

# CHAPTER 40: FRANCHISE ORDINANCES

## Section

40-101	Telecommunications Management Services
40-102	Comcast Cablevision Ordinance



## Section 40-101 Telecommunications Management Services

1. **Services Provided to the City of Bowman.**
  - A. GMA agrees to provide, either directly or through its agents or subcontractors, the following services (all of which are explained more fully below) which are to be known as GMA Telecommunications Management Service:
    - (1) Franchise Management, as more fully described in Section 2 of this agreement;
    - (2) Franchise Renewal Services, as more fully described in Section 3 of this agreement;
    - (3) Cellular Tower and PCS Tower Site Consultation Services, as more fully described in Section 4 of this agreement;
    - (4) Franchise Compliance Monitoring Services as more fully described in section 5 of this agreement.
2. **Franchise Management.** Franchise Management shall include assisting the City with the following:
  - A. Facilitating the City's compliance with the 1984 and 1992 Federal Cable Acts, the Telecommunications Act of 1996 and the rules of the FCC governing rate regulation and other matters affecting municipal regulation of cable TV operators.
  - B. Regulating cable rates for basic service, equipment and installation, and performing rate analysis to determine compliance with the Federal Communications Commission ("FCC") rate regulations.
  - C. Evaluating and responding to requests for approval of franchise transfers.
  - D. Recommending and developing customer service standards for cable TV operators.
3. **Franchising and Franchise Renewal Service.** Franchising and Franchise Renewal Service shall include assisting the City as needed with the following:
  - A. Implementing and administering a procedural process for granting new franchises, as well as assessing the public's interest and negotiating the terms and provisions for new franchises.
  - B. Evaluating the past performance of companies seeking franchise renewal.
  - C. Determining the future cable-related needs and interests of the City in the development and implementation of a community needs assessment.
  - D. Assisting with Public Educational and Government Channel (PEG) development and implementation issues.
  - E. Planning for the development of an Institutional Network.
  - F. Assisting with public rights-of-way management.
  - G. Negotiating a new or renewal franchise agreement on behalf of the City.
4. Cellular and PCS Tower Site Consultation Services Cellular and PCS and Tower Site Consultation Services shall include:
  - A. Assisting in the examination of the impact of cellular and PCS technologies on local zoning.
  - B. Advising Cities on the provisions of tower site agreements for the use of public land.
  - C. Informing Cities concerning federal policies related to siting of wireless technologies.
  - D. Referring Cities to engineering or other professional resources on an as needed basis.
5. **Franchise Compliance Monitoring Services.**
  - A. Franchise compliance monitoring service shall include systematically reviewing the cable operator's compliance with the terms of certain aspects of a renewed franchise agreement to encompass the following:
    - (1) Documenting receipt of revenue report forms.

- (2) Advising government concerning conducting the local performance review of operator's performance in compliance with provisions of the franchise agreement.
  - (3) Reviewing funding or other issues related to the government channel, tower rental fees or pole agreement fees if applicable,
  - (4) Documenting operator's carriage of appropriate insurance coverage.
  - (5) Checking and documenting the status of system construction time frames.
  - (6) Handling and resolving subscriber complaints as referred.
  - (7) Monitoring operator's adherence to federal customer service standards.
  - (8) Notifying Cities of any identified areas of noncompliance and resolution of same or notification that the operator was found to be in compliance.
6. **Other Services.** In addition to the services outlined above, the City may obtain franchise fee auditing and technical performance auditing of a cable operator or telecommunications company and technical assistance in the development of public, educational and governmental access channels and institutional networks as well as engineering consulting services concerning cellular tower siting. These other services may be obtained from GMA, its agents, employees or subcontractors. The parties to the agreement may execute an addendum or addenda to this agreement for the City to obtain such services; provided, however, the additional fee for each such additional service shall not exceed ten thousand dollars (\$10,000).
7. **Effective Date, Renewal and Termination.**
- A. This agreement shall become effective upon the signature by the parties.
  - B. This Agreement shall terminate absolutely and without further obligation on the part of the City at the close of the Calendar year in which it was executed and at the close of each succeeding Calendar year for which it may be renewed as provided for herein. For purposes of this agreement, a Calendar year shall mean July 1 through June 30.
  - C. This Agreement shall commence as of July 1, 2000. It shall be automatically renewed for successive one-year terms thereafter, unless terminated by either GMA or the City by giving thirty (30) days advance written notice of such termination to the other party. GMA shall be entitled to payment for services rendered to the City, including compensation due for additional services reasonably substantiated by GMA as of the effective date of termination.
  - D. The total obligation of the City under this Agreement for the Calendar year of execution shall initially be \$4,500.00. The total obligation of the City which will be incurred in each Calendar year renewal term shall be reflected in an annual invoice to be submitted to the City thirty (30) days prior to the due date. The invoice shall state the total amount of obligation for the upcoming year exclusive of amounts for any Other Services as the City may elect to obtain through the provisions of Section 6 of this agreement. The rendering of services by GMA or its subcontractors to the City after any renewal of this Agreement for such services shall result in additional obligations for the City.
8. **Hold Harmless and Indemnification.** Each party shall bear the responsibility for liability for negligence, errors or omissions of its own officers, agents, employees or subcontractors in carrying out this agreement. The City holds harmless GMA for liability for the negligence of the City, its officers, agents, employees, or subcontractors arising out of this agreement. GMA holds harmless the City for the negligence of GMA, its officers, agents, employees, or subcontractors arising out of this agreement. In addition, the City designates GMA, its officers, agents, employees, and contractors as agents of the City for purposes of Section 635A of the Communications Act of 1934, as amended, and the applicable provisions of the Local Government Antitrust Act of 1984.
9. **Amendments.** This contract may be amended by future written agreements executed on behalf of the City and GMA.
10. **Law Applicable.** This agreement shall be construed under the laws of the State of Georgia.

**Section 40-102 Comcast Cablevision Ordinance**

1. **Grant of Authority.**
  - A. **Grant of Franchise.** The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the "Franchise") to occupy and use the Streets within the Franchise Area in order to construct, operate, maintain, upgrade, repair and remove the System, and provide Services through the System, subject to the terms and conditions of this Agreement. This Agreement only authorizes the Company to provide Cable Service and does not authorize any other services. The Company

shall obtain a separate franchise or other authorization required by the Franchising Authority to provide services other than Cable Services in the Franchise Area, through the Communications System or otherwise, to the extent such franchise or authorization is required pursuant to applicable federal, state or local law, regulation or ordinance. Nor shall such franchise be construed to authorize the license or lease to any Person or entity of the right to occupy or use the public rights-of-way for the conduct of any private business unless such Person or entity has obtained a franchise except as otherwise permitted by and in accordance with applicable law.

- B. Certain Actions by the Company.** Within thirty (30) days of the execution of this Agreement, the Company will deliver to the Franchising Authority a certificate of liability insurance pursuant to Section 10 hereof, with a copy to the Clerk of the City.
- C. Term of Franchise.** The Franchise shall commence upon the Effective Date and shall remain in effect for a period often (10) years from the Effective Date, unless the Franchise is renewed or the Franchise is sooner terminated pursuant to this Agreement by (i) the revocation of the Franchise as provided in Section 9 or (ii) an Abandonment. Upon termination of the Franchise, all rights of the Company in the Franchise shall cease, and the rights of the Franchising Authority and the Company to the System, or any part thereof, shall be determined as provided in Section 9.
- D. Renewal.** Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.
- E. Reservation of Authority.** Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the System to secure the appropriate permits or authorizations for such use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. In the event that all or part of the Streets within the Franchise Area are eliminated, discontinued and closed, the Franchise shall cease with respect to such Streets upon the effective date of the final action of the Franchising Authority with respect thereto.
- F. Most Favored Nations.**
- (1) **Additional Cable Franchise Granted on More Favorable Terms.** The Franchising Authority reserves its right to grant to any third party one or more franchises (hereinafter "Additional Cable Franchise") for the construction, operation or maintenance of a cable system pursuant to the Cable Act. If the Company believes the agreement (hereinafter the "Additional Cable Franchise Agreement") pursuant to which such Additional Cable Franchise is granted bestows benefits and imposes burdens on such third party which, on balance, are materially more advantageous to such third party than the benefits bestowed and burdens imposed on the Company by this Agreement are to the Company, then the Company may request that the Franchising Authority make a determination to such effect and, in the event of such a determination, renegotiate the terms and conditions of this Agreement as provided below. The Franchising Authority shall provide the Company with written notice of any third party application to obtain an Additional Cable Franchise within ten (10) business days of receipt of such application.
- G. Procedure.** If the Company believes the Additional Cable Franchise bestows benefits or imposes burdens on the franchisee which, on balance, are materially more advantageous to such third party than the benefits bestowed and burdens imposed on the Company by this Agreement are, then the Company shall notify the Franchising Authority in writing. In the event of such notice, the Franchising Authority will consult with the Company to reasonably determine whether the Additional Cable Franchise Agreement bestows benefits and imposes burdens on the third party which, on balance, are materially more advantageous to the third party than the benefits and burdens imposed by this Agreement are to the Company.
- (1) In making a determination under this subsection, the Franchising Authority will consult with the Company to consider factors such as, but not limited to:
- (a) The term of each franchise;
  - (b) The number and density of dwelling units to be served;
  - (c) Differences in construction, operational and maintenance costs;
  - (d) Differences in required system characteristics, including state-of-the-art requirements;
  - (e) Differences in Service obligations, including PEG Access and institutional Service requirements;

- (f) Differences in permitted Company fees and charges;
  - (g) Franchise fees; and
  - (h) Such other factors and considerations as it considers to be relevant to an inquiry into the overall economic, technical and operational comparability of the agreements.
- (2) If the Franchising Authority determines that the Additional Cable Franchise Agreement bestows benefits and imposes burdens on the third party which, on balance, are materially more advantageous to the third party than the benefits bestowed and burdens imposed by this Agreement are to the Company, then upon the Company's request, the Franchising Authority and the Company shall enter into good faith negotiations to seek to modify this Agreement to bestow benefits and impose burdens which, on balance, create overall economic, technical and operational comparability between this Agreement and the Additional Cable Franchise Agreement.
- (3) If the Franchising Authority does not concur with the Company's belief that the Additional Cable Franchise bestows benefits and imposes burdens of the franchisee which, on balance, are materially more advantageous to such third party than the benefits bestowed and burdens imposed on the Company by this Agreement, or if the Franchising Authority does concur but the parties' good faith negotiations fail to produce, in a reasonable period of time, an agreement which is reasonably acceptable to both the Franchising Authority and the Company, the Company may appeal the Franchising Authority's decision or the impasse to a court of competent jurisdiction.

## 2. The System

### A. The System and Its Operations.

- (1) **General Obligation.** The Company shall construct, operate, maintain, and upgrade the System as provided in this Agreement.

### B. Requirements With Respect to Work on the System.

- (1) **General Requirements.** The Company shall comply with the terms set forth in Appendix C, in addition to any other requirements or procedures reasonably specified by the Franchising Authority, in connection with all work involved in the construction, operation, maintenance, repair, upgrade, and removal of the System. All work involved in the construction, operation, maintenance, repair, upgrade, and removal of the System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. If, at any time, it is reasonably determined by the Franchising Authority or any other agency or authority of competent jurisdiction that any part of the System, including, without limitation, any means used to distribute Signals over or within the System, is harmful to the health or safety of any Person, then the Company shall, at its own cost and expense, promptly correct all such conditions.
- (2) **No Liability to Company or Affiliated Persons.** Neither the Franchising Authority nor its officers, employees, agents, attorneys, consultants or independent contractors shall have any liability to the Company or any Affiliated Person for any liability as a result of or in connection with the protection, breaking through, movement, removal, alteration, or relocation of any part of the System by or on behalf of the Company or the Franchising Authority in connection with any emergency, public work, public improvement, alteration of any municipal structure, any change in the grade or line of any Street, or the elimination, discontinuation, and closing of any Street, as provided in this Agreement. The foregoing provision freeing the Franchising Authority from liability pursuant to this section shall not apply to damages caused by violation of Chapter 25-9 of the Official Code of Georgia Annotated, relating to notification prior to excavation near underground utilities, as now or hereafter amended.

## 3. Service Obligations.

- A. **Service Area.** As of the Effective Date of this Agreement, the Company shall make all Services distributed over the System available to every occupied single family residence within the Franchise area. Service shall be offered to all new single family residences reaching a minimum density of twenty (20) occupied single family residences per mile as measured from the nearest point of connection to the existing Subscriber Network. Service to new subdivisions shall be offered when areas are thirty (30) percent inhabited or meet the above criteria. The Company may elect to provide Service to areas not meeting the above standards.

- B. **Service to Annexed Areas.** The Company shall offer Service to any area described in any annexation ordinance passed after the Effective Date of this Agreement, within one (1) year after the Effective Date of the said annexation ordinance, except that Service shall not be required if similar existing Service is in place or if the density of homes is less than that required in Section 3.A
- C. **Additional Service** In the event the Company elects to offer Service to areas not meeting the above standards, the company may impose an additional charge in excess of its regular installation charge for any Service installation requiring a Service drop in excess of the above standards. This additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation which is above and beyond one hundred twenty-five (125) feet.
- D. **Programming Services.** The Company shall offer to all Subscribers a diversity of video programming Services.
- E. **No Discrimination.** Neither the Company nor any employees, contractors, subcontractors, consultants, agents or representatives of the Company, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Services in connection with the System in the Franchise Area. It shall be the right of all Persons to receive continuously all available Services insofar as their financial and other obligations to the Company are satisfied.
- F. **Service to Governmental and Institutional Facilities.** Within thirty (30) days of receipt of notice by the City, the Company shall provide free basic and expanded basic tier Service, and free installation of one outlet to each school in the Franchise Area and to each municipal facility listed in Appendix G located in the Franchise Area within one hundred fifty (150) feet of Company's feeder cable.
- G. **PEG Access.** In accordance with Section 611 of the Cable Act (47 U.S.C. § 531), the Company agrees to provide one video Channel to be designated for public, educational or governmental ("PEG") use and related equipment and facilities, Services and/or financial support for the development and use of PEG access as provided for in Appendix F. In accordance with Section 611 of the Cable Act (47 U.S.C. § 531), the Franchising Authority may prescribe rules and procedures for the use of PEG capacity and shall prescribe rules and procedures to govern the Company's use of the PEG Channel capacity when it is not in use for PEG access purposes. The Company may use the PEG Channel capacity when it is not in use for PEG access purposes.
- H. **Interconnection.** The Company shall, upon written request by the Franchising Authority, use its best efforts to interconnect the PEG Channels with any or all other cable systems in the Franchise Area. The Company shall reasonably cooperate with Franchising Authority requests regarding interconnection issues. The cost of such interconnection shall be shared equally by each affected cable operator.
- I. **Local Business Office.** The Company shall maintain a payment center or business office within fifteen (15) miles from the Franchise Area and shall use all reasonable efforts to pick up and/or deliver converter boxes or other equipment upon the request of the Subscriber free of charge. The Company shall maintain a toll free telephone listing in the local telephone directory for the purpose of receiving complaints. The Company's telephone service shall be operated so that complaints and requests for repairs or adjustments may be received at any time. The Company shall investigate all complaints in accordance with the guidelines established in the Customer Service Standards section of this Agreement.

• 4. **Fees and Charges.**

- A. **Rates, Fees and Charges.** All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Company or any Affiliated Person for any Service as of the Effective Date are set forth in Appendix H and shall be in accordance with the FCC's rate regulations, which may change from time to time hereafter. Before any new or modified rate, fee, charge, deposit or associated term or condition may be imposed, the Company must submit a revised rate card to the Franchising Authority reflecting the modification and notify affected Subscribers (which may be by any means permitted under applicable law).
- B. **Prohibition Against Discrimination in Fees and Charges.** Except to the extent otherwise expressly permitted by applicable law (and after receiving the Franchising Authority's approval, to the extent such approval may be permitted under applicable law),
  - (1) Neither the Company nor the employees, contractors, subcontractors, consultants, agents or representatives of the Company shall discriminate or permit discrimination between or among any Persons in the rates, terms and conditions for any Service in connection with the System in the Franchise Area, except as set forth herein and under applicable law;

- (2) The Company shall provide Service to each resident via a uniform rate structure throughout the Franchise Area;
    - (3) The Company shall not require the subscription to any tier other than the Basic Service tier as a condition of access to video programming offered on a per Channel or per program basis. The foregoing requirements shall not prevent the use of bulk, commercial, promotional, senior citizen discounts, and other rates as acceptable by federal law.
  - C. **Parental Control Devices.** Upon the request of a Subscriber, the Company shall, under normal operating conditions, provide, by sale or lease to each Subscriber, one of the following devices by which the Subscriber can block completely the video and audio Signals of a particular Cable Service:
    - (1) A parental control device; or
    - (2) A converter with a parental control feature; or
    - (3) A filter, trap or other method or device. The Company shall provide the device within thirty (30) days after the request.
  - D. **Franchising Authority's Regulation of Fees and Charges.** The Franchising Authority reserves the right' to regulate the rates, fees, charges, deposits and associated terms and conditions for any Service provided pursuant to this Agreement to the fullest extent permitted by applicable law, and the Franchising Authority may establish rules and regulations in connection therewith from time to time. In connection with such regulation, the Franchising Authority shall comply with FCC rules and provide the public with an opportunity to comment.
5. **Customer Service; Subscriber Bills; and Privacy Protection.**
  - A. **Customer Service.**
  - B. **Company to Comply with Standards Provided under FCC Rules.** The Company shall comply in all respects with the requirements set forth in Appendix E and the customer service requirements established by the FCC pursuant to Section 632(c) of the Cable Act (47 U.S.C. § 552(c)).
  - C. **Subscriber Bills.**
    - (1) **Bill Format Generally.** Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that is:
      - (a) Not misleading
      - (b) Does not omit material information
      - (c) Does not mischaracterize any informationThe Company may itemize costs on Subscriber bills, to the extent permitted by Section 622(c) of the Cable Act (47U.S.C. § 542(c)) and the FCC's rules thereunder. Nothing herein shall prevent the Company from billing bundled Services on Subscriber bills provided the bill clearly lists the Services include in each bundled package.
  - D. **Privacy Protection.**
    - (1) **Company To Protect Privacy.** The Company shall comply with applicable law regarding Subscriber privacy, including, without limitation, Section 631 of the Cable Act (47 U.S.C. § 551) and regulations adopted pursuant thereto.
    - (2) **Company To Provide Certain Information to Franchising Authority.** The Company shall cooperate with the Franchising Authority so as to ensure the Franchising Authority's ability to enforce the terms and conditions of this Agreement to the maximum extent permitted by the privacy provisions of Sections 631 of the Cable Act (47 U.S.C. 551) and other applicable law.
6. **Compensation and Other Payments.**
  - A. **Compensation to the Franchising Authority.** As compensation for the Franchise, the company shall pay, or cause to be paid, to the Franchising Authority the amounts set forth in the Section 6 A.
  - B. **Franchise Fees-Amount.** The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenue derived from the operation of the system to provide Cable Services. For any twelve (12) month period, in no event shall the Franchise fees be less than an amount equal to five percent (5%) of such Gross Revenue.
  - C. **Franchise Fee-Payment.** All such payments of franchise fees shall be Company's franchise fee report required pursuant to Section 6D.

- D. **Company To Submit Franchise Fee Report.** The Company shall submit to the Franchising Authority a report, in the form provided in Appendix D, not later than thirty (30) days after the last day of each March, June, September and December throughout the term of this Agreement setting forth the Gross Revenue for the period ending on said last day.
  - E. **Franchise Fee Payments Subject to Audit; Remedy for Underpayment.** No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement, and all amounts paid shall be subject to audit and recomputation by the Franchising Authority for four (4) years from the date of payment after which period payments shall be considered final. If, as a result of such audit or any other review, the Franchising Authority determines that the Company has underpaid its fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants.
  - F. **Payments Not To Be Set Off Against Taxes or Vice Versa.** The parties agree that the compensation and other payments to be made pursuant to this Section 6 and any other provision of this Agreement are not a tax and are not in the nature of a tax and are in addition to any and all taxes of general applicability or other fees or charges (including any fees or charges which may be imposed on the Company for the use of poles, conduits or similar facilities that may be owned or Controlled by the Franchising Authority) which the Company or any Affiliated Person shall be required to pay to the Franchising Authority. Notwithstanding the above, any agreement of the parties under this Section 6.2 is subject to the applicable federal law concerning franchise fee payments and applicable law defining the scope of taxes of general applicability.
  - G. **Interest on Late Payments.** If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement or by the Franchising Authority, the Company shall pay interest thereon, from the due date to the date paid at rates published by the Internal Revenue Service for tax refunds and additional tax payments for the period of delinquency.
  - H. **Continuing Obligation.** In the event the Company continues to operate all or any part of the System after the term of this Agreement, then the Company shall continue to comply with all applicable provisions of this Agreement, including, without limitation, all compensation and other payment provisions of this Agreement, throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of this Agreement or the Franchise.
7. **Oversight and Regulation.**
- A. **Franchising Authority's Right of Oversight.** The Franchising Authority shall have the right to oversee, regulate, and, on reasonable written notice during normal business hours (or as otherwise agreed upon by the Franchising Authority and the Company), periodically inspect the construction, operation, maintenance and upgrade of the System, and all parts thereof, in accordance with the provisions of this Agreement and applicable law, including the Franchising Authority's police power. The Franchise Authority shall be accompanied by a Company representative during any such inspection.
  - B. **Reports.** At the request of the Franchising Authority, the Company shall promptly submit to the Franchising Authority such information as the Franchising Authority may request regarding the Company's, compliance with any term or condition of this Agreement.
  - C. **Company To Maintain Books Records and Files.**
    - (1) **Books and Records.** Throughout the term of the Agreement, the Company shall make available within thirty (30) business days, complete and accurate books of account and records regarding the Company's operation of the System and the provision of Services over the System, in a manner reasonably acceptable to the Franchising Authority, including without limitation, books of account and records adequate to enable the Company to demonstrate that it operates in a manner, in compliance with this Agreement. All such documents pertaining to financial matters which may be the subject of an audit by the Franchising Authority shall be retained by the Company for a minimum of four (4) years.

- (2) **File for Public Inspection.** Throughout the term of this Agreement, the Company shall maintain, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.
- (3) **Performance Evaluation.** Upon the Franchising Authority's written request, but not prior to two years after the Effective Date and not more frequently than every two years, the Company shall prepare a status presentation, to provide information to the Franchising Authority regarding System performance, customer service satisfaction, and future System and programming planning. If on evaluating the status presentation contents, the Franchising Authority determines that additional information is needed to complete the evaluation, the Company shall provide additional relevant data. Should the Franchise Authority determine, based on the presentation and additional information presented, if any, and expressed community concerns that Cable Service or customer service does not meet the standards set forth in this Agreement, then the Franchising Authority may exercise its rights as provided for in Section 9 of this Agreement.

**D. Franchising Authority's Rights of Inspection and Audit.**

- (1) **Right of Inspection; General.** The Franchising Authority shall have the right to inspect, examine, or audit, during normal business hours and upon reasonable prior written notice, all documents, records or other information necessary for the enforcement of this Agreement, provided such audit or inspection is conducted in a manner to avoid any disruption to the provision of Service to Subscribers.
- (2) **Treatment of Proprietary Information.** Access by the Franchising Authority to any of the documents, records or other information covered by this section shall not be denied by the Company on grounds that such documents, records or information are alleged by the Company to contain proprietary information, provided that this requirement shall not be deemed to constitute a waiver of the Company's right to assert that the proprietary information contained in such documents, records or other information, should not be disclosed. The Company shall clearly and conspicuously label each document that is asserted to contain confidential or proprietary information and shall present a statement supporting the claim that the information is confidential or proprietary. The Franchising Authority agrees to treat as confidential any books, records or other information that the Company reasonably asserts is such, if the Franchising Authority reasonably believes that such information meets the standards established for exemptions from disclosure pursuant to the Open Records Act (*O.C.G.A.* § 50-18-72 (b)). If the Franchising Authority receives a request for such information, the requesting party will be informed that it must be requested according to the procedures contained in the Georgia Open Records Act (*O.C.G.A.* § 50-18-70). If the Franchising Authority, according to the procedures for requesting information under the Open Records Act, receives a request for disclosure or inspection of information which has been designated by the Company as confidential, the Franchising Authority shall, within five (5) business days, notify the Company of such request and may withhold the information from the requesting party during the pendency of any court challenge brought under *O.C.G.A.* § 50-18-72 (b).
- (3) **Franchising Authority May Conduct Compliance Audit and Hearings.** The Franchising Authority may conduct a full compliance audit and hold associated public hearings at any time during the term of the Franchise, provided it gives the Company written notice thirty (30) days in advance of the commencement of such compliance audits and associated hearings.

**8. Restrictions Against Assignments and Other Transfers.**

- A. Transfer of Franchise or Interest Therein.** Neither the Company nor any other Person may transfer the Franchise or any of the Company's rights or obligations in or regarding the System or the Franchise without the prior written consent of the Franchising Authority which consent shall not be unreasonably withheld.
- B. Transfer of Control.** No change in Control of the Company, the System or the Franchise shall occur after the Effective Date, by act of the Company or any Affiliated Person, by act of any Person holding Control of the Company, the System or the Franchise, by operation of law, or otherwise, without the prior written consent of the Franchising Authority. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, the prior consent of the Franchising Authority shall not be required with respect to solely intracorporate reorganizations between or



among entities wholly owned and wholly controlled by Comcast Corporation to the extent such transaction does not involve a change in the management, day to day operations, or financial condition of the Company; provided the Franchising Authority shall receive thirty (30) days advance written notice of such intracorporate reorganization.

- C. **Procedures.** Any request for approval shall be handled by the Franchising Authority in accordance with its customary rules and procedures. Consistent with Section 617 of the Cable Act and with regulations of the FCC, in connection with any request for approval, the Franchisee shall submit to the Franchising Authority a completed FCC Form 394, Application For Franchising Authority Consent to Assignment or Transfer of Control of Cable Television Franchise and such other evidence of the proposed transferee's legal, technical and financial qualifications as may be in accordance with the regulations of the FCC and such other information as the Franchising Authority may reasonably request. A Franchising Authority shall have on hundred twenty (120) days to act upon any request for approval of such sale or transfer that contains or is accompanied by such information as is required in accordance with FCC regulations and any other information as the Franchising Authority may reasonably request.

9. **Specific Rights and Remedies.**

- A. **Not Exclusive.** The Company agrees that the Franchising Authority shall have the specific rights and remedies set forth in this Section 9. These rights and remedies are in addition to any and all other rights or remedies, now or hereafter available to the Franchising Authority to enforce the provisions of this Agreement, and will not be deemed waived by the exercise of any other right or remedy. The exercise of any such right or remedy by the Franchising Authority shall not release the Company from its obligations or any liability under this Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicate recovery from or payments by the Company.

B. **Events of Default.**

- (1) **Grounds.** The Company agrees that an Event of Default shall include, but shall not be limited to, any of the following acts or failures to act by the Company, or by any employees, contractors, subcontractors, consultants, agents or representatives of the Company, or, to the extent applicable, to any Affiliated Person:
- (a) Any substantial failure to comply with any material provision of this Agreement that is not cured within sixty (60) days after written notice pursuant to this Section 9; or such non-compliance if by its nature cannot be cured within sixty (60) days, the Company has not initiated reasonable steps to remedy such default and notified the Franchising Authority of the steps being taken and the projected date of such compliance, such projected date to not exceed ninety (90) days from the initial date of substantial failure.
  - (b) The condemnation by a public authority other than the Franchising Authority, or sale or dedication under threat or in lieu of condemnation, of all or any part of the System, the effect of which would materially frustrate or impede the ability of the Company to carry out its obligations, and the purposes of this Agreement;
  - (c) In the event that the Company shall suspend or discontinue its business;
  - (d) If there shall occur any denial, forfeiture or revocation by any federal, state or local governmental authority of any authorization required by law or the expiration without renewal of any such authorization, and such events either individually or in the aggregate, materially jeopardize the Company's ability to operate the System;
  - (e) A persistent failure by the Company, or by any employee, contractor, subcontractor, consultant, agent or representative of the Company, to comply with any of the material provisions, terms or conditions of this Agreement or with any rules, regulations, orders or other directives of the Franchising Authority, after the Company having received notice of a failure to comply and having been given a reasonable opportunity to cure; or
  - (f) The Company fails to comply with any of the actions described in Sections 8.1 and 8.2, which require prior express written consent of the Franchising Authority.
- (2) **Franchising Authority Action Upon Occurrence of Event of Default.** Upon the occurrence of an Event of Default, then, in accordance with the procedures provided in Section 9.2.3, the Franchising Authority may, at any time during the term of this Agreement:

- (a) Require the Company to take such actions as the Franchising Authority deems reasonably appropriate in the circumstances; and/or
  - (b) Seek money damages from the Company as compensation for such Event of Default; and/or
  - (c) Seek to obtain the appointment of a court-appointed trustee or similar Person to take any actions which the Franchising Authority deems appropriate in the circumstances; and/or
  - (d) Revoke the Franchise by termination of this Agreement pursuant to this Section 9.
- (3) **Breach Procedures.** The Franchising Authority shall exercise the rights provided in Section 9(B)(2) in accordance with the procedures set forth below:

- (a) The Responsible Franchising Official shall notify the Company, in writing, of an alleged Event of Default, which notice shall specify the alleged Event of Default with reasonable particularity. The Company shall, within thirty (30) days after receipt of such notice or such longer period of time as the Responsible Franchising Official may specify in such notice, either cure such alleged Event of Default or, in a written response to the Responsible Franchising Official, either present facts and arguments refuting such alleged Event of Default or state that such alleged Event of Default will be cured and set forth the method and time schedule for accomplishing such cure.
- (b) The Responsible Franchising Official shall determine (A) whether an Event of Default has occurred; (B) whether such Event of Default is excusable; and (C) whether such Event of Default has been cured or will be cured by the Company.
- (c) If the Responsible Franchising Official determines that an Event of Default has occurred and that such Event of Default is not excusable and has not been or will not be cured by the Company in a manner and in accordance with a schedule reasonably satisfactory to the Responsible Franchising Official, then the Responsible Franchising Official shall prepare a written report which may recommend the action to be taken by the Franchising Authority's governing body. The Franchising Authority shall provide notice and a copy of such report to the Company. The Company shall have the right to submit within thirty (30) days of receipt of such report additional written evidence and information to the Franchising Authority in support of its position. In the event that the Franchising Authority's governing body determines that such Event of Default has not occurred, or that such Event of Default either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Franchising Authority's governing body, or that such Event of Default is excusable, such determination shall conclude the investigation.
- (d) If the Franchising Authority's governing body determines in a public proceeding that such Event of Default has occurred, and that such Event of Default has not been and will not be cured in a manner and in accordance with a schedule reasonably satisfactory to the Franchising Authority's governing body, and that such Event of Default is not excusable, then the Franchising Authority may take any of the actions provided in Section 9.2.2.

C. **Termination.** In the event of any termination of this Agreement, whether by expiration, revocation or otherwise, the Franchising Authority may: (i) direct the Company to cooperate with the Franchising Authority or third party in maintaining continuity in the distribution of Services to Subscribers over the System for a period of up to three (3) months or (ii) order the Company to cease all construction and operational activities in a prompt and workmanlike manner.

D. **Franchising Authority's Right To Order Removal or To Acquire or Effect a Transfer of the System.**

- (1) **Removal.** In addition to its rights under Section 9(C), upon any termination, the Franchising Authority may issue a removal order directing the Company to remove, at the Company's sole cost and expense, all or any portion of the System from all Streets and other public or nonpublic property within the Franchise Area, subject to the following:
  - (a) In removing the System, or any part thereof, the Company shall, at its own expense, refill and compact any excavation it makes, and shall leave the Streets and other property, including utility cables, wires and attachments, in as good condition as that prevailing immediately prior to the Company's removal of the System;

- (b) The liability insurance and indemnity provisions of this Agreement shall remain in full force and effect during the period in which the System is being removed and the associated repairs to the Streets and other property are being made; and
  - (c) If in the reasonable judgment of the Franchising Authority, the Company fails to substantially complete removal, including repair of the Streets and other property within twelve (12) months of the Franchising Authority's issuance of a removal order, the Franchising Authority shall have the right to: (a) authorize removal of the System, at the Company's cost, by another Person; and (b) declare that all rights, title and interest to the System belong to the Franchising Authority, including any portion of the System not designated for removal, without compensation to the Company. The Company shall execute and deliver such documents as the Franchising Authority may request, to evidence such ownership by the Franchising Authority.
- (2) **Acquisition or Transfer.** Upon any termination and as an alternative to ordering removal of the System, the Franchising Authority may acquire ownership of the System or effect a transfer of ownership to a third party.
  - (3) **Price.** The price to be paid to the Company upon an acquisition or transfer by the Franchising Authority or to a third party acceptable to the Franchising Authority shall be pursuant to Section 627 of the Cable Act.
- E. Company's Obligations.** In the event of any acquisition, transfer or Abandonment pursuant to Section 9(D), the Company shall promptly supply the Franchising Authority or third Person with all records necessary to reflect the change in ownership and to operate and maintain the System.
- 10. Insurance.**
- A. Specifications.**
    - (1) **Liability Insurance.** Throughout the term of this Agreement, the Company shall, at its own cost and expense, maintain a liability insurance policy or policies and provide the Franchising Authority, certificates of insurance demonstrating that the Company has obtained the insurance required in this section. Such policy or policies shall be issued by companies duly licensed to do business in the State of Georgia and acceptable to the Franchising Authority. Such companies must carry a rating by Best of not less than "A". Such policy or policies shall insure (i) the Company and (ii) the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees (through appropriate endorsements if necessary) against each and every form of liability of the Company referred to in this Agreement, in the minimum combined amount of one million dollars (\$1,000,000) for bodily injury and property damage. The foregoing minimum limitation shall not prohibit the Company from obtaining a liability insurance policy or policies in excess of such limitations, provided that the Franchising Authority, its officers, boards, commissions, councils, elected officials, agents and employees shall be named as additional insured to the full extent of any limitation contained in any such policy or policies obtained by the Company.
    - (2) **Workers' Compensation.** The Company shall ensure its compliance with the Georgia Workers' Compensation Act and in that regard shall secure insurance to cover its obligations with respect to workers' compensation claims, or take other appropriate steps, which insurance and steps shall be in form and substance reasonably satisfactory to the Franchising Authority. The Company shall indemnify and hold harmless the Franchising Authority from any workers' compensation claims to which the Company may become subject during the term of this Agreement.
  - B. Maintenance.** The liability insurance policies required by this Section 10(A)(1) shall be maintained by the Company throughout the term of this Agreement and such other period of time during which the Company operates or is engaged in the removal of the System. Each such liability insurance policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until forty-five (45) days after receipt by the Franchising Authority, by registered mail, of a written notice of such intent to cancel or not to renew." Within ten (10) days after receipt by the Franchising Authority of said notice, and in no event later than ten (10) days prior to said cancellation, the Company shall obtain and furnish to the Franchising Authority evidence of replacement insurance policies in a form reasonably acceptable to the Franchising Authority.

- (1) **Increased Insurance Coverage.** In the event of any changed circumstances following the Effective Date, if the Franchising Authority wishes to alter the minimum limitation of the liability insurance policy or policies required in this Section 10(A), then the Franchising Authority and the Company shall negotiate such alteration in good faith.
- (2) **Liability Not Limited.** The legal liability of the Company to the Franchising Authority and any Person for any of the matters which are the subject of the liability insurance policies required by this Section 10(A), including, without limitation, the Company's indemnification obligations set forth in this Agreement, shall not be limited by such insurance policies nor by the recovery of any amounts thereunder, except to the extent necessary to avoid duplicative recovery from or payment by the Company.

**C. Liability and Indemnity.**

- (1) **No Liability for Damages.** In accordance with Section 635A of the Cable Act, the Franchising Authority, its officers, employees, agents, attorneys, consultants and independent contractors shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of a franchise. Any relief to the extent such relief is required by any other provision of Federal State, or local law, shall be limited to injunctive relief and declaratory relief.
- (2) **Indemnification of the Franchising Authority.** The Company shall:
  - (a) Defend, indemnify, and hold harmless the Franchising Authority, its officers, employees, agents, attorneys, consultants and independent contractors from and against all liabilities, special, incidental, consequential, punitive, and all other damage, cost, and expense (including reasonable attorneys' fees) arising out of or in connection with:
    - (i) The award of this Franchise;
    - (ii) The construction, operation, maintenance, repair, upgrade or removal of, or any other action or event with respect to, the System or any activity or function associated with the production or distribution of any Service over the System; or
    - (iii) The distribution of any Service over the System; and (ii) cooperate with the Franchising Authority, by providing such nonfinancial assistance as may be requested by the Franchising Authority, in connection with any claim arising out of or in connection with the selection of franchisees for, or the negotiation or award of, this Agreement.

**11. Miscellaneous.**

- A. Controlling Authorities.** This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations.
- B. Appendices.** The Appendices to this Agreement, attached hereto, and all portions thereof and exhibits thereto, are, except as otherwise specified in such Appendices, incorporated herein by reference and expressly made a part of this Agreement.
- C. Nonexclusive Franchise.** The Franchise is nonexclusive. Nothing in this Agreement shall affect the right of the Franchising Authority to grant to any Person, or to itself, a franchise, consent, or right to occupy and use the Streets, or any part thereof, for the construction, operation, or maintenance of all or any part of a Communications System within the Franchise Area or for any other purpose.
- D. Enforceability of Agreement: No Opposition.** By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledges that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.
- E. Municipal Powers.** The Franchising Authority expressly reserves the right to exercise the full scope of its municipal powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety and welfare of the citizens of Bowman, Georgia.

- F. **Entire Agreement.** This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including, without limitation, all prior drafts of this Agreement and any Appendix to this Agreement and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the City that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.
- G. **Notices.** All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid, or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY: **City of Bowman**  
P.O. Box 549  
Bowman, Georgia 30624

COMPANY: **Comcast Cablevision of the South**  
3425 Malone Drive  
Chamblee, GA 30341

WITH A COPY TO: **Comcast Cable communications, Inc.**  
South Central Regional Office  
360 Interstate North Parkway,  
Suite 600  
Atlanta, GA 30339  
ATTN: V.P. of Public Affairs

- H. **Additional Representations and Warranties.** In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere herein, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:
- (1) **Organization.** Standing and Authorization. The Company is a general partnership validly existing and in good standing under the laws of the State of Colorado and is duly authorized to do business in the State of Georgia and in the Franchise Area.
  - (2) **Compliance with Law.** The Company, to the best of its knowledge, is in substantial compliance with all material laws, ordinances, decrees and governmental rules and regulations applicable to the System and has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the System.
- I. **Maintenance of System in Good Working Order.** Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets and equipment of the System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.
- J. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted transferees and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.
- K. **No Waiver: Cumulative Remedies.** No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including, without limitation, the rights and remedies set forth in Section 9 of this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided herein including, without limitation, the rights and remedies set forth in Section 9 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the

Franchising Authority under applicable law, subject in each case to the terms and conditions of this Agreement.

- L. **Severability.** If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.
- M. **No Agency.** The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.
- N. **Governing Law.** This Agreement shall be deemed to be executed in the City of Bowman, State of Georgia, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Georgia, as applicable to contracts entered into and to be performed entirely within that State.
- O. **Claims Under Agreement.** The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Georgia ("Federal Court") or in a court of the State of Georgia of appropriate jurisdiction. To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Georgia State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its office as defined in Section Q, or to such other address as the Company may provide to the Franchising Authority in writing.
- P. **Modification.** No provision of this Agreement nor any Appendix to this Agreement, shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.
- Q. **Delays and Failures Beyond Control of Company.** Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war, or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall notify the Franchising Authority in writing of the occurrence of an event covered by this Section Q within five (5) business days of the date upon which the Company learns of its occurrence.
- R. **Duty to Act Reasonably and in Good Faith.** The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words "reasonable", "good faith", or similar terms in the provisions of this Agreement, every provision of this Agreement shall be deemed subject to this section.
- S. **Contractual Rights Retained.** Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

## 12. Defined Terms.

- A. For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.
  - (1) **Abandonment** means: (i) the cessation, by act or failure to act of the Company of the provision of all, or substantially all, of the Services then being provided over the System to Subscribers or the Franchising Authority for twenty-four (24) or more consecutive hours, except if due to an event beyond the control of the Company; or (ii) the completion of any

- action described in Section 8(A) or 8(B) of the Agreement without the prior written consent of the Franchising Authority.
- (2) **Affiliated Person** means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with the Company.
  - (3) **Agreement** means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.
  - (4) **Basic Service** means any service tier which includes the retransmission of local television broadcast signals and any equipment or installation used in connection with Basic Service.
  - (5) **Cable Act** means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. §§521 et seq.
  - (6) **Communications System** means a "cable system" as defined in the Cable Act.
  - (7) **Cable Service** means: (i) the one-way transmission to Subscribers of video programming or other programming Service and (ii) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming Service.
  - (8) **Channel** means a "Channel" or "cable Channel" as defined in the Cable Act.
  - (9) **Company** means Comcast Cablevision of the South, a Colorado partnership validly existing under the laws of the State of Colorado, whose principal place of business is located at 3425 Malone Dr. Chamblee, Ga. 30341.
  - (10) **Control** or **"Controlling Interest"** means actual working Control in whatever manner exercised, including, without limitation, working Control through ownership, management, debt instruments, or negative Control, as the case may be, of the System, the Franchise or the Company.
  - (11) **FCC** means the Federal Communications Commission, its designee, or any successor thereto.
  - (12) **Franchise Area** means the city limits of Bowman including any areas annexed by the Franchising Authority during the term of the Franchise.
  - (13) **Franchising Authority** means the City of Bowman, Georgia, or, as appropriate in the case of specific provisions of this Agreement, any board, bureau, authority, agency, commission, department of, or any other entity of or acting on behalf of, the City of Bowman, Georgia, or any officer, official, employee, or agent thereof, any designee of any of the foregoing, or any successor thereto.
  - (14) **Gross Revenue** for any period means any and all gross revenues for that period which are derived from the provision of Cable Service over the System within the Franchise Area according to generally accepted accounting principles, including but not limited to, local advertising revenue and home shopping commissions. However, "Gross Revenue" shall not include bad debt nor any taxes imposed and/or assessed by law on subscribers (such as State sales taxes) that the Company collects and pays in full to the applicable authorities.
  - (15) **Person** means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.
  - (16) **Responsible Franchising Official** means the body, organization or official to whom the applicable rights or obligations have been delegated by the Franchising Authority pursuant to applicable law.
  - (17) **Service** means any Cable Service only, including any Basic Service, or any other Cable Service, including the provision of any equipment and any installation of equipment or facilities and monthly use thereof, whether originated by the Company or any other Person, which is offered to any Person in conjunction with, or distributed over, the System but does not include Services other than Cable Services.
  - (18) **Signal** means any transmission of radio frequency energy or of optical information.
  - (19) **Streets** means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights of way.
  - (20) **Subscriber** means any Person lawfully receiving any Service provided by the Company by means of or in connection with the System, whether or not a fee is paid for such Service.

- (21) **Subscriber Network** means that portion of the System over which Services are provided primarily to residential Subscribers.
- (22) **System** means the Communications System which is to be constructed, operated, and maintained, as necessary within the Franchise Area, by the Company pursuant to this Agreement.

**13. System Characteristics.**

- A. Activated Channels.** The Company agrees that in consideration of the City's renewal of the franchise, it will provide, throughout the term of this Agreement, a 330 MHz system providing a minimum of seventeen (17) activated Channels which will provide a diverse selection of programming options to city Subscribers. Without limiting the foregoing, the Company shall add at least ten (10) activated downstream video Channels within six (6) months of the Effective Date of this Agreement. Further, the Company shall add two (2) more Channels in each of the three (3) years following the Effective Date of this Agreement, bringing the total number of Channels available on the System to a minimum of thirty-three (33) activated Channels. The Company will make reasonable efforts to ensure that the number of System Channel offerings are comparable with that of neighboring communities of similar size.
  - (1) Nothing in this Appendix B shall prohibit the Company from electing to provide the additional Channels earlier than required nor shall the Company be prohibited from adding more than the required number of Channels. At such time the total number of activated video Channels on the System reaches a minimum of thirty-three (33), the requirement for adding additional Channels pursuant to this Appendix B shall have been met.
- B. System Technical Standards.** Throughout the term of this Agreement, the System shall be designed, maintained and operated such that quality and reliability of the Subscriber System Signal will be in compliance with Section 624A (Consumer Electronics Equipment Compatibility Standards) of the Cable Act as may be amended from time to time. In addition, the System shall be designed and built to withstand power failures of up to one (1) hour in length.
- C. Emergency Override.** The Communications System shall incorporate emergency override capabilities for use in the event of an emergency or vital public information situation, which capacity can be operated from a standard touch tone telephone by any authorized agent of the Franchising Authority. Emergency override capability will, consistent with FCC guidelines, provide the capacity to override audio Signals on all Channels on the Subscriber Network and will give the agent voice control on these Channels for a limited period of time.

**14. General Requirements For Work On The System.**

- A. Licenses and Permits.** The Company shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, repair or upgrade the System, or any part thereof, prior to commencement of any such activity.
- B. New Grades or Lines.** If the grades or lines of any Street within the Franchise Area are changed at any time during the term of the Agreement, then the Company shall, at its own cost and expense and upon the written request of the Franchising Authority, protect or promptly alter or relocate the System, or any part thereof, so as to conform with such new grades or lines. In the event that the Company refuses or neglects to so protect, alter, or relocate all or part of the System, the Franchising Authority shall have the right to break through, remove, alter, or relocate all or any part of the System without any liability to the Company and the Company shall pay to the Franchising Authority the costs incurred in connection with such breaking through, removal, alteration, or relocation.
- C. Protect Structures.** In connection with the construction, operation, maintenance, repair, upgrade, or removal of the System, the Company shall, at its own cost and expense, protect any and all existing structures belonging to the Franchising Authority and all designated landmarks. The Company shall obtain the prior approval of the Franchising Authority before altering any water main, sewerage or drainage system, or any other municipal structure in the Streets required because of the presence of the System in the Streets. Any such alteration shall be made by the Company, at its sole cost and expense, and in a manner prescribed by the Franchising Authority. The Company agrees that it shall be liable, at its own cost and expense, to replace or repair and restore to serviceable condition, in a manner as may be specified by the Franchising Authority, any Street or any municipal structure involved in the construction, operation, maintenance, repair, upgrade



or removal of the System that may become disturbed or damaged as a result of any work thereon by or on behalf of the Company pursuant to the Agreement.

- D. **No Obstruction.** In connection with the construction, operation, maintenance, repair, upgrade, or removal of the System, the Company shall not obstruct the Streets, subways, railways, passenger travel, river navigation, or other traffic to, from, or within the Franchise Area without the prior consent of the appropriate authorities.
- E. **Movement of Wires.** The Company shall, upon prior written notice by the Franchising Authority or any Person holding a permit to move any structure, temporarily move its wires to permit the moving of said structure. The Company may impose a reasonable charge including advance payment on any Person other than the Franchising Authority (unless the Franchise Authority requests the movement of the Company's wires in its capacity as a provider of cable television or telecommunications services) for any such movement of its wires.
- F. **Safely Precautions.** The Company shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, watchmen, and suitable and sufficient lighting.
- G. **Moving Wires.** The Franchising Authority may, at any time, in case of fire, disaster, or other emergency, as determined by the Franchising Authority, in its sole discretion, cut or move any of the wires, cables, amplifiers, appliances, or other parts of the System, in which event the Franchising Authority shall not incur any liability to the Company, any Affiliated Person or any other Person. The Franchising Authority shall use its best efforts in order that the Company shall be consulted prior to any such cutting or movement of its wires and be given the opportunity to perform such work itself. All costs to repair or replace such wires, cables, amplifiers, appliances or other parts of the System shall be borne by the Company.

#### 15. Customer Service Standards.

##### A. Solicitation of Subscriptions Section.

- (1) **Subscription Information.** Before providing any Cable Service to any potential Subscriber and at least once a year to all Subscribers, the Company shall provide the following subscription information to all Subscribers, in a clear, complete and comprehensible form:
  - (a) A description of the Cable Services provided by the Company, accompanied by a listing of the standard, non-promotional charges for each such Service, both alone and in combination, and all other charges, such as for returned checks and for relocating cable outlets;
  - (b) A listing of all standard, non-promotional rates, terms and conditions for each Cable Service or tier of Cable Service, both alone and in combination, and all other charges, such as for returned checks and for relocating cable outlets;
  - (c) A general explanation of other communications devices which may be used in conjunction with the System, including, but not limited to, video cassette recorders, remote control devices, closed captioning decoders, parental control devices, and, if applicable, the use of publicly available equipment and a listing of the Company's charges for connecting such devices to the System; a description of the Company's billing and collection procedures; the procedure for the resolution of billing disputes, including the telephone number of the City office Subscribers may call with regard to billing disputes, as specified by the Franchising Authority;
  - (d) A description of the Company's policies concerning credits for outages and reception problems, consistent with these customer service standards; an explanation of the procedures and charges, if any, for upgrading, downgrading or disconnecting services, consistent with these customer service standards;
  - (e) The required time periods for the completion of installation requests, consistent with these customer service standards, and an indication of the penalties for failure to complete installation within such time periods;
  - (f) The complaint resolution process;
  - (g) Local numbers for the Company's customer service telephone system; and
  - (h) A description of privacy rights accorded to the Subscriber pursuant to applicable law.
- (2) The Company shall deliver three (3) copies of all such subscription information to the Franchising Authority within three (3) days after distributing it to the first Subscriber so that the Franchising Authority may ensure that the information contained therein comports with these customer service standards and is not misleading. The Company agrees that the City

assumes no liability for the subscription information by virtue of its review of such information.

- (3) **Right of Rescission.** Anyone who requests the installation of Cable Service from the Company shall have the right to rescind such request at any time prior to the point in time at which physical installation upon the premises begins. Anyone who requests a particular Service from the Company shall have the same right of rescission, except that such right shall expire once the requested Service is actually received by such Person.
- (4) **Marker Showing Converter Dial Locations.** The Company will provide Subscribers with a dial location card or an on-screen locator for all Cable Services, and will provide a new card or an on-screen listing showing the then-current Channel lineup when changes occur thereafter.
- (5) **Procedure for Installation.**
  - (a) Once a request for Cable Service is received, the Company shall specify a four (4) hour appointment window as set forth in Section 15(E)(2) of this Appendix, during which the Company's work crew shall arrive to install the necessary equipment to receive Service.
  - (b) The Company shall provide installation Services including initial installation, connection of additional outlets and upgrading of Service continuously during a designated four (4) hour period. The Company shall provide installation throughout the Franchise Area on a nondiscriminatory basis.
  - (c) Unless a later date is requested by a potential Subscriber, the Company shall complete standard installation of Service for any new Subscriber and any upgrade or downgrade for any existing Subscriber within seven (7) business days after any such request is received, provided that if weekend installation is requested, installation shall be completed by no later than the fourth Saturday following the date the request is received.

#### B. Telephones.

- (1) **Telephone Lines.** The Company shall have local telephone or toll-free lines for receiving requests for repair or installation Services, for reporting outages and for responding to billing questions. These lines shall be answered twenty-four (24) hours per day, seven (7) days per week, with an answering service or automated device answering them outside of the Company's business hours. The answering service or automated device shall record calls concerning billing questions, complaints, or other matters and Company employees shall return any such call within one (1) business day after the answering service or automated device takes the message.
- (2) **Standard of Service for the Telephone System.** At the commencement of the term of this Agreement the telephone system shall have, at a minimum, enough incoming lines and adequate staff to process incoming calls such that telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds.
- (3) **Compliance.** The standards in Section 2.1 of this Appendix shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis. The Company will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards unless a historical record of complaints indicate a clear failure to comply.

#### C. Billing.

- (1) **The Format of a Subscriber's Bill.**
  - (a) The bill shall be designed in such a way as to present, the information contained therein clearly and comprehensibly to Subscribers.
  - (b) The Company shall not charge a potential Subscriber or Subscriber for any Service or Equipment that the Subscriber has not affirmatively requested by name. A Subscriber's failure to refuse a cable operator's proposal to provide such Service or Equipment shall not be deemed to be an affirmative request for such Service or Equipment.
- (2) **Billing Procedures.** All bills shall be rendered monthly, unless otherwise authorized by the Subscriber, or unless Service was provided for less than one (1) month.

#### D. Equipment Provided by the Company.

- (1) **Types of Equipment To Be Provided.**
  - (a) The Company shall supply a closed caption decoder to any hearing impaired Subscriber who requests one at a charge not to exceed the Company's cost, plus a reasonable profit or the Company shall direct a Subscriber to a local provider of such equipment.
  - (b) The Company shall comply with all rules and regulations promulgated by the FCC pursuant to Section 624A of the Cable Act (47 U.S.C. § 544a).

- (2) **Terms for Rental and Loaner Equipment.**

- (a) The Company may require deposits on certain Equipment it provides to Subscribers, provided that there shall be no discrimination among or between Subscribers in either the requirement for or the amount of any deposit subject to the Company's normal and nondiscriminatory credit policies. To the extent allowed by applicable law, such deposits may be applied toward unpaid account balances.
- (b) For billing purposes, the return of rental Equipment shall be deemed to have taken place on the day such equipment is returned.

**E. Outage Correction and Repair Service.**

- (1) **Interruption of Service.** The Company shall exercise its best efforts to limit any scheduled interruption of any Cable Service for any purpose to periods of minimum use. Except in emergencies or incidents requiring immediate action, the Company shall use its best efforts to provide the Franchising Authority and all affected Subscribers with prior notice of scheduled Service interruptions, if such interruptions will last longer than thirty (30) minutes. For any other scheduled Service outage, the Company shall use its best efforts to give notice electronically by placing an alphanumeric message on an information Channel or similar Channel on the System from time to time and at least once an hour, at least forty-eight (48) hours before the interruption of Service occurs, unless the Franchising Authority authorizes the provision of shorter notice.
- (2) **Time Periods by Which Outages Must Be Corrected and Repairs Made.**
  - (a) Under normal operating conditions the Company shall maintain sufficient repair and maintenance crews so as to be able to correct any interruption of video or audio on any Channel, except for problems caused by an intentional act of the Subscriber, problems caused by a malfunction of Subscriber equipment, or problems caused by Subscriber owned internal wiring within twenty-four (24) hours after the Company either receives a request for repair service or the Company learns of the interruption.
  - (b) The Company shall maintain, at all times, an adequate repair and service force in order to satisfy its obligations pursuant to the foregoing Section. In order to satisfy its obligations in cases where it is necessary to enter upon a Subscriber's premises to correct any reception problem or other Service problem, the Company shall make available service calls: (i) continuously during weekdays, in four (4) hour segments. During such periods, a Subscriber may request any available four (4) hour period for the Company to correct any such problem, provided that the Company's customer service representatives shall at all times endeavor to be aware of Service or other problems in adjacent areas which may obviate the need to enter a Subscriber's premises.
  - (c) The Company may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If a Company representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Company shall use its best efforts to contact the Subscriber. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.
- (3) **Failure To Meet Time Periods May Be Excused.** The Company's failure to correct outages or to make repairs within the stated time periods shall be excused in the following circumstances:
  - (a) If the Company could not obtain access to the Subscriber's premises; or
  - (b) If the Franchising Authority, acting reasonably, agrees with the Company that correcting such outages or making such repairs was not reasonably possible within the allotted time period.
- (4) **Service Calls To Be Provided on a Nondiscriminatory Basis.** The Company shall provide all service calls throughout the Franchise Area on a nondiscriminatory basis.

**F. Subscriber Complaints.**

- (1) **Complaints.** For the purposes of this Agreement, "complaint" shall mean any written communication by a Subscriber or oral communication by a Subscriber or if reduced to writing, including to a computer form, an expression of dissatisfaction with any nonprogramming aspect of the Company's business or operation of the System.
  - (a) **Referral of Complaints from the Franchising Authority to the Company.**
    - (i) If the Franchising Authority is contacted directly about a complaint concerning the Company, the Franchising Authority shall notify the Company.
    - (ii) If the Franchising Authority requests a report, the Company shall, within seven (7) business days after being notified in writing about the complaint, issue to the Franchising Authority a report detailing the investigation thoroughly, describing the findings, explaining any corrective steps which are being taken and indicating that the Person who registered the complaint has been notified of the resolution.
- (2) **Complaint Records.**
  - (a) The Company shall maintain a complaint records log, which shall record the date a complaint is received, the name and address of the affected Subscriber, a description of the complaint, the date of resolution, a description of the resolution and an indication of whether the resolution was appealed. Such information shall be retained from a period of three (3) years.

**16. Notice.**

**A. Notice Required.**

- (1) Consistent with applicable law and FCC regulations, the Company shall provide written notice to the Franchising Authority and all Subscribers of any change in any standard, non-promotional fee, charge, deposit, term or condition, which notice shall be provided no later than thirty (30) days prior to the effective date of any such change. All notices required by this Section 7.1.1 of this Appendix shall specify, as applicable, the Service or Services affected, the new rate, charge, term or condition, the effect of the change, and the effective date of the change.
- (2) The Company shall, in accordance with FCC rules provide written notice to the Franchising Authority and all Subscribers of any change in any Channel assignment or in any Service provided over any such Channel, which notice shall be provided no later than thirty (30) days prior to the effective date of any such change. Notwithstanding the foregoing, the Company may provide notice of Service and rate changes to Subscribers using any written means permitted by applicable law.

**17. Termination of Service and Disconnection.**

- A. Resubscription to Cable Service.** The Company shall not refuse to serve a former Subscriber whose Service was terminated, so long as all past bills and late charges have been paid in full. The Company may not charge such terminated Subscriber any fee(s) not applied to former Subscribers who voluntarily terminated Service. Subject to the Company's normal and nondiscriminatory credit policies, a deposit may be charged.
- B. No Fee for Disconnection.** The Company shall not charge any fee for disconnecting Service at the Subscribers' request except that when Service is involuntarily disconnected for non-payment, a disconnect fee may be assessed.
- C. Scheduling Appointments.** If the customer must be present, the Company shall provide Subscribers with a four (4) hour time period during the time periods specified in Section 1.4 of this Appendix, during which its work crew shall visit the Subscriber's premises to disconnect Service and to remove any Equipment.
- D. Restoration of Subscriber Premises.** The Company shall ensure that the Subscriber's premises are restored to their original condition if damaged by the Company employees or agents in any respect in connection with the installation, repair or disconnection of Cable Service. Normal wear and tear, reasonable and necessary puncture holes to connect cable to Subscriber's premises, and reasonable and necessary drill holes to enter the premises with cable shall not constitute damage to the Subscriber's premises.

**18. Credits.**

- A. Grounds.** As a result of the Company's failure to comply with these customer service standards under normal operating conditions, the Company shall provide to each affected Subscriber (or, if applicable, prospective Subscriber) as applicable, the following credits:
- (1) For a failure of the Company's crew to arrive at the Subscriber's premises within the promised four (4) hour period for any installation service, as provided in Section 1.4 of this Appendix, free installation of the scheduled service(s);
  - (2) For a failure of the Company to complete installation of Service within the scheduled time period provided for in Section 15(E)(2) of this Appendix, unless otherwise excused, free installation of the scheduled service(s);
  - (3) For any reception problem, including any outage of sound and/or picture on for any other any Channel or which remains unrepaired for more than forty-eight (48) hours after either the Company receives from the Subscriber a request for repair service (provided that, to the extent access to the Subscriber's premises is required to effect such repair, the Subscriber has granted the Company such access) or the Company learns of such problem, upon Subscriber request a minimum credit in an amount equal to one-thirtieth (1/30) times the cost of Service on the affected tier for Cable Services of such Subscriber for the preceding billing period, for each forty-eight (48) hour period during which such reception problem persists for at least four (4) hours;
  - (4) For a failure of the Company's crew to arrive to correct any outage or make any repair during the stated time period, as specified in Section 15(E)(2) a twenty dollar (\$20.00) credit; and
  - (5) For the improper termination of Service to a Subscriber, free reconnecting and a credit in an amount equal to all charges billed to such Subscriber for a period equal to the total number of days such Subscriber does not have Service after Company has been notified.
- B. Purpose.** The Company agrees that each of the foregoing credits is a fair and reasonable compensation and not a penalty or forfeiture.
- C. Calculation.** For the purpose of calculating the amount of credit owed pursuant to Section 18 of this Appendix, such forty-eight (48) hour period shall be deemed to have begun at the time the outage is reported to the Company.
- D. Provision.** With respect to any credit described in Section 18, the Company shall provide a credit on each Subscriber's bill to any eligible Subscriber who makes application therefor by written or oral notice within thirty (30) days after the outage or reception problem occurred.
- E. Refunds.** Refund checks shall be issued promptly, but no later than either (a) the Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is later or (b) within thirty (30) days of the return of the equipment supplied by the Company if the Service is terminated.

**19. Failure to Comply with These Requirements Section.****A. Material Requirements.**

- (1) Subject to the due process procedures set forth in Section 9 of this Agreement, the Company agrees that persistent failure to comply with any material requirement set forth in these customer service standards shall constitute a failure to comply with a material provision of this Agreement.

**B. Liability for Contractors.****(1) Subcontractors' Failure To Comply.**

- (a) If the Company fails to take reasonable steps to ensure that its contractors, subcontractors or agents abide by these customer service standards, the Company shall be liable for any breach of these customer service standards committed by its contractors, subcontractors, or agents just as if the Company itself had committed the breach.

**20. Definitions.**

- A. Normal Business Hours.** The term "normal business hours" means those hours during which most other businesses in the community are usually and customarily accessible to customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

- B. Normal Operating Conditions.** The term "normal operating conditions" means those service conditions which are within the control of the Company. Those conditions which are not within the control of the Company include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Company include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Communications System.
- 21. Public Education and Government Access.** Within ninety (90) days of receipt of a written request by the Franchising Authority, the Company shall provide the Franchising Authority with:
- A.** Channel capacity, on a non-exclusive basis, to be used solely for non-commercial public, education and governmental access programming; and
  - B.** A new, good quality character generator to be used solely by the Franchising Authority for the purpose of communicating non-commercial information.
- 22. Addresses of Schools and Municipal Buildings.**

Bowman City Hall  
25 Prince Avenue  
Bowman, Georgia 30624

Bowman Public Library  
25 Prince Avenue  
Bowman, Georgia 30624

Bowman Police Department  
Hwy 172  
Bowman, Georgia 30624

Bowman Fire Station  
Hwy 172  
Bowman, Georgia 30624

Bowman Elementary School  
Adams Street  
Bowman, Georgia 30624

# INDEX

<u>Subject</u>	<u>Section</u>
<b>-A-</b>	
ADMINISTRATION	
Administrative Policy and Procedures .....	3-103
Bonds .....	3-105
Code of Ethics .....	3-102
Compensation .....	3-106
Exercise of Governmental Authority .....	3-101
Oaths .....	3-104
AIR QUALITY CONTROL	
Emissions of Gases, Vapors, and Odors .....	13-101
Enforcement .....	13-103
Open Burning .....	13-102
Penalties .....	13-104
ANIMALS	
Cruelty .....	30-106
Dangerous .....	30-102
Dead Animal Disposal Act .....	30-107
Definitions .....	30-101
Dogs	
Bites .....	30-209
Control of Rabies .....	30-202
Cruelty to .....	30-206
Dangerous Dog Control Law .....	30-207
Impoundment, Disposition of Impounded Animals .....	30-203
Muzzling .....	30-210
Rabies .....	30-208
Impoundment of Livestock Running At Large .....	30-104
Strays .....	30-103
Violations .....	30-105
<b>-B-</b>	
BOARDS, AGENCIES, AND COMMISSIONS	
Revolving Loan Fund Board of Directors, Appointment of .....	3-801
Tree Board .....	3-802
BUDGET	
Adoption .....	4-307
Adoption of Budget Ordinances or Resolutions .....	4-303
Amendments .....	4-310
Annual Report, Submitted to the Department of Community Affairs .....	4-316
Appropriations	
Emergency .....	4-319
Lapse of .....	4-320
Transfer of .....	4-318
Audits	
Conduct of .....	4-312
Contents of Reports .....	4-313
Forwarding to State Auditor .....	4-314
Public Inspection of .....	4-315
Required .....	4-311
Capital Program .....	4-317
Effective Date .....	4-308
Fiscal Year .....	4-301
Form and Content of .....	4-306
Message .....	4-309

Officer .....	4-304
Procedures for Adoption of .....	4-305
Requirement of Annual Balanced .....	4-302
Uniform Chart of Accounts .....	4-321

**-C-**

CEMETERIES (See Municipal Cemeteries)

CITY CLERK/TREASURER

Bond .....	3-403
Compensation .....	3-406
Duties of City Clerk .....	3-404
Duties of City Treasurer .....	3-405
Election .....	3-401
Term of Office .....	3-402

CODE OF ORDINANCES

Altering .....	1-107
Amending .....	1-106
Definitions .....	1-103
Effect of Repeal or Expiration of Code Section or Ordinance .....	1-105
How Designated and Cited .....	1-101
Penalty Where No Penalty Provided .....	1-109
Rules of Construction .....	1-102
Section Headings .....	1-104
Severability .....	1-108

COMPREHENSIVE PLAN (See Land Development Regulation)

**-D-**

DOGS (See Animals)

**-E-**

ELECTIONS

Adoption of State Rules and Regulations .....	2-101
Authority to Conduct Municipal Elections .....	2-102
Candidates	
Campaign Financing Disclosure .....	2-303
Notice of Candidacy, Name on Ballot .....	2-301
Notice of Candidacy, Write-in Vote .....	2-302
Expenses .....	2-103
Registration	
Absentee .....	2-206
Challenge of Registration List .....	2-204
Elector Identification .....	2-207
Elector Qualifications .....	2-202
List and Records .....	2-203
Permanency of .....	2-205
Registrars and Deputy Registrars .....	2-201
Voting	
Absentee Ballots .....	2-406
Contested Elections .....	2-408
Date of Election .....	2-404
Election Districts .....	2-402
Election Officials .....	2-401
Polling Places .....	2-403
Vote Required for Election .....	2-407
Write-in Votes .....	2-405



**-F-**

**FIRE PREVENTION AND PROTECTION**

State Minimum Fire Safety Standards .....	10-101
---	--------

**-G-**

**GROUNDWATER PROTECTION (See Land Development Regulations)**

**-H-**

**-I-**

**-J-**

**-K-**

**-L-**

**LAND DEVELOPMENT REGULATIONS**

Comprehensive Plan .....	39-103
Groundwater Protection .....	39-108
Land Use Dispute Resolution .....	39-106
Manufactured Homes and Recreational Vehicle Ordinance .....	39-105
Northeast Georgia Regional Solid Waste Management Plan .....	39-104
Water Supply Watershed Protection .....	39-107
Wetlands Protection .....	39-109
Zoning Regulations .....	39-101

**LICENSING AND BUSINESS REGULATION**

Applications .....	32-101
Billiard and Pool Rooms .....	32-216
Branch Offices .....	32-110
Change of Location .....	32-107
Charitable Solicitors .....	32-208
Display of License .....	32-103
Duplicate Licenses .....	32-109
Inspections .....	32-104
Insurance Businesses .....	32-204
Joint License .....	32-111
Peddlers and Itinerant Merchants .....	32-207
Penalties .....	32-112
Procedures for Issuance .....	32-102
Revocation, Suspension, Etc. ....	32-106
Termination and Renewal of Licenses .....	32-105
Transfer of Licenses .....	32-108

**LOCAL GOVERNMENT AUTHORITIES**

Registration of .....	3-901
-----------------------	-------

**-M-**

**MANUFACTURED HOMES AND RECREATIONAL VEHICLE ORDINANCE (See Land Development Regulations)**

**MAYOR**

Acting Mayor .....	3-305
Compensation .....	3-308
Duties .....	3-302
General Authority .....	3-301
Mayor Pro Tempore .....	3-304
Powers .....	3-303
Procedure for Removal .....	3-307
Removal .....	3-306

MAYOR AND CITY COUNCIL

Election	3-201
Legislative Authority Generally	3-207
Meetings	3-204
Qualifications for Office	3-202
Rules for the Conduct of Business	3-206
Standing Committees	3-205
Vacancies	3-203

MUNICIPAL BONDS

Disposition of Bonds and Coupons	4-207
Lost, Destroyed, or Defaced	4-206
Ordinances	4-202
Preliminary Review by Finance Committee	4-201
Records	4-204
Registration of	4-205
Sales	4-203
Sinking Fund	4-208

MUNICIPAL CEMETERIES

Management and Supervision	24-101
Purchase and Conveyance of Lots	24-103
Regulations in General	24-106
Restrictions on Use	24-105
Rules for Interment	24-104
Superintendent of	24-102

MUNICIPAL COURT

Appeal	5-115
Appointment and Qualifications of Judge	5-102
Arrest and Bond	5-110
Bailiff	5-104
Collection of Fines	5-114
Contracting for Municipal Court Services	5-116
Court Cost	5-112
Failure to Obey Summons or Subpoena	5-109
Forfeiture of Bond	5-111
Limitations	5-106
Local Government	5-117
Malicious Prosecution	5-113
Record of Cases	5-105
Required Training for Judges of	5-103
Scope of Jurisdiction	5-101
Service of Summons	5-107
Subpoenas	5-108

MUNICIPAL PROPERTY

Motor Vehicles	3-1001
----------------	--------

-N-

NOISE REGULATION

Exemptions	14-103
In General	14-101
Injunctions	14-105
Noises Prohibited	14-102
Penalties	14-104

NORTHEAST GEORGIA REGIONAL SOLID WASTE MANAGEMENT PLAN (See Land Development Regulations)

NUISANCES

Definitions	33-101
Proceedings to Abate Generally	33-102
Public Health Hazard or General Nuisance on Private Property	33-105
Summary Abatement	33-103

Unfit Buildings or Structures .....	33-104
<b>-O-</b>	
OFFENSES, GENERAL	
Abandonment of Motor Vehicles .....	31-109
Ball Playing .....	31-105
Bonfires .....	31-106
Discharging Firearms, Air Guns, Etc. ....	31-102
Disorderly Conduct .....	31-101
Drinking in Public .....	31-107
Report of Treatment of Wounds .....	31-103
Throwing of Missiles .....	31-104
OFFICERS AND EMPLOYEES	
City Attorney .....	3-601
City Engineer .....	3-602
Personnel Policies for Bowman, Georgia .....	3-604
Public Officers and Employees - Labor Practices; Strikes by Public Employees Prohibited .....	3-603
<b>-P-</b>	
<b>-Q-</b>	
<b>-R-</b>	
<b>-S-</b>	
SANITARY SEWERAGE	
Building Sewers and Connections .....	21-105
Connection to Public Sewers .....	21-103
Definitions .....	21-101
General Regulations .....	21-102
Operator Class I and II Certificates from State Board .....	21-109
Penalties .....	21-108
Power and Authority of Inspectors .....	21-107
Regulation of Discharges into Public Sewers .....	21-106
SOIL EROSION AND SEDIMENTATION CONTROL	
Administrative Appeal, Judicial Review .....	35-108
Application/Permit Process .....	35-105
Definitions .....	35-102
Exemptions .....	35-103
Inspection and Enforcement .....	35-106
Minimum Requirements For Erosion and Sedimentation Control Using Best Management Practices .....	35-104
Penalties and Incentives .....	35-107
Title .....	35-101
SPEED ZONE ORDINANCE (See Traffic Control)	
STATE MINIMUM FIRE SAFETY STANDARDS (See Fire Prevention and Protection)	
STATE MINIMUM STANDARD CONSTRUCTION CODES	
Adoption of Codes by Municipalities .....	36-103
Code Compliance Inspections .....	36-108
Enforcement of Codes .....	36-106
Inspectors, Inspections, and Violations .....	36-107
Local Amendments to State Minimum Codes .....	36-104
Plumbing Code .....	36-109
Revision of State Minimum Standard Codes .....	36-105
State Minimum Standard Codes .....	36-101
Statewide Application .....	36-102
STREETS, CURBS, AND SIDEWALKS	
Definitions .....	22-101

-T-

TAXES

Gross Direct Premium Tax .....	4-108
Local Option Sales Tax .....	4-112
Local Option Income Tax .....	4-113
Municipal Tax Sales .....	4-114
Occupational Tax Ordinance .....	4-115
Public Utility Franchise Tax .....	4-111

TRAFFIC CONTROL

Speed Zone Ordinance .....	11-102
Uniform Rules of the Road .....	11-101

-U-

UNIFORM RULES OF THE ROAD (See Traffic Control)

-V-

VOTING (See Elections)

-W-

WATER CONSERVATION ORDINANCE

Commercial Building Construction .....	38-103
Definitions .....	38-101
Enforcement; Penalty .....	38-106
Exemptions .....	38-105
Residential Building Construction .....	38-102
Residential/Commercial Construction .....	38-104

WATER SERVICE

Application for Water .....	20-103
Change of Occupancy .....	20-119
Charges for Turning Water On .....	20-114
Complaints-Adjustments .....	20-117
Discontinuance of Service .....	20-113
Inspections .....	20-102
Municipal Water Works .....	20-101
Operator Class I and II Certificates from State Board .....	20-115
Service Line Regulations .....	20-107
Size of Service Tap, Service Line .....	20-105
Sprinkling Restrictions .....	20-109
Suspension of Service .....	20-116
System Extensions .....	20-118
Tapping Charge .....	20-104
Use During Fire Alarms .....	20-110
Water Bills .....	20-112
Water Meters .....	20-106
Water Rates .....	20-111
Water Waste Prohibition .....	20-108

WATER SUPPLY WATERSHED PROTECTION (See Land Development Regulations)

WELLHEAD PROTECTION ORDINANCE

Administration .....	37-106
Definitions .....	37-102
Establishment of Wellhead Protection Zone .....	37-103
Permitted Uses .....	37-104
Prohibited Uses .....	37-105
Short Title and Purpose .....	37-101

WETLANDS PROTECTION (See Land Development Regulations)

-X-

**-Y-**

**-Z-**

ZONING REGULATIONS (See Land Development Regulations)

**ORDINANCE NO. 2003-001**  
**OF THE CITY COUNCIL OF THE CITY OF BOWMAN**

AMENDING THE CHARTER OF THE CITY OF BOWMAN BY DELETING THE POWER OF THE MAYOR TO VOTE ON MATTERS BEFORE THE CITY COUNCIL EXCEPT IN THE EVENT OF A TIE, AND IN ITS PLACE GIVING THE MAYOR THE POWER TO APPROVE OR DISAPPROVE ORDINANCES; DELETING THE PROVISION THAT ABSTENTIONS BE COUNTED AS AFFIRMATIVE VOTES; CLARIFYING THAT THE AFFIRMATIVE VOTE OF A MAJORITY OF THE COUNCILMEMBERS PRESENT FOR A QUORUM BE REQUIRED FOR THE ADOPTION OF ANY ORDINANCE, RESOLUTION, OR MOTION; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND FOR OTHER PURPOSES.

WHEREAS, Section 2.29(e) of the Charter of the City of Bowman provides that the mayor shall "vote on matters before the city council and be counted toward a quorum as any other councilmember";

WHEREAS, Section 2.21 of the Charter of the City of Bowman provides that in adopting ordinances, resolutions, or motion, "[a]n abstention shall be counted as an affirmative vote";

WHEREAS, Section 2.21 of the Charter of the City of Bowman also provides that "the affirmative vote of three (3) councilmembers shall be required for the adoption of any ordinance, resolution, or motion";

AND WHEREAS, a majority of the city council wishes to change the said Charter to delete the mayor's power to vote except in the event of a tie and in its place to give the mayor the power to approve or disapprove ordinances, to delete the provision that abstentions be counted as affirmative votes, and clarify that the affirmative vote of a majority of the councilmembers present for a quorum be required for the adoption of any ordinance, resolution, or motion;

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BOWMAN, GEORGIA, and IT IS HEREBY ORDAINED by authority thereof, as follows:

**Section 1.** Section 2.29(e) of the Charter of the City of Bowman shall be deleted in its entirety.

In its place the following shall be added:

"(e) Vote on matters before the city council in the event of a tie, and approve or disapprove ordinances as provided in Section 2.31."

Section 2.31 shall be added as follows:

**“Section 2.31. Submission of Ordinances, Resolutions and Motions to the Mayor; Veto Power.**

(a) Every ordinance, resolution or other matter adopted by the city council shall be presented promptly by the clerk to the mayor.

(b) The mayor, within ten (10) calendar days of receipt of an ordinance, resolution or other matter adopted by the city council, shall return it to the clerk with or without the mayor’s approval, or with the mayor’s disapproval. If the ordinance, resolution or other matter adopted by the city council has been approved by the mayor, it shall become law upon its return to the clerk; if the ordinance, resolution or other matter adopted by the city council is neither approved nor disapproved, it shall become law at twelve o’clock noon on the tenth calendar day after its adoption; if the ordinance, resolution or other matter adopted by the city council is disapproved, the mayor shall submit to the city council through the clerk a written statement of reasons for the veto. The clerk shall record upon the ordinance, resolution or other matter adopted by the city council the date of its delivery to and receipt from the mayor.

(c) Ordinances, resolution or other matter adopted by the city council vetoed by the mayor shall be presented by the clerk to the city council at its next meeting. If the city council then or at its next meeting adopts the ordinance by an affirmative vote of 4 members, it shall become law.

(d) The mayor may disapprove or reduce any item or items of appropriation in any ordinance, resolution or other matter adopted by the city council. The approved part or parts of any ordinance, resolution or other matter adopted by the city council making appropriations shall become law, and the part or parts disapproved shall not become law unless subsequently passed by the city council over the mayor’s veto as provided herein. The reduced part or parts shall be presented to the city council as though disapproved and shall not become law unless overridden by the council as provided in subsection (c) above.”

All other provisions of the Charter of the City of Bowman, Georgia, shall remain in full force and effect.

**Section 2.** Section 2.21 of the Charter of the City of Bowman shall be deleted in its entirety.

In its place the following shall be added:

“Three (3) council members shall constitute a quorum and shall be authorized to transact business of the city council. Voting on the adoption of ordinances shall be by voice vote and the vote shall be recorded in the journal, but any member of the city council shall have the right to request a roll call vote and such vote shall be recorded in the journal. Except as otherwise provided in this charter, the affirmative vote of a majority of the councilmembers (and mayor, in the event of a tie) present for a quorum shall be required for the adoption of any ordinance, resolution, or motion.”