

# AGENDA WORK SESSION

TUESDAY, NOVEMBER 26<sup>TH</sup>  
WORK SESSION  
@ 6:00 PM

## MEETING CALLED TO ORDER

## AGENDA REVIEWED IN ITS ENTIRETY BEFORE DISCUSSION

## PUBLIC COMMENT ON ANY ISSUE (5 MINUTE LIMIT)

- Public Hearing 2014 Proposed Budget

## PRESENTERS (IF ANY)

- Monica Barber, Food Program Application
- Mitt Smith, EMS Training Program

## NEW BUSINESS

- 2014 Proposed Budget
- Food Program Application
- EMS Training Program
- Harris County Annexation Request
- Knology Utility Easement Agreement
- Knology Joint Use Pole Attachment Agreement
- Troup County SPLOST IV Amendment
- Littering & Parking
- Liquor, Malt Beverage & Wine License Application for West Point Liquor, Inc. dba Big Johns

## CONSIDER AGENDA ITEMS FOR WORK SESSION # 2

- Includes Public Hearing for:  
Annexation Request by Harris County

## MAYOR & COUNCIL COMMENTS

## ADJOURNED

[Next Meeting](#)

[Work Session: Thursday, December 5th @ 8:15 AM](#)

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November 25, 2013

**Agenda Item:** Annexation Request – Harris County (Northwest Harris Business Park)

**Purpose:** A request by Harris County to annex 126.986 acres on Highway 103 into the City of West Point.

**Background:** The property is contiguous to the current city limits of West Point. It is on the west side of Hwy 103 near the entrance to Johnson Controls. The property is being added to the NWHBP for future prospects. The zoning requested is I-2 (Heavy Industrial) which is the same as the existing park.

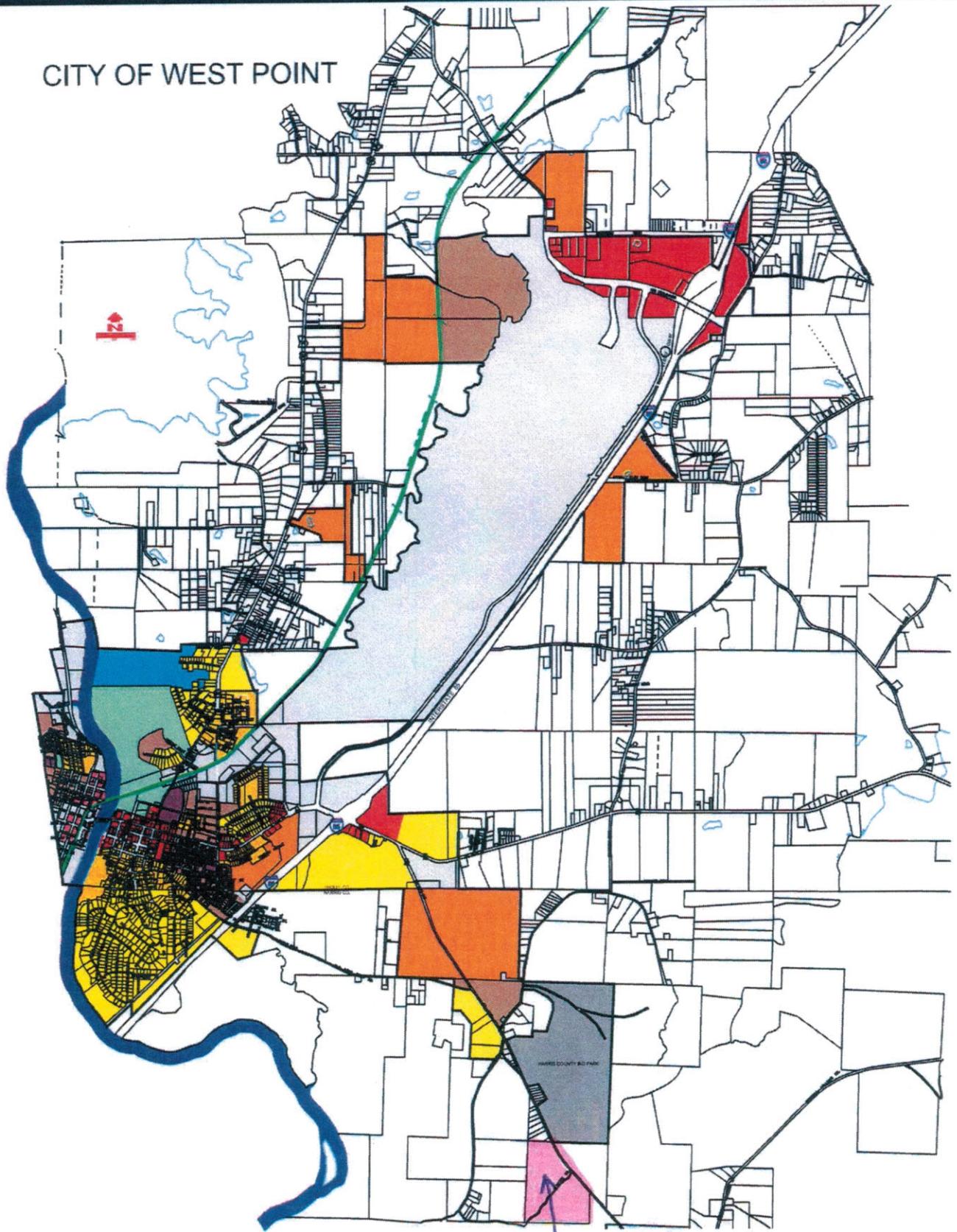
The application was forwarded to Harris County for review as required by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated. The county filed no objection to this annexation.

**Recommendations:**

Staff recommends the rezoning and annexation of this property into the City of West Point as I-2 (Heavy Industrial). The Planning Board will review this application at their December 2, 2013 meeting.



# CITY OF WEST POINT



**LEGEND**

- R-1A SINGLE-FAMILY-LOW DENSITY
- R-1 SINGLE-FAMILY-MEDIUM DENSITY
- R-2 MULTIPLE-FAMILY-HIGH DENSITY
- RPUD-1 RESIDENTIAL PLANNED UNIT DEVELOPMENT
- COH GENERAL COMMERCIAL DISTRICT
- CBD CENTRAL BUSINESS DISTRICT
- CHV HEAVY COMMERCIAL
- MXD-1 MIXED USE (residential / commercial)
- MXD-2 MIXED USE (residential / commercial / industrial)
- LI LIGHT INDUSTRIAL
- HI HEAVY INDUSTRIAL
- R/P RECREATION / PARKS
- C CEMETERY
- GS GREENSPACE

**SUBJECT PROPERTY**  
**OFFICIAL ZONING MAP**

This map is intended to be used in conjunction with the City of West Point Zoning Ordinance, Chapter 22 of the Code of Ordinances of the City of West Point, Texas.

APPROVED BY THE CITY COUNCIL

DATE: 10/15/2013

BY: [Signature]

**UTILITY/CABLE/CONDUIT EASEMENT**

STATE OF GEORGIA,

COUNTY OF TROUP.

THIS INDENTURE, made and entered into on this \_\_\_\_ day of November, 2013, by and between the **CITY OF WEST POINT**, a political subdivision of the State of Georgia (“Grantor”) and **KNOLOGY, INC.**, and its successors and assigns (“Grantee”);

WITNESSETH, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Grantor has this day bargained and sold, and by these presents does bargain, sell, convey, transfer, and deliver unto Grantee, a permanent easement and right of way, including the perpetual right to access and enter upon the Easements Areas (hereinafter described), at any time that it may see fit, and construct, maintain, repair, remove and/or operate copper telephone, coaxial cable, fiber, conduits, wires, equipment and appurtenances thereto or other similar facilities, including, without limitation, switches, amplifiers and other electronic equipment (the “Grantee Facilities”), over, upon, across, through, and under the Easement Areas, together with the right to excavate and refill ditches and/or trenches for the location of said Grantee Facilities, and the further right to remove or trim trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said Grantee Facilities. Grantor hereby agrees that the Grantee Facilities shall remain the property of Grantee, removable at Grantee’s option. Grantor, for itself and its successors and assigns, covenants that the Easement Areas shall not be used in any manner which might interfere with or damage the Grantee Facilities, or which might interfere with the maintenance, operation or removal of the Grantee Facilities. Grantor does hereby covenant with and warrant to Grantee that it has legal title to the Easement Areas and that it has a good and lawful right to convey the Easement Areas, or any part thereof. Grantee may record this Easement in the real property records of the county where the Easement Areas are located. Grantor will execute any and all further documents which Grantee reasonably requests

to assure Grantee the rights granted in this Easement and its ability to record this Easement in the public records.

In undertaking the rights hereinbefore referred to, the work of Grantee shall be done in a good and workmanlike manner by the Grantee and upon completion thereof, Grantee shall leave the premises of Grantor in reasonably clean and good condition and will restore the same to the extent reasonably possible.

The Easement Areas are situated in the City of West Point, County of Troup, State of Georgia, and are legally described on Exhibit A and depicted on Exhibit B, each attached hereto and incorporated herein.

TO HAVE AND TO HOLD said easement and right of way unto Grantee and unto its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has hereunto executed this instrument on the day and year first above written.

**CITY OF WEST POINT, GEORGIA** (SEAL)

BY: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF GEORGIA,

COUNTY OF TROUP.

I, the undersigned Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_ AND \_\_\_\_\_, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this \_\_\_\_ day of November, 2013.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

**EXHIBIT A**  
**Easement Area Descriptions**

**Legal Description**  
**Equipment Easement**

Commencing at a United States Corps of Engineers Property Line Monument No. 2546-1987; thence North 74 degrees 21 minutes 51 seconds East a distance of 798.66 feet to an iron pin set and the Point of Beginning. From said POINT OF BEGINNING thence North 13 degrees 32 minutes 44 seconds East a distance of 20.00 feet to an iron pin set; thence South 76 degrees 27 minutes 16 seconds East a distance of 20.00 feet to an iron pin set; thence South 13 degrees 32 minutes 44 seconds West a distance of 20.00 feet to an iron pin set; thence North 76 degrees 27 minutes 16 seconds West a distance of 20.00 feet to the Point of Beginning.

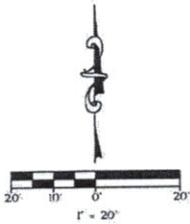
**Legal Description**  
**Access Easement**

Commencing at a United States Corps of Engineers Property Line Monument No. 2546-1987; thence North 74 degrees 21 minutes 51 seconds East a distance of 798.66 feet to an iron pin set; thence South 76 degrees 27 minutes 16 seconds East a distance of 20.00 feet to an iron pin set and the Point of Beginning. From said POINT OF BEGINNING thence North 13 degrees 32 minutes 44 seconds East a distance of 20.00 feet to an iron pin set; thence South 76 degrees 27 minutes 16 seconds East a distance of 20.00 feet to a point; thence South 13 degrees 32 minutes 44 seconds West a distance of 20.00 feet to a point; thence North 76 degrees 27 minutes 16 seconds West a distance of 20.00 feet to the Point of Beginning.

**Legal Description**  
**Cable Easement**

Commencing at a United States Corps of Engineers Property Line Monument No. 2546-1987; thence North 74 degrees 21 minutes 51 seconds East a distance of 798.66 feet to an iron pin set and the Point of Beginning. From said POINT OF BEGINNING thence South 13 degrees 32 minutes 44 seconds West a distance of 64.68 feet to a point; thence South 05 degrees 15 minutes 32 seconds East a distance of 36.35 feet to a point; thence South 84 degrees 44 minutes 28 seconds West a distance of 10.00 feet to a point; thence North 05 degrees 15 minutes 32 seconds West a distance of 38.00 feet to a point; thence North 13 degrees 32 minutes 44 seconds East a distance of 139.34 feet to a point; thence South 76 degrees 27 minutes 16 seconds East a distance of 10.00 feet to a point; thence South 13 degrees 32 minutes 44 seconds West a distance of 53.00 feet to an iron pin set; thence South 13 degrees 32 minutes 44 seconds West a distance of 20.00 feet to the Point of Beginning.

**LOCATION EASEMENT SURVEY**  
 PREPARED FOR  
**WIDE OPEN WEST, INC.**  
 PROPERTY BEING LOCATED IN  
 LAND LOT 318, 5TH LAND DISTRICT  
 CITY OF WEST POINT  
 TROUP COUNTY, GEORGIA  
 AUGUST 28, 2013



**Legal Description**

**① Equipment Easement**

Commencing at a United States Corps of Engineers Property Line Monument No. 2546-1987 thence North 74 degrees 21 minutes 51 seconds East a distance of 798.66 feet to an iron pin set and the Point of Beginning. From said POINT OF BEGINNING thence North 13 degrees 32 minutes 44 seconds East a distance of 20.00 feet to an iron pin set thence South 76 degrees 27 minutes 16 seconds East a distance of 20.00 feet to an iron pin set thence South 15 degrees 32 minutes 44 seconds West a distance of 20.00 feet to an iron pin set thence North 76 degrees 27 minutes 16 seconds West a distance of 20.00 feet to the Point of Beginning.

**Legal Description**

**② Access Easement**

Commencing at a United States Corps of Engineers Property Line Monument No. 2546-1987 thence North 74 degrees 21 minutes 51 seconds East a distance of 798.66 feet to an iron pin set thence South 76 degrees 27 minutes 16 seconds East a distance of 20.00 feet to an iron pin set and the Point of Beginning. From said POINT OF BEGINNING thence North 13 degrees 32 minutes 44 seconds East a distance of 20.00 feet to a point thence South 15 degrees 32 minutes 44 seconds West a distance of 20.00 feet to a point thence North 76 degrees 27 minutes 16 seconds West a distance of 20.00 feet to the Point of Beginning.

**Legal Description**

**③ Cable Easement**

Commencing at a United States Corps of Engineers Property Line Monument No. 2546-1987 thence North 74 degrees 21 minutes 51 seconds East a distance of 798.66 feet to an iron pin set and the Point of Beginning. From said POINT OF BEGINNING thence North 13 degrees 32 minutes 44 seconds East a distance of 20.00 feet to a point thence South 15 degrees 32 minutes 44 seconds West a distance of 20.00 feet to a point thence North 76 degrees 27 minutes 16 seconds East a distance of 20.00 feet to a point thence South 15 degrees 32 minutes 44 seconds West a distance of 20.00 feet to an iron pin set thence South 13 degrees 32 minutes 44 seconds West a distance of 20.00 feet to the Point of Beginning.

LATITUDE: 32.9243227  
 LONGITUDE: -85.0355681  
 TAX MAP: 094-3C-008-001

I HEREBY DECLARE THAT THIS SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

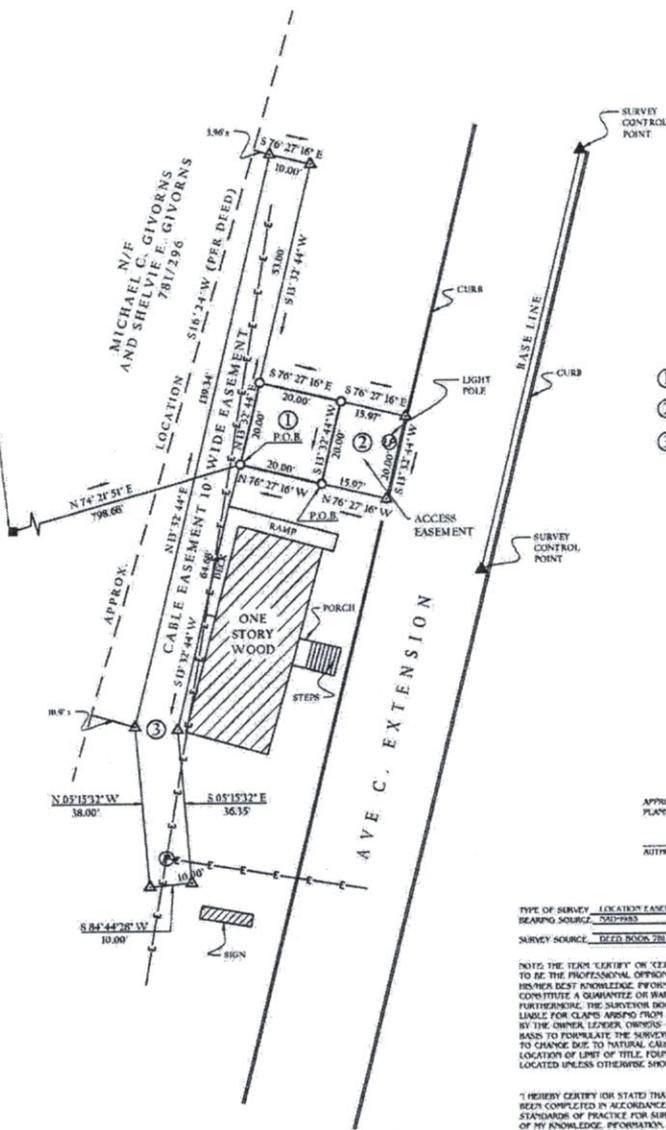
THE FIELD DATA UPON WHICH THIS MAP OR PLAN IS BASED HAS A CLOSEST PRECISION OF ONE FOOT IN \_\_\_\_\_ FEET AND AN ANGULAR ERROR OF \_\_\_\_\_ PER ANGLE POINT, AND WAS ADJUSTED USING \_\_\_\_\_ COMPASS \_\_\_\_\_ ALLE.

THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLONING AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN \_\_\_\_\_ FEET.

**LEGEND OF ABBREVIATIONS**

ALL BEARINGS AND DISTANCES CALCULATED UNLESS MARKED OTHERWISE  
 N = NORTH, S = SOUTH, E = EAST, W = WEST, SEC = SECTION, T = TOWNSHIP, R = RANGE  
 P.O.B. = POINT OF BEGINNING, P.O.C. = POINT OF COMMENCEMENT, CONC. = CONCRETE  
 AC. = ACRES MORE OR LESS, ° = DEGREES, ' = MINUTES OR FEET, " = SECONDS OR PICHES  
 OS = DEED BOOK, FB = PLAT BOOK, PD = PAGE, RB = RIGHT OF WAY, N/A = NOT APPLICABLE  
 BL = BUILDING LINE, M = MEASURED DISTANCE, R = RECORDED DISTANCE, C = CENTERLINE  
 D = SET FROM FDS WITH CAP, @ = IRON PIN FOUND, D = SET CONCRETE MONUMENT  
 B = CONCRETE MONUMENT FOUND, Δ = CALCULATED POINT, Δ = STAKE SET, --- = FENCE  
 --- = LINE NOT TO SCALE, NY = NOW OR FORMERLY, ST = STREET, CL = COUNTY ROAD  
 SR = STATE ROAD, EX. = EXISTING, PCON = PROPOSED, GUT. = GUTTER, C = CURB  
 COR. = CORNER, FID. = FLOOD, FSD. = FLOOD, AVE. = AVENUE, HWY. = HIGHWAY  
 RES. = RESERVE, D = FIRE HYDRANT WATER VALVE, P = POWER POLE, W = WATER METER  
 M = METER, PAV. = PAVEMENT, P.L. = PROPERTY LINE, S.W. = SIGN, E = ELECTRIC TRANSFORMER

P.O.C.  
 UNITED STATES CORPS OF  
 ENGINEERS PROPERTY  
 LINE MONUMENT NO.  
 2546-1987



- ① EQUIPMENT EASEMENT
- ② ACCESS EASEMENT
- ③ CABLE EASEMENT

APPROVED BY THE CITY OF WEST POINT  
 PLANNING AND ZONING DEPARTMENT

AUTHORITY \_\_\_\_\_ DATE \_\_\_\_\_

TYPE OF SURVEY: LOCATION EASEMENT SURVEY  
 BEARING SOURCE: 2013/08/28  
 SURVEY SOURCE: DEED BOOK 785 PAGE 254

NOTE: THE TERM "CERTIFY" OR "CERTIFICATION" AS USED ON THIS PLAN, IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THE SURVEYOR WHICH IS FORMULATED ON HIS/HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THE SURVEYOR DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LESSEE, CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THE SURVEYOR'S OPINION. WATER BOUNDARY LINES ARE SUBJECT TO CHANGE DUE TO NATURAL CAUSES AND MAY OR MAY NOT REPRESENT ACTUAL LOCATION OF LINE OF TITLE, FOUNDATIONS AND UNDERGROUND UTILITIES, ARE NOT LOCATED UNLESS OTHERWISE SHOWN OR NOTED.

I HEREBY CERTIFY OR STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF GEORGIA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

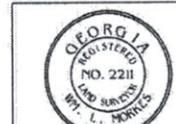
SURVEYOR'S SIGNATURE \_\_\_\_\_  
 GEORGIA LICENSE NUMBER #2218 DATE \_\_\_\_\_

NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY MORRES DESIGN GROUP, L.L.C. NO VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAYS, OR UNDERGROUND IMPROVEMENTS DO NOT EXIST.  
 THIS PLAN/DRAWING IS THE PROPERTY OF MORRES DESIGN GROUP, L.L.C. AND SHALL NOT BE REPRODUCED IN WHOLE OR PART WITHOUT THE EXPRESSED WRITTEN PERMISSION OF MORRES DESIGN GROUP, L.L.C.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 80-2 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 80-2-67.

NOTE: THIS PROPERTY IS IN A FLOOD ZONE AS DETERMINED BY SCALE FROM FIRM MAP

COMPUNY# 12078  
 FANCL# 028  
 DATED: JULY 3, 2012



NOT VALID UNLESS SIGNED WITH ORIGINAL SIGNATURE

MORRES DESIGN GROUP, L.L.C. 28 VETERANS MEM. PKWY. LANETT, AL 36863  
 TELEPHONE # (334) 642-5520 FAX # (334) 642-6545 E-MAIL: WWW.MORRESSURVEY.COM

EQUIPMENT USED: TOPCON GTS - 213  
 FIELD WORK: WLS-BL/BL/JAS  
 DATA FILE: MOW0930  
 DRAWING NO.: 2013-059  
 FLAT NO.: 2013-059

**GENERAL AGREEMENT FOR  
JOINT USE OF POLES**

PREAMBLE

THIS AGREEMENT, effective this   9th   day of   December  , 2013 (the "Effective Date"), by and between City of West Point, a corporation organized under the laws of the State of Georgia (hereinafter called the "Electric Company"), and Interstate Telephone Company, d/b/a KNOLOGY Georgia, a corporation organized under the laws of the State of Georgia (hereinafter called the "Telephone Company"), desiring to cooperate in the joint use of their respective Poles, erected or to be erected within the areas in which both Parties render service in the State of Georgia, whenever and wherever such use shall, in the estimation of both Parties, be compatible with their respective needs.

WHEREAS, in the areas in the State of Georgia served by both Parties, joint use of certain Poles is currently not governed by the terms of a Joint Use Contract, between the Electric Company and the Telephone Company; and

WHEREAS, the Parties desire to continue such joint use and to use other Poles jointly in the future, when and where such joint use will be of mutual advantage in meeting their respective service requirements.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto for themselves, their successors and assigns do hereby agree to the following terms and conditions:

ARTICLE I  
SCOPE OF AGREEMENT

This Agreement shall be in effect in areas in which both of the Parties render service and shall cover, subject to the terms of this agreement, all Poles of the Parties now existing or hereafter erected, excepting Poles, not yet in Joint Use, which carry, or are intended by the Owner to carry circuits or facilities of such a character that makes Joint Use of such Poles undesirable because of a bona fide technical or operational reason. This Agreement is intended to govern Attachments placed by the Electric Company for the purpose of providing services over its electric facilities; and the Telephone Company for the purposes of providing services over its communications facilities.

ARTICLE II  
DEFINITIONS

For purposes of this Agreement, the following terms when used herein shall have the following meanings:

- A. Agreement means this Joint Use Agreement entered into between the Electric Company and the Telephone Company.
- B. Allocated Space is the space reserved for each Party and is defined as follows:
1. For Electric Company - it is the exclusive use of eight feet (8') measured downward from the top of a Standard Joint Use Pole, including Pole top, transformer and other miscellaneous assemblies.
  2. For Telephone Company - it is the exclusive use of one (1) foot of space measured upward from the Initial Point of Attachment on the Pole. The Initial Point of Attachment shall be the lowest point on the pole required to provide at all times the Code minimum clearance above ground for the lowest horizontally run line, wire or cable attached in such space except where by mutual agreement of the field representatives of the Parties sound engineering practices dictate a higher minimum clearance. No Third Party shall place Attachments on the Pole below the point of the Telephone Company's Attachments if Telephone Company's attachments are placed at the lowest point on the pole required to provide minimum clearance above the ground.
- C. Anchor is a metal plate or screw placed in the ground to provide a counter load to the stringing tensions of Telephone Company or Electric Company plant. Anchors shall be of sufficient size to hold the load placed on it.
- D. Attachment is any wire, cable, strand, material, pedestal, or apparatus attached to a Joint Use Pole, excluding ground wires, service drops, (provided that the service drop attachment is located inside the allocated space on the pole as defined in Article 2 section B.2) now or hereafter used by either Party in the construction, operation or maintenance of its plant. Facilities which are bonded to a Pole ground, shall be considered an Attachment. The terms of this Agreement do not include attachment of equipment for use in wireless communications.
- E. Code means the National Electrical Safety Code (NESC), as amended from time to time.
- F. Emergency means a situation where the Pole is damaged, or subject to failing, and such failure is likely to jeopardize the general public.
- G. Joint Use means the occupancy, or reservation of space to the extent allowed by law, on a Pole by both the Owner and the Licensee.
- H. Joint Use Pole is a Pole upon which space is provided under this Agreement for the Attachments of both Parties, whether such space is actually occupied by Attachments or reserved therefore upon specific request and to the extent allowed by law.

- I. Licensee is the Party having the right under this Agreement to make Attachments to a Joint Use Pole that the other Party owns.
- J. Make-Ready Work means the work required to accommodate Licensee's Attachments on a Joint Use Pole, including, but not limited to, Rearrangement or Transfer of existing Attachments and the facilities of other entities, inspections, engineering work, tree trimming (other than tree trimming performed for normal maintenance purposes), and Pole Relocation and Replacement.
- K. Owner is the Party owning the Joint Use Pole.
- L. Party means either Electric Company or Telephone Company; collectively Electric Company and Telephone Company will be referred to as Parties.
- M. Permit means a request to attach to a pole submitted by the Licensee to the Owner for its review and approval prior to the placement of Attachments by Licensee.
- N. Place or Placement means the installation of a Pole suitable for Attachments.
- O. Pole or Poles include the singular and plural.
- P. Rearrange is to move Attachments from one position to another on a Pole.
- Q. Relocate is to change the location of an existing Pole by removing and reinstalling said Pole in a new location or installing a new Pole in the new location and removing the existing Pole.
- R. Replace or Replacement is to install a new Pole in close proximity to an existing Pole and removing the existing Pole.
- S. Reserved, as applied to space on a Pole, means unoccupied Allocated Space provided, and maintained by Owner, either for its own use or for Licensee's exclusive use, to the extent allowed by law. All Reserved space is subject to rental payments under the terms of this Agreement.
- T. Right-of-Way is the legal right to use the property of another.
- U. Standard Joint Use Pole means a forty (40) foot class five (5) wood Pole as classified by the Pole classification tables of the American National Standards Institute. Also included as Standard Joint Use Poles are those poles which the Licensee has accepted as suitable for its use by the installation of its Attachments to the Pole.
- V. Standard Space Allocation means the Allocated Space for the Electric Company and the Telephone Company.

- W. Third Party means a person or entity that is not a signatory to this Agreement. For purposes of this Agreement, Third Party Attachments shall be considered by the Licensee as Attachments of the Owner.
- X. Transfer is the removal of Attachments from one Pole and placing them upon another.
- Y. Unallocated Space is that part of a Pole not included in allocated space.

### ARTICLE III SPECIFICATIONS

- A. Joint Use Poles covered by this Agreement shall at all times be in conformity with all applicable provisions of law and with the minimum requirements of the Code in effect at the time the respective Attachments are made, the standards of the Owner which are required of all parties using Owner's poles and with such additional requirements as may be mutually authorized by both Parties. If any Attachments were in compliance with the Code and the standards of the Owner when made, but later become out of compliance with the Code and the standards of the Owner due to changes in the Code and/or the standards of the Owner and are not covered by any grandfather clause as to such Attachments, then such Attachments shall be brought into compliance with the Code and the standards of the Owner when any work is next performed on such Attachments. To the extent any requirements or specifications of the Code or standards of the Owner may conflict, the more stringent shall apply. This provision shall not be interpreted to impose an obligation on either Party to inspect existing Attachments every time the Code is amended.
- B. As long as the provisions of Code and/or the standards of the Owner in effect at the time the Attachments were made have been met, any Joint Use Pole in place before the Effective Date of this Agreement shall be deemed a Standard Joint Use Pole and satisfactory to both Parties and adequate for their requirements, whether or not the space allocations defined herein have been observed.

### ARTICLE IV CONDITIONS FOR USE OF SPACE

Subject to the terms and conditions of this Agreement, each Party hereby permits joint use by the other Party of any of its Poles in accordance with the Standard Space Allocation and the following:

- A. Either Party may use vertical space below its Allocated Space if the proposed use is authorized by the requirements of the Code and standards of the Owner and such use does not preclude the use of the space by the Party to which such space is allocated. Use of such space must be in compliance with all other provisions of this Agreement including Article XII, Rentals.

- B. If the Allocated Space is subsequently needed and the provisions of the Code and standards of the Owner cannot be met, then the Party to whom the space is not allocated, but who is utilizing the space allocated to the other Party pursuant to section A of this Article, shall be responsible, at its sole expense, for the cost of Rearrangement or Pole Replacement when necessary in order to accommodate the Party having the Allocated Space.
- C. So long as the provisions of the Code and standards of the Owner are met, Unallocated Space below that party's Allocated Space may be used for vertical runs and/or the mounting of equipment or Attachments by either Party. If the provisions of the Code and standards of the Owner cannot subsequently be met, then billing for any required modification will be in accordance with Article IX, Division of Costs. All other provisions of this Agreement, including Article III and Article XII shall apply to vertical attachments.

ARTICLE V  
ESTABLISHING JOINT USE OF POLES

- A. So long as the subject Pole is not excluded from Joint Use under the provisions of Article I, the Licensee may receive permission to install initial Attachments or place additional Attachments by submitting an Application and License (Permit) (Exhibit A) and receiving approval prior to placing such Attachments. Within fifteen (15) business days after the receipt of such completed application the Owner shall notify the applicant in writing whether the application is approved or rejected. If so approved or if not rejected within the fifteen day period, the pole will become a Joint Pole, and the Licensee shall have the right to place Attachments on such pole subject to all other provisions of this Agreement, including Article III. If the Permit is approved, it shall be considered Reserved for the Licensee's use and will be subject to all other provisions of this Agreement, including Article XII, Rentals. If Make-Ready Work is required before a Licensee can place its Attachments on a Pole, the Owner shall provide an estimate of the cost of such work and the amount which the Licensee shall be responsible for. Upon Licensee's approval of the estimated cost of Make-Ready Work, the Owner shall complete the Make-Ready Work in a reasonable time and promptly notify the Licensee in writing or by electronic means when the Make-Ready Work is completed. In emergency situations, the Owner will cooperate with the Licensee to have the Make-Ready Work performed on an expedited basis. If a Third Party must move its Attachments in order for Licensee to place its Attachments on a Pole, the Licensee shall pay the Third Party's reasonable Transfer costs. Licensee shall reimburse Owner for the actual costs of Make-Ready Work, however in no case shall the Licensee be responsible for Make-ready Work in excess of 20% of the Owner's estimate unless Licensee has revised the character of attachments or has otherwise modified its plans from those originally submitted to Owner.
- B. Whenever Licensee desires to add to or upgrade its facilities in an existing Joint Use Pole line, it will submit a Permit in the form of Exhibit A to Owner specifying the type of existing and proposed facilities to be attached to Owner's poles. If the existing

pole is insufficient for the existing and proposed new facilities, Owner shall rebuild the Pole/Poles to accommodate Licensee's upgraded facilities. For a Pole erected to replace such Joint Use Pole solely because the existing Pole is of insufficient height or strength to provide adequately for Licensee's requirements, and where such Joint Use Pole at time of erection or by Attachment thereto by Licensee had been previously pronounced satisfactory, then Licensee shall thereupon pay to the Owner the cost of the Replacement Pole, including Transfers and Rearrangements of the Owner and the cost of removal of the old pole, less salvage. Upon Licensee's request, Owner shall provide Licensee with documentation to support Owner's cost demand.

- C. Notwithstanding sections (A) and (B) above, Licensee is not required to submit a Permit or otherwise provide notice before placing non-guyed service wires.
- D. Each Party shall place its own Attachments on the new Joint Use Poles and place appropriate guys to sustain any unbalanced loads caused by its Attachments in advance of tensioning conductors or strand and/or placing cable. Guys shall be installed prior to the placement of any wires or associated equipment. The foregoing shall not apply to service drops.
- E. In the event Owner discovers: a) unreported Attachments, excluding non-guyed service drop Attachments; b) unauthorized use of Owner's anchors as outlined in Article IX, Division of Costs; and/or c) authorized Attachments which do not comply with requirements of Article III, Specifications, hereinafter "irregular plant conditions", Owner shall inform Licensee of the same. Owner shall also state whether any pole on which unreported attachments has been placed is excluded from Joint Use under Article I of this Agreement. Licensee shall, within thirty (30) days of receiving notice of any unreported attachments: (1) remit to Owner any unpaid rental due for such Attachments; and (2) remove any Attachments made to poles which are excluded from Joint Use. A completed Permit for all unreported Attachments made to Joint Use Poles shall accompany payment. For purposes of determining unpaid rental for each unreported Attachment in the event that the time of installation cannot be determined, it shall be deemed to have occurred on the date succeeding the day on which the last physical inventory was performed in accordance with Article XII, Rentals.
- F. Within forty-five (45) days of receiving notice from Owner, Licensee, at its sole expense, shall, replace, relocate or modify all or any: a) unreported Attachments, excluding non-guyed service drop Attachments; b) unauthorized Attachments to Owner's anchors as outlined in Article XIX, Division of Costs; and/or c) Attachments which do not comply with requirements of Article III, Specifications. Licensee shall notify Owner of the performance of such work within two (2) weeks of its completion.

- G. Costs in connection with establishing Joint Use Poles, including any necessary Pole Replacements, shall be borne by the Parties hereto in the manner provided in Article IX, Division of Costs.

ARTICLE VI  
ERECTING, REPLACING OR RELOCATING JOINT USE POLES

- A. Existing Joint Use, Owner Upgrades Its Facilities. In the event that Owner desires to upgrade its facilities in a manner that would require action by the Licensee in an existing Joint Use Pole line, Owner will notify Licensee in writing or by electronic means of this desire, and also when construction of the new Pole is completed or required Rearrangements have been made. Transfer of Licensee's facilities shall be governed by Article VIII, Maintenance of Poles and Attachments.
- B. In emergency situations, or in non-emergency situations with the prior written consent of the other Party, a Party may Replace Poles for the other Party. Where Poles are Replaced on an emergency basis, the Party Replacing the Poles shall give the Pole Owner verbal notice of the emergency situation as soon as practicable and give written notice of the Replacement within five (5) business days of making the Replacement. The Owner shall pay the other Party all reasonable costs associated with such Replacement. The new Pole shall remain the property of the original Owner whose Pole was Replaced.
- C. Each Party shall place its own Attachments on the new Joint Use Poles and place appropriate guys to sustain any unbalanced loads caused by its Attachments in advance of tensioning conductors or strand and/or placing cable.
- D. Costs in connection with establishing new Joint Use Poles shall be borne by the Parties hereto in the manner provided in Article IX, Division of Costs.

ARTICLE VII  
RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

- A. Each Party shall be responsible for obtaining its own Rights of Way. When new lines are constructed after the effective date of this Agreement, the Owner may obtain suitable right-of-way for both Parties on Joint Use Poles, using a form substantially similar to Exhibit B. Said right-of-way easements shall be in sufficient detail for identification and Licensee may receive a copy of any such easement for the purpose of insuring that it is duly recorded in the public records of the county in which the right-of-way easement is located. No guarantee is given by the Owner of permission from property owners, municipalities, or others for the use of its Poles by the Licensee.
- B. The Owner shall, when constructing a new Joint Use Pole line, clear a right-of-way sufficient for both Parties. Subsequent trimming shall be the responsibility of the Party requiring the trimming. The Parties may develop, by mutual agreement,

arrangements for sharing costs of subsequent trimming and repetitive clearing to insure safe access to the poles and facilities of each Party.

## ARTICLE VIII MAINTENANCE OF POLES AND ATTACHMENTS

- A. The Owner shall, at its own expense, maintain its Joint Use Poles in a safe and serviceable condition, in accordance with Article III, Specifications, and shall Replace, reinforce or repair Poles that, in the Owner's judgment, become defective.
- B. Whenever it is necessary to Replace or Relocate a Joint Use Pole, the Owner shall, before making such Replacement or Relocation give reasonable notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed Replacement or Relocation and the Licensee shall at the time so specified Transfer its Attachments to the new or Relocated Joint Use Pole.
- C. An alternate method of notification (as opposed to the above described written method of notification) may be used when mutually agreed upon by both Parties. The electronic notification system of pole transfer request, provided by the National Joint Utilities Notification System ("NJUNS"), may be used as the notification required by this article. As a prerequisite for use of this system, both Parties shall have and utilize the necessary electronic equipment required by NJUNS for this system.
- D. Should the Licensee fail to Transfer its Attachments to the new Joint Pole on the date specified for such Transfer of Attachments (after all Owner responsible Transfers have been accomplished), the Owner may elect to relinquish the ownership of the old pole from which it has removed its Attachments, with the giving of verbal notice to be subsequently followed in writing. If the Owner so elects, such old pole shall thereupon, at no cost to the Licensee, become the property of the Licensee, as is, and the Licensee shall save harmless the former Owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such pole or of any Attachments thereon. In instances where the Electric Company is the Owner of such pole, the unused portion of the Pole above the Licensee's Attachments shall be cut off and removed by the Owner before relinquishing ownership, if the pole remains in structural conflict with the power route. Licensee shall reimburse Owner for the costs incurred in removal of the "unused portion of the Pole."
- E. Should the Licensee fail to Transfer its Attachments to the new Joint Pole after the date specified for such Transfer of Attachments and after all Third Party and Owner responsible Transfers have been accomplished, whichever is later ("Licensee Transfer Date"), and if the Owner does not elect to relinquish the ownership of the old Pole from which it has removed its Attachments, the cost incurred by the Owner to return to the job site and remove the old pole will be paid by the Licensee. In the event the

Licensee notifies the Owner that the Transfer has been accomplished and the Owner returns to the job site to remove the old Pole and discovers that the Transfer has not been made, then the Licensee will pay the Owner's cost of the trip to and from the job site. The intent of this paragraph is to ensure timely Transfers and minimize situations of two or more Poles needlessly remaining at the same location for extended periods of time.

- F. When Replacing a Joint Use Pole, the new Pole will be installed as closely as possible to the existing Pole unless special conditions make it necessary to set it in a different location.
- H. In the event of termination of the rights of the Parties to attach to additional Joint Use Poles, the Parties may continue to place additional Attachments on existing Joint Use Poles, subject to the normal permitting processes as provided for in Article V, Establishing Joint Use of Poles, and to maintain their existing Attachments.

#### ARTICLE IX DIVISION OF COSTS

- A. The cost of establishing a new Joint Use Pole line shall be borne by the Parties in accordance with the following:
  - 1. A Standard Joint Use Pole, or smaller, shall be erected at the sole expense of the Owner.
  - 2. In the case of a Pole larger than the Standard Joint Use Pole required by either Party, the Party requiring the extra height and/or class shall pay for the additional reasonable costs in excess of a Standard Joint Use Pole. If Owner adds features or betterments not required by Licensee, Owner shall pay the costs associated with such features or betterments.
- B. The cost of establishing joint use on existing Pole lines or modifying existing Joint Use Pole lines shall be borne by the Parties in accordance with the following:
  - 1. For Placement of intermediate Poles or Replacement of non-defective Poles for the Licensee, the Licensee shall pay the total reasonable cost of the intermediate Pole or the Replacement Pole and the Owner's costs to Transfer its facilities and the cost of removal of the old pole, less salvage. Licensee shall be responsible for Transferring its own facilities.
  - 2. For Replacement of existing defective Poles with a new Pole of the same size or class shall be done at the expense of the Owner. Each Party shall be responsible for Transferring its own facilities.
- C. Except as otherwise specifically provided in this Agreement, each Party shall bear the

costs of placement, Transfer, and Rearrangement of its own Attachments, place guys and Anchors to sustain any unbalanced loads caused by its Attachments, and perform any tree trimming or cutting incident thereto.

1. Licensee is prohibited from using Owner's existing anchors without the express written consent of Owner. If such use of Owner's anchor is requested by Licensee, or found existing in the field, Licensee will pay Owner for any costs incurred in evaluating the overall holding capacity of the existing anchor as a result of imposition of Licensee's load on said anchor. If the anchor is sufficient to support the existing and proposed loads, and if such use is approved by Owner, Licensee shall pay to Owner a fee equal to one half the current installed cost of such anchor.
  2. Notwithstanding the foregoing, where one Party provides, at the request of the other Party, double thimble anchor rods and anchors for the use of both Parties, the Party requesting the double thimble anchor rods and anchors shall pay to the Party placing the double anchor rods and anchors a sum equal to one-half the cost of the anchor rods and anchors in place.
  3. In cases where existing anchor rods and anchors are adequate for the needs of only one Party, the Party desiring additional guys and anchors may install anchors and anchor rods at no expense to the other Party; or, in case of right-of-way restrictions, may provide a double thimble anchor rod and anchor to which the other Party can Transfer its existing guy at its own expense.
- D. In the case of a Pole larger than the Standard Joint Use Pole where the additional height and/or strength required is for the purpose of both Parties, the reasonable cost of the increase above a standard Joint Use Pole shall be shared equally by both Parties, with Owner being responsible for the cost of a Standard Joint Use Pole and Licensee being responsible for one half of the reasonable expense of the additional height or strength.
- E. When less costly Rearrangements can be performed by either Party which would defer the cost of Replacing a Pole, the Parties shall work together to attempt to minimize costs with the Owner retaining the right to replace its Poles when it deems appropriate.
- F. Any payments made by the Licensee under the foregoing provisions of this Article shall not entitle the Licensee to ownership of any part of said Pole.
- G. Each Party shall bear the actual reasonable cost of repairing damages to the other Party's facilities occasioned by its improper construction practices, its negligence, or the negligence of others acting on its behalf.

H. Either Party may request reasonable documentation supporting any demand for payment.

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**ARTICLE X  
CHANGE IN THE CHARACTER OF CIRCUITS**

When either Party desires to change or upgrade its system which causes it to exceed its Allocated Space and to Replace pole(s) in a joint use route, it shall give the other Party sixty (60) days' written notice of such contemplated change. Within thirty (30) days of receipt of such notice given by the Party making the change, the other Party shall respond in writing whether it agrees to joint use with the proposed changes. In any event, the work shall proceed in accordance with the provisions below:

1. The parties hereto shall work together in good faith to determine which facilities shall be removed from existing points on the Joint Use Poles involved and the cost of establishing such changes in a new position on such poles, or in a new location elsewhere, so that the Party not requiring the change can continue to furnish the same service that existed before the changes were proposed.
2. If the Party requesting the upgrade ("the Requesting Party") is the Owner, the Requesting Party shall be responsible for the costs associated with the pole replacements in the manner set forth below, and its own transfer costs. If the project involves 20 poles or less, the Licensee shall bear the costs of transferring its facilities. If the project involves more than 20 poles, the Owner shall pay a pro-rata share of the Licensee's transfer costs based on the following percentage: the numerator shall be the total number of poles in the project less 20 and the denominator shall be the total number of poles (including the first 20). The Licensee is responsible for paying the remainder of its transfer costs. Notwithstanding the foregoing, if the replacement poles are not suitable for joint use and, as a result, Licensee is prohibited from relocating its facilities to the new poles, the Requesting Party shall be responsible for reimbursement of the costs incurred by Licensee to make changes so that the Licensee can continue to meet its service requirements.
3. If the Requesting Party is the Licensee, the Requesting Party shall pay the Owner the difference between the in-place cost of the taller/stronger poles and the in-place cost of the Standard Joint Use Pole, as well as the then in-place value of the poles replaced. The Requesting party shall also be responsible for the costs incurred by both parties to transfer their facilities to the new poles.
4. In either case, ownership of any new Poles placed pursuant to this Article shall remain with the Owner of the poles that were replaced, unless otherwise agreed to by the Parties in writing.

A party shall not attempt to circumvent subsection (2) of the Article by dividing a project into smaller segments.

## ARTICLE XI ABANDONMENT

- A. If the Owner decides at any time to abandon any Joint Use Pole, it shall give the Licensee notice in writing or by electronic means at least sixty (60) days prior to the date on which it intends to abandon such Pole. If at the expiration of said period, the Owner and any Third Parties have no Attachments on such Pole but the Licensee shall not have Relocated or removed all of its Attachments therefrom, the Owner may send Licensee written notice that Owner intends to transfer ownership of the Pole to Licensee. If Licensee does not remove its Attachments from the Pole within ten (10) days of receipt of Owner's notice of intent to transfer ownership, Owner may transfer ownership of the Pole to Licensee by sending Licensee written notice of the transfer of ownership. Upon receipt of Owner's notice of transfer of ownership, the Pole shall then become the property of Licensee and Licensee shall save harmless the former Owner from all obligations, liabilities, damages, costs, expenses or charges incurred thereafter arising out of the presence, location or condition of such Pole or any of Licensee's Attachments thereon, unless such liabilities or damages arise from the negligence or intentional acts or omissions of the former Owner.
- B. If Licensee decides to transfer its Attachments after Pole ownership has been transferred, Licensee may do so, but Licensee will be responsible for the pulling and disposal of the old Pole(s).
- C. This Article may not be used to circumvent the procedures set forth in this Agreement regarding Transfers.

## ARTICLE XII RENTALS

- A. Rental. The rental rate for attachments shall be Twenty Dollars (\$20.00) paid by the Telephone Company and Twenty Dollars (\$20.00) paid by the Electric Company. The effective date of this rental rate is January 1, 2014 and is to be paid no later than January 30, 2014 for the number of Joint Use Pole Attachments in use as of the preceding December 1, 2013.
- B. Netting. Rather than Electric Company and Telephone Company issuing separate bills, the Party owning the greater number of Joint Use Poles shall calculate the amounts due for each party and reduce the amount billed by the rental due the other Party, so that a net bill is issued. After the netting process, the predominant pole owner will prepare and forward an invoice on or about the tenth day of December. Payment shall be due within thirty (30) days from submission of invoice by the predominant pole owner. In the event that payment of an invoice is not received by the predominate pole owner on or before the date due, or is underpaid, the party

receiving the invoice shall pay in addition to the amount due, interest in the maximum amount allowed by State law.

- C. Annually on or before December 1st, the Parties acting in cooperation shall subject to the provisions of this Article, tabulate the total number of Joint Use Poles in accordance with procedures agreed upon by the respective Parties.
- D. For the purpose of computing the total annual rental fee due hereunder, the total fee shall be based upon the number of Joint Use Poles determined by the current physical Pole inventory plus any additional Poles brought under this Agreement, or minus any Poles deleted from this Agreement.
- E. At intervals of not less than five (5) years and at the written request of a Party, an actual physical inventory of Joint Use Poles, may be made jointly by the Parties. When a third-party is to perform the inventory, each Party to this Agreement shall provide a list of their approved contractors to participate in a bid. The Parties shall cooperate in the selection of the contractor, and if one can be agreed upon, the Parties shall share equally the costs of the inventory. If the Parties cannot agree upon a contractor, each Party shall select their own representative to conduct an inventory, with the cost of such representative to be borne by the Party employing them. If any difference in the number of Joint Use Poles is found between the actual physical inventory and the previous inventory adjusted by any Attachments added or Attachments removed since the last inventory, the differential will be prorated as if the subject Attachments were placed in equal numbers over the years that have elapsed since the prior inventory and shall be billed and paid at the then appropriate rate in effect.

### ARTICLE XIII PERIODICAL ADJUSTMENT OF RENTALS

For the year ending 2015 and at intervals of not less than every three (3) years thereafter, the rental rates applicable under this Agreement shall be subject to joint review and revision upon the written request of either Party. Such written request shall be made at least 90 days prior to January 1 of the year the new rental rates will be effective. If any such request is made, the Parties shall negotiate in good faith to reach a mutually satisfactory rental rate.

### ARTICLE XIV THIRD PARTY RIGHTS

- A. If either Party hereto had, prior to the execution of this Agreement, conferred upon Third Parties, by contract or otherwise, rights or privileges to occupy any Poles covered by this Agreement, nothing contained herein shall be construed as affecting such existing rights and privileges.

- B. Following the Effective Date of this Agreement, an Owner shall have the right, by contract or otherwise, to grant permission to Third Parties to occupy Poles covered by this Agreement. To the extent allowed by law, such future Attachments shall not be located within the Allocated Space of the other joint use Party unless that other Party agrees in writing to such occupancy, and such agreement, if any, shall in no way waive that other Party's right to occupy its Allocated Space in the future as long as that Party has Reserved the space subject to all other provisions of this Agreement, including Article XII, Rentals.
- C. With respect to any rights and privileges granted under this Article to Third Parties, Licensee shall not have to Transfer or Rearrange its Attachments to provide space for a Third Party until the Third Party pays for Licensee's associated costs so long as Licensee's Attachments have been made in accordance with terms of this Agreement. The Third Party shall be given 30 days to make payment for costs of Rearrangements to Licensee, and upon receipt of said payment, Licensee will, within 30 days, make all necessary changes to accommodate the Third Party facilities.

#### ARTICLE XV ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement, neither Party shall assign or otherwise dispose of this Agreement or any of its rights, obligations or interests hereunder, to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Provided, however, that nothing herein contained shall prevent or limit the right of either Party to mortgage any or all of its property, rights, privileges and franchises, or to lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such Party, or to enter into any merger, sale or consolidation; and, in case of the foreclosure of such mortgage or in case of such lease, transfer, merger, sale or consolidation, such Party shall cause its rights and obligations hereunder to pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, purchaser, merging or consolidating company, as the case may be and such Party shall give notice of the event to the other party not later than the effective date of such lease, transfer, merger, sale or consolidation.

#### ARTICLE XVI FORCE MAJEURE

Deadlines for completing work and providing notice under this Agreement shall be suspended for a reasonable period upon the occurrence of a Force Majeure event. These Force Majeure events include, but are not limited to, the following:

1. Hurricanes or other severe weather conditions;
2. Act of war, terrorism, or civil unrest; and

3. Federal embargos, priority orders, or other restrictions imposed by the federal government.

#### ARTICLE XVII PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its property upon said Joint Use Poles, and the taxes and assessments which are levied on said Joint Use Poles shall be paid by the respective Owners thereof.

#### ARTICLE XVIII INSURANCE

Each party to this Agreement shall take out and maintain throughout the period during which this Agreement shall remain in effect the following minimum insurance:

- A. Workers' compensation insurance covering all of the Party's employees, as required by law.
- B. Public liability and property damage liability insurance covering all operations under this Agreement with limits of at least \$1,000,000 for bodily injury or death and \$1,000,000 aggregate coverage during the policy period. Failure to maintain the required insurance coverage will not relieve a Party from liability provided for herein should a loss occur. Similarly, if a loss for which a Party is liable exceeds the insurance policy limits a Party will not be relieved from liability provided for herein.
- C. Automobile liability insurance of not less than \$1,000,000 for personal or property damage stemming from the use of all self-propelled vehicles used in connection with this Agreement, whether owned, non-owned or hired.
- D. Each Party shall furnish to the other Party, upon request, a certificate evidencing compliance with the foregoing requirements. This certificate will list the other Party as additional insured. In the event of cancellation of any of the said policies, the insured company shall give the party to whom this certificate is issued prior notice of such cancellation.
- E. In lieu of paragraphs A-D above, the Parties may self-insure for the above-referenced coverages. Licensee shall present valid proof of self-insurance upon Owner's request.

#### ARTICLE XIX INDEMNIFICATION

Each party to this Agreement shall, to the extent allowed by law, indemnify, protect, save, defend and hold harmless the other party from and against any and all loss, cost,

damage, injury, claim, demand, action, suit, judgment, reasonable expenses, reasonable attorney's fees and reasonable court costs, including, but not limited to, any and all claims for damages to property and injury to or death of persons and claims made under any Workers' Compensation Law, caused by, or arising out of, the sole negligence or intentional acts/omissions of the indemnifying Party, its employees, contractors or agents. If the indemnifying party is obligated to defend the indemnitee in a legal proceeding, the indemnitee may choose its own counsel, provided that the fees charged by such counsel are reasonable in the venue where the incident occurred.

## ARTICLE XX BILLS AND PAYMENT

- A. Upon completion of any work done by one Party for which payment is due from the other Party, the Party performing the work shall present to the other Party, within ninety (90) days after the completion of the work, a bill showing the amount due and a breakdown of the cost. The Parties will cooperate to ensure that both are provided the necessary information to certify that said bills are correct.
- B. If the owing Party disputes the bill or any portion thereof, it must do so through electronic or written means within thirty (30) days after receipt thereof. Further, the owing Party must pay any undisputed amount due. The disputed amount shall be addressed through the Dispute Resolution process set forth in Article XXII.
- C. Any amounts billed hereunder shall be due within forty-five (45) days of the date of the invoice detailing the amount owed. Any amount not timely paid shall accrue interest at the rate of 1.5% per month beginning forty-five (45) days after the date of the invoice and continuing until paid unless the amount is disputed. In case of any disputed amount, the party disputing the amount owed shall timely pay the undisputed amount.

## ARTICLE XXI DEFAULTS

- A. If either Party shall default on its obligations under this Agreement and such default continues sixty (60) days after due notice thereof in writing by the other Party, the Party not in default may, at its option, and without further notice, declare this Agreement to be terminated in its entirety. In addition, the Party not in default may terminate the permit covering the pole or poles in respect to which such default or noncompliance occurred. If Licensee fails promptly to remove such attachments, Owner may take all steps necessary to safely remove such some or all of Licensee's attachments without any liability to Owner, and all cost necessary to remove such attachments safely shall be borne by Licensee. In case of such termination, no refund of accrued rental shall be made.

- B. If Licensee shall default in the performance of any work which it is obligated to do under this Agreement, the Owner may elect to do such work, and the Licensee shall reimburse the Owner for the cost.
- C. The remedies set forth in this Article are cumulative and in addition to any and all other remedies Owner may have at law or in equity.

ARTICLE XXII  
DISPUTE RESOLUTION

- A. Prior to the initiation of any litigation, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through escalation to upper management. Good faith participation in these procedures shall be a condition precedent to any litigation. Upon notice that all subsequent discussions and negotiations between the Parties are intended to be an effort to compromise and settle matters between the Parties, all subsequent discussions, meetings, and negotiations pursuant to this Article shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and Georgia's rules of evidence.
- B. Enforcement. The Parties regard the aforesaid obligation to escalate matters in controversy to upper management as an essential and material provision of this Agreement and one that is legally binding upon them. In case of a violation of such obligation by either Party, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

ARTICLE XXIII  
INTERPRETATION AND JURISDICTION

This Agreement shall be interpreted under applicable federal and state laws and shall be construed in its entirety according to its plain meaning. Any action relating to this Agreement or arising out of its terms and conditions shall be instituted and litigated in a court of competent jurisdiction.

ARTICLE XXIV  
WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XXV  
NO JOINT VENTURE

It is agreed by and between the Parties that none of the obligations and undertakings herein creates a partnership or joint venture between the Electric Company and the Telephone Company.

ARTICLE XXVI  
NOTICES

A. Whenever notice is required to be given under the provisions of Articles XIII (Periodical Adjustment of Rates & Costs), XV (Assignment of Rights), XVIII (Insurance), XIX (Liability), XXI (Defaults), XXII (Dispute Resolution), XXVII (Term of Agreement), or paragraph (c) of this Article XXVI (for change of addresses), such notice shall be in writing, sent certified or registered mail, return receipt required or by a carrier providing proof of delivery, and shall be sent to the following addresses:

The Electric Company

Official/Legal Notices:

City Manager  
City of West Point  
Address: 730 1st Ave, 31833  
Phone Number 706-645-2226

Operational Notices:

Electric Utility Director  
West Point Utilities  
Address: P.O. Box 487, West Point, Georgia 31833  
Phone Number: 706-645-3545  
Emergency Phone Number: 911

The Telephone Company:

Operational Notices:

KNOLOGY  
Area Manager  
1241 O.G. Skinner Drive, Georgia 31833  
Phone Number:  
Emergency Phone Number:

Official/Legal Notices:

KNOLOGY  
Attn: Legal Department  
Address: 1241 O.G. Skinner Drive, Georgia 31833  
Phone Number:

- B. Any other notice to be given under the terms of this Agreement shall be given by mail, facsimile to the above addresses, or by electronic means using the National Joint Use Notification System.
- C. Either Party may change the address for notice pursuant to paragraph (a) above by written notice to the other Party.

#### ARTICLE XXVII TERM OF AGREEMENT

Subject to Article XXI, Defaults, this Agreement shall remain in effect for ten (10) years from the date hereof unless terminated by either Party by providing written notice of its intention to do so not less than one hundred eighty (180) days prior to the date of termination. Upon the termination of the Agreement, the Licensee shall remove its attachments from the poles of the Owner within one year after the effective date of the termination. Should the Licensee fail to comply, the Owner may elect to do such work and the Licensee shall pay the Owner the cost of such work. Until the attachments are removed from the poles, Licensee shall continue to pay the annual rental amount then in effect. The rental amount shall be prorated based to the date the attachments are removed.

#### ARTICLE XXVIII EFFECTIVE DATE AND PRE-EXISTING AGREEMENTS

This Agreement shall supersede any prior agreements entered by and between the Parties for Joint Use Poles within the territory covered by this Agreement. Nevertheless, with regard to Poles existing prior to the Effective Date of this Agreement, the Owner shall not be required to replace any such Poles with a Standard Joint Use Pole as defined in Article II(U) of this Agreement unless the Licensee pays all reasonable costs of Replacement and all costs of Transfers or modifications relating to such Replacement as provided for in this Agreement.

#### ARTICLE XXIX SUPPLEMENTAL ROUTINES AND PRACTICES

Nothing in the foregoing shall preclude the Parties to this Agreement from preparing such supplemental agreements, operating routines or working practices as they mutually agree, in writing, to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE XXX  
CHANGE OF LAW

In the event that any legislative, regulatory, judicial, or other action which would materially affect any of the terms of this Agreement becomes effective, then either Party may, upon thirty (30) days written notice, require that such terms be renegotiated, and the Parties expressly agree that they shall renegotiate in good faith such mutually agreeable new terms. In the event that the Parties are unable to agree upon such new terms within a reasonable time period, then either Party may file an action with a court of competent jurisdiction seeking appropriate relief.

ARTICLE XXXI  
MISCELLANEOUS

- A. This Agreement was prepared jointly by the Parties and not by one Party to the exclusion of the other Party.
- B. No amendment or modification of this Agreement shall be valid unless in writing and executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto, have caused this Agreement to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized as of the effective date of this Agreement.

KNOLOGY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of West Point

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A  
APPLICATION AND LICENSE**

*West Point, Georgia*

[Date]

City of West Point  
Electric Utility Director  
P.O. Box 487  
West Point, Georgia 31833-0487

In accordance with the terms and conditions of the Agreement dated \_\_\_\_\_,  
application is hereby made for license to make attachments to the following poles:

<u>Pole No.</u>	<u>Pole Location</u>	<u>Date of Attachment</u>
-----------------	----------------------	---------------------------

LICENSEE

By \_\_\_\_\_  
Title:  
Name of Company

License granted \_\_\_\_\_, 20\_\_.

OWNER

By: \_\_\_\_\_  
Title:  
Name of Company:

**EXHIBIT B**

State of Georgia  
County of Troup

Preparer's name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Easement**

For and in consideration of \_\_\_\_\_dollars (\$ \_\_\_\_\_) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned Owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to \_\_\_\_\_, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications or electric power transmission or distribution, facilities, stand by generators and associated fuel supply systems as a means of providing uninterrupted service during power outages, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book \_\_\_\_\_, page \_\_\_\_\_, West Point County, Georgia Records, and, to the fullest extent the Grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Land Lot(s) \_\_\_\_\_, (Land District) (GMD) \_\_\_\_\_ County, State of Georgia, consisting of a (strip)(parcel) of Land

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following rights are also granted: the exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over and under said easement for communications or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the line or systems or power transmission or distribution; the right to relocate said facilities, systems, or related services on said lands to conform to any future highway relocation, widening, or improvements; the right to conduct site evaluations and/or other above and below ground tests and surveys deemed necessary by Grantee, the right to test and maintain generators and associated equipment; and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted easement unto \_\_\_\_\_ its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor warrants that Grantor is the true Owner of the above-described land on which the aforesaid easement is granted.

**SPECIAL STIPULATION OR COMMENTS:**

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In witness whereof, the undersigned has/have caused this instrument to be executed on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Grantor

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

Title: \_\_\_\_\_

State of Georgia, County of \_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally came before me this day and executed the forgoing instrument. If the Grantor is a business entity, he (or she) has represented to me that he (or she) is \_\_\_\_\_ (print title) of \_\_\_\_\_ (print name of business entity), and that he (or she) is authorized to sign this instrument on behalf of the Grantor.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public My Commission Expires: \_\_\_\_\_

Grantor's Address

Grantee's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Georgia  
County of Troup

**FIRST AMENDMENT TO INTERGOVERNMENTAL  
AGREEMENT FOR THE USE AND DISTRIBUTION OF  
PROCEEDS FROM TROUP COUNTY SPLOST IV**

**THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM SPLOST IV** (hereinafter referred to as the "First Amendment to Agreement"), is made and entered this the \_\_\_\_ day of \_\_\_\_\_, 2013 by and between Troup County, a political subdivision of the State of Georgia, and the City of Hogansville, the City of LaGrange, and the City of West Point, municipal corporations of the State of Georgia.

**WITNESSETH:**

**WHEREAS**, the Parties hereto have previously entered into an Intergovernmental Agreement for the Use and Distribution of Proceeds from the Troup County SPLOST IV (hereinafter referred to as the "Agreement"); and

**WHEREAS**, the Parties have discussed making certain modifications to the Agreement with respect to priorities;

**NOW, THEREFORE**, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

1. The Agreement entered into between the Parties shall be and hereby is Amended by the substitution of the new Exhibit A-1 as attached to this First Amendment to Agreement for the previous Exhibit A-1 as attached to the Agreement.
2. All other provisions of the Agreement shall remain unchanged and of full force and effect.
3. This First Amendment to Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from SPLOST IV and supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to priorities, distribution and use of said SPLOST IV proceeds.

**IN WITNESS WHEREOF**, the County and Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

**COUNTY OF TROUP, GEORGIA**

By: \_\_\_\_\_  
Richard C. Wolfe, Chairman

Attest: \_\_\_\_\_  
G.S. Turk, Clerk

**CITY OF LAGRANGE, GEORGIA**

By: \_\_\_\_\_  
Jeff Lukken, Mayor

Attest: \_\_\_\_\_  
Margaret B. Kelsey, Deputy City Manager -  
Administration & Finance

**CITY OF HOGANSVILLE, GEORGIA**

By: \_\_\_\_\_  
Jimmy Jackson, Mayor

Attest: \_\_\_\_\_  
Lisa Kelly, City Clerk

**CITY OF WEST POINT, GEORGIA**

By: \_\_\_\_\_  
Drew Ferguson IV, Mayor

Attest: \_\_\_\_\_  
Richard McCoy, City Clerk

**EXHIBIT A-1**

**IDENTIFICATION OF PROJECTS**

TABLE 1: COUNTY WIDE PROJECTS

PROJECT	ESTIMATED COST	PRIORITY*
Recreation - West Point (parks/recreational facilities & equipment) - City of LaGrange (parks/recreational facilities & equipment) - Hogansville (parks/recreation facilities and equipment)	\$3,000,000.00 \$2,500,000.00 \$1,000,000.00	1 (All Recreation Projects are of equal priority)
Libraries (Hogansville Library )	\$1,400,000.00	1
Court Technology System (hardware and software)	\$3,000,000.00	1
Road, Street and Bridge Improvements/Asphalt Equipment Replacement (Transportation Projects with anticipated funding by Federal and State @ 80% and local @ 20%)	\$12,200,000.00	1

\* Projects are of equal priority and shall be scheduled and shall be fully or partially funded in the discretion of Troup County, Georgia.

TABLE 2: COUNTY SPECIFIC PROJECTS

PROJECT	ESTIMATED COST	PRIORITY*
Road, Street and Bridge (Road Resurfacing & Reconstruction Improvements)	\$11,400,000.00	1
Road, Street and Bridge (Intersection Improvements, Bridge Replacements, Paving of Dirt Roads)	\$6,000,000.00	1
Public Safety, Energy Efficiency, and Sustainability (Fire Trucks, Tanker Replacements, court renovations and energy efficiency improvements)	\$2,550,000.00	1

\* Projects are of equal priority and shall be scheduled and shall be fully or partially funded in the discretion of Troup County, Georgia.

TABLE 3: CITY OF HOGANSVILLE SPECIFIC PROJECTS

PROJECT	ESTIMATED COST	PRIORITY*
Water & Waste Water	\$600,000.00	1
Improve Housing Stock: renovation and redevelopment of dilapidated properties	\$600,000.00	1
Sidewalks and Paving	\$600,000.00	1
Hogansville Lake: road system, parking lot, restrooms, picnic area, and security	\$500,000.00	1
Renovate Library for use as City Hall	\$250,000.00	1

Renovate Royal Theatre for use as Community Center	\$700,000.00	1
Amphitheater Improvements	\$250,000.00	1

\* Projects are of equal priority and shall be scheduled and shall be fully or partially funded in the discretion of the City of Hogansville.

TABLE 4: CITY OF LAGRANGE SPECIFIC PROJECTS

PROJECT	ESTIMATED COST	PRIORITY*
Road and Bridge Improvements	\$10,550,000.00	1
Utility Relocation	\$3,000,000.00	1
Bicycle and Sidewalk Facilities and Neighborhood Parks	\$3,000,000.00	1
Public Safety Facilities and Equipment	\$3,400,000.00	1

\* Projects are of equal priority and shall be scheduled and shall be fully or partially funded in the discretion of the City of LaGrange, Georgia.

TABLE 6: CITY OF WEST POINT SPECIFIC PROJECTS

PROJECT	ESTIMATED COST	PRIORITY*
Recreation Improvements	\$3,000,000.00	1
Street Paving and Improvements	\$350,000.00	1
Transportation Enhancement Project III	\$150,000.00	1

\* Projects are of equal priority and shall be scheduled and shall be fully or partially funded in the discretion of the City of West Point, Georgia.

## Downtown Parking

The purpose of this briefing is to address a specific parking issue in downtown West Point. The addition of Point University students to the 3<sup>rd</sup> Avenue /West 9<sup>th</sup> Street area has created a problem with vehicles being parked for long periods of time during business hours. The creation of two hour parking areas will provide turnover and make the parking spaces more available to customers and visitors to downtown.



3<sup>rd</sup> Avenue between West 8<sup>th</sup> Street and West 9<sup>th</sup> Street

3<sup>rd</sup> Avenue between West 9<sup>th</sup> and West 10<sup>th</sup> Street WEST SIDE OF STREET ONLY

West 9th Street between 3<sup>rd</sup> Avenue and 4<sup>th</sup> Avenue NORTH SIDE OF STREET ONLY



There are a total of 60 parking spaces that would be restricted. A total of 15 signs will be needed to post the restricted area. To avoid drilling holes in the sidewalk we are proposing a solid movable base and post. The cost for 15 signs will be approximately \$2,800.

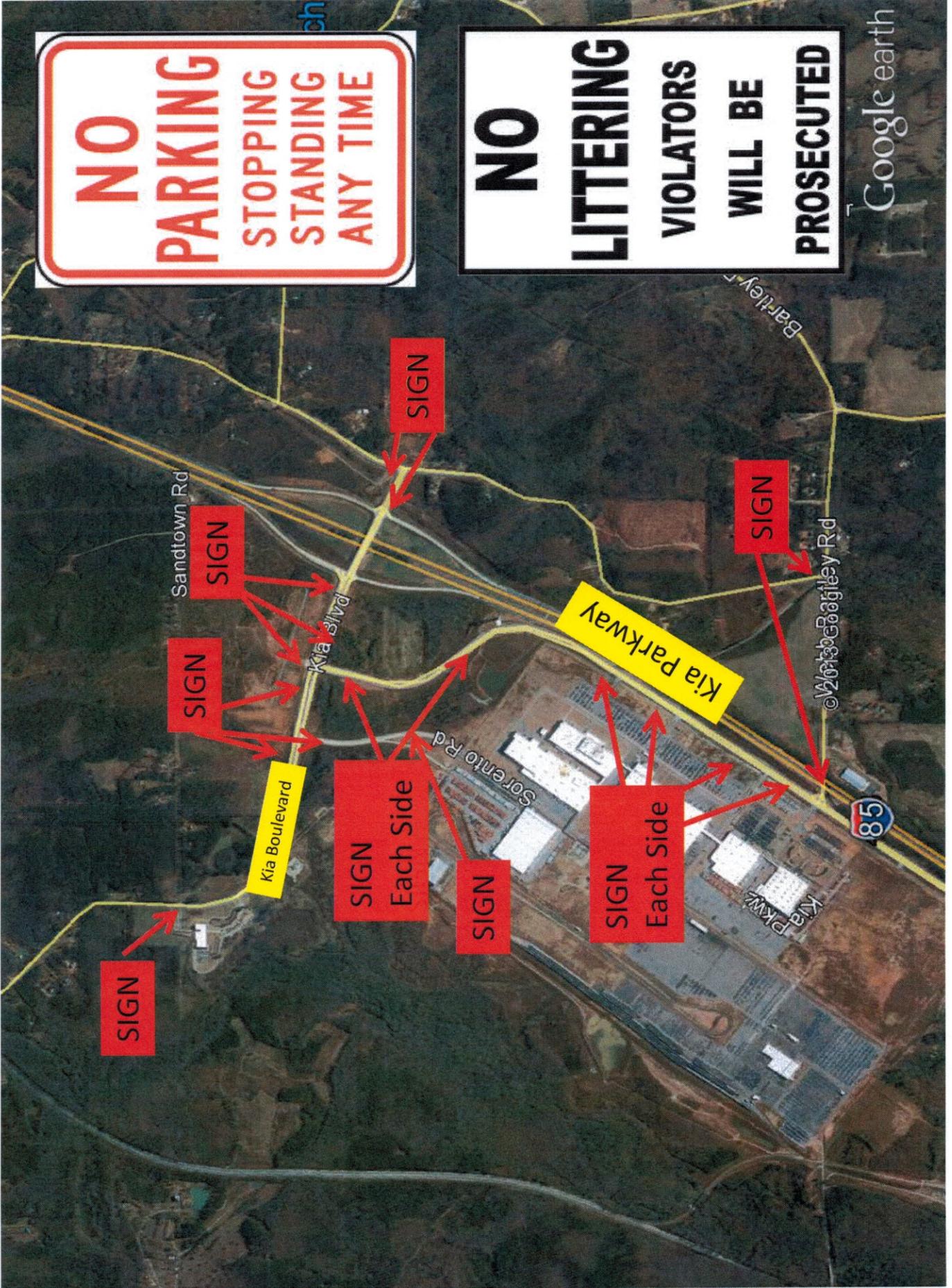
# No Parking/No Littering

- Kia Boulevard – City Limit to City Limit
- Kia Parkway – Kia Parkway to Highway 18
- Highway 18 – OG Skinner to South Ramps  
(Will need GDOT approval)
- Webb Road – Kia Parkway to City Limit

**NO  
PARKING  
STOPPING  
STANDING  
ANY TIME**

**NO  
LITTERING  
VIOLATORS  
WILL BE  
PROSECUTED**

Google earth



SIGN

SIGN

SIGN

SIGN

SIGN  
Each Side

SIGN

SIGN  
Each Side

SIGN

SIGN

SIGN

**NO  
PARKING  
STOPPING  
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**NO  
LITTERING  
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SIGN Each Side

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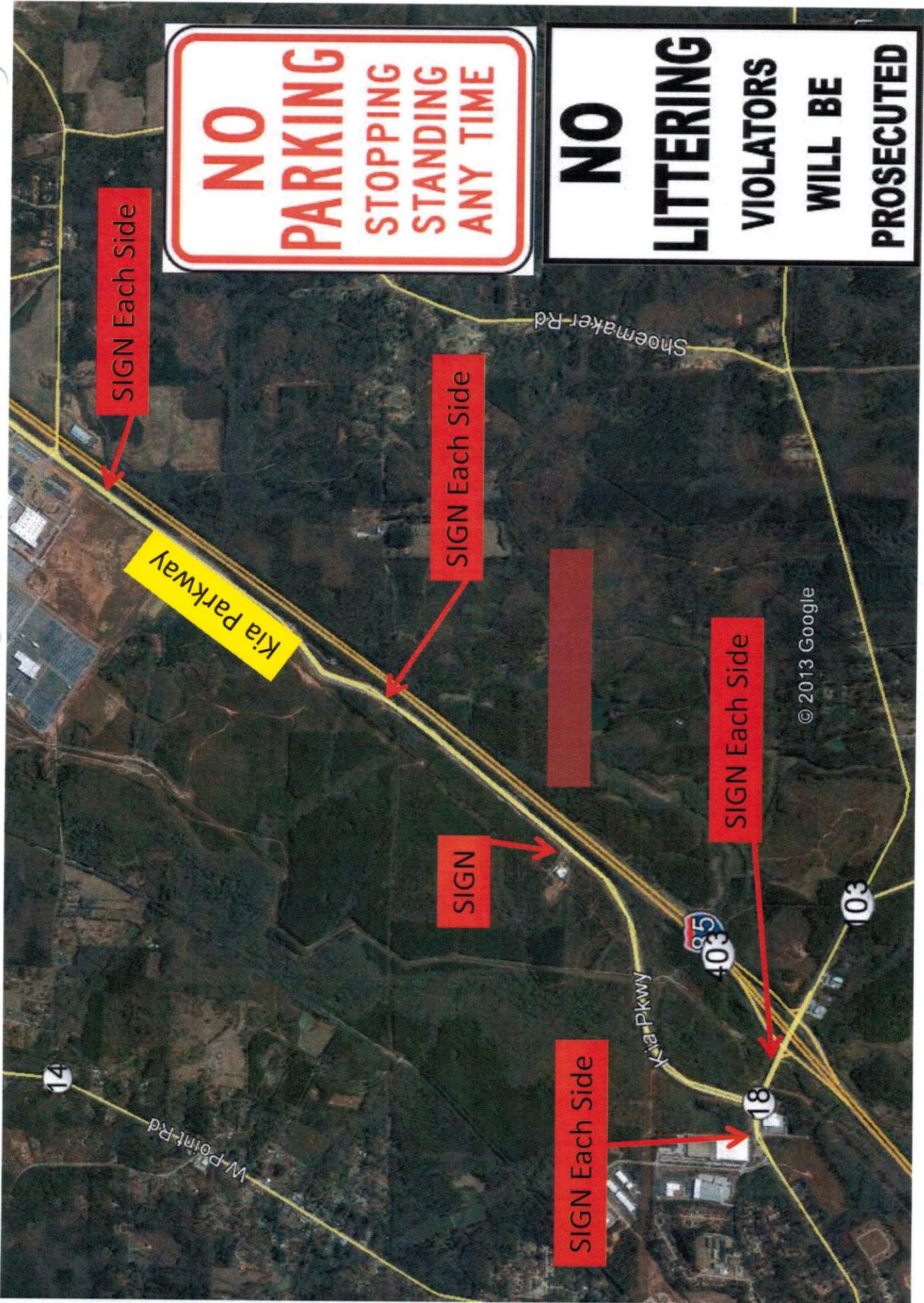
Kia Parkway

Shoemaker Rd

Kia Pkwy

W Point Rd

© 2013 Google



# 33 Signs

- No Parking Standing      • No Littering
  - \$20.00 each (\$660)
  - .080 Engineering Grade Reflective / Aluminum
  - 12"x18"
- Stopping
  - \$20.00 each (\$660)
  - .080 Engineering Grade Reflective / Aluminum
  - 12"x18"

Post \$40 each (\$1,320)

Total - \$2640.00

City of West Point  
P.O. Box 487  
West Point, GA 31833  
(706) 645-2226

November 25, 2013

SUMMARY REVIEW  
OFF-PREMISES CONSUMPTION  
LIQUOR, MALT BEVERAGE & WINE LICENSE APPLICATIONS

APPLICANT: **West Point Liquor, Inc. Theresa Carroll Garcia, Manager**

ADDRESS: 515 Briarcliff Road, West Point, GA 31833

LOCATION: 901 Avenue B, **West Point Liquor, Inc. dba Big Johns  
Package Store**

**Application Review**

1. City Applications complete.
2. Financial Statement complete.
3. Sworn statement of qualifications submitted.
4. Liquor, Malt Beverage, & Wine Applications & bond submitted, complete.
5. Notarized consent for criminal history check submitted.  
Criminal history on applicant.  
**No Criminal History Found**
6. Fire, building inspection satisfactory.
7. Advertisement published in Valley Times-News twice prior to meeting.
9. Copy of state liquor, malt beverage & wine applications & bonds submitted.

**Remarks:** Ms. Garcia is now managing the business for the owners, Brijesh Patel & Tatin Patel Owner of property John MacKool. All application forms have been submitted and complete.

**Richard McCoy**  
**City Clerk**

**City of West Point  
P.O. Box 487  
West Point, GA 31833  
(706) 645-2226**

November 25, 2013

Classified Ads Section  
Valley Times-News  
Lanett, AL

Dear Sir or Madam:

Please run the following small box ad Friday, November 29<sup>th</sup> , and again on Friday, December 6th. Send affidavit to the City of West Point, P.O. Box 487, West Point, GA 31833.

**LEGAL NOTICE**

This is to notify the public that West Point Liquor, Inc. Theresa Carroll Garcia, Manager, is applying to the City of West Point for Class A off-premises consumption Liquor, Malt Beverage, and Wine licenses for West Point Liquor, Inc. dba Big John's Package Store located at 901 Avenue B. Said application will be heard at the next meeting of the Mayor and City Council on Monday, December 9th at 6:00 P.M.

Bill to:

City of West Point, ATTN: Richard McCoy  
P.O. Box 487  
West Point, GA 31833

Thanks,

Richard McCoy