result of disruption by the third party Internet Service Provider or public utility. Client agrees that CivicPlus cannot guarantee the integrity of Client supplied or user supplied data. Any errors, duplications, or inaccuracies related to the Client or user supplied data will be the responsibility of the Client.

9. CivicPlus acknowledges the confidential nature of Client and user supplied data and agrees to prevent the disclosure to the public or to anyone not employed by CivicPlus, any confidential data. Data collected by CivicPlus will remain secured and will only be released upon mutual agreement by both parties or a court order. Client agrees that private citizens may voluntarily contribute their contact information to be used in Service, and CivicPlus shall maintain a database of such information.

Account Information and Privacy

10. CivicPlus does not own any data, information or material that Client submit to the Service in the course of using the Service ("Client Data"). Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.

Representations & Warranties

11. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
12. CivicPlus will use commercially reasonable efforts to maintain continuous access but will not be responsible for events beyond its control.
13. Client represents and warrants that Client has not provided any false information to gain access to the Service and that Client's billing information is correct.

Disclaimer of Warranties and Limitation of Liability

14. Client understands that CivicPlus cannot and does not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. Client is responsible for implementing sufficient procedures and checkpoints to satisfy Client's particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. CIVICPLUS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT CLIENT'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO CLIENT'S USE OF THE SERVICES OR TO CLIENT'S DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

15. CLIENT'S USE OF THE SERVICES IS AT CLIENT'S OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CIVICPLUS NOR ANY PERSON ASSOCIATED WITH CIVICPLUS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER CIVICPLUS NOR ANYONE ASSOCIATED WITH CIVICPLUS REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OTHERWISE MEET CLIENT'S NEEDS OR EXPECTATIONS. CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CIVICPLUS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS OR SUPPLIERS BE LIABLE (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RELATED TO OR ARISING FROM CLIENT'S USE, MISUSE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST DATA, LOST PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE RESULTING FROM CLIENT'S USE OF THE SERVICES, UNAUTHORIZED ACCESS TO OUR SERVERS, SERVER UNAVAILABILITY AND ANY PERSONAL INFORMATION STORED THEREIN, ANY DELAYS OR INTERRUPTIONS DUE TO ELECTRONIC OR MECHANICAL EQUIPMENT FAILURES, DENIAL OF SERVICE ATTACKS, DATA PROCESSING FAILURES, TELECOMMUNICATIONS OR INTERNET PROBLEMS OR UTILITY FAILURES, HOWEVER CAUSED UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED, TO CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE AND WHETHER OR NOT CIVICPLUS WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (II) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICES OR DESTRUCTIVE PROPERTIES OF THE SERVICE. IN NO EVENT SHALL CIVICPLUS'S AGGREGATE LIABILITY UNDER THESE TERMS OF USE EXCEED THE TOTAL SUM OF MONIES PAID FROM CLIENT TO CIVICPLUS AS CONSIDERATION FOR USE OF THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Internet Delays

17. CIVICPLUS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CIVICPLUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Signature Page to Follow.

Attachment: CivicReady SOW - Rev. (20-5929 : City Website Improvements)

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization		URL
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #		Sales Tax Exempt #
Billing Terms		Account Rep
Info Required on Invoice (PO or Job #)		
Are you utilizing any external funding for your project (ex. FEMA, CARES):		
		Y [] or N []
Please list all external sources:		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax

Attachment: CivicReady SOW - Rev. (20-5929 : City Website Improvements)



DEPARTMENT OF COMMUNICATIONS

December 21, 2020



TODAY'S TOPIC: MASS NOTIFICATION SYSTEM

The city is currently undergoing a complimentary website redesign with our contracted vendor, CivicPlus. We'd like to take this opportunity to also upgrade to a more robust Mass Communication System, **CivicReady**. We have received much feedback in recent months that our communications during critical events (like COVID-19, power outages, etc.) do not meet resident expectations. There is much confusion about how to subscribe, what to sign up for, which alerts send which information, and, on the staff side, who is responsible for which alerts. Our current system is overwhelming for both staff and residents, and we believe CivicReady is the right solution to meet our need for clear, efficient communications between the city and our ever-growing population.



CIVICREADY: MASS NOTIFICATION SYSTEM

- This has been a year for emergency communications: COVID-19, riots, mass power outages...
- 2020 has proven we need a more efficient and streamlined method of reaching residents, for both ends of the line.
- We believe CivicReady is the answer—it seamlessly integrates with our current website, but allows us to elevate our mass notification system.
- We can send a single message to all platforms with the click of a button!
- Messages can be received via:
 - Web, email, SMS text, voice call, social media, RSS feeds, desktop alerts, MOBILE APP!, PA system, LED/LCD signs, alert beacons, fire alarms, pagers, cable TV and search engines.
 - We only have to type message once!
- Multilingual: Subscribers can select to receive text, emails and voice calls in their preferred language. No extra steps required from us.
- Geo-targeting: Customize alerts to specific geographic region (useful for neighborhood specific road closures)

Continued >

CIVICREADY: MASS NOTIFICATION SYSTEM *(Cont'd)*

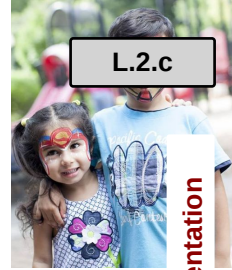
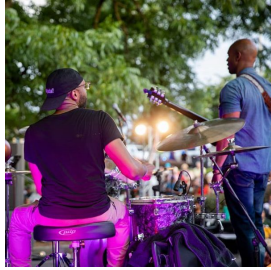
- Social Media Integration: integrates with multiple Facebook and Twitter pages so we can post to city, police, ED, etc pages all at once from the CivicReady platform
- Voice calls use local caller ID so residents can redial number to rehear message.
- Import contacts from existing databases
- Can force opt-in for **emergency** messages
- Text-to-join ability
- Create groups for easier management
- Unlimited admins, unlimited users, unlimited usage
- AlertMe mobile app for residents
 - Sign-up to receive notifications
 - Set notification preferences
 - Manage group memberships
 - See all the latest sent posts
 - Manage profile and contact information
 - Enable locations services to receive Geofence messages
 - See regional messages near current location and alerts from set home location
- AlertManager app for administrators
 - Send messages and view comments/replies
- Staff training included

QUOTE: CIVICREADY

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicReady Mass Notification Annual Fee	CivicReady Mass Notification Annual Fee	Renewable
1.00	CivicReady Premium Implementation	Premium Implementation incl. up to 15 Groups Configured, 5 Custom Templates, Residential Database Yearly Refresh, 4 Hrs of Network Admin Training, 2 Hrs of Group Admin Training, Custom Portal Page and Embeds and 10,000 Client Provided Records upload	One-time
1.00	CivicReady Virtual Group Admin Training	CivicReady Virtual Group Admin Training	One-time
1.00	CivicReady Virtual Network Admin Training	CivicReady Virtual Network Admin Training	One-time
1.00	CivicReady Verified Residential Database Annual Fee	CivicReady Verified Residential Database Annual Fee	Renewable

List Price - Year 1 Total	USD 5,582.89
Total Investment - Year 1	USD 4,427.89
Annual Recurring Services – Year 2	USD 4,427.89

Total Days of Quote:365



L.2.c

ANY QUESTIONS?



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
 COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5966	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Policy Work Session
Title:	FY20 End of Year Budget Amendments		

Sponsors:

Code Sections:

Attachments:

1. [Budget Amendments](#)

Title
FY20 End of Year Budget Amendments

Drafter
Karen Slaton-Dixon

Motion
A motion to Approve/Deny budget amendments to the General Fund and several Special Funds as presented.

City of Norcross
Proposed Budget Adjustments
8/31/2020

Acct Desc	Budget Adjustment	
	Original Budget	Current Budget
	12,808,581.00	13,151,782.00
	Approved Amendments	
		Difference
		343,201.00
		-23,422.00
		319,779.00
100-General Fund		
100-1535 Information Technologies	129,779.00	<i>Software/Lic & Dell Lease</i>
100-4100 Public Works	190,000.00	<i>COVID-19 Expenditures</i>
210-SP Investigation Fund		
Forfeiture Awarded 35.2000	2,500.00	<i>Use of Funds collected</i>
Transfer Out		2,500.00
213-Federal Seized Fund		
Fund Balance	27,100.00	<i>Use of Fund Balance</i>
Vehicles 54.2200		27,100.00
230-Downtown Development Auth		
Property Sale 39.2200	41,800.00	<i>Use of Funds collected</i>
Fund Balance	6,398,252.00	
Building and Improvements 54.1300	6,042,961.00	<i>Parking Deck Payout</i>
Debt Services 58.2000	397,091.00	
350-2017 SPLOST FUND		
Fund Balance	(1,274,241.00)	<i>Use of Fund Balance to balance current year budget</i>
Revenue Bond - Principal & Interest		1,274,241.00 <i>Debt Payments for the Revenue Bonds</i>
	(1,274,241.00)	1,274,241.00
360-Revenue Bond Fund		
Fund Balance	(2,828,089.00)	<i>Adoption of budget for the Revenue Bond Fund for the current year budget</i>
Infrastructure	2,828,089.00	<i>(Library/Pinnacle Park/Greenway/Debt Services)</i>
	(2,828,089.00)	2,828,089.00



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5967	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Policy Work Session
Title:	FY21 Appropriation of CARES Act Funds		

Sponsors:

Code Sections:

Attachments:

1. [FY21 Appropriation](#)

Title

FY21 Appropriation of CARES Act Funds

Drafter

Karen Slaton-Dixon

Motion

A motion to Approve/Deny a request to have funds received under the CARES Act set aside for special projects.

Date Submitted: 12/11/2020

2020-2021 APPROPRIATION									
Department Transfer From	Fund	Line Item #	Line item Description	Amount Transferred	Amount Transferred	To Fund	Line Item #	Line item Description	
GENERAL FUND	100	38.9500	Budgeted Fund Balance	\$ (1,979,370.00)	1,979,370.00	100	12.2510	Deferred Projects	To appropriate CARES Funds for future projects
GENERAL FUND	100	38.9500		\$ (200,722.00)	200,722.00	100	5.4100.531102	General Supplies-COVID 19	CARES Act Supplies
Total				\$ (2,180,092.00)	\$ 2,180,092.00				

Date Approved: _____



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5933	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Policy Work Session
Title:	Text Amendment to Sec. 2-153 Norcross Development Authority		

Sponsors:

Code Sections:

Attachments:

1. [ORD xx-2020 Amendment to Sec 2-153](#)

Title

Text Amendment to Sec. 2-153 Norcross Development Authority

Drafter

William Corbin

Motion

A motion to Approve/Deny a text amendment to amend Sec. 2-153 allowing staff to correct scrivener's errors within the attached ordinance administratively.

ORDINANCE NO. ____ - 2020

An Amendment to Article V of Chapter 2 of the City Code of Ordinances to amend Section 2-153 to activate the Norcross Development Authority and to function in conformity with O.C.G.A. § 36-62-1 *et seq.*, the Development Authorities Law, and for the purposes set forth therein, including but not limited to serving and providing investment capital to Low Income Communities or Low Income Persons as those terms are defined in the law and regulations of the Economic Development Administration, HUD, New Markets Tax Credit Program and other federal government programs, , and for Other Purposes as Stated Herein:

WHEREAS, on June 1, 2020, the Mayor and Council of the City of Norcross formerly resolved to reactivate the Norcross Development Authority **by resolution**, subsequent to the approval of said resolution to enact an ordinance to establish the number of members of said authority at seven (7), to establish the qualifications of the members of the board of the Norcross Development Authority, as well as their terms, and for other purposes incidental to the operation and organization of the Norcross Development Authority; and

WHEREAS, on September 8, 2020, the Mayor and Council of the City of Norcross voted to amend Article V of Chapter 2 of the Code of Ordinances of the City of Norcross entitled “Boards, Commissions and Authorities.” to add a new Section 2-153 to activate the Norcross Development Authority, establishing the number of members of said authority at seven (7), to establish the qualifications of the members of the board of the Norcross Development Authority, as well as their terms, and for other purposes incidental to the operation and organization of the Norcross Development Authority; and

WHEREAS, the Mayor and Council of the City of Norcross have not yet appointed any members to the Norcross Development Authority as of the date of this amendment to Section 2-153 of the Code of Ordinances of the City of Norcross; and

WHEREAS, the Mayor and Council of the City of Norcross find that it is in the best interest of the City of Norcross to amend Section 2-153 to amend Section 2-153 (d)(1) to correct a scrivener’s error;

NOW THEREFORE, the Mayor and Council hereby amend Article V of Chapter 2 of the Code of Ordinances of the City of Norcross to amend Section 2-153, subsection (d)(1) as set forth above and as more particularly set forth below.

ENACTING CLAUSE. The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances, is hereby amended as more particularly set forth

below. It is the intention of the Mayor and City Council, and it is hereby ordained that the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be renumbered to accomplish that intention.

I. Amendment.

Article V of Chapter 2, entitled “Boards, Commissions and Authorities” of the Code of Ordinances for the City of Norcross, Section 2-153 subsection (d)(1) as follows:

By deleting Section 2-153, subsection (d)(1) in its entirety and substituting the following in lieu thereof”

“Sec. 2-153. Norcross Development Authority.

....

- (a) **Finding of Need and Creation.** There is hereby determined and declared to be a present and future need for a Development Authority to function in the City which shall henceforth be named the Norcross Development Authority and the same shall be and function in conformity with O.C.G.A. § 36-62-1 *et seq.*, the Development Authorities Law.
- (b) **Purpose.** The Authority is created for nonprofit and public purposes as set forth in O.C.G.A. § 36-62-1 *et seq.*, including but not limited to serving and providing investment capital to Low Income Communities or Low Income Persons as those terms are defined in the law and regulations of the Economic Development Administration, HUD, New Markets Tax Credit Program and other federal government programs.
- (c) **Qualifications of Members of the Board of Directors.** The Authority shall consist of a board of directors having seven (7) members. Experience in affordable housing, commercial lending, banking and real estate is desirable but not required. All directors shall be appointed by the Mayor and City Council by resolution as follows:
 - (1) All members shall be taxpayers residing in the municipal corporation for which the authority is created; and
 - (2) One member who is a member of the governing authority of the City of Norcross (i.e., either the Mayor or a City Councilmember).
- (d) **Terms of Office.**
 - (1) The terms of all initial directors appointed pursuant to subsection (c) shall be four years.
 - (2) At the expiration of the current terms of office of the first four members of the board of directors appointed, the Mayor and City Council shall appoint successors to such members by resolution to serve for initial terms of two years and shall appoint successors to the

remaining members of the board for initial terms of four years. Thereafter, the terms of all directors shall be for four years.

- (3) The term of any member of the board of directors who is also a member of the governing authority of the City of Norcross shall end when such member is no longer the Mayor or a member of the City Council of the City of Norcross. The unexpired term of the member who was a member of governing authority shall be appointed from the currently elected members of the governing authority of the City of Norcross.
- (4) If, at the end of any term of office of any member of the board of directors, a successor thereto has not been appointed, the member whose term of office has expired shall continue to hold office until his successor is appointed.
- (e) **Quorum.** A majority of the directors shall constitute a quorum, but no action may be taken by the board without the affirmative vote of a majority of the full membership of the board.
- (f) **Election of Officers.** The Board of Directors shall elect one of their members as chairman and another as vice-chairman and shall also elect a secretary-treasurer, whom may be either a member of the board of directors or a City employee designated by the City Manager as administrative staff.
- (g) **Compensation.** Members of the Directors shall not receive a salary, but they may be reimbursed for their expenses.
- (h) **Powers.** The Board of Directors shall organize itself, carry out its duties and responsibilities and exercise its powers and prerogatives in accordance with the terms and provisions of the Development Authorities Law (O.C.G.A. § 36-62-1 et seq.) as it now exists and as it might hereafter be amended or modified.
- (i) **Bylaws.** Board of Directors may make bylaws and regulations for its governance and may delegate to one or more of its officers, agents, and employees such powers and duties as may be deemed necessary and proper as provided in O.C.G.A. § 36-62-5(d).
- (j) **Standing Committees.** Two (2) standing committees, the Executive Committee of the Norcross Development Authority and the Loan Administration Committee of the Norcross Development Authority are hereby created with the limitations on their authority set forth below:
 - (1) **Executive Committee.** The chairman, vice-chairman and secretary-treasurer shall form the Executive Committee of the Authority. The members of the Executive Committee shall meet the same organizational and representational requirements of the Board of Directors.
 - a. The Executive Committee shall be empowered solely to make recommendations to the full Board of Directors. The delegation of

authority to the Executive Committee shall not relieve the Board of Directors of its responsibilities.

- b. The Executive Committee shall not have the authority to cause the Treasurer to disburse funds for (1) any single capital or operating expenditure exceeding two thousand dollars (\$2,000.00) which is not provided for in any capital or operating budget or (2) any series of capital or operating expenditures exceeding fifty thousand dollars (\$50,000.00) in a calendar year which are not provided for in any capital or operating budget.

(2) **Loan Administration Committee.** The Board shall nominate three (3) of its members as its Loan Administration Committee, including the Chairman and one member with commercial lending experience.

- a. The Loan Administration Committee shall be empowered solely to make recommendations to the full Board of Directors concerning the approval, default or modification of a loan, or other final action concerning a loan and said committee shall in no way diminish the power of the Board of Directors to make such decisions.
- b. For any loan programs administered by the Norcross Development Authority, the Loan Administration Committee's maximum approval authority is \$50,000.00.
- c. The Loan Administration Committee's credit approval is limited to \$2,000,000. For loans of \$1 to \$2,000,000 the Loan Administration Committee actions must be ratified by the Board of the Executive Committee prior to debenture closing.

(k) **Staff Liaison.** The City Manager shall designate one or more City employees to serve as a liaison between the City and the Norcross Development Authority. The duties of Staff Liaison include, but are not limited to, the following functions:

- (1) Attend Norcross Development Authority board meetings;
- (2) Communicate with the City Manager, Mayor and City Council members regarding the status of projects and other relevant Norcross Development Authority activities; and
- (3) Serve as a resource for the Norcross Development Authority regarding potential and ongoing projects that the board chooses to undertake.

(l) **Attorney for the Authority.** The Mayor and Council do hereby appoint the person who holds the office of City Attorney from time to time and/or the person who holds the office of City Clerk from time to time to act as the hearing officer duly empowered to conduct such public hearings as may be necessary regarding matters involving the Norcross Development Authority, and empowers either of them to take such actions as may be

necessary or appropriate in the conduct of such office. The Mayor is authorized to approve the issuance of revenue bonds of the issuer.

- (m) **Advisors to the Authority.** The Mayor and Council may appoint one or more persons as unpaid volunteer advisors to the Authority, who, by virtue of their training and experience may offer suggestions, opinions and advice on particular projects or subject that may be helpful to the Authority. Such Advisors shall not be members of the Board of Directors, shall not be counted as members for the purpose of determining a quorum.
- (n) **Dissolution of the Authority.** The Mayor and Council shall have the power to dissolve the Norcross Development Authority by ordinance, subject to the limitations in O.C.G.A. § 36-62-14.

State law references: Development Authorities Law, O.C.G.A. § 36-62-1 *et seq.*”

II. SEVERABILITY.

In the event that any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjunction shall in manner affect the other sections, sentences, clauses, or phrases of this Ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally part thereof.

III. REPEALER.

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

IV. EFFECTIVE DATE.

This Ordinance shall become effective immediately and shall remain in effect until revised or repealed by further action the Mayor and Council of the City of Norcross.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of _____, 2020.

Craig Newton, Mayor

ATTEST:

Monique Lang, City Clerk



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5968	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Policy Work Session
Title:	On Demand Services		

Sponsors:

Code Sections:

Attachments:

1. [Memo - On Demand Services](#)

Title
On Demand Services

Drafter
Mary Beth Bender

Motion
A motion to Approve/Deny the attached qualified design professionals for the 2021 On Demand Services list.



MARY BETH BENDER, ASSISTANT CITY MANAGER
DIRECTOR OF PUBLIC WORKS, UTILITIES & PARKS

TO: Mayor and City Council

FROM: Mary Beth Bender

DATE: October 22, 2020

SUBJECT: On Demand Services

CC: Eric Johnson, City Manager

Presented By: Mary Beth Bender, Assistant City Manager, Director of PWUP

Project Description

A RFQ was recently issued by Community Development, City Engineer, for an updated On-Demand services provider list of qualified design professionals. The approved professionals will be summoned on an as needed basis for studies and tasks outside the City staff capabilities and for emergency services. The term of service will be three calendar years beginning in January, 2021. The following categories included were:

- Roads, Drainage, and Traffic Engineering
- Landscape Architecture and Site Design
- Surveying
- Geotechnical, Environmental Services and Materials Testing
- Architecture and Structural Engineering
- Planning and Community Development Administration

Staff Recommendation: Staff recommends the attached list of professionals

Funding Source: N/A

Project Cost: N/A

Attachment: Memo - On Demand Services (20-5968 : On Demand Services)



MARY BETH BENDER, ASSISTANT CITY MANAGER
DIRECTOR OF PUBLIC WORKS, UTILITIES & PARKS

Based on the scoring results, the following professionals have been selected:

Roads, Drainage, and Traffic Engineering:

Clark Patterson Lee
 Keck & Wood
 Kimley-Horn
 Qk4

Landscape Architecture & Site Design:

Clark Patterson Lee
 Hussey Gay Bell
 Precision Planning

Surveying:

Accura Engineering
 Precision Planning
 T2 Utility Engineers

Geotechnical, Environmental Services and Materials Testing:

Accura Engineering
 ESC Southeast LLC
 Terracon

Architecture and Structural Engineering:

Clark Patterson Lee
 Hussey Gay Bell
 Precision Planning

Planning & Community Development:

Jacobs

Attachment: Memo - On Demand Services (20-5968 : On Demand Services)



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5969	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Policy Work Session
Title:	Pipe Relining Project PWUP 20-04 Contractor Agreement		

Sponsors:

Code Sections:

Attachments:

1. [Memo - Pipe Relining Project PWUP 20-04](#)
2. [Contractor Agreement - Pipe Relining - PWUP 20-04](#)

Title

Pipe Relining Project PWUP 20-04 Contractor Agreement

Drafter

Mary Beth Bender

Motion

A motion to Approve/Deny the Contractor Agreement attached for IPR Southeast LLC for storm water pipe relining under RFP PWUP 20-04 at a proposed cost of \$224,867.00, funded by the Storm Water Capital Fund.



MARY BETH BENDER, ASSISTANT CITY MANAGER
DIRECTOR
PUBLIC WORKS, UTILITIES & PARKS

TO: Mayor and City Council

FROM: Mary Beth Bender, Assistant City Manager

DATE: November 3, 2020

SUBJECT: Cured-in-Place Storm Water Pipe Relining

CC: Eric Johnson

Presented By: Mary Beth Bender, Assistant City Manager

Project Description

Public Works, Utilities & Parks is seeking approval of the Contractor Agreement attached for IPR Southeast LLC for storm water pipe relining under RFP PWUP 20-04 for the below locations:

- | | |
|------------------------|--------------------------|
| 1. East Glochester Pl. | 5. Chastain Manor Dr. |
| 2. North Peachtree St. | 6. Rails Way |
| 3. Atlantic Blvd. | 7. Hammond Drive |
| 4. Lancelot Drive | 8. South Cemetery Street |

This process will extend the life of the storm water pipes for 50 years. The Public Works, Utilities & Parks Department received the below validated proposals:

COMPANY NAME	BID AMOUNT
IPR Southeast LLC	\$224,867.00
Granite Inliner	\$395,486.00

Staff Recommendation: Move forward with IPR Southeast LLC

Funding Source: Storm Water Capital Fund

Project Cost: \$224,867.00

Contractor Agreement

AGREEMENT BETWEEN IPR SOUTHEAST LLC AND THE CITY OF NORCROSS PROJECT: CURED-IN-PLACE STORMWATER PIPE RELINING PROJECT, PWUP 20-04

Project Description

The Contractor's work for PWUP 20-04 will include Cured-in-Place Stormwater Pipe Relining in the City of Norcross, Gwinnett County, Georgia, for the metal pipes that are in need of repair in the City of Norcross that will extend the life of the storm pipes and culverts in the following vicinities:

East Glochester Pl.	Chastain Manor Dr.
North Peachtree St.	Rails Way
Atlantic Blvd.	Hammond Drive
Lancelot Drive	South Cemetery Street

This AGREEMENT is made this _____ day of _____ in the year two thousand twenty (2020) between **The City of Norcross**, hereinafter the "owner", and IPR Southeast LLC, (hereinafter the "Contractor") for the following Project.

The contractor and owner for the consideration named herein agree as follows:

SCOPE OF WORK:

The Contractor shall be expected to meet with Storm Water staff prior to the commencement of project. This meeting shall serve as an opportunity for both parties to review the specifications and visit the project site.

The project is to be completed in accordance with PWUP 20-04; the project should begin within ten (10) working days after receipt of the notice to proceed. Payment and Performance bonds are due within 10 days of signed contract.

Other Provisions

All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.

To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

Contractor may at its discretion, engage subcontractors to perform work hereunder, provided contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.

All change orders shall be in writing and must be signed by the owner and contractor.

Contractor warrants it is adequately insured for injury to its employees and other incurring loss or injury as a result of the acts of the contractor or its employees and subcontractors. Contractor shall supply current declaration pages for such insurances at the execution of this agreement.

Contractor shall at its own expense obtain all permits necessary for the work to be performed.

Contractor agrees to remove all debris and leave the premises in broom clean condition.

In the event owner shall fail to pay any periodic or installment payment due hereunder, contractor may cease work without breach pending payment or resolution of any dispute.

Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials. Notwithstanding anything set forth herein to the contrary, Contractor shall be liable to and pay to owner liquidated damages in the amount of \$500.00 per day for every day after the completion date if the project is not completed within 60 days. Owner shall have the non-exclusive option of deducting the liquidated damages from the contract price through reduction in the installments and or retainage.

Contractor warrants all work for a period of twelve (12) months following completion.

The contractor further represents and warrants as follows:

1. Contractor at all times shall inspect and keep the work place safe for contractor's agents, employees and any licensee or invitee and any other third party who might otherwise come onto the work place. The work place shall be defined as that portion of the project which is, from time to time, under the control of Contractor for the purpose of performance of Contractor's work according to the agreement.
2. Contractor agrees to indemnify and hold owners harmless from any and all claims, actions, damages or litigation arising out of contractor's failure to perform under the terms and conditions within the agreement, including the payment of owner's attorney's fees. This indemnification further provides that contractor will be responsible for any cost associated with the completion of the project should such costs of completions (which includes all labor and materials) exceed the initial fee proposal and contract price.

A. ATTACHMENTS:

1. Attachment "A" City of Norcross Request for Proposal and bid specifications – Project Description
2. Attachment "B" Contractors Information
3. Attachment "C" E-Verify Contractor Affidavit
4. Attachment "D" SAVE Affidavit

B. FEE PROPOSAL:

1. The owner shall pay the contractor for the material and labor to be performed under the contract, the sum of total fees not to exceed *two hundred twenty-four thousand, eight hundred and sixty-seven dollars, (\$224,867.00)*, subject to change-order additions and deductions.
2. Payment Applications will be submitted by the 10th of each month. Payment will be made by the tenth of the following month.
3. Retainage will be held by the owner equal to 10 percent of each pay application, up to 50% of the contract amount. Retainage shall be paid in full upon completion of the work.

C. SCHEDULE:

1. The Contractor is prepared to begin work upon receipt of a signed contract.

D. PROJECT INSPECTIONS:

1. The renovation project shall be inspected by the Norcross Division of Storm Water or its contract engineering staff. These inspections shall be in addition to required inspection by the Department of Community Development.

E. TERMS AND CONDITIONS:

This Agreement shall be administered in accordance with the Terms and Conditions listed in Attachments. This Contract together with the exhibits identified herein, shall constitute the entire agreement between the City of Norcross and IPR Southeast LLC, in respect to the project and may only be modified in writing signed by both parties. Receipt of the signed agreement will serve as a notice to proceed.

F. INSURANCE REQUIREMENTS

The contractor shall maintain the following insurance: (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per occurrence, and property damage with limits of no less than \$500,000.00 per occurrence; (b) statutory worker's compensation insurance, including employer's liability insurance; and (c) employee dishonesty and/or crimes coverage with respect to personnel of the contractor having access to City buildings, with limits of no less than \$50,000.00 per occurrence. All insurance shall be provided by an insurer(s) acceptable to the City, and shall provide for thirty (30) days prior notice of cancellation to the City. Upon request, the contractor shall deliver to the city a certificate or policy of insurance evidencing the contractor's compliance with this policy. The contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage; (c) employee dishonesty and/or crimes coverage with respect to personnel of the contractor having access to City buildings, with limits of no less than \$50,000.00 per occurrence.

Certificate Holder should read:

City of Norcross, its elected officials and
employees 65 Lawrenceville Street
Norcross, GA 30071

1. This Agreement entered into as of the day and year first written above.

IPR Southeast LLC,

CITY OF NORCROSS

(Signature)

Craig Newton, Mayor

(Printed name and title)

Monique Lang, City Clerk

(Date)

(Date)

(SEAL)

(SEAL)



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5970	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Policy Work Session
Title:	Dumpster Enclosure Update		

Sponsors:

Code Sections:

Attachments:

1. [Memo - Dumpster Enclosure Update](#)

Title
Dumpster Enclosure Update

Drafter
Mary Beth Bender

Motion
A motion to Approve/Deny the Public Works, Utilities, & Parks Department to move forward with stationing a _____ dumpster enclosure behind Paizanos at a projected cost of \$ _____ with funding to come from the Capital Infrastructure- Sanitation Budget.



MARY BETH BENDER, ASSISTANT CITY MANAGER
DIRECTOR
PUBLIC WORKS, UTILITIES & PARKS

TO: Mayor and City Council

FROM: Mary Beth Bender, Director

DATE: December 8, 2020

SUBJECT: Dumpster Enclosure Behind Paizanos

Presented By: Mary Beth Bender, Assistant City Manager/Director, Public Works, Utilities & Parks

Project Description

Public Works, Utilities & Parks is seeking direction and providing an update on the dumpster enclosure behind Paizanos. Public Works has been asked to present quotes on options for Mayor and Council's review.

We have received four proposals for a dumpster enclosure:

Plankwall	\$19,166.00
Slatted Chain Link Fence	\$12,850
Wood Fence on Metal Frame	\$5,965
Vinyl Fence	\$4,700

Public Works, Utilities & Parks is seeking approval to move forward with one of these options. There were a total of 12 companies contacted and asked to provide a comparable quote for the Plankwall product; we were only able to secure one quote for the Plankwall option.

Staff Recommendation: Follow Mayor and Council's Directive

Funding Source: Capital Infrastructure – Sanitation

Project Cost: TBD



MARY BETH BENDER, ASSISTANT CITY MANAGER
DIRECTOR
PUBLIC WORKS, UTILITIES & PARKS

Plankwall Product

\$19,166.00



Vinyl Fence

\$4,700.00



Wood Fence on Metal Frame

20' x 12' enclosure with two - 10' access gates. \$5,965 installed.



Steel Posts with Wood Pickets Using Conversion Brackets



Attachment: Memo - Dumpster Enclosure Update (20-5970 : Dumpster Enclosure Update)

Chain Link Fence

20' x 12' enclosure with two - 10' access gates. Using 8' tall black vinyl coated chain link with black slats, it would cost \$12.850 installed.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER • **ELAINE PUCKETT**
 COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5971	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/4/2021 6:30 PM	In Control:	Policy Work Session
Title:	Setting of 2021 Election Qualifying Fees		

Sponsors:

Code Sections: O.C.G.A. § 21-2-131
(a)(1)

Attachments:

1. [Memo - qualifying fees](#)
2. [Advertisement for Qual Fees](#)

Title
Setting of 2021 Election Qualifying Fees

Drafter
Monique Lang

Motion
 A motion to Approve/Deny the attached qualifying fees and notice as presented.



Memorandum

To: Mayor and Council
From: Monique Lang, Elections Superintendent
Date: 12/10/2020
Re: Qualifying Fees

Each year that an election is to be held, the governing authority shall fix qualifying fees for the office to be filled, no later than February 1. The fees shall be 3 percent of the total gross salary of the office paid in the preceding calendar year.

I have attached the advertisement that will be published for your review and approval.

STATE OF GEORGIA

CITY OF NORCROSS

QUALIFYING FEE NOTICE

Pursuant to O.C.G.A. §21-2-131 (a)(1), the following qualifying fees were set by the Norcross Mayor and Council in the Mayor and Council meeting on January 4, 2021:

Mayor	\$ <u>310.50</u>
Councilmember	\$ <u>243.00</u>

Qualifying for the offices listed above will begin at 8:30 a.m. on August 16, 2021, and will end at 4:30 p.m. on August 18, 2021. The General Election will be held on November 2, 2021.

**Election Superintendent
City of Norcross**

Attachment: Advertisement for Qual Fees (20-5971 : Setting of 2021 Election Qualifying Fees)