

# Google Fiber Cities Checklist

Decatur, GA

May 1, 2014

# Checklist Status Doc

## Item #1 – Provide information about existing infrastructure

Gather and submit all required data asset requests as outlined in the Data Request List (Appendix 1A).

Status: 12 Submitted

File(s):

1. Addresses- The current data from DeKalb County unfortunately does not properly identify multi-family properties. Decatur has created a layer to identify multi-family properties using the tax digest, but we hope to have more accurate data soon.
2. Building Footprint
3. City Boundary
4. Existing Spare Conduit
5. Existing Underground Utility Routes (Uploaded to Decatur Confidential Information folder)- Does not yet include water infrastructure data. We will share as this data becomes available.
6. Hut Locations
7. Manholes
8. Parcels
9. Pavement Condition- We do not have a Pavement Condition Index of our streets. This database contains sidewalk information only.
10. Right of Way
11. Streets
12. Zoning

Date submitted: 04/28/14

Identify which infrastructure and/or data is not owned, operated or controlled by the city.

Status: SUBMITTED

File(s): Decatur Appendix 1A\_Not Owned by City

Date submitted: 04/15/14

## Item #2 – Help ensure access to existing infrastructure

Provide a description of any existing state laws, local ordinances, and/or commercial agreements that satisfy the attachment and use rights described.

Status: SUBMITTED

File(s): Decatur Appendix 2A

Date submitted: 4/28/14

## Item #3 – Make construction speedy and predictable

Review the Google Fiber Permitting, Construction, and Maintenance Plan (Appendix 3A) and identify where your city's current practices differ.

Status: SUBMITTED

File(s): Decatur Appendix 3A

Date submitted: 04/15/14

If your city's current practices do differ, please explain why and outline ideas to accommodate a large network build with accelerated timelines.

Status: SUBMITTED

File(s): Decatur Appendix 3A- Explanations related to how the City's processes differ, and suggested alternatives were included with the same document which addresses the questions from Appendix 3A. If you need a separate document, please let us know.

Date submitted: 04/15/14

Upload your existing permit application for our review.

Status: SUBMITTED

File(s): Decatur Right of Way Permit, Decatur Trench Repair Detail

Date submitted: 4/28/14

Identify any local, city or state-wide requirements that may impact a network build by reviewing and responding to the list of Construction Constraints List (Appendix 3B).

Status: SUBMITTED

File(s):

1. Decatur Appendix 3B
2. Decatur Tree Ordinance Requirements- Summary of current and proposed Tree Preservation Ordinance requirements for utility companies. Proposed ordinance expected to be finalized in June 2014.
3. Decatur Google Resolution- Resolution from the Decatur City Commission supporting the Google Fiber project and authorizing the City Manager to execute necessary checklist documents/agreements.

Date submitted: 4/29/14

Upload the final Hut License, as agreed upon between Google Fiber and the city.

Status: SUBMITTED

File(s): Decatur Network Hut License Agreement

Date submitted: 5/1/14



**City Manager's Office**  
509 North McDonough Street  
P.O. Box 220  
Decatur, Georgia 30031  
404-370-4102 ■ Fax 404-378-2678  
info@decaturga.com ■ www.decaturga.com

April 30, 2014

Attention: Google Fiber Representatives

We would like to take this opportunity to thank you for considering Decatur in the potential expansion plans for Google Fiber, and provide you with a few additional details about our community. Decatur, and metro-Atlanta, has a lot to offer, and we are excited about the possibilities this service could create.

This announcement has sparked an impressive collaborative effort among the nine communities, as well as within our own internal team. We are confident that should metro-Atlanta be selected, this cooperation would continue.

#### ***Who We Are***

The City of Decatur is one of the most densely populated cities in the State of Georgia with 4 square miles and 19,000 residents, located just 6 miles east of downtown Atlanta. We have Agnes Scott College and Columbia Theological Seminary within our city limits, as well as branches of the Art Institute of Atlanta and DeVry University. Emory University is close by too.

Decatur has an active downtown residential community with over 600 condo and apartment units within the one square mile that makes up the main business district. That number will nearly double in the next two years with four more apartment complexes being built in the downtown core. With more than 200 mostly independent shops, restaurants, galleries, salons and other service businesses, Decatur draws students, office workers, residents and visitors who love to "shop local" in our walkable tree-shaded downtown.

#### ***How We Do Business***

Decatur prides itself on offering transparent, honest, and professional city services. We base our decisions on strategic planning and community input, and communication is the key to everything we do. We would encourage any utility company proposing a project of this size to take advantage of staff expertise. There may be alternatives to items like permit size and scope that will serve to streamline the process based on our experience. We offer pre-submittal meetings to all permit applicants, which can be enormously helpful in identifying potential challenges and avoiding later delays. Additionally, we can assist with communication using various well developed channels. Any assistance that Google can provide in this area will help the City to keep the public informed and keep things moving smoothly.

***Decatur Free WiFi***

The City of Decatur owns a wireless network that consists of 36 Tropos 6320 outdoor mesh routers plus other related equipment that provides “hotspot” Internet access at no charge to the user in downtown Decatur, the Oakhurst business district and in several City parks. The network is maintained and operated by a private company.

The City is interested in discussing options for enhancing or expanding this system with Google representatives. There is value in affordable wireless access and the City has been successful at promoting such access in underserved areas.

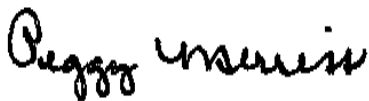
For more information: [www.decaturga.com/freewi-fi](http://www.decaturga.com/freewi-fi)

***Resources Not Owned by City***

Many of the services involved in this request are not owned or operated by the City of Decatur. However, we will assist with coordinating whenever possible. To clarify:

- The City of Decatur does not own or operate any utility poles or streetlights.
- Water and sewer service is provided by DeKalb County. While we were able to get GIS data regarding sewer infrastructure, we are still working to get data for the water system.
- Much of our GIS data originates from DeKalb County.
- The City currently has about 7 miles of State routes within the City limits. Construction requirements along these routes may vary depending on the Georgia Department of Transportation.

Please don't hesitate to contact us with any additional questions or comments. We look forward to hearing from you.



Peggy Merriss  
City Manager

## City Commission Support

On April 19, 2014, the Decatur City Commission unanimously voted in favor of a resolution supporting efforts to bring Google Fiber to Decatur. Additionally, they authorized the City Manager to execute any necessary documents to complete the checklist.

**R-14-09**  
**A RESOLUTION**  
**SUPPORTING THE GOOGLE FIBER PROJECT**

**WHEREAS**, Google has announced plans to expand its fiber optic network and is evaluating nine metropolitan areas as potential sites; and

**WHEREAS**, The City of Decatur is one of the nine cities in Metro-Atlanta that Google is considering for its fiber network; and

**WHEREAS**, Google Fiber has the potential to deliver internet speeds more than 100 times faster than what most Americans have access to today with 1 gigabit per second, fiber-to-the-home connections; and

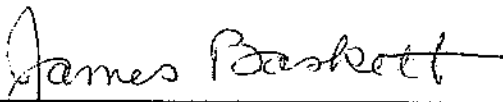
**WHEREAS**, in recognition of the enormous value of this opportunity, the Metro-Atlanta communities have begun collaborative efforts that exemplify what is possible when leaders are galvanized around a common goal; and


**WHEREAS**, Decatur, and the Metro-Atlanta region, would make an ideal candidate for the Google Fiber project; and

**WHEREAS**, Decatur is prepared to work in conjunction with Google to ensure that the planning and construction processes are streamlined and efficient.

**NOW THEREFORE, IT IS HEREBY RESOLVED**, that the City Commission of the City of Decatur, Georgia, does hereby support efforts to bring Google Fiber to this community.

**NOW THEREFORE, BE IT FURHTER RESOLVED**, that after conferring with the City Attorney, the City Manager is authorized to execute necessary documents (including but not limited to the Hut License Agreement) to complete the checklist process to be submitted on May 1, 2014.

  
\_\_\_\_\_  
Mayor

ATTEST: 

This 21<sup>st</sup> day of April, 2014

## Item #1 – Provide information about existing infrastructure

Appendix 1A- City of Decatur, GA

Google Fiber Data Request List

Identify which infrastructure and/or data is not owned, operated or controlled by the city.

The following requests for data cannot be accommodated by the City of Decatur.

1. Poles- Not owned or operated by the City.
2. Streetlights- Not owned or operated by the City.
3. Overhead Strand- Not owned or operated by the City.
4. Pavement Condition Index Score- The City does not maintain an index at this time, though it is an internal goal to develop one.
5. Existing Dark Fiber for Lease- None
6. Infrastructure Maintenance Plan- The City does not maintain a plan at this time. However, the City does participate in the State of Georgia's Local Maintenance Improvement Grant Program each year. When the next round of streets has been selected, we will be happy to share that information.

## Item #2- City of Decatur, GA

Provide a description of any existing state laws, local ordinances, and/or commercial agreements that satisfy the attachment and use rights described.

### Franchise Agreements- State Law & Local Ordinance

If a company in Georgia is providing Internet AND Video (TV) services, they have the choice of applying for and negotiating a local franchise agreement which is spelled out in the City's ordinance OR they can apply for a video service franchise directly with the State of Georgia. The City of Decatur does not have a preference on the strategy selected.

[Decatur, Georgia, Code of Ordinances >> PART III - CODE OF ORDINANCES >> Chapter 96 TELECOMMUNICATIONS AND CABLE SERVICES FRANCHISES >>](#)

Below is a link to the Secretary of State's site explaining that process, timeframe and costs. It also has a link to the related State legislation. According to the Georgia Municipal Association, this is a fairly simple process. Under either agreement the company would pay the City 5% of gross revenue from the video service;

[http://sos.ga.gov/index.php/Corporations/state\\_video\\_franchise\\_authority](http://sos.ga.gov/index.php/Corporations/state_video_franchise_authority)

To receive a **state** franchise, a cable service provider or video service provider:

1. Files an application for a state franchise with the Secretary of State, with a copy of such application provided simultaneously to each affected municipal or county governing authority at least 45 days prior to offering cable service or video service to subscribers within a specified service area;
2. The Secretary of State may impose a fee not to exceed \$500.00 for a state franchise application and a fee not to exceed \$250.00 for an amendment to a state franchise;
3. The application for a state franchise shall consist of an affidavit signed by an officer or general partner of the applicant that contains each of the following:
  - o An affirmative declaration that the applicant shall comply with all applicable federal and state laws and regulations, including municipal and county ordinances and regulations regarding the placement and maintenance of facilities in the public right of way that are generally applicable to all users of the public right of way and specifically including Chapter 9 of Title 25, the 'Georgia Utility Facility Protection Act';
  - o A description of the applicant's service area, which description shall be sufficiently detailed so as to allow a local government to respond to subscriber inquiries, including the name of each municipal or county governing authority within the service area. An applicant may, in lieu of or as supplement to a written description, provide a map on 8 1/2 by 11 inch paper that is clear and legible and that fairly depicts the service area by making reference to the municipal or county governing authority to be served. If the geographical area is less than an entire municipality or county, the map shall describe the boundaries of the geographic area to be served in clear and concise terms;

- o The location of the applicant's principal place of business, the name or names of the principal executive officer or officers of the applicant, information concerning payment locations or addresses, and general information concerning equipment returns; and
- o Certification that the applicant is authorized to conduct business in the State of Georgia and that the applicant possesses satisfactory financial and technical capability to provide cable service or video service and a description of such capabilities. Such certification shall not be required from an incumbent service provider or any cable service provider or video service provider that has wireline facilities located in the public right of way as of January 1, 2008; and
- o Notice to the affected local governing authority of its right to designate a franchise fee pursuant to Code Section 36-76-6.

Within 45 days of the receipt of a completed application, the Secretary of State shall, issue a state franchise that contains the following:

- A nonexclusive grant of authority to provide cable service or video service as requested in the application;
- A nonexclusive grant of authority to construct, maintain, and operate facilities along, across, or on the public right of way in the delivery of cable service or video service, subject to applicable federal and state laws and regulations, including municipal and county ordinances and regulations, regarding the placement and maintenance of facilities in the public right of way that are generally applicable to all users of the public right of way and specifically including Chapter 9 of Title 25, the 'Georgia Utility Facility Protection Act'; and
- The expiration date of the state franchise, which shall be ten years from the date of issuance, subject to renewal.

## City of Decatur Right-of-Way Permit

The primary way the City of Decatur will interact with Google during the installation and maintenance process is through our Right-of-Way Permit. Any person desiring to make any improvement or perform other work in any public street or right-of-way of the city shall make an application for a permit for such work to the city engineer or his designee and shall deposit a sum not to exceed \$500.00 as a bond to guarantee the replacement or repair of the street or right-of-way to the same condition as it was prior to the improvement or other work. However, these fees are waived for Certified Public Utility Companies, as designated by the Secretary of State.

When work on any public street or right-of-way takes place by any person for any of the purposes set out in section 84-14(b), such street or right-of-way shall be repaired and placed in the same condition as it was prior to the work. A typical permit for this type of project will include; plans, utility locates, installation methods, schedules, and traffic control plans.

Approval criteria vary on a case-by-case basis, depending on circumstances of the project. Advance notice of application, and consultation with City staff will help to expedite the process. Applicants are encouraged to take advantage of the expertise of staff. Pre-submittal meetings are offered to all applicants, which can be enormously helpful in identifying potential challenges and avoiding later delays. The City is always willing to be flexible and consider alternatives. If an applicant has alternative strategies to address our concerns, we are open to discussion.

[Decatur, Georgia, Code of Ordinances >> PART III - CODE OF ORDINANCES >> Chapter 86 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES >> ARTICLE I. IN GENERAL >> Sec. 86-14.](#)

## Item #3 – Make construction speedy and predictable

Appendix 3A- City of Decatur, GA

Google Fiber Permitting, Construction, and Maintenance Plan

\*City of Decatur comments noted in blue

### Permitting Process

Google Fiber's Process and Standards

- I. We plan to submit all permit application material to you electronically.
  - Acceptable.
- II. For underground construction, we plan on submitting plan view only.
  - Acceptable, however; we highly encourage that utilities and other potential interference be noted on the plans. This will expedite the permitting process and help to avoid construction delays.
  - As per State law, it shall be Google Fiber's responsibility to locate utilities and repair any damages.
- III. All responses, including approvals, should be sent back to Google Fiber electronically.
  - Acceptable. Hard copies will be mailed at a later date.
- IV. Permit applications will include the applicable area and the duration of at least one hundred and eighty days to complete the proposed installation.
  - Acceptable with observance to public safety and well-being. 30 days is standard, but there is precedent for extended permit duration based on circumstances. Additionally, approval can extend beyond 180 days on a case by case basis.
- V. We would like the applicable area to be as large as possible, ideally covering the entire city. If not, the applicable areas should be minimum of either:
  - twenty-thousand (20,000) households
  - three-hundred (300) route miles of underground installation.
  - Acceptable. See comment in suggestions section for additional options that may expedite the permitting process.
- VI. We are looking for response within ten (10) days of submitting permit application.
  - Acceptable. Google can help us meet this goal by providing as much advance notice as feasible. Additionally, we offer pre-submittal meetings

- to all applicants in order to identify potential challenges before they cause delays.
- VII. If a permit application is not approved, we need to receive a detailed list of alterations needed to get the permit approved.
- Acceptable. Our standard policy is to provide applicants with explanations of any such determinations, and offer alternatives whenever feasible.
- VIII. The city should provide Permit Application communication through a single point of contact.
- John Maximuk, Director, Design, Environment & Construction Division  
John.Maximuk@Decaturga.com

#### For Discussion

- I. Does your city's process or standards differ from what is outlined? If so, please provide detailed notes on your alternative requirements or process.
- None in this section
- II. Do you have any suggestions to improve efficiency, speed and predictability of the permitting process with your city?
- Take advantage of the expertise of staff. There may be alternatives to items like permit size and scope that will serve to expedite the process even further based on our experience. We offer pre-submittal meetings to all applicants, which can be enormously helpful in identifying potential challenges and avoiding later delays.
  - Clearly identifying any sub-contractors and/or categorizing the various types of work may be helpful in our review process.
  - Advance notice and permit completeness will be critical in helping us to meet the permit deadlines. Our most common delays arise from incomplete applications.
  - Identifying a single point of contact on Google's team will be helpful for our permitting process.

#### Uploads Requested

- I. Please upload a standard form of permit application document that Google Fiber will be expected to use.
- [Right-of-Way Construction Permit Application](#)
  - [Building Permit](#) (for hut)
- II. Please upload your city's standard Conditions of Permit Approval.
- Terms and Conditions for the Right of Way permit can be found on the back of the document titled Right-of-Way Construction Permit,, but do not represent an exhaustive list of approval criteria.
  - Approval criteria vary on a case-by-case basis, depending on circumstances of the project.

## Construction Process

Google Fiber's Process and Standards:

- I. The preferred installation method may be shown on the plan view of the permit, but will be determined by field condition at the time of construction.
  - If installation method must be altered due to field conditions the City must be notified and approve change prior to installation.
  - The City may place conditions on the changes based on circumstances.
  - Flexibility from both parties will help to identify alternatives and address circumstances as quickly as possible.
  - The City will assign a coordinator to deal with conditions on a day to day basis, in order to expedite the approval process for any necessary changes.
  
- II. Google Fiber will implement the city's standard traffic control plan at the time of installation of the Google Fiber network.
  - Traffic control will be handled on case-by-case basis and in compliance with the Manual on Uniform Traffic Control Devices (MUTCD).
  - Traffic control plans are designed to maximize public safety and welfare.
  - The City can work with Google to develop standards to be applied based on different circumstances (residential areas, school zones, business districts, etc.)
  
- III. The underground construction methods may include but are not limited to microtrench, plow, open trench, directional bore and pneumatic bore.
  - Acceptable. Please show anticipated method on plans.
  
- IV. Twenty-four inch (24") horizontal separation from existing facilities will be maintained during installation, except where existing obstructions, underground congestion, or other reasons necessitate a lesser separation.
  - Separation and depth should be noted on plan.
  - Compliance with State standards is required.
  - Lesser separation or depths needs approval before construction.
  
- V. Twelve inch (12") vertical separation from existing facilities will be maintained during installation, except where existing obstructions, underground congestion, or other reasons necessitate a lesser separation.
  - Separation and depth should be noted on plan.
  - Compliance with State standards is required.
  - Lesser separation or depths needs approval before construction.

- VI. Twenty-four (24") depth below grade will be maintained during installation, except where existing obstructions, underground congestion, or other reasons necessitate a shallower depth.
  - Depth should be noted on plan.
  - Lesser depth may need approval before construction based on circumstances.
  - Question- What are the protection methods for the fiber? (ex. conduit, concrete, etc.)
  
- VII. When an open trench is utilized for construction in concrete or asphalt, a T-Cut method will be utilized for restoration, except where this method is not practicable.
  - It is our policy that a T-cut shall be required in all circumstances.
  - Other methods should be noted on plan and shall require approval before construction.
  
- VIII. A single, full sidewalk panel will be replaced when any portion of a sidewalk panel is impacted, except by potholing.
  - Anything over a 2 inch diameter hole requires replacement of an entire panel of sidewalk.
  
- IX. Pothole restoration will be limited to the circular area directly impacted by potholing activity, including in sidewalk areas.
  - T-Cut method shall be required for all potholes.

For Discussion:

- I. Does your city's process or standards differ from what is outlined? If so, please provide detailed notes on your alternative requirements or process.
  - Notes provided above.
  - Highlights:
    - In field changes to plan require approval before construction.
    - Lesser separation and depth will require approval before construction.
    - T-cuts required for all trenching and potholing.
    - Potholing larger than 2-inch diameter will require replacement of entire sidewalk pane.
  - The City is always willing to be flexible and consider alternatives. If Google has alterative strategies to address our concerns, we are open to discussion.

II. Is there anything else we should know about your city as far as installation of infrastructure goes?

- Right of Way Permits
  - Each company shall submit liability insurance forms. Standard certificate of insurance forms identify the location of the work and name the City of Decatur as an additional insured. If a blanket liability certificate is submitted that covers the entire project, it will only need to be submitted one time.
  - No performance bonds are required.
  - There is no fee to Certified Public Utilities, as designated by the Secretary of State.
  - These requirements may vary in the along State Routes.
- Public Communication
  - The City of Decatur prides itself on its in-depth communication with residents and businesses. Any assistance that Google can provide in this area will help the City to keep the public informed and ideally reduce conflicts.
  - Assistance may include; outreach materials, attendance at public meetings, or providing a public liaison.

Uploads Requested:

- I. Please upload our standard traffic control plan
  - The City of Decatur does not have standard requirements for traffic control plans, as noted above.
  - The City can work with Google to develop standards to be applied based on different circumstances (residential areas, school zones, business districts, etc.)
- II. Please upload other applicable specifications, for example those regarding:
  - Utility System Engineering Design Manual- *n/a*
  - Utility System Construction Standards- *n/a*
  - Line-clearing and Tree-Trimming Service- [Decatur Tree Ordinance Requirements](#)
  - Arborist requirements for working around trees- *see above*
- III. Please upload building code specifications. This is helpful as we plan for multiple dwelling unit designs. Specifications requested:
  - Municipalities in the State of Georgia typically enforce building codes that are approved by the State Department of Community Affairs. You can find a full list of mandatory and permissive codes here:  
<http://www.dca.state.ga.us/development/constructioncodes/programs/codes2.asp>

## Maintenance

Google Fiber's Process and Standards:

- I. For Google Fiber maintenance work activities, Google Fiber will provide forty-eight (48) hours' electronic notice to the Right-of-Way Operator's maintenance department before commencing planned work.

Service wire to the home (drops) installation will be considered a maintenance activity.

- Utility locates must be in place prior to starting any maintenance. 48 hours notification is required by State law to 811 according to the Georgia Utility Facility Protection Act (GUFPA). More information online at <http://georgia811.com/>
- The City requires that all maintenance activities in the right-of-way obtain a permit. These permits typically have a 48 hour approval time or less.

For Discussion:

- I. Does your city's process or standards differ from what is outlined? If so, please provide detailed notes on your alternative requirements or process.
  - [Noted above](#)

Uploads Requested:

- I. Please upload documents setting out your standard maintenance notice requirements and any other relevant documents regarding maintenance process or timing.

## Appendix 3B- City of Decatur, GA

### Construction Constraints List

\*City of Decatur comments noted in blue

Are there any rules or regulations regarding when work can be performed throughout the year?

The current noise ordinance restricts construction in residential areas to the following times:

- 7am-6pm Monday-Friday
- 9am-5pm Saturday

These restrictions may be modified at the discretion of the City Manager given the noise level of the work being conducted.

[Decatur, Georgia, Code of Ordinances >> PART III - CODE OF ORDINANCES >> Chapter 42 - ENVIRONMENT >> ARTICLE III. NOISE >>](#)

Please upload your tree-trimming regulations and outline any other information relevant to tree-trimming.

See document titled Decatur Tree Ordinance Requirements. It should be noted that Decatur is currently in the process of updating this ordinance. The draft language is also included in that attachment. We expect the update to be completed in June, 2014.

Are there historical site regulations?

All right-of-way work in a local historic district must be announced to the Historic Preservation Commission for comment, especially in regards to tree removal, sidewalk replacement, new infrastructure, etc. Trees in the right-of-way are exempted from a certificate of appropriateness, but a certificate of exemption must be obtained.

When any project is proposed that involves installation of communication equipment near resources eligible for, or listed on, the National Register for Historic Places, a Section 106 Review must be completed by the state historic preservation office. This review determines if the proposed project negatively impacts the historic significance of the resource. If the project does not create a negative impact then no mitigation is required. If it does create a negative impact then a variety of mitigation efforts can be selected which may include reducing the height/scale of equipment, camouflaging the equipment, or possible relocations or co-locations to existing infrastructure. Photo documentation of the site prior to installation is almost always required. These requirements are not designed to prevent the installation, but rather, to allow time for all parties to agree on the least intrusive way for the project to proceed.

Are there landscaping requirements for new structures?

No requirements specified by code. However, we would like to have a discussion with Google once a site is selected to determine if any screening is necessary with respect to neighboring properties.

Are there any underground construction requirements beyond NESC standards?  
City engineering staff does not work with or enforce the NESC. The Design, Environment, and Construction Division is primarily focused on safety through compliance with OSHA trench excavation safety requirements and MUTCD traffic control.

Are there any other environmental factors?  
No additional factors.

Anything else that may impede or slow construction within your city?  
No additional factors.

## Item #3 – Make construction speedy and predictable

### Attachments

1. Right of Way Permit Application
2. Trench Repair Detail
3. Tree Ordinance Notes
4. Network Hut License Agreement
5. Critical Infrastructure Information Non-Disclosure Agreement

**RIGHT-OF-WAY PERMIT APPLICATION**

Permit No. \_\_\_\_\_

CITY OF DECATUR

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

ENGINEERING DEPARTMENT

404-377-6198

**Address or location of construction:** \_\_\_\_\_

Located Between: \_\_\_\_\_ and \_\_\_\_\_

Street 1

Street 2

Project type:  Residential  Commercial  Institutional  Governmental  Utility

**Description of work:** \_\_\_\_\_

Special Condition (If any) \_\_\_\_\_

**Property Owner:** \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number ( ) \_\_\_\_\_

**Applicant** \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number ( ) \_\_\_\_\_

*Applicant's Name: (print)* \_\_\_\_\_

*Applicant's Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

**Submittal Requirements for Right of Way Permit: (Check Applicable Items Submitted)**

- Site sketch or construction plan
- Traffic control plan including detour plan (if required)
- Performance Bond: Amount \$ \_\_\_\_\_ Cash \_\_\_ Check \_\_\_ Paper Bond \_\_\_
- Contractor's Liability Insurance Certificate Referencing Job Address
- Or if work is to be done by property owner:
  - Property Owner's Letter Assuming Liability/Responsibility
  - Permit Fee

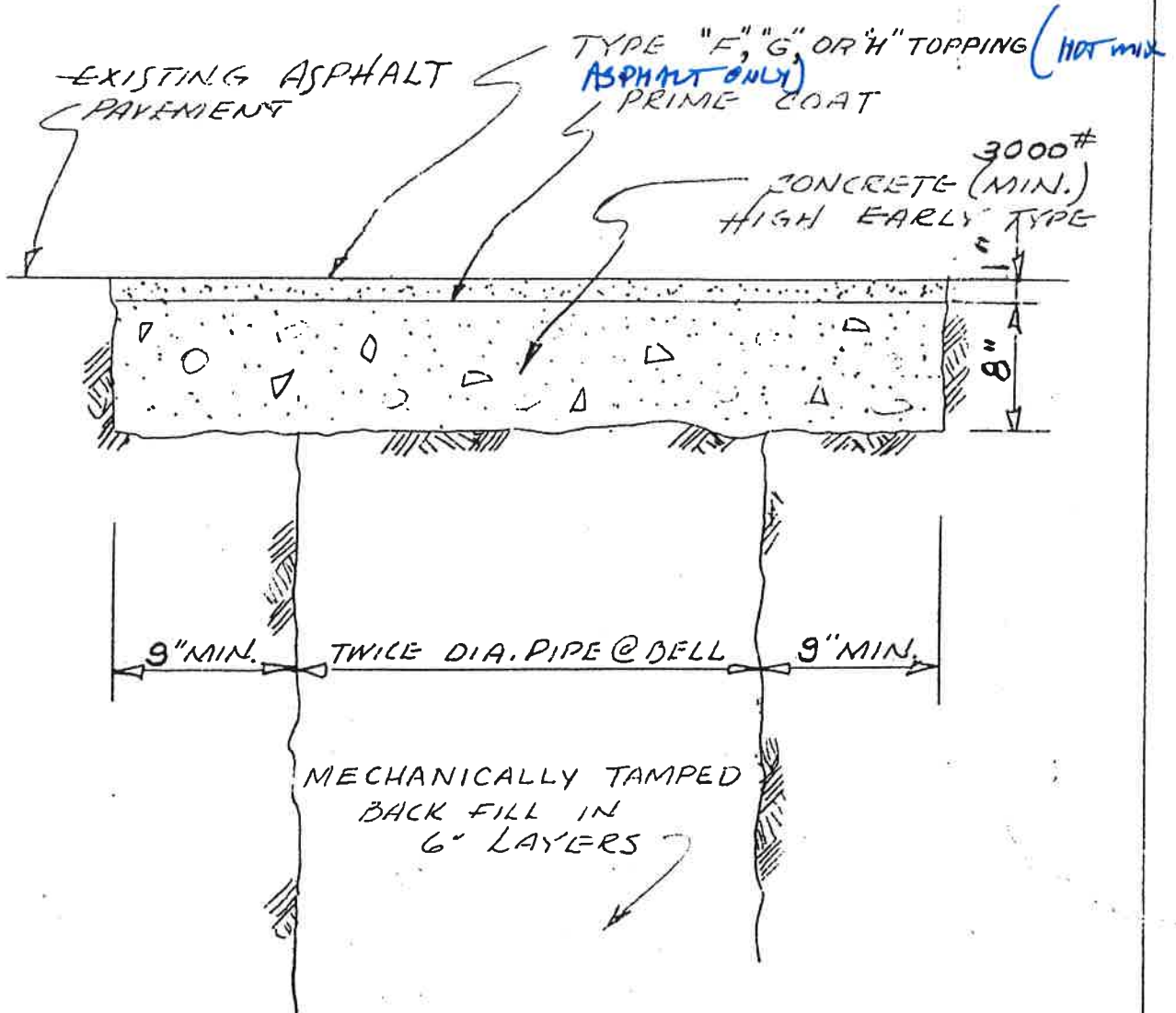
Required Fees: Permit: \$ \_\_\_\_\_ Bond: \$ \_\_\_\_\_

**Upon Satisfactory Completion of Work, Performance Bond Refund to: (Please Print)**

Name \_\_\_\_\_ Address \_\_\_\_\_

Phone Number \_\_\_\_\_

# Trench Repair Details



1. EXIST. ASPH. MUST BE SAW CUT TO NEAT STRAIGHT LINES
2. ALL EDGES OF FINISH ASPHALT MUST BE STRAIGHT. RAGGED EDGES WILL NOT BE ACCEPTABLE
3. ALL CUTS SHALL BE SQUARED UP, WITH PARALLEL SIDES, INCLUDING CUTS AT M.H.

REVISED 2-23-70 C.M.G.  
 " 5-25-73 C.M.G.  
 " 8-31-82 M.D.P.

## TYPICAL STREET PATCH

H.D.R.	CITY OF DECATUR	DETAIL
MAY '61	DECATUR, GEORGIA	107

## City of Decatur Tree Preservation Ordinance Notes

The City of Decatur is currently undergoing an update of the Tree Preservation Ordinance, which we expect to finalize in June, 2014. Below is a summary of the current and proposed provisions that would impact Google during the construction process.

### CURRENT REQUIREMENTS

#### **Section VII: Utility Company Requirements.**

All utility companies shall be required to obtain an annual permit issued by the City Engineer.

All applications for an annual permit shall include a list of subcontractors with names, addresses and city business license numbers.

1. Periodic work schedules are to be submitted to the City Engineer showing the proposed location and extent of tree work to be performed.
2. All work to be performed on trees growing on or over the public rights-of-way shall be done according to the methods described below:
  - a) No topping, dehorning or removal of trees shall be permitted except by express permission of the City Tree Consultant.
  - b) All cuts shall be made with a saw or pruner and only at nodes or crotches. No stubs shall be left. No spurs or climbing irons shall be used in the trees, except when trees are to be completely removed.
  - c) All tools being used on a tree suspected of infection with a contagious disease shall be disinfected before being used on another tree.
  - d) Stumps of trees removed in improved areas will be ground to at least 3 inches below the ground, and soil shall be leveled.

## CURRENT REQUIREMENTS (CONT.)

### Historic District Provisions:

All right-of-way work in a local historic district must be announced to the Historic Preservation Commission for comment, especially in regards to tree removal, sidewalk replacement, new infrastructure, etc. Trees in the right-of-way are exempted from a certificate of appropriateness, but a certificate of exemption must be obtained.

### Streetscape Provisions:

New structures in the ROW or other public land may require vegetative cover depending on the design and scale of the structure.

## PROPOSED REQUIREMENTS FOR UTILITY COMPANIES

### Sec. 86-87. Utility Company Requirements.

All utility companies shall be required to submit an annual work plan to the city arborist by December 1 each year for the following calendar year showing the proposed location, extent and type of work to be performed, type of tree disturbance that will occur and tree protection measures to be installed to minimize tree impact. The annual work plan shall include a list of sub-contractors with names, address and city business license numbers. No work within the tree protection zone shall be performed until the annual work plan has been received by the city arborist.

When changes are required to the annual work plan, notice shall be submitted to the city arborist in writing prior to the changes taking place for the arborist's approval. These changes may include, but are not limited to, utility infrastructure installation, repair, and tree removal or disturbance not described in the annual work plan.

All work to be performed on or around protected trees shall be done in accordance with current *ANSI A300 Standards for Tree Care Operations*, *ANSI Z133 Safety Standards*, industry best management practices and the administrative standards that accompany the tree ordinance.

All tree pruning shall be supervised by a certified arborist. Pruning cuts shall be made in accordance with ANSI standards. Topping, tipping or heading cuts, flush cuts and stub cuts shall be prohibited. No climbing spurs or spikes shall be used in trees except when trees are to be removed or in cases of a public safety emergency, natural disaster or aerial rescue of personnel.

## NETWORK HUT LICENSE AGREEMENT [DECATUR]

This Equipment Housing License Agreement ("Agreement") is entered into by the City of Decatur \_\_\_\_\_, a municipal corporation of the State of Georgia with its principal offices located at 509 North McDonough Street, Decatur, GA 30030 \_\_\_\_\_ ("City") and Google Fiber, a \_\_\_\_\_ company with its principal place of business at \_\_\_\_\_ ("Licensee") identified on the signature page of this Agreement. City and Licensee agree to the terms and conditions set forth below.

- 1. Purpose.** Licensee needs rights to occupy and use various real property sites that may be owned by the City. The sites will be used for the purpose of constructing structures that will house network equipment and fiber ("Network Equipment") that are part of Licensee's fiber optic network ("Network Hut"). The construction of each Network Hut will be based on the specifications described in Exhibit A to this Agreement, which may be amended by Licensee, subject to approval of City.
- 2. Location of Sites for Network Huts.** Licensee will identify and propose to the City the location of various City owned sites based upon the availability of suitable property. Licensee and City will work together to agree upon each Site to be used for each Network Hut in compliance with the City Code and applicable ordinances, which may include application fees, administrative or other review processes on a case-by-case basis. In addition, depending on the location of the Site, the City may require vegetative screening and related landscaping to be installed and maintained by Licensee to ensure that the Network Hut conforms to its general surroundings. When Licensee and City agree upon specific Sites, the parties will complete and sign the form attached as Exhibit B to this Agreement ("Site Terms") for each site ("Network Hut Site" or "Site"), following authorization from City's governing body. The Site Terms include a legal description of the Network Hut Site, the fees to be paid for use of the Site, and any other special terms or requirements applicable to the Network Hut Site. All utilities serving each Network Hut Site shall be coordinated by and paid for by Licensee. Licensee's occupancy and use of each Network Hut Site will be subject to all applicable laws, ordinances, rules, health and safety regulations and this Agreement, including the terms set forth in the applicable Site Terms.
- 3. Licensee Rights and Obligations.** City grants to Licensee the right to access, enter, occupy and use each Network Hut Site at any time for the sole purpose of constructing, operating and maintaining each Network Hut. Licensee shall conform to all security requirements of the location, including any security protocols, if any. City grants these rights solely to the extent it has such rights, title and interest in and to the Network Hut Site, without any express or implied warranties. Licensee shall obtain all applicable licenses, permits and other authorizations required to construct, operate and maintain the Network Hut and offer Licensee's services. Licensee shall construct the Network Hut in accordance with all applicable laws, insurance requirements, bonding requirements, and permitting requirements. Licensee shall operate each Network Hut in a manner that prevents any spread of contaminated or hazardous materials or noise. Licensee shall use and maintain the Network Hut Site in accordance with all applicable laws and reasonable requirements and shall keep the site secure (based on applicable standards) and shall be responsible for removing any debris, litter and graffiti from the Network Huts as necessary from time to time.

All construction and improvements shall be done in accordance with applicable building code requirements. Licensee shall utilize and install adequate protective equipment to ensure the safety of people and its facilities. Licensee may not sublet its rights obtained by this License to any other entity without first obtaining City's approval.

4. **Ownership of Network Equipment and Alteration.** The Network Equipment and Network Huts installed by Licensee under the authority of this Agreement are and shall continue to be the property of the Licensee.
5. **No Interest in Property.** No use of any City property or facilities and no payment of any fees or charges under this Agreement shall create or vest in Licensee any easement or other ownership or property right of any nature in any portion of the Site or adjacent property. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a licensee only.
6. **Emergency Access to Site.** City may access the Site during any public safety, health, or emergency situation (defined as being an imminent threat to persons or property) without prior notice to Licensee.
7. **Relocation.** The City may require that the Network Equipment and/or Network Huts and all appurtenances be relocated from City property if the City determines that the applicable Network Hut Site is needed by City for a reasonable and necessary public use. The City shall use best efforts to provide sufficient property for Licensee to relocate and shall use reasonable efforts to find relocation property within close proximity to the existing Site. Notwithstanding the foregoing, the City shall not be required to purchase property or use its powers of eminent domain or other police powers in connection with such relocation. Upon receipt of notification by City to Licensee that the Network Equipment and/or Network Hut must be relocated, Licensee shall proceed with such relocation within a reasonable period of time not to exceed six (6) months of notice. Licensee will vacate the Site and return the Site to its original condition. If Licensee intends to abandon any Network Huts and/or Network Equipment, then Licensee shall notify Licensor of such abandonment and shall remove such facilities within a reasonable period of time, not to exceed six (6) months after providing notice.
8. **Effective Date and Term.** This Agreement is effective on the last date it has been signed by both parties ("Effective Date"). The term of the Agreement shall begin on the Effective Date and shall end on the termination date of Licensee's franchise agreement, or legal rights to provide its services, or ten (10) years from the Effective Date of this Agreement, whichever is longer. Following the initial term, if Licensee continues to hold a franchise agreement or legal rights to provide its services, this Agreement shall be renewed for two (2) successive five (5) year periods unless Licensee provides City with written notice that it does not wish to renew the Agreement. Licensee must provide such written notice at least ninety (90) days prior to any renewal date of the Agreement. All Site Terms shall begin on the date executed and shall end on the termination date of this Agreement.

9. **Termination of Agreement or Site Terms.** Licensee may terminate this Agreement or the Site Terms for a specific Network Hut Site at any time with ninety (90) days prior written notice to the City. City may terminate this Agreement in the event of a material breach of this Agreement by Licensee and Licensee fails to cure the breach within thirty (30) days of receipt of notice from City. Notwithstanding the foregoing, nothing within this Agreement shall waive the requirements that Licensee must meet, including legislative approval of any Site Term, upon acceptance of a replacement site. Within ninety (90) days of the expiration of the term or after any termination or expiration of this Agreement, in whole or in relation to a particular Network Hut Site, Licensee will vacate the Site and return Site to original condition.
10. **Fees and Costs.** The annual rent shall be based on market rates as set out in Exhibit C for space necessary for the installation of a Network Hut. The fees shall be paid on an annual basis at the beginning of the term for each Network Hut Site. Licensee shall be responsible for all its costs associated with construction, operation, alteration, maintenance and relocation of the Network Hut and Network Hut Site. Payments shall be delivered by Licensee to the City within forty-five (45) days of the payment due date agreed upon by the parties.

Licensee shall be responsible for the payment of any taxes, levies, assessments and other charges imposed, including franchise fees and similar taxes and fees imposed upon the business conducted by Licensee at the Site.

11. **Indemnification.** It is an express condition of this Agreement that Licensee hereby releases and shall indemnify, defend and hold harmless City, its elected officials, officers, agents, employees, successors, assigns, and its authorized representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, injuries, obligations, losses, judgments, charges, interest, attorneys' fees, costs, causes of action of every kind and character, whether in law or in equity, and expenses of whatsoever kind or nature including, without limitation, those arising out of injury to or death of Licensee's employees, and in any manner, directly or indirectly, caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned or contributed to in whole or in part by reason of any act, omission, fault or negligence, of Licensee, its employees, its contractors, its agents, its lower-tier suppliers, subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement. Licensee's release, indemnity and hold harmless obligations shall include, but not be limited to, any death, injury, or damage to any person or persons or damage or destruction of property of Licensee, its employees, agents, or of any third persons, caused by the act or omission of any third persons while on or about the Site during the term of this Agreement. Licensee further agrees that this agreement to indemnify and hold City harmless shall not be limited to the limits or terms of the liability insurance required under this Agreement or Site Terms. This agreement to indemnify shall survive any termination or expiration of this Agreement for events that occurred during the term of this Agreement.

Licensee will have the right to control the defense of any such claim after reasonable consultation with City. If, in City's reasonable judgment, a conflict exists between the interests of City and Licensee in such a claim, City may retain its own counsel whose reasonable fees will be paid by Licensee.

12. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION SHALL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE STATE LAW.
13. **Insurance and Bonds.** Throughout the term of this Agreement, Licensee shall carry and maintain general liability, workers' compensation and other customary types of insurance and bonds as may be applicable to the use of Network Hut Sites pursuant to City's standard requirements for such coverages, as set forth in the attached Exhibit D. The required insurance coverage shall be issued by insurers duly qualified to offer and bind coverage within the state of Georgia.
14. **Notice.** All notices related to this Agreement will be in writing and sent to the address set forth in each signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.
15. **General Provisions.** This Agreement is governed by the laws of the State of Georgia. City will make the entirety of the rights set forth in this Agreement available to other network-based providers of internet access and multichannel video programming services in a non-discriminatory manner, including access to the City's infrastructure, poles, conduits, assets and rights of way to the extent set forth in this Agreement, on rates, terms and conditions that are as favorable as those the City provides to Licensee for the same access; recognizing that the equivalent consideration afforded by other service providers may be different than what Licensee is obligated to provide under this Agreement. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement may not be assigned by Licensee without the consent of City except for assignments to Licensee's affiliates or in connection with a merger, acquisition, sale of network assets or similar transactions ("Permitted Assignee"). As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of City, which such consent will not be unreasonably withheld, delayed or conditioned. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire Agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. This Agreement benefits only the parties hereto and their successors and permitted assigns. There are no third party beneficiaries. Nothing in this Section shall be read to require the City to renegotiate existing property agreements. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees to: (a) use electronic signatures; and (b) be subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (ESIGN, Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96).

**LICENSEE:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**(Authorized Signature)**

**(Authorized Signature)**

**(Name)**

**(Name)**

**(Title)**

**(Title)**

**Address:** 1600 Amphitheatre Parkway

**Address:**

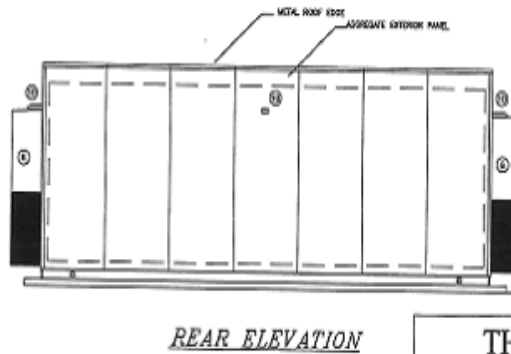
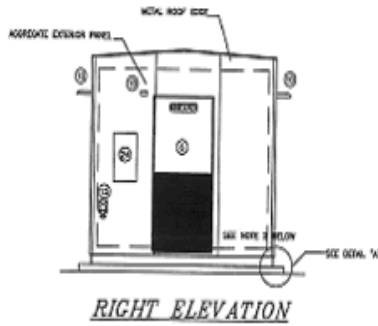
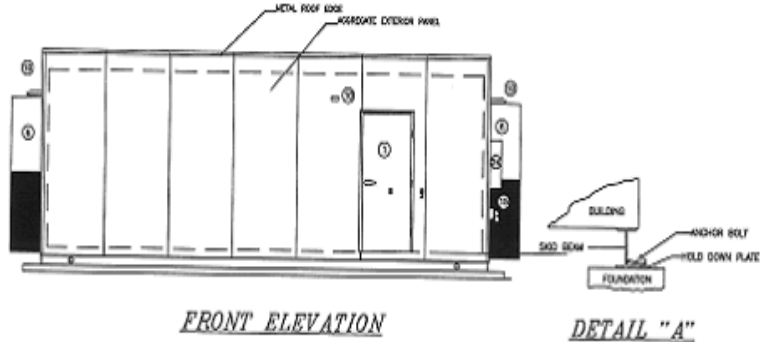
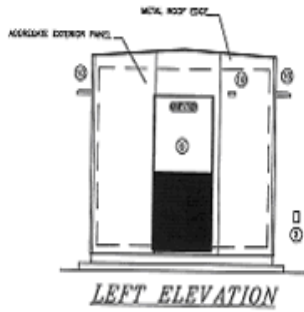
Mountain View, CA 94043

**Date:**

**Date:**

**EXHIBIT A**  
**NETWORK HUT SPECIFICATIONS**

*EXHIBIT B*



1. NO TAGS OR ANY MARKING IS TO BE SHOWN ON THE EXTERIOR OF THE BUILDING OR DOORS. INSTALL 8"X8" ALUMINUM PLATE ON THE INTERIOR OF THE BUILDING FOR ALL TAGS AND INSIGNAS.
2. ADD AN EXTENSION TO EACH AIR CONDITIONER DRAIN TUBE TO DRAIN WATER AWAY FROM THE FOUNDATION.

**PROJECT**  
**GOOGLE FIBER**

THIS DRAWING CONTAINS  
PROPRIETARY INFORMATION OF  
THERMOBOND BUILDINGS, LLC. IF IS  
INTENDED SOLELY FOR THE  
INFORMATION AND USE OF PARTIES  
OPERATING AND MAINTAINING THE  
EQUIPMENT DESCRIBED HEREIN AND  
MAY NOT BE USED, REPRODUCED  
OR DISCLOSED TO ANY OTHER  
PARTIES FOR ANY OTHER PURPOSE  
WITHOUT THE EXPRESS WRITTEN  
PERMISSION OF THERMOBOND  
BUILDINGS, LLC.

**THERMOBOND BUILDINGS**

208 N. Court 7.0, Box 445, Elk Point, SD 57508-0445  
Phone: 605-266-2065, www.thermobond.com

Scale: 1/16" = 1'	Title: EXTERIOR LAYOUT FOR 11'-6"W. X 28'L. X 9'H. BLDG.
Date: 7/24/12	Project Number:
Drawn By: DRL	Drawing Number: AGB8881
Approved By:	Rev. Date: 4/12/10
	Page: 6 OF 15

**EXHIBIT B**

**NETWORK HUT SITE TERMS**

- 1. Legal Description of Network Hut Site Location (describe below or attach legal description).** To be mutually agreed upon by the parties pursuant to Section 2 of this Agreement.

- 2. Annual Fees:**

**Other terms or requirements applicable to Network Hut Site.**

**LICENSEE:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**(Authorized Signature)**

**(Authorized Signature)**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Title)**

**Address:** 1600 Amphitheatre Parkway  
Mountain View, CA 94043

**Address:**

**Date:**

**Date:**

**EXHIBIT C**  
**RENTAL RATES**

Licensee agrees to pay to City the annual fee of \$3 per square foot for each Network Hut Site.

**EXHIBIT D**  
**INSURANCE REQUIREMENTS**

A. General Provisions

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until a certificate evidencing the insurance required by this License, the amount of any self-insured retentions and the endorsement listing the City as an additional insured shall be provided.

2. Minimum Financial Security Requirements

All companies providing insurance under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

If the issuing company does not meet these minimum requirements, City will notify Licensee in writing. Licensee must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Exhibit C must be maintained during the entire term of the agreement, including any renewal or extension terms.

4. Notices of Cancellation & Renewal

The policy or policies shall name the City, its officers, boards, commissions, agents and employees as additional insureds to the full limits of liability purchased by Licensee even if those limits of liability are in excess of those required by this Agreement.

The City's Assistant City Manager-Administrative Services will be included as a person to be notified under the policy.

Assistant City Manager-Administrative Services  
City of Decatur  
City Manager's Office  
P.O. Box 220  
Decatur, GA 30031

[Decatur – please include who you want to be notified]

B. Workers' Compensation and Employer's Liability Insurance

Licensee must procure and maintain Workers' Compensation Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement:

Workers' Compensation. . . . . **Statutory**

C. Commercial General Liability Insurance

Licensee must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/Sub-Contractor/Consultants
- Additional Insured Endorsement\* (primary& non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

**CRITICAL INFRASTRUCTURE INFORMATION  
NON-DISCLOSURE AGREEMENT**

This Critical Infrastructure Information Non-Disclosure Agreement ("Agreement") is made as of as of the date last signed below, between Decatur ("City"), and Google Fiber Inc., for itself and its subsidiaries and affiliates ("Google"). Throughout this Agreement, City and Google are individually referred to as a "Party" and collectively as the "Parties."

WHEREAS Google has requested, and City has agreed to provide, Critical Energy Infrastructure Information ("CEII") and Public Works Infrastructure Information ("PWII") for the purpose of providing Google Fiber services and products; and

WHEREAS Google acknowledges the sensitive nature of City's CEII and PWII (collectively "Critical Infrastructure Information");

IN CONSIDERATION of the mutual terms and conditions of this Agreement, and other good and valuable consideration receipt of which is hereby acknowledged, the Parties agree as follows:

1. **CEII.** The terms "Critical Energy Infrastructure Information" or "CEII," as used herein, mean transmission system operations and planning information provided by City to Google including Critical Energy Infrastructure Information as defined by FERC Order 683 to mean, "specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (i) relates details about the production, generation, transportation, transmission, or distribution of energy; (ii) could be useful to a person in planning an attack on critical infrastructure; (iii) is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. 552 and/or O.C.G.A. § 50-18-72(a)(25); and (iv) does not simply give the general location of the critical infrastructure."
2. **PWII.** The terms "Public Works Infrastructure Information" or "PWII," as used herein, means plans, blueprints and similar information regarding City public works infrastructure, including, but not limited to, water, sanitary sewer, storm sewer infrastructure, provided by City to Google that (i) could be useful to a person in planning an attack on critical City infrastructure; (ii) is exempt from mandatory disclosure pursuant to O.C.G.A. § 50-18-72(a)(25)(A)(iv); and (iii) does not simply give the general location of the critical City infrastructure.
3. **Non-Disclosure**
  - a. Google will not, without City's express written consent divulge, disclose, communicate, or use any Critical Infrastructure Information for any purpose other than the purpose set forth above.

- b. Google will take all reasonable steps to protect Critical Infrastructure Information from improper use or disclosure, and will in no case use less care to protect the City Critical Infrastructure Information than it uses to protect its own proprietary or confidential information.
- c. Google will not knowingly use, nor allow its employees or agents to knowingly use, Critical Infrastructure Information for an illegal or non-legitimate purpose.
- d. Google will require all recipients of Critical Infrastructure Information to abide by the provisions of this Section.
- e. Notwithstanding any other provision of this Agreement, no Party will be in breach of this Agreement as a result of any disclosure of Critical Infrastructure Information in compliance with any applicable law, regulation, subpoena, or court order.

**4. Term and Termination.** The term of this Agreement will continue until either Party terminates this Agreement by written notice to the other; provided, however, such termination will not affect any obligation with respect to Critical Infrastructure Information received by Google prior to such termination, which obligation will continue for a period of ten (10) years from the effective date of termination of this Agreement. Within 30 days of the effective date of termination of this Agreement Google will (1) deliver to City all of the Critical Infrastructure Information that it received from City in tangible form, and (2) destroy all documents and other tangible items containing any of such Critical Infrastructure Information or, if it is necessary for Google to retain items derived from Critical Infrastructure Information, will designate all retained items as "Confidential" and maintain their confidentiality. Nothing in this Agreement will obligate Google to recover or destroy Critical Infrastructure Information that is provided to third parties pursuant to the terms of this Agreement.

**5. Complete Agreement:** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior understanding or agreements, written or oral, on these matters; provided, however, that nothing in the foregoing will be construed to limit, alter, amend or supersede the terms and conditions of any other confidentiality agreement between the Parties and the foregoing confidentiality provision is intended by the Parties to function in addition to other confidentiality agreements between the Parties, if any such agreements exist or will exist. No waiver or amendment of this Agreement will be effective unless it is in writing and signed by both Parties.

**6. Choice of Law:** This Agreement is governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their duly authorized representatives, as of the last date signed below.

CITY OF Decatur, GA ("City")

Address: 509 N. McDonough St.

Decatur, Georgia 30030

By: Peggy Merritt

Title: City manager

Date: 4/11/2014

Google Fiber Inc. ("Google")

Address: 1600 Amphitheatre Parkway, Mountain View, CA 94043

Fleur Knowsley

By: Fleur Knowsley

Title: Corporate Counsel

Date: 4/15/14

