



Utility Committee Meeting

AGENDA

May 4, 2010

I. CALL TO ORDER

II. MATTERS BEFORE COMMITTEE

1. [Approval - Sludge Pump Purchase for Jack's Creek Waste Water Treatment Plant](#)
2. [Approval - Valve Insertion for Wayne Street Water Tank](#)
3. [Discussion / Approval - Fiber for Ridge Road Apartments](#)
4. [Approval - Comcast Data Contract](#)
5. [Discussion / Approval - Airport Power Line Replacement Easements](#)

III. ADJOURN



Utility Committee Meeting

AGENDA

May 4, 2010

Item:

Approval - Sludge Pump Purchase for Jack's Creek Waste Water Treatment Plant

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Quote for Sludge Pump](#)

" PRIMARY "

PERIFLO**QUOTE**155 Commerce Blvd
Loveland, OH 45140
Call: 800-860-2983

Quote #: AAAQ17267

Date: 04/26/10

Quote Expires On: 05/26/10

Quoted By: Chris Miller

FOB: Destination

TERMS: NET 30

City of Monroe - Jacks Creek WWTP Phone: (678)451-6130
Mimi Beal Ext:
Monroe, GA Fax:

Ref: Monroe WWTP

App: sludge pump, 50-100gpm, 480VAC

DUPLICATE TO S/N 9943101 JULY-2005

| Qty | Part # | Description | Unit Price | Ext. Price |
|-----|----------------------------------|--|-------------|-------------|
| 1 | FMP70NR5SA057KT3 FMP70 | PeriFlo Pump consisting of: Model FMP 70 hosepump with reinforced rubber hose with roller system, 3" 150# flanged ports (standard), rated 1.76 gallon per revolution, max pressure 115 psi. With integral speed reducer, Mounted on steel frame base. Construction details: NR Natural rubber hose 5 115 psi setting, max S 316SS ports, MNPT for AMP series, 150#RFF for FMP/RBT series A Right facing port orientation (standard) 057 57 rpm speed at 60 Hz. K 10 HP motor T3 TEFC motor enclosure, 480/3/60, 1.15 SF, inverter rating: 4:1 constant torque, EPAct. | \$16,689.00 | \$16,689.00 |
| 1 | CT4015N | ACCESSORIES: pulsation dampener, 5 gallon, epoxy coated aluminum, Neoprene bladder, 3" flanged, rated 150 psi | \$1,540.00 | \$1,540.00 |
| 1 | gage/switch-isoring 3" discharge | Gage/switch assembly with iso ring 3" - discharge side Center: carbon steel with epoxy coat End plates: 316SS Sleeve: Buna N Gage: 4" utility, range: specify on order, 100mm dia, SS | \$1,298.08 | \$1,298.08 |

Discover the PeriFlo Home Page at: <http://www.periflo.com>

Terms & Conditions

Prices firm for 30 days

PeriFlo warrants the products exclusively to Buyer as follows: (a) If all payments are made by Buyer when due, Seller warrants equipment (and its component parts) of its own manufacture against defects in materials and workmanship under normal use and service for one (1) year from the date of shipment for Models AMP, or (2) years from date of shipment for Models RBT and FMP; or (b) If any payment is not made by Buyer when due, PeriFlo warrants that it has good title to the Products and the Products are otherwise sold "as is" with all faults. This warranty shall not apply to products, which require repair or replacement due to normal wear, or to products which are subjected to accident, misuse, or improper maintenance. The express warranties contained in this paragraph do not apply to any Products: (a) that have not been properly installed, operated or maintained in conformity with specifications furnished by PeriFlo or with any instructions for the installation, operation and maintenance of the Products; (b) which have been misused or modified, altered, repaired or replaced without the prior written consent of PeriFlo; or (c) which are damaged by explosion, erosion or corrosion. The term of any express warranty set forth herein shall not be extended because of the replacement or repair of defective Products hereunder. PeriFlo Terms and Conditions and Warranties apply unless changes are accepted in writing by PeriFlo. PeriFlo is not responsible for consequential or liquidated damages.

| Qty | Part # | Description | Unit Price | Ext. Price |
|-----|-----------|---|--------------|--------------------|
| 1 | LD1 | case, sealed, liquid filled, bronze alloy tube and socket. Fittings: 1/2" carbon steel zinc plated, instrument grade Module seal included, bronze alloy stinger fitting. Switch: Sq D class 9012-GDW-4, NEMA 4X, contacts: SPDT form Z rated 6A at 120 VAC PCS100, Hose leak Detector, capacitance-type, 24-240VAC, rated 300 mA max continuous, 1/2" NPT connection, 2 wire, enclosure: NEMA 1,3,4,6,13, IP67, normally closed, power ON LED, signal LED, potentiometer for sensitivity adjustment. NOTE: requires Periflo LD relay kit or customer supplied interface control. | \$276.00 | \$276.00 |
| 1 | 112.00.18 | SPARES: Natural Rubber hose for FMP 70 | \$1,158.66 | \$1,158.66 |
| 1 | 106.99.82 | Grease, silicone Food Grade, 8 LB, for FMP series pumps | \$235.00 | \$235.00 |
| 1 | Freight | Freight cost allowance to destination | \$438.00 | \$438.00 |
| | | | Total | \$21,634.74 |

Thank you for the opportunity to work with you on this application. Please call me if you have any questions.

Sincerely,
Dave Leigh

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Utility Committee Meeting

AGENDA

May 4, 2010

Item:

Approval - Valve Insertion for Wayne Street Water Tank

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Valve Insertion Quotes](#)

GEORGIA HYDRANT SERVICES, INC.

P.O. BOX 2942
LOGANVILLE, G.A. 30052
(770) 466-6033

04/16/10

Monroe Utilities

RE: 16" Valve Insertion

Georgia Hydrant Services is pleased to submit a proposal for the installation of (1) 16 Valve Insertion in, Monroe, GA.

We, at Georgia Hydrant Services, Inc. are uniquely qualified to provide the services required for this project and look forward to working with you. If you need any assistance in the future do not hesitate to call the number listed above.

PROPOSAL

Georgia Hydrant Services, Inc. will furnish trained and experienced technicians for the installation of the below mentioned items.

- Installation of 16" (17.40 O.D.) Insertion Valve Sleeve
- Installation of 16" Completion plug with Completion Plate

The total amount of this proposal is \$22,500.00 and includes material and labor.

**Note: The above price does not cover any excavation, valve boxes, additional material or labor. All staking, permits and road control to be done by property owners. By signing the proposal the customer understands that payment is expected after completion of job.*

Sincerely,

Jody Myers
Georgia Hydrant Services, Inc.

Approved by: _____

Title: _____

Date: ____/____/____

Date 4/15/10

| Qty | Item # | Description | Unit Price | Discount | Line total |
|-----|--------|---|----------------|-----------|------------|
| 1 | | 16" Insta Valve Installed Quote Per Steve Carter Southern Waterworks Products Cell: 908-804-4029 Email: hydtone@aol.com | 23,895.00 | | 23,895.00 |
| | | | Total Discount | | |
| | | | | Subtotal | |
| | | | | Sales Tax | |
| | | | | Total | 23,895.00 |

Thank you for your business!



11700 South Cicero Avenue
Alsip, IL 60803
Telephone: 800 538 7867
Fax: 708 389 5125

April 16, 2010

City of Monroe
227 S. Broad Street
Monroe, GA 30655
Attn: Robert Middlebrooks

Ph: (678)665-0447
Fx: 1-770-267-7536
rmiddlebrooks@monroega.gov

PROPOSAL#17314

IN CONSIDERATION of the mutual covenants and promises contained herein, ADS, LLC. (the "Company") agrees to perform the following services:

PROJECT REFERENCE

CLIENT PROJECT NUMBER (if applicable):
LOCATION OF WORK: Monroe, GA

START DATE and ANTICIPATED COMPLETION DATE:

To be determined. Fittings will be available two (2) to three (3) weeks after receipt of pipe specifications. Independently, a minimum of three (3) weeks notice is required for scheduling. All scheduling will be determined by the Company's Service Manager.

DESCRIPTION OF SERVICES AND PROPOSAL PRICE:

See Attachment "A"

The client agrees to pay the Company for the services provided under this agreement at the rates set forth in Attachment "A". Unless stated otherwise in Attachment A, payments are due in accordance with the General Terms and Conditions of this Contract. Prices are valid for thirty (30) days from the date of this offer.

ITEMS TO BE PROVIDED BY THE CLIENT:

See Attachment "B"

QUOTE / CONTRACT #17314

ATTACHMENT A
DESCRIPTION OF SERVICES AND CONTRACT PRICE

Provide the supervision, labor, equipment and materials, to the extent specifically noted below, to perform the following pressure installations:

(1) One 16" Insta-Valve\$24,750.00
D.I. Pipe – 65 to 100 P.S.I. (Water)

Price is based on the following:

| | |
|---|---|
| Number of personnel | 1 |
| Number of consecutive eight-hour days labor | 1 |
| (additional days labor either on-site or travel will be billed at \$600.00 per day) | |
| (additional days equipment on-site will be billed at \$1,000.00 per day) | |
| Number of mobilizations | 1 |
| (additional mobilizations if needed will be at additional cost) | |

Above price(s) include all necessary Hydra-Stop Fitting(s) complete with completion plug and blind flange. Standard fittings are shop coated carbon steel and have carbon steel hardware (>14") or 304 Stainless Steel nozzle and sleeve with carbon steel flanges (4"-12").

Please note that Hydra-Stop does not guarantee 100% valve shutdown for Insta-Valves. Open Left valves are standard.

Pricing is based upon information provided by the Client regarding the pipe characteristics and Client acknowledges that the specific materials and equipment required to perform the Services have been selected in reliance on this information. Such information includes, but is not limited to all pipe dimensions, pipe material, pressure flow and ovality. If such information is inaccurate and results in the Company's inability to perform the Services upon arrival at the jobsite, the Client will be responsible for additional costs which may include mobilization and demobilization if work is rescheduled or standby expenses if the crew remains on site until replacement equipment arrives. The prices quoted are based on quantities provided by the client. Hydra-Stop reserves the right to change pricing if scope of work changes.

THE GENERAL TERMS AND CONDITIONS on the attached to this Contract are agreed to be a part of this Contract.

OFFERED BY:

ADS LLC/Hydra-Stop

(David Hickey, Project Manager)

(Point of Contact: David Hickey x223)

DATE OFFERED: April 16, 2010

ACCEPTED BY:

("Client")

(Name and Title)

Address for Notices

DATE ACCEPTED: _____



Utility Committee Meeting

AGENDA

May 4, 2010

Item:

Discussion / Approval - Fiber for Ridge Road Apartments

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

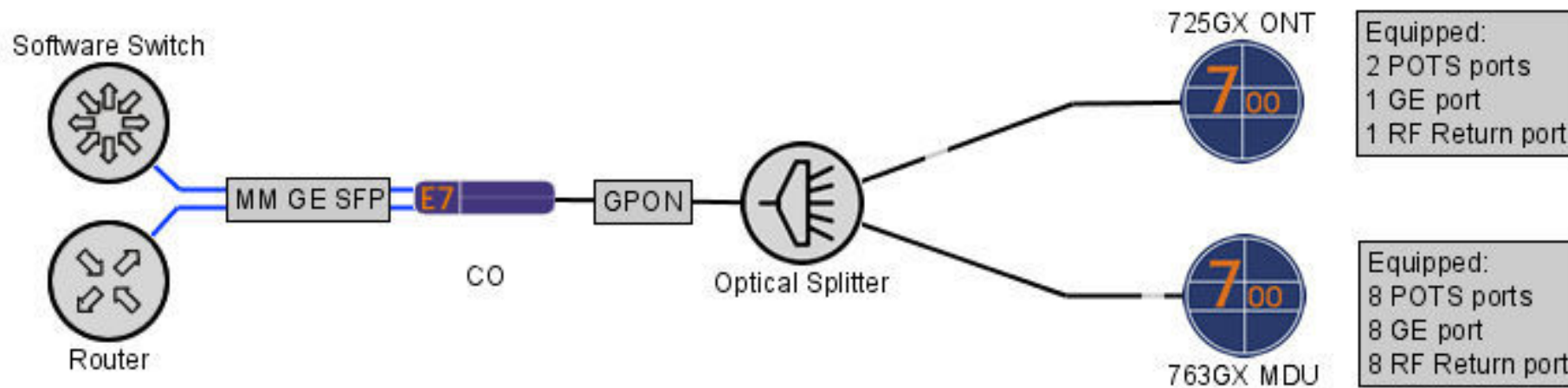
 [Ridge Rd Apts Fiber Info](#)

Calix Network Configuration & Quotation

Quote Status: ReadyToOrder
Customer Name: CALIX
Author/User Name: Matthew Snyder
Quote Name: 38397 - City of Monroe - Apt Complex project V3 - 04.21.10
Contact Name: David Little

Quote Reference Number: 38397
Date Created: 4/21/10 7:18 AM
Date Modified: 4/21/10 9:16 AM
Quote Expiration: 5/22/10 9:16 AM
Offline Quote ID: N/A

Network Diagram



Calix Network Configuration & Quotation

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Author/User Name: Matthew Snyder
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CO (Node#1) Equipment List/Prices

| Line # | Part # | Part Name | Part Description | CLEI | Price | Quantity | Extended Price |
|--------|--|-------------------------------------|---|---------|-------------|----------|--------------------|
| 1 | 2.5/1.2 GPON Interfaces | | | | | | |
| 2 | 100-01783 < | GPON-OIM, 2.4/1.2G-class B+, RT, C- | GPON OIM, 2.4/1.2G class B+, 1490/1310nm Single Fiber Transceiver, I-Temp (RT), C-Series & E-Series | | \$2,476.00 | 1 | \$2,476.00 |
| 3 | 700GX ONT Electronics | | | | | | |
| 4 | 100-01483 + | 725GX ONT MODULE | 725GX ONT, 2 POTS, 1 GE, 1 RF/RF RETURN | BVL3AF9 | \$552.00 | 2 | \$1,104.00 |
| 5 | 100-01550 @ | 763GX ONT MODULE | 763GX ONT, 8 POTS, 8 GE, 8 RF/RF RETURN | | \$2,068.00 | 8 | \$16,544.00 |
| 6 | GE Interfaces | | | | | | |
| 7 | 100-01660 | 1GE SFP MMF 500m I-Tmp key | 1 GigE SFP Transceiver Module, Multi-Mode, LC 850nm, 500m, I-Temp (Keyed) | | \$84.00 | 2 | \$168.00 |
| 8 | ONT Enclosures and Accessories | | | | | | |
| 9 | 100-01299 | ONT CMN-760 ENCL | 760 ONT Enclosure | | \$152.00 | 8 | \$1,216.00 |
| 10 | 100-01578 | ONT CMN-SFU ENCL-ST | SFU ONT Enclosure with Splice Tray | | \$29.00 | 2 | \$58.00 |
| 11 | PON Units | | | | | | |
| 12 | 100-01773 < | E7 GPON-4 | E7 GPON-4 card (4xGPON OIM, 8xGE SFP, 2x10GE XFP, 2x10GE SFP+) | BVL3AHC | \$10,195.75 | 1 | \$10,195.75 |
| 13 | Product Packages | | | | | | |
| 14 | 000-00372 ^ | E7 Field Pkg. (CO & RT): Shelf, FTA | E7 Field Install Package (CO & ODC/RT): Shelf with Blank Card, FTA, and Field installation Kit | | \$845.75 | 1 | \$845.75 |
| 15 | UPS Systems | | | | | | |
| 16 | 100-00695 | ONT CMN-SFU UPS AUD ALM | UPS SFU Indoor 12V 7.2AH 24W, Audible Alarm | | \$46.00 | 2 | \$92.00 |
| 17 | 100-01338 | ONT CMN-MDU OUTDR UPS-50W | UPS MDU Outdoor 48V 28.8AH 50W | | \$420.00 | 8 | \$3,360.00 |
| 18 | Node #1 Equipment Total | | | | | | \$36,059.50 |
| 19 | | | | | | | |
| 20 | Spares Summary | | | | | | |
| 21 | 100-01783 < | GPON-OIM, 2.4/1.2G-class B+, RT, C- | GPON OIM, 2.4/1.2G class B+, 1490/1310nm Single Fiber Transceiver, I-Temp (RT), C-Series & E-Series | | \$2,476.00 | 1 | \$2,476.00 |
| 22 | 100-01483 + | 725GX ONT MODULE | 725GX ONT, 2 POTS, 1 GE, 1 RF/RF RETURN | BVL3AF9 | \$552.00 | 1 | \$552.00 |
| 23 | 100-01550 @ | 763GX ONT MODULE | 763GX ONT, 8 POTS, 8 GE, 8 RF/RF RETURN | | \$2,068.00 | 1 | \$2,068.00 |
| 24 | 100-01660 | 1GE SFP MMF 500m I-Tmp key | 1 GigE SFP Transceiver Module, Multi-Mode, LC 850nm, 500m, I-Temp (Keyed) | | \$84.00 | 1 | \$84.00 |
| 25 | 100-01773 < | E7 GPON-4 | E7 GPON-4 card (4xGPON OIM, 8xGE SFP, 2x10GE XFP, 2x10GE SFP+) | BVL3AHC | \$10,195.75 | 1 | \$10,195.75 |
| 26 | Node #1 Spares Total | | | | | | \$15,375.75 |
| 27 | | | | | | | |
| 28 | Node #1 Grand Total | | | | | | \$51,435.25 |
| 29 | | | | | | | |
| 30 | | | | | | | |
| 31 | Notes & Optional Equipment and Services | | | | | | |
| 32 | UPS Systems | | | | | | |

Calix Network Configuration & Quotation

| | | | |
|--------------------------|--|--------------------------------|-----------------|
| Quote Status: | ReadyToOrder | Quote Reference Number: | 38397 |
| Customer Name: | CALIX | Date Created: | 4/21/10 7:18 AM |
| Author/User Name: | Matthew Snyder | Date Modified: | 4/21/10 9:16 AM |
| Quote Name: | 38397 - City of Monroe - Apt Complex project V3 - 04.21.10 | Quote Expiration: | 5/22/10 9:16 AM |
| Contact Name: | David Little | Offline Quote ID: | N/A |

CO (Node#1) Equipment List/Prices

| | | | | | | |
|----|-----------|---|--|----------|---|----------|
| 33 | 100-00988 | ONTCMN-700 SFU PWR CABLE 1000'FT SP | UPS to ONT Power Cable - Calix Type I 18/22 AWG, 1000FT Spool | \$330.00 | 1 | \$330.00 |
|----|-----------|---|--|----------|---|----------|

| | | | | | | |
|----|------------------------------|--|--|--|--|-----------------|
| 34 | Node #1 Options Total | | | | | \$330.00 |
|----|------------------------------|--|--|--|--|-----------------|

35

Notes

37 All prices are being quoted in US \$ (Dollars).

38 ^This part number is a package that may contain parts that are eligible for extended warranty. Eligible parts have been included in the extended warranty calculations for the applicable extended warranty part numbers.

39 <This part number is eligible for extended warranty. This line item is included in the extended warranty calculations for extended warranty part number 110-00139.

40 +This part number is eligible for extended warranty. This line item is included in the extended warranty calculations for extended warranty part number 110-00135.

41 @This part number is eligible for extended warranty. This line item is included in the extended warranty calculations for extended warranty part number 110-00158.

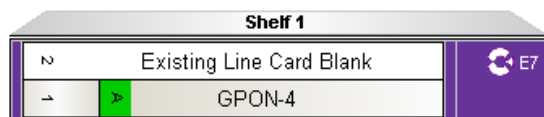
Calix Network Configuration & Quotation

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Author/User Name: Matthew Snyder
Quote Name: 38397 - City of Monroe - Apt Complex project V3 - 04.21.10
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Offline Quote ID: N/A

CO (Node#1) Equipment Diagrams

Shelf 1 of 1



Calix Network Configuration & Quotation

| | | | |
|--------------------------|--|--------------------------------|-----------------|
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| Customer Name: | CALIX | Date Created: | 4/21/10 7:18 AM |
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Configuration Summary by Part Category

| Line # | Part # | Part Name | Part Description | CLEI | Price | Quantity | Extended Price |
|--------|---------------------------------------|-------------------------------------|---|---------|-------------|----------|--------------------|
| 1 | 2.5/1.2 GPON Interfaces | | | | | | |
| 2 | 100-01783 < | GPON-OIM, 2.4/1.2G-class B+, RT, C- | GPON OIM, 2.4/1.2G class B+, 1490/1310nm Single Fiber Transceiver, I-Temp (RT), C-Series & E-Series | | \$2,476.00 | 1 | \$2,476.00 |
| 3 | 700GX ONT Electronics | | | | | | |
| 4 | 100-01483 + | 725GX ONT MODULE | 725GX ONT, 2 POTS, 1 GE, 1 RF/RF RETURN | BVL3AF9 | \$552.00 | 2 | \$1,104.00 |
| 5 | 100-01550 @ | 763GX ONT MODULE | 763GX ONT, 8 POTS, 8 GE, 8 RF/RF RETURN | | \$2,068.00 | 8 | \$16,544.00 |
| 6 | GE Interfaces | | | | | | |
| 7 | 100-01660 | 1GE SFP MMF 500m I-Tmp key | 1 GigE SFP Transceiver Module, Multi-Mode, LC 850nm, 500m, I-Temp (Keyed) | | \$84.00 | 2 | \$168.00 |
| 8 | ONT Enclosures and Accessories | | | | | | |
| 9 | 100-01299 | ONTCMN-760 ENCL | 760 ONT Enclosure | | \$152.00 | 8 | \$1,216.00 |
| 10 | 100-01578 | ONTCMN-SFU ENCL-ST | SFU ONT Enclosure with Splice Tray | | \$29.00 | 2 | \$58.00 |
| 11 | PON Units | | | | | | |
| 12 | 100-01773 < | E7 GPON-4 | E7 GPON-4 card (4xGPON OIM, 8xGE SFP, 2x10GE XFP, 2x10GE SFP+) | BVL3AHC | \$10,195.75 | 1 | \$10,195.75 |
| 13 | Product Packages | | | | | | |
| 14 | 000-00372 ^ | E7 Field Pkg. (CO & RT): Shelf, FTA | E7 Field Install Package (CO & ODC/RT): Shelf with Blank Card, FTA, and Field installation Kit | | \$845.75 | 1 | \$845.75 |
| 15 | Software | | | | | | |
| 16 | 110-00108 | CMS SUBSCR 10,000 or Fewer Sub | Calix Management System | | \$99.00 | 12 | \$1,188.00 |
| 17 | UPS Systems | | | | | | |
| 18 | 100-00695 | ONTCMN-SFU UPS AUD ALM | UPS SFU Indoor 12V 7.2AH 24W, Audible Alarm | | \$46.00 | 2 | \$92.00 |
| 19 | 100-01338 | ONTCMN-MDU OUTDR UPS-50W | UPS MDU Outdoor 48V 28.8AH 50W | | \$420.00 | 8 | \$3,360.00 |
| 20 | Calix Network Equipment Total | | | | | | \$37,247.50 |
| 21 | | | | | | | |
| 22 | Spares | | | | | | |
| 23 | 100-01783 < | GPON-OIM, 2.4/1.2G-class B+, RT, C- | GPON OIM, 2.4/1.2G class B+, 1490/1310nm Single Fiber Transceiver, I-Temp (RT), C-Series & E-Series | | \$2,476.00 | 1 | \$2,476.00 |
| 24 | 100-01483 + | 725GX ONT MODULE | 725GX ONT, 2 POTS, 1 GE, 1 RF/RF RETURN | BVL3AF9 | \$552.00 | 1 | \$552.00 |
| 25 | 100-01550 @ | 763GX ONT MODULE | 763GX ONT, 8 POTS, 8 GE, 8 RF/RF RETURN | | \$2,068.00 | 1 | \$2,068.00 |
| 26 | 100-01660 | 1GE SFP MMF 500m I-Tmp key | 1 GigE SFP Transceiver Module, Multi-Mode, LC 850nm, 500m, I-Temp (Keyed) | | \$84.00 | 1 | \$84.00 |
| 27 | 100-01773 < | E7 GPON-4 | E7 GPON-4 card (4xGPON OIM, 8xGE SFP, 2x10GE XFP, 2x10GE SFP+) | BVL3AHC | \$10,195.75 | 1 | \$10,195.75 |
| 28 | Calix Spares Total | | | | | | \$15,375.75 |
| 29 | | | | | | | |
| 30 | Calix Network Grand Total | | | | | | \$52,623.25 |
| 31 | | | | | | | |
| 32 | | | | | | | |

Calix Network Configuration & Quotation

| | | | |
|--------------------------|--|--------------------------------|-----------------|
| Quote Status: | ReadyToOrder | Quote Reference Number: | 38397 |
| Customer Name: | CALIX | Date Created: | 4/21/10 7:18 AM |
| Author/User Name: | Matthew Snyder | Date Modified: | 4/21/10 9:16 AM |
| Quote Name: | 38397 - City of Monroe - Apt Complex project V3 - 04.21.10 | Quote Expiration: | 5/22/10 9:16 AM |
| Contact Name: | David Little | Offline Quote ID: | N/A |

Configuration Summary by Part Category**Notes & Optional Equipment and Services**

| | | | | | | |
|----|----------------------------|---|--|----------|---|-----------------|
| 33 | | | | | | |
| 34 | UPS Systems | | | | | |
| 35 | 100-00988 | ONTCMN-700 SFU PWR CABLE 1000'FT SP | UPS to ONT Power Cable - Calix Type I 18/22 AWG, 1000FT Spool | \$330.00 | 1 | \$330.00 |
| 36 | Calix Options Total | | | | | \$330.00 |

Notes

39 All prices are being quoted in US \$ (Dollars).

40 Unless specifically listed above, the order total shown does not reflect any charges related to shipping, taxes, insurance, customs duties or tariffs, which are the customer's sole responsibility. Unless specifically listed above, the actual freight charges incurred and related taxes will be added to your order at the time of shipping and will be reflected on your invoice. Equipment purchases are subject to our standard terms and conditions of sale, a copy of which can be found at http://www.calix.com/terms_of_sale.html, or (if applicable) the terms and conditions of a previously executed written sales agreement between us.

Calix Warranty Summary

With the exception of Premises Products (e.g Optical Network Terminal equipment), Calix warrants its Products for five (5) years from the date of shipment. The warranty for Premises Products is one (1) year from date of shipment. Certain 3rd party products are not warranted by Calix. For these items we "pass-through" the manufacturer's warranty. For the complete Calix warranty policy please visit the Customer Service Page inside your Calix Customer Center and look for the RMA and Warranty information module. For a list of the 3rd party equipment and applicable warranties, please contact your Calix account manager.

41 ^This part number is a package that may contain parts that are eligible for extended warranty. Eligible parts have been included in the extended warranty calculations for the applicable extended warranty part numbers.

42 <This part number is eligible for extended warranty. This line item is included in the extended warranty calculations for extended warranty part number 110-00139.

43 +This part number is eligible for extended warranty. This line item is included in the extended warranty calculations for extended warranty part number 110-00135.

44 @This part number is eligible for extended warranty. This line item is included in the extended warranty calculations for extended warranty part number 110-00158.

Important Ordering Instructions:

Please include the Calix quote number (found in upper right hand corner) on your PO.

Include contact information (Name, Email & Tel) for the appropriate billing and shipping locations.

Send Purchase Orders to Calix Order Management:

Email: om@calix.com

Fax: 707-283-3771

You may check the status of your order at any time on our website. (www.calix.com, click Login)

Calix Network Configuration & Quotation

| | | | |
|--------------------------|--|--------------------------------|-----------------|
| Quote Status: | ReadyToOrder | Quote Reference Number: | 38397 |
| Customer Name: | CALIX | Date Created: | 4/21/10 7:18 AM |
| Author/User Name: | Matthew Snyder | Date Modified: | 4/21/10 9:16 AM |
| Quote Name: | 38397 - City of Monroe - Apt Complex project V3 - 04.21.10 | Quote Expiration: | 5/22/10 9:16 AM |
| Contact Name: | David Little | Offline Quote ID: | N/A |

Extended Warranty Summary

| Line # | Part # | Part Name | Part Description | Extended Price |
|--------|--|-------------------------------------|---|----------------|
| 1 | 1 Year | | | |
| 2 | 110-00135 | Warranty Ext - 1 yr Upfront 700 ONT | Warranty Extension - 1 yr Upfront Sale 700 ONT (max purchase 4 years) | \$10.00 |
| 3 | 110-00158 | Warranty Ext - 1 yr Upfront mdw ont | Warranty Extension - 1 yr Upfront Sale MDU ONT (max purchase 4 years) | \$206.80 |
| 4 | 4/5 Years | | | |
| 5 | 110-00139 | Warranty Extension - Upfront - 5 yr | Warranty Extension - Upfront - 5 year | \$774.25 |
| 6 | Calix Network Equipment - Extended Warranty | | | |
| 7 | 1 Year | | | |
| 8 | 110-00135 | Warranty Ext - 1 yr Upfront 700 ONT | Warranty Extension - 1 yr Upfront Sale 700 ONT (max purchase 4 years) | \$5.00 |
| 9 | 110-00158 | Warranty Ext - 1 yr Upfront mdw ont | Warranty Extension - 1 yr Upfront Sale MDU ONT (max purchase 4 years) | \$25.85 |
| 10 | 4/5 Years | | | |
| 11 | 110-00139 | Warranty Extension - Upfront - 5 yr | Warranty Extension - Upfront - 5 year | \$754.50 |
| 12 | Calix Network Spares - Extended Warranty | | | |
| 13 | | | | |
| 14 | Notes | | | |
| 15 | The Extended Warranty purchase is available at the time of hardware purchase, prior to warranty expiration or after warranty expiration. These prices reflect purchase at the time of hardware purchase. Please contact your Calix account manager for pricing for other purchase times. | | | |
| 16 | Infrastructure equipment extensions can be purchased in either 1-year increments or one 5-year extension up to 5 years total extension. Infrastructure has a potential maximum warranty period of 10 years with a 5-year standard warranty plus a full 5-year extension. Premise Equipment extensions can be purchased only in 1-year increments up to 4 years total extension. Premise Equipment has a potential maximum warranty period of 5 years with a 1-year standard warranty plus full 4-year extension. | | | |
| 17 | Any parts that are eligible for extended warranty purchase but are on the Calix Discontinued Parts List are not included in these calculations. Please contact your Calix account manager for pricing for these parts. | | | |
| 18 | Parts that are under the "Custom" header may be eligible for extended warranty purchase, but are not included in these calculations. Please contact your Calix account manager for pricing for these parts. | | | |



Utility Committee Meeting

AGENDA

May 4, 2010

Item:

Approval - Comcast Data Contract

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Comcast Data Contract Info](#)

City of Monroe, Georgia

Network Services Agreement – General Terms and Conditions

This Agreement (hereinafter the “Agreement”) is made on the ____ day of May, 2010 (hereinafter “Effective Date”) by and between the City of Monroe (the “City”), a Georgia Municipality and Monroe HMA, LLC, d/b/a Walton Regional Medical Center, Inc. (hereinafter “Customer”), with offices located at 215 North Broad Street Monroe, Georgia 30655, and 330 Alcovy Street, Monroe, Georgia 30655, respectively. Herein, the above shall be collectively referred to as the “Parties” and individually as “Party.”

Overview, Description, and General Terms of Services to be provided by the City to Customer. The City shall provide to Customer one thousand (1000) megabits per second (Mbps) Ethernet Private Line (“EPL”) between the sites as set forth in Schedules A and B attached hereto and incorporated herein by reference.

| | |
|---|--|
| Initial Term: | Thirty-Six (36) Months |
| Non-Recurring Charges (“NRC”): | Five Thousand Dollars (\$5,000.00) |
| Monthly Recurring Charges (“MRC”): | Five Thousand Dollars (\$5,000.00) |
| Number of Sites: | Two (2) |
| Estimated Service Date: | Ninety (90) to One-Hundred Twenty (120) days after mutual execution of Agreement |
| City Contact: | David Little Telephone Number – (770) 266-5333 |

This Network Services Agreement sets forth the terms and conditions under which the City of Monroe will provide the Services identified above to Customer. This Network Services Agreement and Schedules A and B (“Schedules”), and any jointly executed amendments (“Amendments”), collectively, are referred to as the “Agreement”. In the event of any inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) General Terms and Conditions, and (3) Schedules. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined shall have the definitions given to them in the General Terms and Conditions.

All modifications to the Agreement, if any, must be captured in a written Amendment, executed by the Mayor of the City of Monroe and the Customer. All other attempts to modify the Agreement shall be void and non-binding on the City of Monroe.

SECTION 1 - SCOPE OF SERVICE

1.1 The City will provide to Customer the Service at the prices set forth in the attached Schedule A, and to the location(s) set forth in Schedule B, both attached hereto (“Buildings”). The Service is provisioned by utilizing fiber optic cable, associated with electronics and other equipment (“Network”), which transports and distributes digital signals in a standards based Internet Protocol (IP) format for standards based IP applications to Customer’s Buildings identified in the attached Schedule B and at the transmission level designated in Schedule A attached hereto. The Network is provisioned into Customer’s Building at the point of interconnection between the Network and Customer’s provided equipment located at Customer’s Building (“Demarcation Point”).

1.2 The Service does not include connection to the public switched network, building wire, any

Local Area Networks ("LANs"), Customer Premise Equipment ("CPE"), IP addressing capability, firewalls or any other equipment, electronics, or wiring required on the Customer's side of the Demarcation Point.

SECTION 2 - INSTALLATION OF NETWORK

2.1 Customer, at no cost to the City, shall secure throughout the term of Service any easements, leases or other agreements necessary to allow the City to use existing pathways into and in each Building to the Demarcation Point for the Service.

2.2 Subject to the terms of this Agreement, and at no cost to the City, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Network used to provision the Service within each Building.

2.3 The City and its employees, agents, lessees, officers and its authorized vendors will require free ingress and egress into and out of the Buildings in connection with the provision of Services. Upon reasonable notice from the City, Customer shall assist the City in accessing each Building.

2.4 If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify the City to install the applicable portion of the Network in areas of any such Building not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.

2.5 The City shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.

2.6 Customer shall be responsible for providing maintenance, repair, operation and replacement of all wire, cable facilities on the Customer's side of the Demarcation Point. Any CPE and wiring that Customer uses in connection with the Service shall be compatible with the Network.

2.7 Customer shall use reasonable efforts to maintain its property and Buildings in a manner that preserves the integrity of the Service and shall promptly notify the City of any event that affects such integrity including but not limited to damage to the Network.

2.8 At such time as the City's authorized vendor completes installation and connection of the necessary facilities and equipment to provide the Service, the City shall then notify Customer in writing that the Service is available for use and the date of such notice shall be the "Service Date". The current notice form is called the Billing Information Form ("Billing Form"). The City may update, modify or replace the service notification form from time to time without notice to Customer.

2.9 Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that would otherwise be available for use.

2.10 Customer-Provided Equipment (CPE). The City shall have no obligation to install, operate, or maintain CPE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the Demarcation Point. All CPE and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by the City's employees or authorized contractors when the difficulty or trouble report results from CPE.

SECTION 3 - OWNERSHIP, IMPAIRMENT, AND REMOVAL OF THE NETWORK

3.1 The Network is and shall remain the property of the City and/or the City's authorized vendor (hereinafter "Vendor") regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action that directly or indirectly impairs the City's and/or the Vendor's title to the Network, or exposes the City or the Vendor to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude the City and/or the Vendor from using the Network for services provided to other City customers.

3.2 For a period of twelve (12) months following the City's discontinuance of Service to the Buildings, the City retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Buildings. To the extent the City removes such portion of the Network, it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted.

SECTION 4 - COMPENSATION; PAYMENT

4.1 The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Service is set forth in the attached Schedule A and on the first page of the Agreement. Upon installation of Services, the City shall immediately invoice Customer for the NRC and Customer shall pay the City one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, the City will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Payment will be considered timely made to the City if received within thirty (30) days after the invoice date set forth in the invoice. Any charges not paid to the City within such period will be considered past due. In the event the Service Date is not the first day of the billing period, the first Monthly Recurring Charge shall also include the pro rated in arrears charges for Services from date of installation to the date of first billing.

4.2 Any payment not timely made will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower.

4.3 Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied upon the sale, installation, use or provision of Service. Further, the City reserves the right to invoice Customer for the costs of any fees or

payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the Services, including, without limitation, universal service fund charges, or as otherwise needed to recover amounts that the City is required by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively.

4.4 In the event that any newly adopted law, rule, regulation, or judgment increases the City's costs of providing Services, Customer shall pay the City's additional costs of providing Services under the new law, rule, regulation or judgment.

SECTION 5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for Thirty-Six (36) months from the Service Date ("Term"). In the case of multiple Service Dates, the Term shall be Thirty-Six (36) months from the last Service Date. Upon the expiration of the Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either Party to the other at least sixty (60) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time therein, the City may modify the charges for the Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term.

SECTION 6 - TERMINATION WITHOUT FAULT; DEFAULT

6.1 Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate this Agreement at any time during the Term, or any Renewal Term, upon (i) ninety (90) days prior written notice to the City and (ii) the payment of 100% of the remaining Monthly Recurring Charges ("Termination Charges") payable to the City within seven (7) days following termination of the Agreement ("Termination Charges").

6.2 (a) The City may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. If the City terminates the agreement under this subsection 6.2(a), Customer shall have no obligation to pay any remaining Monthly Recurring Charges as a result of Termination by the City, with the exception of any past due amounts.

(b) Any breach of Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, the City shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of the City, and then to notify Customer of the action that the City has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement. In the event the City terminates service under

this subsection 6.2(b), Customer shall be responsible for the payment of all past due amounts and Termination Charges in addition to any other remedies as identified in section 6.4.

6.3 In the event of default, either Party may terminate this Agreement. A "default" exists under this Agreement upon the following events:

(i) either Party's failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement; provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof; or

(ii) either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

(iii) Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default.

6.4 The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

6.5 In addition to the remedies set forth in Section 6.4 above; the City shall be entitled to Termination Charges for any Customer Default.

SECTION 7 - SERVICE RESPONSE TIMES

7.1 Maintenance Service consists of the repair or replacement, at the City's option, of any portion of the Network that is malfunctioning. The City will maintain the Network twenty-four (24) hours a day, seven (7) days per week, every day of the year.

7.2 In the event that the City, in responding to a Customer-initiated service call, determines that the reason for such service call is due to CPE related problems or Customer's actions or omissions, acts or omissions of third parties with whom Customer has any type of relationship, Customer shall compensate the City for the City's costs of such service call at the rate of \$50.00 per half hour and \$150.00 per truck roll charge.

SECTION 8 - LIMITATIONS ON WARRANTIES AND

8.1 THE CITY WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE CITY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT.

8.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.3 The City's liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), excluding any Liability caused by force majeure events or Customer actions, omission or equipment, shall be limited solely to 1/30th of the Monthly Recurring Charge, for the affected portion of the Service, for one or more Liabilities of at least two (2) hours in duration in any 24-hour period that is not coincident with any other Liability, ("Credit"), provided that the Liability is reported by Customer during the duration of the Liability.

8.4 The City shall not be liable for any act or omission of any other companies furnishing a portion of the Service including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities. In no event shall the City, its affiliates, its/their employees agents, contractors, merchants, licensors, or vendors be liable for any loss, damage or claim arising out of or related to: (1) stored, transmitted, or recorded data, files, or software. (i.e., Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals thereafter); (2) interoperability, interaction or interconnection of the Service provided under this Agreement with applications, equipment, services or networks provided by Customer or third parties.

8.5 Neither Customer nor its agents or independent contractors shall offer third parties warranties or representations for the Service which would obligate or otherwise bind the City beyond any warranty or representation expressly set forth in this Agreement.

8.6 Customer is prohibited from reselling the City-provided Services in any way. Customer, its employees, agents and independent contractors shall not use the Network to provide any product or Service that directly or indirectly competes with any product or Services provided by the City or its vendor.

SECTION 9 - INDEMNIFICATION

9.1 Subject to Section 8, the Customer ("Indemnifying Party") will indemnify and hold harmless the City ("Indemnified Party"), its affiliates, officers, administration, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:

(i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services; and

(ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof.

9.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 9A - USE POLICIES

9A.1 Customer agrees to ensure that all uses of the Services installed at its premises ("use") are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. The City reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if the City (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with the City's ability to provide the Services to Customer or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent Customer purchases Internet bandwidth services, such Services shall be subject to the City's Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are available upon request, and are incorporated into this Agreement by reference. The City may update the use policies from time to time, and such updates shall be deemed effective as of the date of any notice submitted to Customer by the City. The City's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

9A.2 Violation. Any breach of this Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, the City shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of the City, and then to notify Customer of the action that the City has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

SECTION 10 - INSURANCE

10.1 The City shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage, personal injury hazards and contractual liability.

10.2 Customer shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage (including, if appropriate, flood damage), personal injury hazards and contractual liability.

10.3 The liability limits under these policies shall be one million (\$1,000,000.00) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

SECTION 11 - ASSIGNMENT

11.1 Neither Party shall assign any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, the City may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, the City may partially assign its rights and obligations hereunder to any party which acquires from the City all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer.

11.2 All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

SECTION 12 - FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, act of terrorism, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

SECTION 13 - SEVERABILITY

In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement; and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired.

SECTION 14 - THIRD-PARTY BENEFICIARIES

No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against the City.

SECTION 15 - INDEPENDENT CONTRACTORS

15.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

15.2 The requirements of this Article shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

SECTION 16 - NONDISCLOSURE

16.1 Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

16.2 Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the City, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties, or as required by law.

SECTION 17 – NOTICES

17.1 Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

To Customer:
Monroe HMA, LLC
d/b/a Walton Regional Medical Center, Inc.
330 Alcovy Street
Monroe, Georgia 30655

To City:
City of Monroe, a Georgia Municipality
Attn: Brian Thompson
215 North Broad Street
Post Office Box 1249
Monroe, Georgia 30655

SECTION 18 - HEADINGS AND TITLES

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

SECTION 19 - GOVERNING LAW AND COURTS

The laws of the State of Georgia shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

SECTION 20 - COMPLIANCE WITH LAWS

Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

SECTION 21 - AMENDMENTS; NO WAIVER

21.1. This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

21.2. No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver is claimed.

21.3. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition.

21.4 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

SECTION 22 - SURVIVAL

Provisions contained in this Agreement that by their sense and context are intended to survive the performance, termination or cancellation of this Agreement hereof by any Party hereto shall so survive.

SECTION 23 - FULLY INTEGRATED

This writing constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Agreement.

SECTION 24 -INTERPRETATION OF AGREEMENT

This Agreement is a negotiated document. In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.

SECTION 25 - RIGHT TO ENTER INTO CONTRACTS

Nothing herein shall be construed as preventing either Party hereto from entering into similar contractual arrangements with other parties, unless such contracts would conflict with the performance of this Agreement.

SECTION 26 - REMEDIES CUMULATIVE

All rights of termination, or other remedies set forth in this Agreement are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement; provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies.

SECTION 27 - COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

The City of Monroe

Monroe HMA, LLC, d/b/a
Walton Regional Medical Center, Inc.

By: _____
Greg Thompson

By: _____

Its: Mayor

Its: _____

Attest: _____
Julian Jackson

Attest: _____

Its: City Clerk

Its: _____



Utility Committee Meeting

AGENDA

May 4, 2010

Item:

Discussion / Approval - Airport Power Line Replacement Easements

Department:

Additional Information:

Financial Impact:

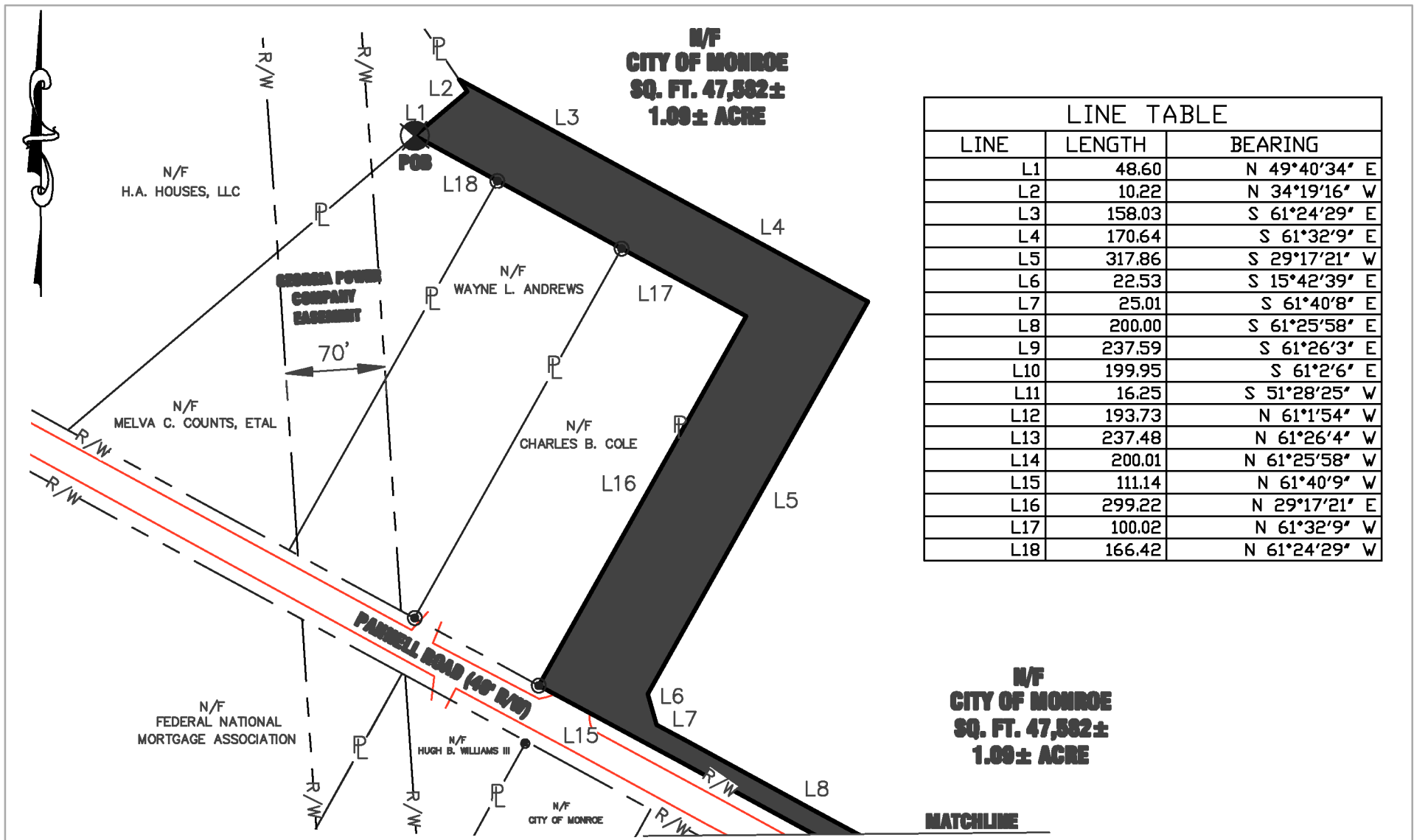
Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Airport Easements Info](#)



| LINE TABLE | | |
|------------|--------|---------------|
| LINE | LENGTH | BEARING |
| L1 | 48.60 | N 49°40'34" E |
| L2 | 10.22 | N 34°19'16" W |
| L3 | 158.03 | S 61°24'29" E |
| L4 | 170.64 | S 61°32'9" E |
| L5 | 317.86 | S 29°17'21" W |
| L6 | 22.53 | S 15°42'39" E |
| L7 | 25.01 | S 61°40'8" E |
| L8 | 200.00 | S 61°25'58" E |
| L9 | 237.59 | S 61°26'3" E |
| L10 | 199.95 | S 61°2'6" E |
| L11 | 16.25 | S 51°28'25" W |
| L12 | 193.73 | N 61°1'54" W |
| L13 | 237.48 | N 61°26'4" W |
| L14 | 200.01 | N 61°25'58" W |
| L15 | 111.14 | N 61°40'9" W |
| L16 | 299.22 | N 29°17'21" E |
| L17 | 100.02 | N 61°32'9" W |
| L18 | 166.42 | N 61°24'29" W |

Reference GPC Map File #

GEORGIA POWER COMPANY - LAND DEPARTMENT

COORDINATE DATUM: NAD83(94), GEORGIA WEST ZONE

SYMBOL LEGEND

○ IRON PIN SET
 ● IRON PIN FOUND
 ☒ ROW MARKER
 R/W GPC R/W MONUMENT
 QUITCLAIMED R/W
 ● EXISTING POLE
 ☒ POINT OF BEGINNING (P.O.B.)
 P.O.C.= POINT OF COMMENCEMENT
 GPC REQUIRED R/W

PARCEL No. M0250121000

MONROE 46 KV
 CROSSING THE PROPERTY OF
 CITY OF MONROE

CITY OF MONROE, TOWN G.M.D. 419, WALTON COUNTY, GEORGIA
 Item # 5

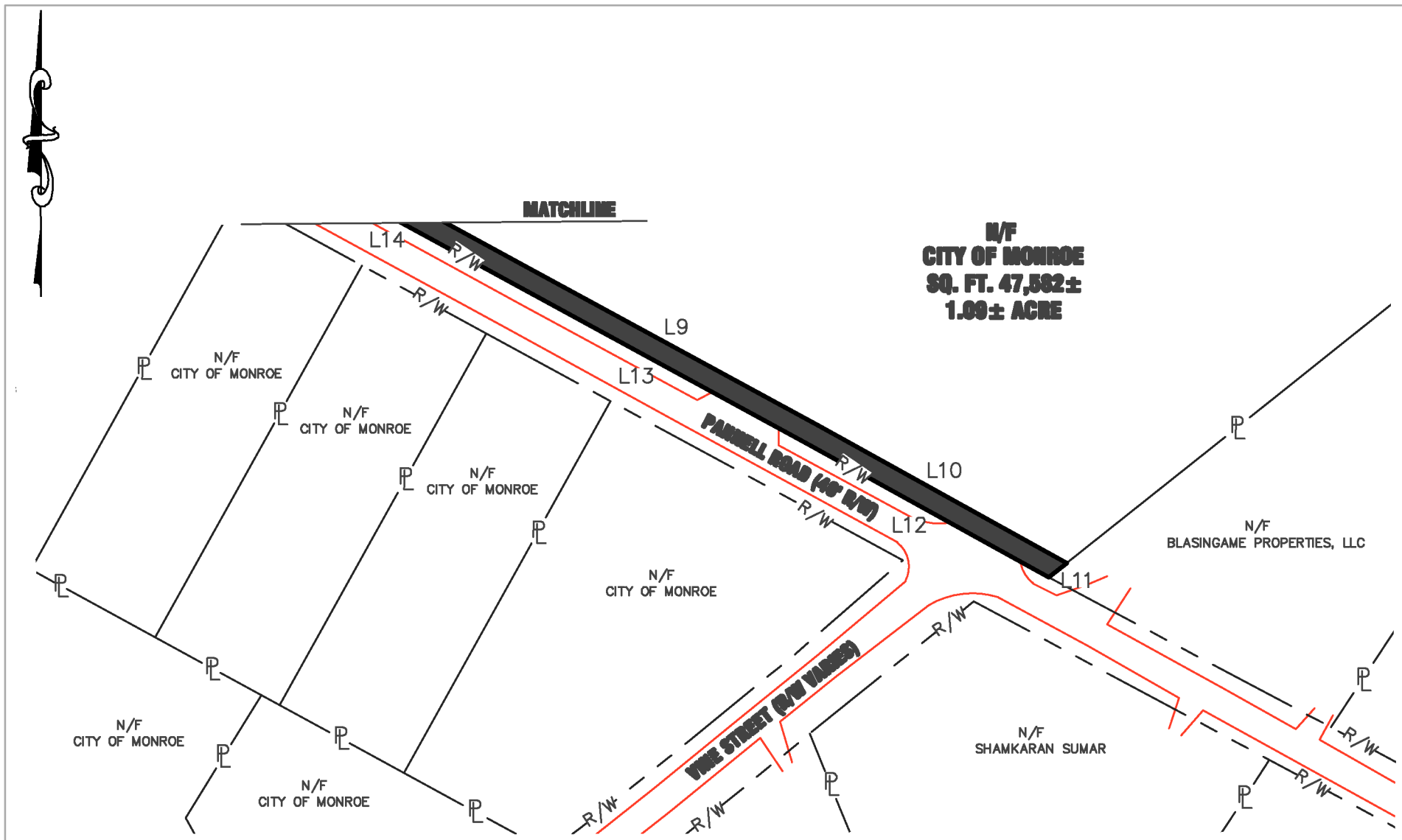
DATE: 2-18-10

SCALE: 1" = 100'

DRAWN BY: CS

EXHIBIT A

SHT 1 OF 2



Reference GPC Map File #

GEORGIA POWER COMPANY - LAND DEPARTMENT

COORDINATE DATUM: NAD83(94), GEORGIA WEST ZONE

SYMBOL LEGEND

- IRON PIN SET
- IRON PIN FOUND
- ⊠ ROW MARKER
- ▨ GPC R/W MONUMENT
- ▨ QUITCLAIMED R/W
- EXISTING POLE
- ⊠ POINT OF BEGINNING (P.O.B.)
- P.O.C.= POINT OF COMMENCEMENT
- ▨ GPC REQUIRED R/W

PARCEL No. M0250121000

MONROE 46 KV

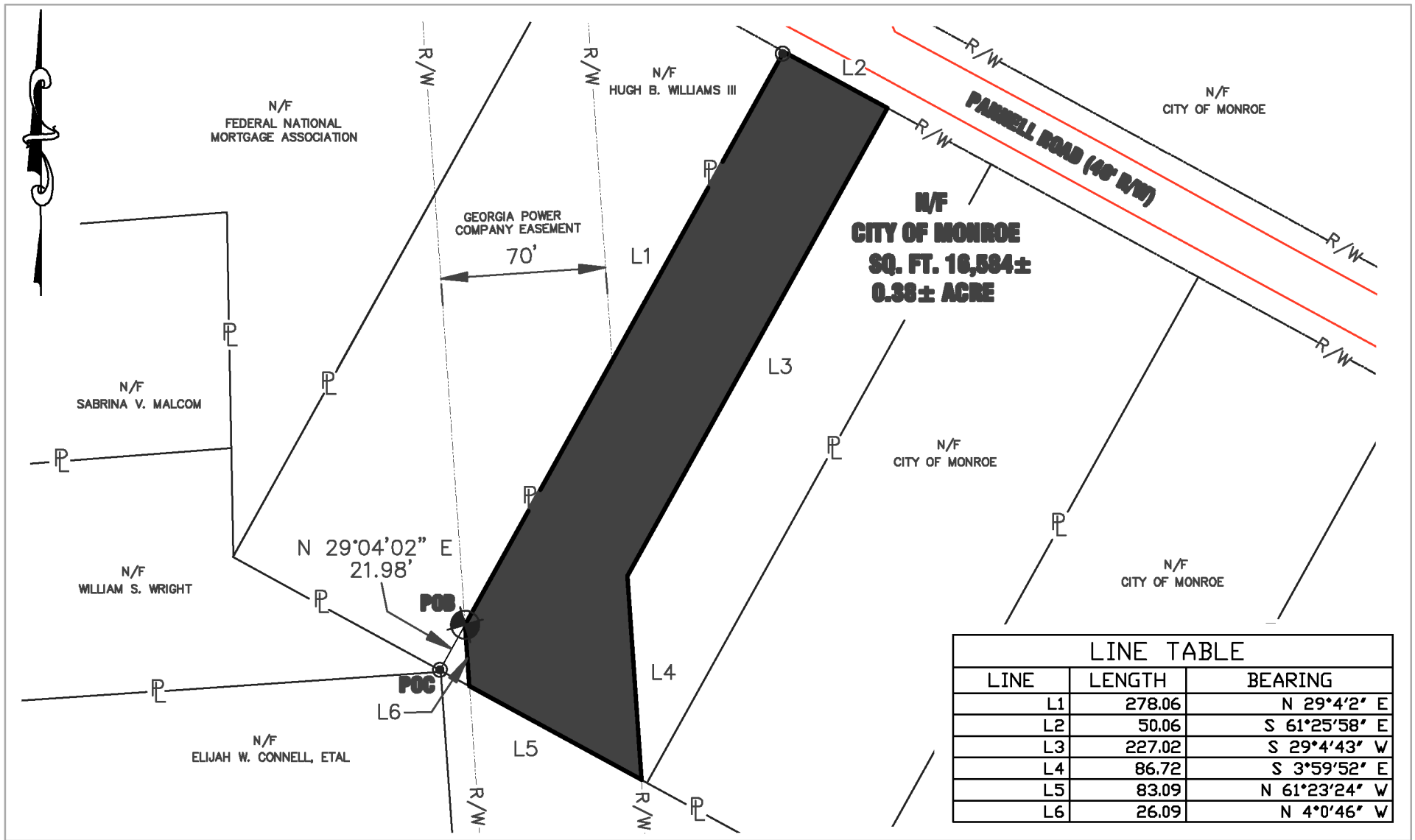
CROSSING THE PROPERTY OF

CITY OF MONROE

CITY OF MONROE, TOWN G.M.D. 419, WALTON COUNTY, GEORGIA

Item # 5

| | |
|------------|-----------|
| DATE | 2-18-10 |
| SCALE | 1" = 100' |
| DRAWN BY: | CS |
| EXHIBIT A | |
| SHT 2 OF 2 | |



| LINE TABLE | | |
|------------|--------|---------------|
| LINE | LENGTH | BEARING |
| L1 | 278.06 | N 29°4'2" E |
| L2 | 50.06 | S 61°25'58" E |
| L3 | 227.02 | S 29°4'43" W |
| L4 | 86.72 | S 3°59'52" E |
| L5 | 83.09 | N 61°23'24" W |
| L6 | 26.09 | N 4°0'46" W |

Reference GPC Map File #

GEORGIA POWER COMPANY - LAND DEPARTMENT

COORDINATE DATUM: NAD83(94), GEORGIA WEST ZONE

SYMBOL LEGEND

- IRON PIN SET
- IRON PIN FOUND
- ⊠ ROW MARKER
- ▨ GPC R/W MONUMENT
- ▨ QUITCLAIMED R/W
- EXISTING POLE
- ⊠ POINT OF BEGINNING (P.O.B.)
- P.O.C.= POINT OF COMMENCEMENT
- ▨ GPC REQUIRED R/W

PARCEL No. M0260011000

MONROE 46 KV

CROSSING THE PROPERTY OF

CITY OF MONROE

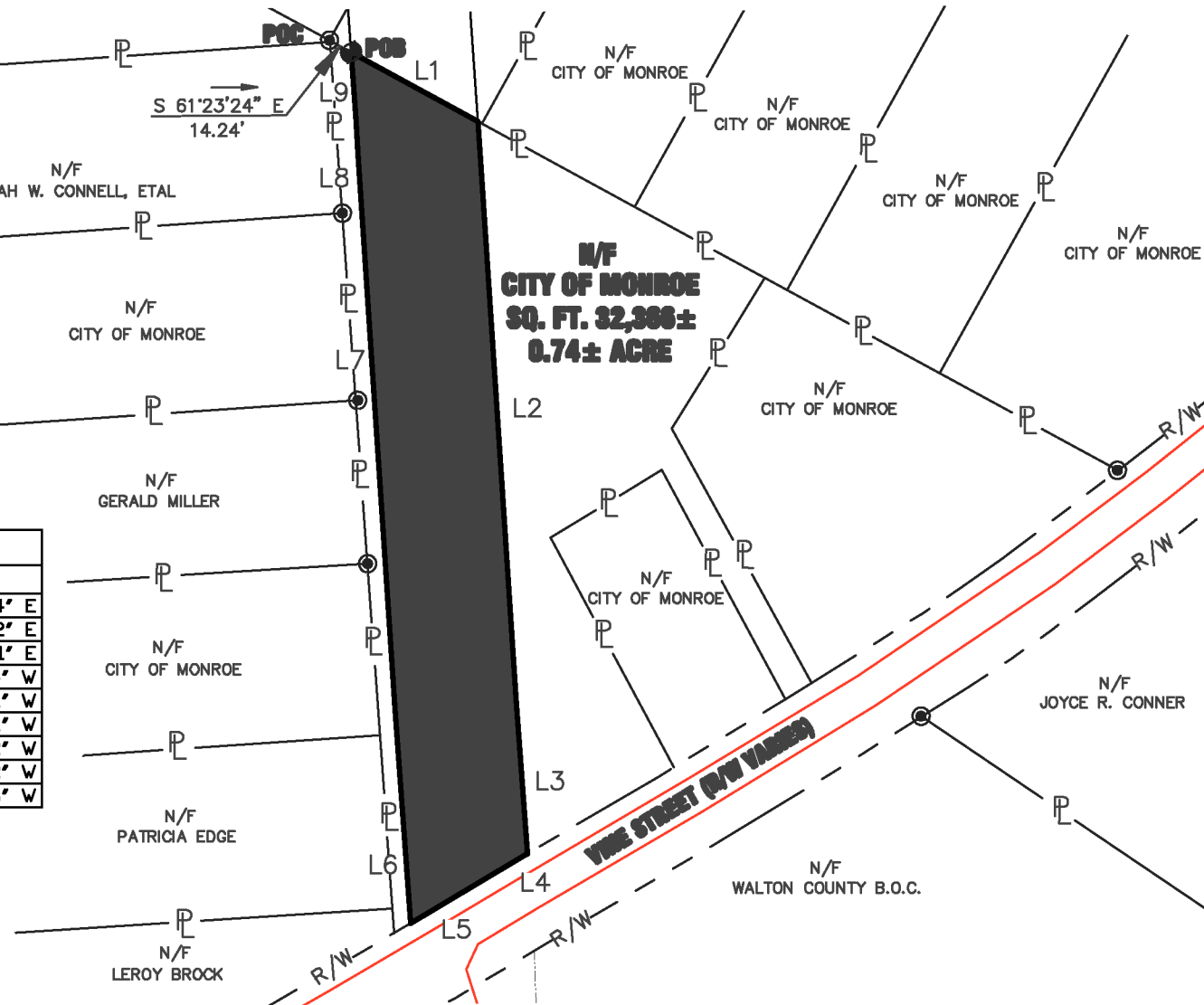
CITY OF MONROE, WALTON COUNTY, GEORGIA

Item # 5

| | |
|------------|----------|
| DATE | 2-9-10 |
| SCALE | 1" = 60' |
| DRAWN BY: | CS |
| EXHIBIT A | |
| SHT 1 OF 1 | |



| LINE TABLE | | |
|------------|--------|---------------|
| LINE | LENGTH | BEARING |
| L1 | 83.09 | S 61°23'24" E |
| L2 | 334.45 | S 3°47'52" E |
| L3 | 87.88 | S 4°9'21" E |
| L4 | 1.70 | S 59°32'54" W |
| L5 | 76.63 | S 59°10'11" W |
| L6 | 123.25 | N 4°9'21" W |
| L7 | 318.87 | N 3°47'52" W |
| L8 | 21.68 | N 3°47'52" W |
| L9 | 38.64 | N 4°0'46" W |



Reference GPC Map File #

GEORGIA POWER COMPANY - LAND DEPARTMENT

COORDINATE DATUM: NAD83(94), GEORGIA WEST ZONE

SYMBOL LEGEND

- IRON PIN SET
- IRON PIN FOUND
- ROW MARKER
- GPC R/W MONUMENT
- QUITCLAIMED R/W
- EXISTING POLE
- POINT OF BEGINNING (P.O.B.)
- P.O.C.= POINT OF COMMENCEMENT
- GPC REQUIRED R/W

PARCEL No. M0260017000

MONROE 46 KV

CROSSING THE PROPERTY OF

CITY OF MONROE

LAND LOT 67, 3rd DISTRICT, WALTON COUNTY, GEORGIA

Item # 5

| | |
|------------|-----------|
| DATE | 2-18-10 |
| SCALE | 1" = 100' |
| DRAWN BY: | CS |
| EXHIBIT A | |
| SHT 1 OF 1 | |