

ALDERWOMAN CELESTE MARTIN

ALDERMAN GARY BROCK

ALDERMAN FRED WELCH

## FEBRUARY PAID BILLS

CHATSWORTH PAWN AND	69.99	CITY FLORIST	4.28
CHAMBER OF COMMERCE	135.00	MUNICIPAL EMERGENCY SVS	2781.66
GLOBE CHEMICAL CO INC	173.80	LIBERTY NATIONAL LIFE	1502.23
KEEP CHATSWORTH MURRAY	2083.34	CHATS/MURRAY HEALTH DEPT	416.67
CHATS/MURRAY LIBRARY	2500.00	411 AUTO REPAIR	88.95
KLEEN-A-MATIC	601.03	B & B GARAGE	216.71
WORLD ELECTRONICS	38.96	KING DOOR CO INC	680.00
GEORGIA DRUG-FREE WORK	35.00	THE KNOX COMPANY	432.00
ARCPOINT	168.75	COMMAND UNIFORMS	134.81
PEACE OFFICER'S A & B	240.00	EAGLE PARTS & MACHINERY	49.08
NORTH GEORGIA TIRE	1123.95	SPARTAN CHASSIS	192.97
GAS SOUTH	1659.45	LONESOURCE INC	320.52
BRADLEY BUILDERS SUPPLY	910.29	CHATSWORTH AUTO PARTS	501.87
MUNICIPAL EMERGENCY SVS	1970.00	WINDSTREAM	1324.69
DALTON JANITORIAL INC	99.51	CHILD SUPPORT ENFORCEMENT	65.00
COMMUNICATIONS & ELECTRONIS	503.25	COHUTTA BANKING COMPANY	21781.28
O'REILLY AUTO PARTS	25.93	NATIONWIDE RETIREMENT SO	317.00
METLIFE C/O FASCORE LLC	90.59	WRIGHT EXPRESS FSC	8128.66
A & H SAFETY SUPPLY	283.60	FIRST IMPRESSIONS PRINTING	144.00
WELLS FARGO	180.00	CHATSWORTH FARM & GARDEN	12.99
CHATSWORTH TIMES	69.00	FORT VIEW CLEANERS	160.50
GEORGIA POWER COMPANY	14851.61	GMEBS	9188.25
SPECIALTY GASES SE INC	22.42	PAIN EXTERMINATING LLC	360.00
VULCAN MATERIALS CO	1717.35	ALADDIN MANUFACTURING CO	495.70
DALTON TRUCK INC	100.47	ADVANCE AUTO PARTS	19.99
CHILD SUPPORT ENFORCEMENT	65.00	KELLER OUTDOOR INC	825.00
SANTEK ENVIRONMENTAL GA	547.27	MURRAY COUNTY TAX COMM	18.00
COHUTTA BANKING COMPANY	21728.95	NATIONWIDE RETIREMENT SO	317.00
METLIFE C/O BASCORE LLC	90.59	LEGALSHIELD	25.90
MCCAMY PHILLIPS TUGGLE	40.10	SCHWAAB INC	146.48
WELLS FARGO	180.00	DYER CHRISTOPHER	36.31
AUTOZONE/AZ COMMERCIAL	118.02	MAPCO EXPRESS	17.07
JOYCE KELLY	27.11	BEAULIEU GROUP LLC	886.24
BROWN JAMES G	203.19	CHATSWORTH HOLDINGS INC	1058.15
FSG BANK NA	452.98	KYLE HUDSON CONSTRUCTION	8.95
LANCE C DARLENE	.34	PATEL KISHOR R	77.71
COHUTTA BANKING COMPANY	161.70	GOVERNMENTAL SYSTEMS INC	6214.35
GSCCCA	2155.13	CINTAS FIRST AID	72.89
PEACE OFFICERS A & B FUND	652.09	MC COMMISSIONER - DATE	300.00
PULLIAM FRETTA	36.00	COHUTTA BANKING COMPANY	21995.78
MURRAY COUNTY JAIL FUND	997.39	COURTWARE SOLUTIONS	1039.11
NATIONWIDE RETIREMENT SO	317.00	METLIFE C/O FASCORE LLC	90.59
BANKCARD CENTER	833.38	S & J INDUSTRIAL SUPPLY	174.00
TRUCK PRO	96.99	WELLS FARGO	180.00
5% VICTIMS SURCHARGE	456.17	JARRETT'S BUSINESS MACH	35.00
PENLAND LINDA	37.00	AFLAC	1602.42
GEORGIA POWER COMAPNY	21.29	CHILD SUPPORT ENFORCEMENT	65.00
VERIZON WIRELESS	524.51	ICJE	225.00
A & H SAFETY SUPPLY	498.58	GMEBS LIFE HEALTH FUND	18427.90
CHILD SUPPORT ENFORCEMENT	65.00	COHUTTA BANKING COMPANY	27710.96
NATIONWIDE RETIREMENT SO	317.00	METLIFE C/O FASCORE LLC	90.59
DAN PENLAND	36.73	NORTH GEORGIA EMC SEDC	194.01
WELLS FARGO	180.00	MOHAWK INDUSTRIES	94.18

CITY OF CHATSWORTH  
COUNCIL MEETING  
APRIL 1, 2013

The Chatsworth City Council met in regular session on Monday, April 1, 2013 at 6:00 p.m. in the Council Chambers with Mayor Dan Penland presiding.

PRESENT: Mayor Dan Penland, Aldermen: Wayne Graves, Gary Brock and Fred Welch. City Attorney Steve Williams and City Clerk Wilma Nolan.

ABSENT: Alderwoman Celeste Martin

MINUTES

AGENDA

Mayor Penland called the April 1, 2013 meeting of the Chatsworth City Council to order. The agenda was presented and the minutes of last meeting. We will entertain a motion to approve both of those.

Gary, "So moved." Fred seconded and the motion passed by a unanimous vote.

**OLD BUSINESS**

NONE

**NEW BUSINESS**

Request by the Chatsworth housing Authority to reappoint Jim Beavers to the Housing Authority Board for a five year term to expire March 2018.

Gary, "I will make that motion." Wayne seconded and the motion passed by a unanimous vote.

Presentation of a non-exclusive Telecommunications Services Franchise with Dalton Utilities - The franchise reads as follows:

**THE CITY OF CHATSWORTH, GEORGIA  
NON-EXCLUSIVE TELECOMMUNICATIONS SERVICES FRANCHISE AGREEMENT WITH**

**THE BOARD OF WATER, LIGHT & SINKING FUND COMMISSIONERS (DALTON UTILITIES)**

WHEREAS, this ordinance granting to the Board of Water, Light, and Sinking Fund Commissioners (Dalton Utilities), hereinafter referred to as the Grantee, the right to, maintain and operate a telecommunications System as described in this document and service distribution facilities and additions thereto in, under, over, across and upon streets, lanes, avenues, alleys, bridges and highways in the City of Chatsworth, Murray County, Georgia, for the purpose of transmission and distribution of various Telecommunications Services to the inhabitants of said Service Area, for a period of three (3) years from this date, regulating the same and for other purposes; and

WHEREAS, Grantee will provide Chatsworth Subscribers with local and long distance telephone services, and other communications services; and

WHEREAS, The City of Chatsworth Mayor and Council, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to construct the proposed Telecommunications System and to provide staffing, facilities, and equipment necessary to provide the telecommunications proposed, desires to enter into this Franchise Agreement with the Grantee for the construction and operation of a Telecommunications System on the terms set forth herein.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Chatsworth, Georgia that;

**SECTION 1.** **Short Title.** This Ordinance shall be known as the Board of Water, Light, and Sinking Fund Commissioners Telecommunications Services Franchise Agreement.

**SECTION 2.** **Parties.** This Franchise Agreement, hereinafter referred to as the Franchise, is between the City of Chatsworth, a Georgia municipal corporation, hereinafter referred to as "Franchising Authority", and the Board of Water, Light, and Sinking Fund Commissioners, hereinafter referred to as "Grantee."

**SECTION 3.** **Definition of Terms.**

**3.1 Definitions.** For the purpose of this Franchise, including the schedules attached hereto, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When no inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number (other terms shall have the meaning ascribed to them elsewhere in this Franchise Agreement):

- A. "Abandon or Abandonment" shall mean the surrender, relinquishment or disclaimer of property or rights to operate a Telecommunications System, or any portion thereof, serving a portion of the Service Area, evidenced by discontinued use for a period of at least twelve (12) consecutive months and lack of any significant evidence of an intent to resume use of such property.
- B. "Attributable To," for purposes of determining Gross Revenues, Means all revenues arising from, attributable to, or derived from or by reason of the Grantees delivery of local telephone service (only).

Notwithstanding any provision of this paragraph B to the contrary, "Attributable To" shall not include an revenues arising from Attributable To or derived from or by reason of Grantee's operation of the Telecommunications System for it's own internal uses, long distance telephone services, or other communications services.

- C. "Effective Date" means the date Grantee indicates written acceptance of this Franchise and agrees to be bound by and comply with all of the requirements thereof as provided in Section 10-6 hereof.
- D. "FCC" means Federal Communications Commission or successor governmental entity thereto.
- E. "Franchise" shall mean the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution,

contract, certificate, or otherwise, which authorizes operation of the Telecommunications System.

- F. "Franchising Authority" means the City of Chatsworth, a Georgia municipal corporation, or the lawful successor, transferee, or assignee thereof.
- G. "Grantee" means The Board of Water, Light, and Sinking Fund Commissioners (Dalton Utilities), or the lawful successor, transferee, or assignee thereof.
- H. "Gross Revenues" means any and all cash, credits, property or other consideration of any kind or nature received directly or indirectly by the Grantee, arising from, Attributable To, or in any way derived from the Grantee's delivery of local telephone services to Subscribers within the Service Area. Gross Revenues shall be the basis for computing the franchise fees imposed pursuant to Section 6 hereof, and any other fee permitted by law. Gross Revenues shall not include any taxes on services furnished by the Grantee which are imposed upon any Subscriber or used by the State, County, City or other governmental unit and collected by the Grantee on behalf of said governmental unit and which the Grantee passes on in full to the applicable tax authority or authorities. Any franchise fee or other fee paid to the Franchising Authority under this Franchise is not such a tax. Nor shall Gross Revenues include any non-Telecommunications Services revenues from services that are otherwise subject to a separate franchise with the Franchising Authority.
- I. "Person" means an individual, company, partnership, association, joint stock company, trust, corporation, or governmental entity.
- J. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Telecommunications System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of correctly installing and operating the Grantee's Telecommunications System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Telecommunications System. As the existing public utility, Grantee, in accordance with existing authorities and practices will continue to use the Public Way for the Telecommunications System as it does for other utilities.
- K. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.
- L. "Subscriber" means a Person who lawfully receives Telecommunications Services of the Grantee with the Grantee's express permission.
- M. "Telecommunications Service" as "[T]he receipt and/or distribution, through any means, including, without limitation, coaxial cable, optical fiber, or satellite or microwave transmission, of one or more audio, voice or data signals. Telecommunications Services includes both Cable Services and noncable telecommunications services." For the purposes of this Franchise, Telecommunications Services means only the noncable Telecommunications Services defined as the offering for a fee of (i) telephone communications services and facilities, and (ii) information services and facilities; of all kinds, without limitation, over or through all media, including wireline and wireless, whether such services are now known or are developed in the future.
- N. "Telecommunications System" means all telecommunications facilities, including software, utilized by Grantee in providing the Telecommunications Service or the transmission, between or among points specified by the Grantee, of information of the Grantees choosing, without change in the form or content of the information as sent and received.

**SECTION 4 Grant of Franchise.** The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to operate a Telecommunications System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cabled, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Telecommunications System. Nothing in this Franchise shall be construed to permit the Franchising Authority to restrict or limit Grantees right to offer any service over its Telecommunications System in a manner which is permitted under federal or state law.

**4.1 Term.** The Franchise granted hereunder shall be for an initial term of three (3) years commencing on the Effective Date of the Franchise as set forth in Section 10-6 below, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

**4.2 Extension of Franchise.** Grantee shall have the option of five three (3) year extensions upon the agreement of satisfactory service, subject to the conditions hereof; provided, however, that such an extension is specifically conditioned upon the review and approval by the Franchising Authority, at a public proceeding affording the due process to all interested parties, of Grantee's qualifications and performance, the adequacy of the Franchise provisions, and its consistency with the Rules and Regulations of the FCC.

- 4.3 Compliance with Laws. Grantee shall obtain all necessary licenses and permits from, and comply with, all laws, regulations, rules and policies of any governmental body having jurisdiction over the Grantee, including the FCC.

SECTION 5 Standards of Service

- 5.1 Conditions of Street Occupancy. All transmission and distribution structures, poles, other lines, and equipment installed or erected by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.
- 5.2 Restoration of Public Ways. If During the course of the Grantee's construction, operation, or maintenance of the Telecommunications System there occurs a disturbance of any Public Way by the Grantee, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance. Repairs must be made in accordance with current Franchising Authority specifications.
- 5.3 Relocation at Request of the Franchising Authority. Upon its receipt of reasonable advance notice, which notice shall not be less than fifteen (15) business days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority. The Grantee shall in all cases have the right of Abandonment of its property.
- 5.4 Relocation at Request of Third Party. The Grantee shall, on the request of any Person holding a building moving permit issued by the Franchising Authority, temporarily raise or lower its wires to permit the moving of such building, provided: (a) the expense of such temporary raising or lowering of wires is paid by said Person, including, if required by the Grantee, making such payment in advance; and (b) the Grantee is given not less than fifteen (15) business days advance written notice to arrange for such temporary wire changes.
- 5.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority to cause the trimming of trees and other natural growth overhanging any of its Telecommunications System in the Service Area so as to prevent branches from coming in contact with the Grantee's wires, cables, or other equipment. The Grantee shall, at its own expense, use its own resources, for all tree and shrubbery trimming activities within the public right of way. Grantee however, will have no responsibility for tree or shrubbery trimming or other maintenance on Subscriber's property, nor is Grantee responsible for outages or damage on the Telecommunications System caused by trees or shrubbery or other conditions located on the Subscriber's property.
- 5.6 Safety Requirements. Construction, installation, and maintenance of the Telecommunications System shall be performed in an orderly and workmanlike manner. All such work shall be performed in accordance with applicable FCC or other federal, state, and local regulations and the National Electric Safety Code.
- 5.7 Aerial and Underground Construction. In those areas of the Service Area where all of the existing transmission or distribution facilities are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground. In those areas of the Service Area where the transmission or distribution facilities are both aerial and underground, the Grantee shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerial or underground. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground and ground mounted appurtenances such as Subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. In the event technology advanced to allow active devices underground, the Grantee may, in its sole discretion, exercise such option.
- A. New Developments. The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned commercial/residential developments within the Service Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require as a condition of issuing the permit where such condition can be lawfully imposed that the developer give the Grantee access to open trenches for deployment of cable facilities and prior written notice of the date of availability of trenches. Such notice must be received by the Grantee at least ten (10) business days prior to such availability. The Grantee shall be responsible for engineering, deployment labor, and cable facilities. Installation of trench from utility easements to individual homes or other structures shall be at the cost of the home/building owner or developer unless otherwise provided.
- B. Local Improvement District. If an ordinance is adopted creating a local improvement district which involves placing underground certain utilities including that of the Grantee which are then located overhead, the Grantee shall participate in such underground project and shall remove poles, cables and wires from the surface of the streets within such district and shall place them underground in conformity with the requirements of the Franchising Authority.

The Grantee may include its costs of relocation facilities associated with the underground project in said local improvement district in the Subscriber's bills if allowed under applicable Federal Rate Regulations.

- C. Existing Non-Conforming Conditions. Any existing aerial cable plant that is currently located in or crossing a non-aerial street, artery or underground district where Grantee is the only entity that is still maintaining an aerial cable distribution system shall be placed underground with the first six months of this Franchise.
- D. Environmental Contamination. The Grantee shall be under no obligation to provide Service to any location that may require any environmental remediation of clean-up prior to any construction, installation or maintenance of the Telecommunications System. Grantee shall be responsible to any third parties for any liability which Grantee may incur under State or Federal environmental or safety laws. However, Franchising Authority agrees not to sue Grantee directly or join Grantee into any suit for environmental liability unless Grantee is a cause of such liability.

#### 5.8 Customer Service Standards.

Grantee shall at all times comply with all applicable customer service standards of the FCC and the Georgia Public Service Commission.

#### SECTION 6 Regulation by the Franchising Authority

##### 6.1 Franchise Fee.

- A. The Grantee shall pay to the Franchise Authority a franchise fee of three percent (3%) of the Gross Revenues derived from local telephone services by the Grantee within the Service Area. All payments shall be semi-annually on the fifteenth day of January and July and shall be accompanied by a statement (certified by the Company's CEO) of gross Subscriber revenue derived by the Grantee from the operation of the Telecommunications System during the preceding six (6) months period. For the purpose of ensuring proper franchise fee payments have been made as prescribed by this section, during the term of this Franchise, the Franchising Authority may, not more frequently than once each year, request a copy of the independent audit performed by the Grantee's independent audit firm.

#### SECTION 7 Technical Standards

- 7.0 Technical Standards. The Grantee shall be responsible for insuring that the Telecommunications System is designed, installed and operated in a manner that fully complies with State and federal law. Additionally, the Grantee will design, install and operate the system in a manner that is consistent with, or exceeds those local standards and guidelines currently in use.

#### SECTION 8 Insurance and Indemnification

##### 8.1 Indemnification Requirements.

The Grantee shall indemnify and hold the Franchising Authority harmless at all times during the term of this grant from and against all claims for injury or damages to persons or property both real and personal caused by the construction, erection, operation or maintenance of any structure, equipment, appliance or products authorized or used pursuant to authority of this Ordinance.

The Grantee shall maintain an unencumbered fund totaling double the amounts stated below in this Section 8.1, to protect the Franchising Authority and itself from and against any and all claims for injury or damages to person or property, both real and personal, caused by the construction, erection, operation or maintenance of any structure, equipment, appliance or products authorized or used pursuant to authority of this Ordinance, and the amount of such protection against liability due to damage to property shall not be less than One Hundred Thousand Dollars (\$100,000.00), as to any one person, and Two Hundred Thousand Dollars (\$200,000.00), as to any one accident, and against the liability due to injury or death of persons the amount of insurance shall not be less than the minimum single limit amount of One Million Dollars (\$1,000,000.00).

The Grantee, upon receipt of notice in writing from the Franchise Authority, shall defend at its own expense any action or proceedings against the Franchise Authority in which it is claimed that the injury or damage arose from the Grantee's activities in the operation of its Telecommunications System, Franchising Authority, its Mayor, Council, boards and employees shall be protected by the funds held in reserve for this Franchise Agreement.

Notwithstanding anything to the contrary contained in this Franchise Agreement, Franchising Authority hereby agrees that if payments of all amounts of any kind or nature whatsoever that may at any time be due and owing to the Franchising Authority by Grantee pursuant to the terms of, or result in from, this Agreement shall be payable solely out of the Dalton Utilities assets and shall not be payable from any other source, including, without limitation, the general fund or other assets of the general government of the City of Dalton. No provision of this Agreement is intended to, nor shall any such provision in any way grant, convey or otherwise extend to Franchising Authority any lien, encumbrance or other charge against Dalton Utilities' assets.

#### SECTION 9 Enforcement and Termination of Franchise

- 9.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, it shall notify the Grantee in writing of the exact nature of the alleged noncompliance.
- 9.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in Section 9.1 above: (a) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (b) to cure such default, or in the event that,

by the nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

9.3 **Public Hearing.** In the event that the Grantee fails to respond to the notice described in Section 9.1 above pursuant to the procedures set forth in Section 9.2 above, or in the event that the alleged default is not remedied within thirty (30) days or the dated projected pursuant to 9.2 above, the Franchising Authority shall schedule a public hearing to investigate the alleged default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority which is scheduled at a time that is no less than five (5) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with an opportunity to be heard.

9.4 **Enforcement.** Subject to applicable federal and state law, in the event the Franchising Authority, after such meeting, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of the substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instance of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from receipt of such notice to object in writing and to state its reason for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public meeting. The Franchising Authority shall cause to be served upon the Grantee, at least (10) days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to request termination of the Franchise.

At the designated meeting, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

9.5. **Technical Violations.** The parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called technical breach(es) or violation(s) of the Franchise or local ordinance, which shall include but are not limited to the following:

- A. In instances or for matters where a violation or a breach by the Grantee of the Franchise or local ordinance was good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area; or
- B. Where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise or local ordinance, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise or local ordinance.

#### SECTION 10. Miscellaneous Provisions

10.1 **Action of Parties.** In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall be consistent with applicable law, as it exists from time to time, should be the litmus test of the Franchise Authority's actions.

10.2. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate and control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

- 10.3 Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.
- 10.4 Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.
- 10.5 Equal Protection. If during the term of this Franchise Agreement or any extension thereof, the Franchise Authority grants a franchise consent or right to another operator containing a term or terms more favorable or less burdensome to that operator than those granted to the Grantee in this Agreement, then Grantee shall have the right to have those terms incorporated into this Franchise Agreement, after good faith negotiations and consent by the Franchising Authority. However, nothing in this section shall be construed to give Grantee any right to waive or relieve itself from the obligation to pay the full franchise fee as set forth in Section 6.1 of this Agreement.
- 10.6 Acceptance; Effective Date. This Ordinance shall become effective immediately from and after its adoption; provided however, that the Franchise granted by this Ordinance shall not become effective unless and until Grantee indicates written acceptance thereof and an agreement to be bound by and comply with all of the requirements thereof by signing at the place shown below.
- 10.7 Scope; Limitation of Effect. This Ordinance governs the provision of Telecommunications Services by Grantee in the Service Area. No provision of this Ordinance is intended to, nor shall any such provision be deemed to, regulate, control or otherwise affect any other services provided by Grantee except as may be expressly set forth in this Ordinance.
- 10.8 Conflicts. In the event of any conflict between the provisions of this Franchise Agreements and Chatsworth, GA., Ordinance 121495 (Jan. 1, 1996), the provisions of this Franchise Agreement shall prevail.
- 10.9 Assignment. Neither party shall be entitled to assign its rights or obligations under this Agreement without the consent of the other party, not to be unreasonably withheld. Subject to such restriction, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

Be it further ordained that all laws and ordinances in conflict herewith be and the same are hereby repealed.

Adopted unanimously by the Mayor and Council of the City of Chatsworth at a regular monthly meeting duly called and held on April 1, 2013.

/s/ Dan Penland  
Mayor of the City of Chatsworth

Approved: April 1, 2013.

I, Wilma Nolan, Clerk of the Mayor and Council of the City of Chatsworth, Georgia, hereby certify that I was present at the regular meeting of the Mayor and Council of the City of Chatsworth duly called and held on April 1, 2013, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by said Mayor and Council of the City of Chatsworth at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the Mayor and Council of the City of Chatsworth, Georgia.  
This 1st day of April, 2013.

/s/ Wilma Nolan  
Clerk, Mayor and Council of the City of Chatsworth

Fred, "So moved." Wayne seconded and the motion passed by a unanimous vote.

Presentation of an Investment Policy and Procedures for the city for adoption. The policy reads as follows:

City of Chatsworth  
Finance Committee  
Cash and Investment Policy and Procedures

#### 1.0 Policy

It is the policy of the City of Chatsworth to invest funds in a manner that will provide maximum security and rate of return while meeting the daily cash flow demands of the City. This investment policy has been written in compliance with section 36-83-4 of the Georgia State Codes, and will set forth the guidelines and objectives necessary to achieve a prudent cash and investment management program.

#### 2.0 Scope

The investment policy applies to all cash and investments under management of the City of Chatsworth's Finance Committee. This policy specifically excludes the investments of employees' retirement funds, and Chatsworth Water Works Commission.

### 3.0 Pooled Cash/Investment Management

Except for cash in restricted or specialized funds, the City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to various funds based upon their respective participation and in accordance with generally accepted accounting principles.

### 4.0 Objectives

Investment of the funds covered by this policy shall be governed by the following investment objectives, in order of priority;

- 4.1 **Legality:** All investments shall fully comply with federal, state and local laws.
- 4.2 **Safety:** Safety of principal is the primary objective. Principal is protected from loss with secure investment practices and collateralization.
- 4.3 **Liquidity:** Investments are readily converted to cash when needed without losses; and
- 4.4 **Yield or Return on Investment:** Earnings are maximized without diminishing the other principles.

### 5.0 Delegation of Authority

Authority to manage the investment program is granted to Finance Committee, referred to as investment officer of this policy.

### 6.0 Standards of Care

Investment Officers shall adhere to the "Prudent Investor" standard as suggested by the Government Finance Officer's Association (GFOA), which states that:

- 6.1 **Prudence:** The "prudent investor" standard shall be applied in the context of managing an overall portfolio. Invest Officers who exercise due diligence and act in accordance with the investment policy and written procedures, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.
- 6.2 **Ethics and Conflicts of Interest:** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Officers and employees involved in the investment process shall disclose any material interests in financial institutions with which they conduct business. Officers and employees involved in investment process shall disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. The City statute on conflict of interest and disclosure shall be strictly followed.

### 7.0 Authorized Financial Institutions, Depositories and Broker/Dealers

The Investment Officer and designated investment staff, at least annually, shall review, revise, and adopt a list of qualified broker/dealers and financial institutions authorized to engage in investment transactions with the City.

In order to be considered for approval, forms will be required to provide:

- 7.1 Audited financial statements for the most recent period.
- 7.2 Proof of National Association of Securities Dealers (NASD) certification resolution (not applicable to Certificate of Deposit counterparties.)
- 7.3 Proof of State of Georgia registration.
- 7.4 Completed broker/dealer questionnaire (Exhibit 1) (Not applicable to Certificate of Deposit counterparties),
- 7.5 Acknowledgement of investment policy (Exhibit 2).

### 8.0 Authorized Investment and Deposits

The following securities are authorized under Code Section 36-83-4;

- 8.1 Obligations of the State of Georgia or of other States;
- 8.2 Obligations issued by the United States government
- 8.3 Obligations fully insured or guaranteed by the United States government or a United States government agency
- 8.4 Obligations of any corporation of the United States Government
- 8.5 Prime banker's acceptances;
- 8.6 The Local government investment pool established by code section 36.83.8
- 8.7 Fully collateralized repurchase agreements backed by securities listed in 8.2 and 8.3.
- 8.8 Obligations of other political subdivision of the state of Georgia.

Time deposits and savings deposits of banks organized under the laws of Georgia or the U.S. Government and operating in Georgia - savings accounts, money market accounts and certificates of deposit.

Unexpended bond proceeds fall within O.C.G.A. Code Section 36-82-7. Refer to Exhibit (3).

9.0 Collateralization.

The City requires that all uninsured collected balances plus accrued interest, if any, in depository accounts be secured in accordance with this policy.

The City requires that all securities purchased under the terms of a repurchase agreement be assigned to the City, with clearly marked evidence of ownership through safekeeping receipts. Dealers and financial institutions wishing to transact repurchase agreements with the City will be required to sign a Master Repurchase Agreement using the Public Securities Master Repurchase Agreement as a guide.

Collateral will always be held by an independent third party with whom the City has a current custodial agreement and shall be reviewed at least monthly to ensure that the market value of the pledged securities is adequate. The right of collateral substitution may be granted after obtaining prior approval from the City.

9.1 Securities authorized for collateral under this policy are limited to those investments outlined in Section 8.1 through 8.3.

9.2 The collateralization level for uninsured deposits shall be 110% of the market value of principal and accrued interest.

10.0 Safekeeping and Custody

Safekeeping and custody of securities and collateral shall be in accordance with state law. All securities transactions, except local government investment pool and money market mutual fund transactions, shall be conducted on a delivery versus payment (DVP) basis. This ensures the City neither transfers money or securities before receiving the other portion of the transaction. Both transaction occur simultaneously through the custodial bank authorized to conduct transactions for the City.

11.0 Reporting and Audit Requirements

The Finance Committee Chairman shall prepare a quarterly investment report to be submitted to the Finance Committee. The report shall include:

- a) List of individual securities held;
b) Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities;
c) Average weighted yield to maturity of portfolio;
d) List of investment by maturity date;
e) Percentage of total portfolio with each type of investment represented;
f) statement of compliance with written investment policy.

The above stated components of the portfolio performance reports can be adjusted at the discretion of the Finance Committee Chairman.

The annual financial report of the City will disclose the performance of the investment program and will be audited annually by the independent auditor.

EXHIBIT I
CITY OF CHATSWORTH

BROKER/DEALER QUESTIONNAIRE AND CERTIFICATION

1. NAME OF FIRM: \_\_\_\_\_

2. ADDRESS: \_\_\_\_\_

3. TELEPHONE NO.: ( ) \_\_\_\_\_

4. PRIMARY REPRESENTATIVE/PRINCIPAL-IN-CHARGE:

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE \_\_\_\_\_ TITLE \_\_\_\_\_

TELEPHONE NO.: ( ) \_\_\_\_\_ TELEPHONE NO.: ( ) \_\_\_\_\_

5. Are you NASD qualified? ( ) Yes ( ) No

6. Are you a primary dealer in U.S. Government Securities? ( ) Yes ( ) No

7. If no, answer the following questions and provide documentation:

a. Do you have or are you guaranteed by a firm with a minimum of \$50 Million in net capital? ( ) Yes ( ) No

8. Please provide your most recent annual report and financial information.

9. Which investment products are offered by your firm:

- ( ) U.S. Treasury Notes/Bonds  
 ( ) U.S. Agency Securities  
 ( ) U.S. Agency Discount Notes  
 ( ) Repo  
 ( ) Overnight ( ) Term ( ) Commercial Paper  
 ( ) Investment Contracts  
 ( ) Other

10. Please provide custodian information.

11. Please provide delivery instructions.

12. Please provide a copy of primary representatives NASD U-4 Form.

**EXHIBIT 2  
 CITY OF CHATSWORTH  
 INVESTMENT POLICY CERTIFICATION**

**CERTIFICATION**

I hereby certify that I have read the investment policies and objectives of the "City of Chatsworth" and have implemented reasonable procedures and a system of controls designed to preclude imprudent or unauthorized investment activities. We will notify you immediately by telephone and in writing in the event of a material adverse change in our financial condition. I attest to the accuracy of our responses to your questionnaire.

Signed: \_\_\_\_\_

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

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

(Signed by company president or principal in charge of office.)

Gary, "I will make that motion." Wayne seconded and the motion passed by a unanimous vote.

**COMMITTEE REPORTS**

**FINANCE:** I have reviewed the budget for the month of March and all the departments are within the budget. We have collected 95% of the 2012 taxes.

**INFRASTRUCTURE:** Gary advised the street department had a very busy month.

Steve Smith advised the solar project has been approved and should be installed by the end of the year for the wastewater and water plants. Some of the other upgrades will begin in the next few weeks.

The solar project will be joint with Georgia Power. They will design and bid, and have a twenty year maintenance contract on it for maintenance. Over a twenty five year period we should save from 4 to 6 million.

**INTERGOVERNMENTAL & TECHNOLOGY:** Dolley advised she was working with Municode to update and modifying the code book of ordinances which is a lengthy process.

We are answering complaints and problems. On April 25, 2013, we will have a Board of Appeals meeting.

**PUBLIC SAFETY:** Chief Baxter was absent however, Mr. Parker was here with the training report and monthly incident report.

Mr. Parker advised Mr. Baxter completed the week long Georgia Smoke Divers program.

Georgia Firefighter Academy held their annual firefighter weekend last month and called and hand selected three of our guys to attend. They were Captain Torres, Captain Brigam Young and firefighter Jordan Parker. They served as instructors in several classes.

The manufacture of the new apparatus is on schedule and we are actively taking bids for the equipment. We should begin purchasing this equipment this month or early next month.

Fred indicated the equipment appeared to be coming in under budget. It was projected to cost \$120,000.

The 17th class of the FLAMES course is scheduled this weekend.

We are taking applications for the full-time firefighter. We should have him replaced by the next meeting.

Chief Martin has his report available. Chief Martin advised that it was a normal month for them. They has 13 cases of VGCSA. The City of Chatsworth Police Department now has a drug dog. His name is Irko and he was introduced to the public at this time. The officer in charge of Irko is Brian Ingle.

There was no business for the executive session.

Mayor Penland adjourned the meeting at 6:15 p.m.

ATTEST:

CITY CLERK

MAYOR DAN PENLAND



ALDERMAN WAYNE GRAVES

ALDERMAN GARY BROCK

ALDERMAN FRED WELCH

MARCH PAID BILLS

BRADLEY BUILDERS SUPPLY	292.18	CHATSWORTH FARM & GARDEN	21.98
CHATSWORTH AUTO PARTS	434.38	PAT DENSMORE SELF	562.00
NIXON POWER SERVICES CO	1552.00	WINDSTREAM	1332.42
GSCCCA	2076.59	LIBERTY NATIONAL LIFE	1502.23
ORKIN EXTERMINATING CO	635.82	KEEP CHATSWORTH MURRAY	2083.34
PEACE OFFICERS A & B FUND	505.31	MC COMMISSIONER- DATE	452.56
CHATS/MURRAY HEALTH DEPT	416.67	CHATS/MURRAY LIBRARY	2500.00
DALTON TRUCK INC	73.50	411 AUTO REPAIR	148.95
ADVANCE AUTO PARTS	30.37	GEORGIA TECHNOLOGY AUTHOR	530.69
DONNA FLOOD CLERK	1130.00	KLEEN-A-MATIC	574.68
CHILD SUPPORT ENFORCEMENT	65.00	COMMUNICATIONS & ELECTRON	183.59
WORLD ELECTRONICS	16.27	COHUTTA BANKING COMPANY	22090.75
MURRAY COUNTY JAIL FUND	832.13	CHEROKEE TRUCK EQUIP	244.70
COURTWARE SOLUTIONS	700.89	NATIONWIDE RETIREMENT SO	317.00
METLIFE C/O FASCORE LLC	90.59	WRIGHT EXPRESS FSC	7573.05
NORTH GEORGIA TIRE	353.58	S & J INDUSTRIAL SUPPLY	166.80
MCCAMY PHILLIPS TUGLE	178.50	WELLS FARGO	180.00
AUTOZONE/AZ COMMERCIAL	120.49	GEORGIA FIRE & RESCUE SU	679.34
5% VICTIMS SURCHARGE	390.61	GAS SOUTH	1649.45
QUALITY MAINTENANCE	85.00	LONESOURCE INC	360.19
GLAZE SUPPLY CO	132.54	AWOGS	216.00
COHUTTA BANKING COMPANY	1000000.00	BABBS BODY SHOP	55.00
CHATSWORTH TIMES	138.00	FORT VIEW CLEANERS	60.60
GEORGIA POWER COMPANY	14818.62	GMEBS	9188.25
CHILD SUPPORT ENFORCEMENT	65.00	COHUTTA BANKING COMPANY	21681.96
NATIONWIDE RETIREMENT SO	317.00	METLIFE C/O FASCORE LLC	90.59
COMMAND UNIFORMS	119.03	PEACE OFFICERS A & B	240.00
ADVANCED OFFICE SYSTEMS	80.12	A & H SAFETY SUPPLY	147.80
WELLS FARGO	180.00	JARRETT'S BUSINESS MACH	35.00
CHAMBER OF COMMERCE	1000.00	COMMISSIONER OF MC	268.02
VULCAN MATERIALS CO	3788.63	PURE UV WATER COOLERS	30.00
CHILD SUPPORT ENFORCEMENT	65.00	SANTEK ENVIRONMENTAL GA	928.55
COHUTTA BANKING COMPANY	21700.40	NATIONWIDE RETIREMENT SO	317.00
METLIFE C/O FASCORE LLC	90.59	LEGALSHIELD	25.90
LINWOOD PLACE LP	1656.11	GRADY BURGESS ELECT SVC	197.50
WELLS FARGO	180.00	RAMESHWAR SHREE LLC	248.40
LONG MARK	1250.00	MOHAWK INDUSTRIES	2170.23
FIELDSTONE APARTMETNS	642.97	AFLAC	1586.18
GLOBE CHEMICAL CO INC	542.51	GEORGIA POWER CO	2812.57
GMEBS LIFE HEALTH FUND	21357.60	PITNEY BOWES	162.00
GEORGIA TECHNOLOGY AUTHORITY	549.25	CHILD SUPPORT ENFORCEMENT	65.00
KELLER OUTDOOR INC	825.00	COMMUNICATION & ELECTRONIC	267.00
COHUTTA BANKING COMPANY	26266.27	NATIONWIDE RETIREMENT SO	317.00
VERIZON WIRELESS	359.57	METLIFE C/O FASCORE LLC	90.59
US DPT HOMELAND SECURITY	25.00	EAGLE PARTS & MACHINERY	22.44
BENNETT FIRE PRODUCTS CO	324.00	NORTH GEORGIA EMC -SEDC	190.98
BANKCARD CENTER	1556.52	WELLS FARGO	180.00