



Agenda
City Council Work Session
January 3rd, 2023
6:30pm

Baldwin Courtroom, 155 Willingham Avenue, Baldwin, GA 30511

Call Meeting to Order

Firefighter of the Year Award

Promotion of John Taylor

Public Hearing

Old Business

New Business

1. SAFER Grant Application
2. NGN Connect Account Update

Announcements

- a. City Offices will be closed on January 16th in observation of Martin Luther King, Jr. Day.

Adjournment

BROADBAND SERVICE AGREEMENT

This Broadband Service Agreement (“Agreement”) is entered into this 26TH day of February, 2014 between the City of Baldwin (“City”) and Appalachian Broadband Technologies, LLC (“ABT”).

RECITALS

WHEREAS, the City is authorized to contract with third party services providers to provide broadband service; and

WHEREAS, ABT is a locally-owned broadband wireless internet service provider located in Cleveland, Georgia; and

WHEREAS, the City hereby finds that it would serve the public interest of the citizens of the City to contract with ABT for the provision of wireless internet subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and ABT do hereby agree as follows:

SECTION 1. GRANT OF USE OF CITY FACILITIES.

- (a) The City hereby grants ABT a license to erect, construct, update, and maintain its equipment for broadcast and rebroadcast points during the term of this Agreement at those locations of City property designated by ABT, approved by the City in writing prior to installation, and listed on the attached Exhibits A and B. Examples of the types of locations contemplated in this section include water towers, buildings, communications towers, utility poles, light poles, and other City facilities. All broadcast/rebroadcast points requested by ABT and approved by the City at the time of the execution of this Agreement are listed on the attached “Exhibit A.” If ABT and the City agree to erect additional broadcast/rebroadcast points (as may be designated by either party) subsequent to the date of this Agreement, the broadcast/rebroadcast points shall be listed on the attached “Exhibit B.” In order to be valid, all additional broadcast/rebroadcast points listed on Exhibit B must be approved by the Baldwin City Council and signed off on by both ABT and the Mayor of the City of Baldwin on Exhibit B.
1. The costs associated with the provision and installation of poles or towers and certain pieces of communications equipment (where applicable) at those locations listed on Exhibit A, to include any fees and/or building permits, to support the necessary ABT-provided broadcast and/or rebroadcast hardware and systems shall be shared by the City and ABT on such terms and conditions as may be agreed to by the City and ABT on a location by location basis. In the event that the City and ABT cannot agree upon an equitable cost

share for the Exhibit A locations, ABT has the option, but not the requirement, to provide the necessary equipment to install such location at its sole expense provided said location is approved by the City. For the initial phase of the role-out of the system described herein, ABT will install for the City of Baldwin's municipal wireless broadband network's architecture / backbone a network (the "Initial Network") as set forth in the attached Exhibit D. The City will pay those costs set forth in Exhibit D and ABT will provide those services under the terms and conditions stated in Exhibit D. ABT shall retain title to the equipment and network set forth therein and operate said Initial Network and any improvements made by ABT to the Initial Network for use by the City under the terms stated herein; however, the City shall have first right of refusal to purchase said equipment and network as set forth in Section 6 below.

2. The costs associated with the provision and installation of poles or towers and certain pieces of communications equipment (where applicable) at those locations listed on Exhibit B, to include any fees and/or building permits, to support the necessary ABT-provided broadcast and/or rebroadcast hardware and systems shall be shared by the City and ABT on such terms and conditions as may be agreed to by the City and ABT on a location by location basis. In the event that the City and ABT cannot agree upon an equitable cost share for future locations, ABT has the option, but not the requirement, to erect such equipment or install such location at its sole expense provided said location is approved by the City.
 - (b) The City agrees to provide electrical power at the agreed-upon broadcast/rebroadcast points and the City will pay for the energy cost for running the broadcast/rebroadcast points.
 - (c) The City agrees to assist ABT, upon ABT's request, with property owners, homeowners associations, property owners associations, and the like for placement of broadcast poles or towers and/or for the use of existing structures, poles, or towers.

SECTION 2. OBLIGATIONS OF ABT. ABT will engineer, install, maintain, and operate a wireless high-speed broadband distribution system that will provide residences, businesses, and individuals with high-speed internet across the City. ABT shall provide the following: Engineering, hardware, software, installation, maintenance, customer service, technical support, billing, collections, sales, and sales support for the broadband system.

SECTION 3. AREA TO BE SERVED. ABT shall have the opportunity to provide broadband services throughout the corporate limits of the City of Baldwin (the "Service Area"). ABT will work with the City in good faith to design, install, monitor, and maintain a system or systems with compensation and specifics to be determined on a case by case basis.

SECTION 4. TERM OF AGREEMENT. The term of this Agreement shall begin on the ___ day of _____, 201__, continuing for a period of one (1) year. This Agreement shall automatically renew at the end of each one (1) year term for a period of four (4) additional one (1) year terms unless the City takes affirmative action not to renew, thirty (30) days prior to the end of the term or renewal term(s) of the Agreement. ABT and the City shall each have the right to terminate this Agreement at the end of the one (1) year term or at the end of any renewal one (1) year term.

SECTION 5. COMPENSATION. ABT will pay the below stated fees to the City for the term of this Agreement.

- (a) For each residential subscriber in the Service Area, ABT shall pay to the City \$2 per month per subscriber;
- (b) For each commercial subscriber in the Service Area, ABT shall pay to the City \$2 per month per subscriber; and
- (c) For each non-monthly customer, ABT shall pay to the City 5% of the monthly billing of all "HotSpot" services or day plans net of any bank charges or taxes.

SECTION 6. CITY'S OPTION TO PURCHASE SYSTEM. The City shall have the option and first right of refusal to purchase the system installed by ABT in the Service Area. Specifically, in the event ABT elects to sell the system and receives a written offer for the purchase of the system from a third party, ABT will provide the City the option to purchase the system at the same price as stated in the written offer. The City shall have sixty (60) days to exercise such first right of refusal after receiving the written notice. If the City does not issue a written offer within said sixty (60) days to purchase the system on the same terms as stated in the written offer, ABT shall be free to sell the system to a third party at the same or higher price. Should ABT sell the system to a third party, ABT will refund the City the amount paid for the Initial System by the City as set forth in Exhibit D hereto. Should ABT sell the system to the City upon its election to execute the first right of refusal set forth above, ABT shall credit the City the purchase price by the amount paid for the Initial System by the City as set forth in Exhibit D hereto.

SECTION 7. INDEMNITY. ABT will indemnify, hold harmless, and defend the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to the performance of this Agreement, including but not limited to general liability, workers compensation or other claims arising from its performance.


SECTION 8. INSURANCE. ABT shall at all times during the Agreement maintain in full force and effect a general liability insurance policy with a limit of liability of at least Two Million Dollars (\$2,000,000.00), shall name the City as an additional named insured on said policy and provide to the City a declarations page indicating the City as an additional named insured at all times during the term and any renewal term of this

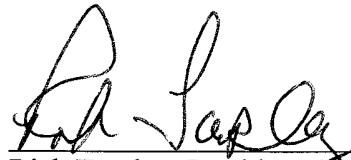
Agreement. ABT shall maintain workmen's compensation coverage and all other necessary business insurance coverage.

SECTION 9. MISCELLANEOUS PROVISIONS.

- (a) Choice of Law. This Agreement shall be contrasted in accordance with and governed by the laws of the State of Georgia.
- (b) E-verify. ABT agrees to execute an E-verify affidavit as provided by Georgia law in order to enter into this contractual Agreement with the City. The form of such affidavit is attached hereto as Exhibit C.
- (c) Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended except by a subsequent modification in writing, signed by the parties hereto.
- (d) Severability. If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.
- (e) Captions. The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.
- (f) City's Authority. The party(s) signing this Agreement on behalf of the City of Baldwin, Georgia and its City have been authorized to do so by specific action of the Mayor and Council adopted in open meeting and of record in its official minutes.

EXECUTED this 26 day of February, 2014.


Jerry Neace, Mayor
City of Baldwin, GA


Rich Tarpley, President & CEO
Appalachian Broadband Technologies, LLC


Witness

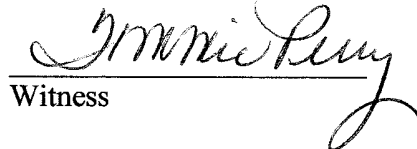

Witness

EXHIBIT A

- Baldwin Water Tower 1 to include any building structures and property grounds located at Industrial Blvd., & Hwy 441
- Baldwin Water Tower 2 to include any building structures and property grounds located at Coldwater & Christy Lane
- Baldwin Water Tower 3 to include any building structures and property grounds located at Light Road & Peach Orchard Road
- Baldwin Wastewater Facility on Kudzu Hill Drive
- Baldwin Water Intake Plant
- Baldwin City Hall
- Baldwin Police Station
- Baldwin Fire Station
- Baldwin Maintenance Facility 1 on Willingham Ave
- Baldwin Maintenance Facility 2 on Industrial Blvd
- Baldwin City Park at Hwy 441 & Womack Drive
- Baldwin City Park at City Park Drive
- Any City owned or managed light poles and utility poles

EXHIBIT B

EXHIBIT D

Initial System Deployment for City of Baldwin

ABT shall install a Wireless Broadband Backbone for the City Municipal Network and the Wireless Broadband Backbone for Citizen & Business within the City Service Area Network (the "Initial Network" pursuant to the below terms and conditions.

Said Initial Network shall be installed at the locations described below. The City of Baldwin will pay ABT the sum of \$32,571.36 as set forth in more detail below.

Item	Description	Market Price	Cost to Baldwin
1	Origination Gateway at Water Tower 1	\$7,531.33	\$5,648.50
2	Outfit City Hall utilizing existing pole	\$5,713.08	\$4,284.81
3	Outfit Fire Dept to include heavy duty roof mount	\$5,878.33	\$4,408.75
4	Install Police Department – roof mount	\$1,181.67	\$886.25
5	Install Maintenance Facility 1 – roof mount	\$1,209.15	\$906.86
6	Install Maintenance Facility 2 – roof mount	\$940.00	\$705.00
7	Wastewater plant cannot be installed at this time	-NA-	-NA-
8	Outfit Water Tower 2 to supply Water Plant	\$5,319.92	\$3,989.94
9	Install Water Plant on Coldwater Dr. - roof mount	\$940.00	\$705.00
10	Installation & Commissioning	\$14,715.00	\$11,036.25
	Total – Backbone System Installed & Commissioned	\$43,428.48	\$32,571.36

This approach allows for a cost effective solution for the deployment of the high quality broadband backbone that will effectively support the needs of the City as well as the needs of many of the residential and commercial subscribers. This pricing & construction scenario is designed for seamless expansion into service areas as identified, which results in cost savings to the City. This system is designed to support VoIP services, VLAN, VPN, IPTV Video, Video Streaming, Gaming, E-Mail, and Web Browsing, to name a few.

ABT shall also provide and install the necessary cabling and equipment to support the Initial Network and VoIP telephones as set forth in more detail below. The City of Baldwin will pay ABT the sum of \$5,288.75 as set forth in more detail below.

Item	Description	Market Price	Cost to Baldwin
1	City Hall		
	24 Port Managed Switch with POE for VoIP Phones		
	24 Port RJ45 Patch Panel		
	All necessary CAT5 cable, connectors, wall plates, etc. to provide dual RJ45 outlets at each workstation.		
2	Fire Department		
	24 Port Managed Switch with POE for VoIP Phones		
	24 Port RJ45 Patch Panel		
	All necessary CAT5 cable, connectors, wall plates, etc. to provide dual RJ45 outlets at each workstation.		
3	Maintenance Facility 1		
	Cable & Connectors		
	4 port wireless router		
4	Maintenance Facility 2		
	Cable & Connectors		
	4 port wireless router		
5	Water Plant at Coldwater / Christy Way		

	Cable & Connectors		
	4 port wireless router		
	Totals	\$7,051.67	\$5,288.75

The City shall pay 50% of said sums upon signature of this Agreement. The balance shall be paid within thirty (30) days of completion of installation and commissioning of the Initial Network.

In addition to the installation of the Initial System as described above, ABT shall, without cost to the City of Baldwin :

- Engineer the architecture, RF and IT structure for the Initial Network
- Provide, manage and operate the software necessary to operate the Initial Network
- Program manage the installation of and operation of the Initial Network
- Provide and install the fiber optics at Water Tower 1 & 2 required to install the Initial Network

In exchange for the mutual consideration set forth herein, ABT shall have the right and license to operate the Initial Network for the City of Baldwin as well as whatever other additions to and improvement to the Initial Network that ABT may elect to make, upon the terms and conditions set forth herein, and to provide broadband services on a commercial basis to businesses, residences and other persons upon terms and conditions set forth by ABT.

In particular, the City of Baldwin will enter into an ABT monthly service agreement as set forth in Exhibit E hereto upon the terms and conditions set forth herein.