City Council of Peachtree City
Agenda
February 1, 2007
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones

IV. Public Comment

V. Minutes
January 18, 2007, Regular Meeting Minutes

VI. Monthly Reports

VII. Consent Agenda
1. Consider Request for Funding from Fayette Senior Services
2. Consider Atlanta Gas Light Easement on SR 74 and Kelly Drive

VIII. Old Agenda Items
01-07-04 Consider Approval of Cable Franchise Agreement

IX. New Agenda Items
02-07-01 Citizen Request to Address Council Regarding Removing Prohibition Against Keeping Live Poultry within City Limits [Article X, Section 1001.2(g)]
02-07-02 Citizen Request to Address Council Regarding Registration/Use of Kawasaki Mule on Paths

X. Council/Staff Topics
Signal Upgrades by GDOT
Flat Creek Multi-Use Path/Bridge Approaches Update

XI. Executive Session

This agenda is subject to change at any time up to 24 hours prior to the scheduled meeting.

City Council of Peachtree City
Minutes of Meeting
January 18, 2007
7:00 p.m.

The City Council of Peachtree City met Thursday, January 18, 2007, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present: Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

Announcements, Awards, Special Recognitions

Mayor Logsdon recognized Matt Davis for his service on the Peachtree City Airport Authority (PCAA). Logsdon read a proclamation for Kiwanis Week. Logsdon and Building Official Tom Carty recognized the recipients of the City's annual Builders Awards. The awards and recipients included:

- 2006 Superintendent of the Year – Charlie Whitfield, Ravin Homes;
- 2006 Job Site Safety Award – Batson-Cook & Target@ Kedron Village;
- 2006 Best Commercial Site Award – Kedron Village – Collins & Arnold, and Faison; and
- 2006 Builder of the Year – Southern Comfort Classical Homes.

Public Comment

Kim Cort addressed Council regarding her concerns for the Line Creek multi-use bridge access. Logsdon asked Cort to contact staff and request to be placed on an agenda. Chuck Fulton expressed concern regarding signs for new businesses on Crosstown and whether they met the City's sign ordinance. Richard Spain told Council he represented the newly-formed Peachtree City Civic Association, and that the association hoped to work with the City government and provide information to homeowners associations.

Minutes

Boone moved to approve the December 14, 2006, special called meeting minutes and the January 4, 2007, regular meeting minutes as written. Kourajian seconded. The motion carried unanimously.

Consent Agenda

1. **Consider Resolution Calling for Municipal Election**
2. **Alcohol License – Change in Licensee and License Representative – Greenway #646**
3. **Consider Local Government Lighting Project Agreement for SR 74/Paschall Road Multi-Use Tunnel**
4. **Consider Bid for After-market Accessories**

Kourajian moved to approve the Consent Agenda. Boone seconded. The motion carried unanimously.

Old Agenda Items

12-06-02 Consider Variance – 403A Dividend Drive

Property owner Tim Powers addressed Council. He used visual aids to help with his presentation. The cell tower for which he requested the variance imposed in the conical surface zone for Falcon Field, which was a mile away. He noted that cell towers were an approved use in the zoning for the area. He continued that the mechanics of the City were also in the area and pointed out the locations of the water treatment plant and the sewage plant. The City approved a new ordinance for cell towers a few years ago, which prohibited towers in the conical zone. Powers showed the land area on the map covered by the conical zone, which he said was a total of 30 square miles of air space controlled by the PCAA. Powers said he did not believe the PCAA owned all of the air space. He noted that pilots coming off the runway were expected to maintain 500 feet in the airspace. His tower would be 150 feet tall and would allow better cell phone communication. He supported that the PCAA owned a portion of the airspace, but not all the airspace. He said his property should not be subject to the PCAA's demands.

Powers continued that the City owned two cell phone towers, a 300-foot tower at the Recycling Center and the tower behind City Hall. The City received monthly checks from the users. He showed the location of several towers in the City, including two that also encroached into the conical zone. There had to be towers in order to have cell phone communication. Another 300-foot tower was really needed. The elevation dropped at Line Creek, which was a benefit for sewage and runoff. The City's growth had moved so, and towers needed to be moved south. Senoia built a water tower inside its city limits without consulting the PCAA that impeded into the zone, but Peachtree City could not address that. He asked for a variance and urged the City to get back to the original design of putting the towers near the railroad tracks.

City Planner David Rast said that, since the last meeting, staff had been working with the PCAA and their consultant, Prime Engineering, on drawings that showed the surface zones in relation to the airport and how they impacted the properties around the airport. Airport Manager John Crosby and the consultants could answer specific questions. (All drawings are included in the official meeting file.) Rast noted that the drawing showed the runway, the horizontal zones, the conical surface zones, and the runway approach zones. Another drawing showed the previous drawing overlaid on a drawing of the City and Coweta County. He pointed to the location of Powers' proposed tower, which would be in the surface zone as defined by the City's ordinance. Another drawing represented a transitional section and showed the runway transition surface zone and the conical surface zone, as well as how they were factored. According to the City's ordinance, the towers were not allowed to penetrate the zone.

Rast continued that there were two towers that encroached into the surface zone – the tower at the Tiernan & Patrylo building and the tower on Fulton Court, both approved three to four years ago. He said staff looked through the files to determine how the towers had been approved. The towers' builder went the same route as Powers. The builder went to the FAA and got an aeronautical study, which determined the towers did encroach into the area. The difference was that the airport manager at the time, on behalf of the PCAA, wrote a letter that said the towers were acceptable. The Planning Commission approved the towers based on the letter. Rast said staff would contact the owners. Rast said staff's recommendation, based on the evidence they had, was that Council not approve the variance request and that staff work with the other tower owner regarding the two towers that encroached into the surface zone.

Logsdon noted that the public hearing had been held in December, but opened the floor to anyone who wanted to speak. City Attorney Ted Meeker confirmed that the law required that one public hearing be held. This was not a public hearing per se, but Council could just take public comment.

No one asked to speak.

Kourajian asked about the water tower in Senoia. He asked whether the City or the PCAA had control over the air space located in other jurisdictions that encroached into the conical area. John Crosby, the aviation director at Falcon Field, said they were currently working with Coweta County to ask them to adopt the City's ordinance so the airport would be protected there. The FAA protected the areas when certain limits were exceeded and structures would be a hazard. Senoia did not go through the proper procedures, but he noted that Powers had done so. The water tower did not affect the approaches to the airport. During construction, the cranes had been a problem. The FAA had rulings on the area surrounding the airport, but the PCAA had to work in conjunction with the governmental entities. Kourajian asked when the FAA got involved and whether it was based on mileage. Crosby said it depended on how tall the structure was and what approach it was in.

Kourajian asked about the history of the ordinance and how the numbers were established. Rast said the ordinance was in place when he started with the City. Powers said he had researched the issue. The administration was tired of the cell towers and came up with the idea. He noted again that the utilities had always followed the rail line.

Plunkett asked Powers if he had gone to the FAA about his tower. Powers said he had, and he had a letter from the FAA that said the tower was not a hazard to flight navigation. The PCAA said no. Plunkett asked to see the letter.

Crosby pointed out that the numbers were not arbitrary, but were federal obstruction standards for all airports. He continued that anyone planning to build a structure in the airport area would be required to go through the same process. The FAA determined how much of a hazard the structure would be to flight navigation, but relied on the local authority to set the standards to protect the airspace. If the tower were built contrary to the FAA standards, the FAA would raise the minimums for the airport, which would make it tougher for airplanes to come in and out. Plunkett clarified that the tower could cause substantial problems for the airport. Crosby said it would. He noted that the letter Powers referred to recognized that the tower would exceed the horizontal surface by 48 feet.

Powers pointed out that McCollum Field, Peachtree-DeKalb, and Charlie Brown all had towers in their airspace and on their airports. It was a common occurrence. Powers continued that he had worked on this project for several months. It meant money to him. As a citizen, he had rights. Someone could not arbitrarily take his rights away. Anything could be made illegal.

Boone asked when the towers first went in, noting that there were no cell phones or towers in 1959. Rast said the telecommunications ordinance was adopted in 1998. At that time, staff had worked with the different carriers. The City did not want a proliferation of towers. They wanted the towers in areas where the ability to co-locate users would be better. Staff worked with the companies to identify those areas. The ordinance was designed with guidelines regarding tower location. One company built several towers that had six to eight carriers on each tower, rather than each carrier building its own tower. Since that time, the carriers had identified three other areas where they said there was a need for a tower – near the water tower in the extreme northeast corner of the City, on GA 54 East towards Lexington Circle and Walt Banks Road, and in the central area of the City where Powers proposed to build his tower. Rast said T-mobile had settled on Powers' site after talking with the City.

Kourajian clarified that staff agreed the location was good place for a tower. Rast said yes. Kourajian asked if variances had been given for the other two towers that encroached into the conical zone. Rast said no variance had been given, but the PCAA had approved the towers. Kourajian asked the location of the towers. Rast said the tower at the Tiernan & Patrylo building, 665 Dividend Drive, was closer to the airport than the tower Powers was proposing. Kourajian said that was his point. Rast said the towers were in the surface zones, but the height of the towers did not exceed the slope out.

Boone asked Powers what the impact on cell service would be if the tower was shorter. Powers said there would be a 25% impact since the tower would already be at a low elevation. Boone asked what would happen to the towers that were not in compliance and whether they would have to move or be shortened. Meeker said that staff was in the process of researching that. Logsdon said that they would have to be addressed if Council did not approve the variance. Powers added that the airport was used 52,000 times a year. The cell tower would be used more than that in one day and for just one carrier. The tower would have three carriers on it.

Ronald Price of Prime Engineering said that all the dimensions for the airspace were defined under federal regulation by the FAA, to which Congress had assigned total responsibility for the airspace in the United States. As soon as an aircraft left the ground, it was under the control of the U.S. government. The City's role was to ensure the land use around the facility was compatible, and to protect the investment in the facility. The tower would violate the zoning ordinance. If there were activities that variegated the use of the airport, the City could find less response from the FAA and the Georgia DOT for improvements. They were willing to give grants to governments responsible in the administration of their facilities. He said tall structures were best placed laterally to the runway, such as the tower at the Tiernan & Patrylo building. The critical point was where the structure was on approaches and departures. Plunkett added that the PCAA was also telling Council the tower was a safety factor.

Boone moved to deny the variance request for 403A Dividend Drive based on the fact that the tower exceeded the surface limits identified in the airport zoning district and that Council went along with staff's recommendation. Plunkett seconded. The motion carried unanimously.

Logsdon said that staff should continue looking into the towers that exceeded the height limitations. There should be a resolution to the double standard.

New Agenda Items

01-07-12 Citizen Request to Discuss Sign Ordinance

Allan Duncan, co-owner of Discount Golf Shop in Braelinn Village, addressed Council. He noted that they had received a visit from Code Enforcement in November regarding changes to the ordinance. He said there were parts of the ordinance that were a burden to retail owners. Restaurants and retail stores were impacted, and he requested a committee look into it. Duncan said the issues included the number and types of signs allowed that were static to the windows.

Logsdon asked Rast to go over the issues. Rast noted that the issues involved what the City referred to as window signs. When the sign ordinance was recently amended, the number of window signs allowed had been limited. The businesses were given several months notice prior to enforcement. Prior to the recent changes, if a business was visible from the street, then the window sign restrictions applied. If a store was in an area where customers had to go into the shopping center parking lot to see the signs, the ordinance was administered often as it was for window signs that could be seen from the street. Rast said staff felt that was a double standard. Staff researched sign ordinances from different jurisdictions and came up with guidelines that applied to everybody across the board. Code Enforcement had gone door-to-door in Braelinn Village several months ago. The golf store had several signs that were not in compliance with the current ordinance, and several other tenants were in violation. Rast recommended that staff work with business owners to come up with a potential amendment to the sign ordinance that worked for everyone.

Bill Lechner, owner of The Hobby Stop, said he had been visited by Code Enforcement in September and told he was in violation of the ordinance. He was told all his window signs were in violation, including his store name, the hours, the credit card signs, and the open sign. Several flyers for upcoming community events were also out of compliance. He gave Council copies of photos he had taken of other violations in the City, including City Hall and the library. He added that not a single merchant had been asked for input on an ordinance that affected their daily operation. Logsdon said he understood this was an issue, and Council would try to resolve it.

Plunkett asked if there had been a public hearing on the ordinance changes. Rast said there had been. She asked if the merchants had an opportunity to speak about their concerns. Rast said yes.

Keith Johnston, W.K. Café owner, said their business depended on visibility to attract customers. Braelinn Village stores were 100 yards away from the road and could not be seen. They did not want pink neon signs. He wanted to be able to put out a sign with daily specials. The smaller shops fed off the people who visited the anchor stores, and they needed signs to attract those people.

Logsdon asked Rast to get a group together and come back to Council with recommendations. Plunkett said that there also needed to be a citizen representative on the committee since their concerns were not the same as business owners'. Logsdon said they also needed to ensure City Hall was in compliance.

Logsdon asked Rast how long it would take. Rast said 60 days. Logsdon asked for an update by Council's March workshop. Kourajian suggested anyone interested in working on the committee contact Rast.

01-07-13 Consider Request for Funding from Promise Place

Administrative Services Director/City Clerk Jane Miller noted that the City had guidelines regarding funding certain non-profit agencies within the County broken down into agencies that provide basic needs, general needs, and the Board of Education. Promise Place was an organization that worked with victims of domestic violence and fell into the basic needs category of providing protection and shelter. Promise Place had requested $7,500 for this fiscal year. She added this was the fourth or fifth year the request had been made.

Kourajian moved to approve the request from Promise Place for $7,500 in City funding. Rutherford seconded. The motion carried unanimously.

01-07-14 Hear Proposal/Consider Request for Funding from Fayette County Art Center

Logsdon noted there was an additional document on the dais – an e-mail from Leisure Services Director Randy Gaddo to Mayor and Council dated January 18, 2007. Kathaleen Brewer, Fayette County Art Center director, addressed Council. She started the art center and gallery in Fayetteville about 18 months ago. She understood the concept was new territory. She said county and city governments did not realize the economics involved with an art center. Brewer continued that statistics showed that everyone who entered the Art Center would spend $38 in the surrounding area. The guest book had been signed by 650 people, who should have provided $40,564 in economic input. She also had 278 participating students. Arts centers raised economic revenues. According to statistics, people who participated in arts programs usually had higher education levels. The City and Fayette County had a high level of education, usually a bachelor of science or above. The reason those people participated more was because they had already been introduced to the arts and wanted to continue their education, as well as their children's.

Brewer also wanted to offer her services in helping to get a cultural arts venue going in the County. She continued that her current site was a problem, and she was moving next month to the yellow cottage on GA 54. She noted that the location was more visible, and she felt more people would participate. If she could keep the center autonomous from the County or municipal governments, it opened up the opportunity for partnership grants. According to the Georgia Council on Arts, $13 was generated for every $1 spent at an art center. The art center retained 20% of the instructors' fees, but the remainder went back into the community. Art sales went back to the artists.

Brewer said the funding would be used to help with rent and to keep the doors open. She showed Council photos of the arts center in Carrollton, which was built with SPLOST dollars. Kourajian asked Brewer if she had talked to Fayette County yet. Brewer said she was scheduled on February 22. Rutherford asked about the other municipalities. Brewer said she had spoken to Tyrone Mayor Sheryl Lee, who also worked for Fayette County, but she had approached Peachtree City first. She added that arts centers were also funded with programs similar to impact fees where a certain percentage of a project was designated for fountains, statues, murals, and arts centers.

Leisure Services Director Randy Gaddo said he had not been aware of the center before this proposal, but some of his staff members had visited it and felt it was nicely run. He applauded Brewer for what she was doing, but noted that the City offered a majority of the same classes. He continued that he could not support the request since it meant essentially funding an organization that would compete with the programs the City offered. He would like to discuss partnering and the idea of an art center. Brewer said she would also.

Logsdon said he would prefer to have more dialogue before Council moved on the request.

Plunkett moved to deny the request, but to work together to determine future needs and whether or not there were areas to partner in and for which funding might be available for those partnerships. Kourajian seconded.

Kourajian asked if money set aside for non-profit requests was given out on a first-come, first-served basis. Financial Services Director Paul Salvatore said they were. Kourajian said they should probably table the matter to hold the spot. Rutherford noted that $5,000 was the maximum every five years. Council might want to consider other options since that meant she could only ask for the funds every five years. Miller pointed out that, according to the City's regulation, the request must be for the FY 2008 budget and the request had to be made prior to June 1. She added that no one had made a request for FY 2008 as yet. Miller added that there was also a matching requirement.

The motion carried unanimously.

01-07-15 Consider Amendments to Home Occupation Ordinance

Miller said staff and the City Attorney had reviewed the ordinance, and a number of changes had been made. She continued that a number of changes were needed to address different situations that have occurred within the City. The changes included allowing the outside use of the dwelling for activities that normally occurred on residential property. People kept children in their home and, under the current ordinance, the children were not allowed outside the home. Another change limited the number of students taught at a time to two to help maintain the residential character and to help cut down on traffic. The appropriate licensing would be required for in-home day care centers. The amount of space allowed for a home business would be increased from 15% to 25%. A survey had been done, and 25% appeared to be more normal. The changes also clarified who could work in dwellings at a home occupation, as well as prohibiting off-site employees from congregating on the premises.

Kourajian asked Meeker if all the amendments were enforceable. Meeker said they were.

Rutherford asked why the changes were made. Miller said a number of things had come up over time, but nothing in particular had triggered the revisions. It was just time to review the ordinance.

Heidi Larson told Council that she represented a group of music teachers, who had just learned of the changes to the ordinance the previous night. The changes, particularly limiting lessons to two students at a time, affected nearly every music teacher in the City. She asked what the underlying issues were and if there might be a better way to resolve the issues. If approved, countless opportunities would be lost for group lessons and masters classes that were vital to the curriculum. The amendment would bar certain types of musical groups, such as string quartets, from rehearsing in teachers' homes. It would also keep teachers from holding recitals in their homes. Larson said they all taught professionally, held national certification, and held business licenses. She asked why people who gave lessons were targeted as opposed to cosmetics sales representatives who held parties in their homes to sell their products. She asked how the changes would affect families that had more than two children taking lessons. She also asked if home businesses holding training or meetings would be prevented from doing so.

Logsdon asked Miller if all that had been taken into consideration. Miller said no. She continued that, at some point where large groups were involved, businesses might need to look for another location to provide services. Staff felt that a limit of two students was reasonable. The limit to two students was not just for music lessons, but anything, including tennis lessons, that could be taught in the home. The amendment was designed to keep a half dozen cars from converging on one house at 4 p.m. where it would appear that business was being conducted. Miller said it sounded like the ordinance amendment should be tabled to further review the issue.

Plunkett moved to postpone the agenda item so staff could work with representatives, until the second meeting in March. Boone seconded.

Plunkett said she would also like more information on day care situations, since there might be seven or eight children. She asked how many children were allowed.

Bob Smith told Council that he and his wife were in the process of getting a child care license. He noted that family day care centers were limited to six children by state regulation and City guideline. Getting a state license was also a financial obligation that they were not currently obligated to. Miller clarified that the City only required a license if one was required by the state, which depended on the number of children being kept in a home.

The motion carried unanimously.

01-07-16 Consider Rules of Court Ordinance

Miller noted that the court staff had reviewed the ordinance and recommended it be changed. The changes were minor operational changes. There were now eight sessions a month instead of four. The court hours had changed. There was also an on staff solicitor. The changes were based on the way the court was currently operating.

Rutherford asked if a public hearing was required to make ordinance changes. Meeker said it depended on the kind of ordinance. Public hearings were required for changes to the zoning ordinances, but not for this. Plunkett questioned whether it would not be prudnet to have a public hearing on any ordinance change versus changing the ordinance then realizing that not everything had been considered. Meeker said he did not know if there needed to be additional procedural issues imposed on any code that was amended. Council had never denied giving anyone the chance to speak.

Kourajian moved to approve the amendments to the Rules of Court ordinance. Boone seconded. The motion carried unanimously.

01-07-17 Consider Amendments to Peddlers & Solicitors Ordinance

Logsdon noted there was an additional document on the dais – a copy of the ordinance with the proposed changes. Meeker said that staff had been looking at the ordinance for eight to 10 months. There were various issues, as well as enforcement issues and how to handle the peddlers and solicitors that came to the City.

Logsdon said it looked good, and it would keep people with buckets asking for money out of the GA 54/GA74 intersection. Meeker said that had not been on the forefront when the changes had been considered.

Kourajian asked Meeker to go over the proposed changes. Public Information Officer/Deputy City Clerk Betsy Tyler told Council that people who sold door-to-door, both in residential and commercial areas, were required to register and to pay $25 per day per person. After a 2002 federal court decision, non-profit organizations that had previously been required to have a permit were exempt from registration and paying the fee. They would be required to show proof the organization was non-profit. Tyler said there had been a concern that vendors who went door-to-door to update orders might also be in conflict with the ordinance. The City required a Georgia driver's license or identification card to register as a solicitor. Those with out-of-state licenses had to go to the Police Department for approval. She added that did not mean that a Georgia resident going door-to-door was a model citizen. There was also a safety concern with some of solicitors that had been at the major intersections.

Tyler continued that Miller had met with a local merchant regarding the tractor-trailer truck drivers from out-of-state who obtained a permit and sold furniture. They were directly competing with local vendors and did not pay any state taxes. The amendments would require transient vendors to show proof that they paid taxes. Tyler noted that having the registration process at the Police Department gave everyone a more secure feeling that someone with a criminal record would be less likely to try anything here.

Boone asked how the changes would affect the firefighters during their boot collection. Tyler said that would still be permitted in shopping centers or private businesses, but they would also be prohibited at the busy intersections.

A resident asked about the organizations that threw flyers in the driveways. Tyler said they were held to the same requirements. The City had called the numbers on flyers that residents had turned in and had them come in and pay the fee.

Plunkett noted that the Police Department did not take cash. Police Chief James Murray said that most of the solicitors paid by check.

Kourajian asked if people would be prohibited from soliciting on the City streets, or just busy intersections. Meeker said the revised ordinance applied to the streets as a whole. It was addressed in Section 58-11. Regulations for soliciting, canvassing, or peddling. Plunkett asked about political candidates that stood on the side of the street. Meeker said that was a free speech issue, and they were permitted.

Boone asked about transient merchants from out-of-state and whether they paid state sales taxes. Tyler said that, under the new ordinance, they would be required to show proof they paid state taxes on the items they sold in the state. Boone asked how that would be done. Tyler said they would have to satisfy staff that they paid state taxes.

Kourajian moved to approve the amendments to the Peddlers & Solicitors Ordinance. Boone seconded. The motion carried unanimously.

01-07-18 Consider Approval of Probation Services

Miller said that the City solicited Requests for Proposal in October. Three companies responded – Judicial Correction Services, Professional Probation Services, and Providence Community Corrections. She continued that staff deemed Judicial Correction Services to be the least qualified since they had only been in business for six years and had financial issues in 2005, partly due to ramping up their technology. Of the two remaining companies, Providence was the City's current carrier. Both companies were well-qualified. Staff looked at the services the companies provided and the cost to probationers. Providence Community Corrections provided more workshops and classes either free or at a much lower cost than Professional Probation Services. Professional Probation Services would pay the City first, then take their monthly fee. Providence gave the City 75% and kept 25%. Miller said that, in the end, if the probationers did not have to pay for court-mandated workshops, they should be able to pay their fines sooner. The City had a good working relationship with Providence. Their staff was responsive, and City staff felt Providence should be the provider for probation services.

Rutherford asked if this was the same company the City currently dealt with. Miller said it was the same company, but the name had changed due to mergers. The staff had been different over time. Boone asked if the company had a local office. Miller said it did.

Boone moved to approve the appointment of Providence Community Corrections to continue to provide the probation services for municipal court. Kourajian seconded.

Kourajian asked how long the agreement lasted. Miller said it was a three-year agreement.

The motion carried unanimously.

07-07-19 Consider Reclassification of Budget Analyst Position

Logsdon noted there was an additional document on the dais – an e-mail from the City Manager dated January 18, 2007, answering some questions asked by Plunkett. Salvatore said that the Atlanta Regional Commission (ARC) had been asked to do a market salary survey on certain targeted positions, and two positions were out of line with the market. One was the budget analyst position, which the ARC recommended be upgraded from pay grade 276 to 277. The impact on the remainder of the FY 2007 budget was $1,623.

Rutherford asked who chose the targeted positions. Miller said the ARC had selected the positions. Kourajian clarified that only two positions needed a change. Salvatore said there were only two positions that appeared to be out of line. Kourajian asked how many positions were selected. Miller said approximately 20 positions. She said they only benchmarked certain positions unless the request was for a comprehensive pay plan analysis. The human resource position was not one that was looked at, but came about when there was a vacancy of another positioni. Staff asked the Mercer Group, the company that did the comprehensive pay plan analysis, to look at the position based on some changes in job duties over time. Kourajian asked if the City was understaffed in those positions. Miller said no, and that the positions were just one person.

Plunkett asked if they looked at the other positions in the same department to see if they should change. Miller said they did not compare position to position. The positions were looked at with a set of 10 factors. One change did not snowball into many. Plunkett asked if an employee could make more than a supervisor. Miller said probably not since the supervisor should have more knowledge, skills, and ability than the person they supervised, plus one of the factors used was for supervision.

Kourajian asked if the salary steps were related to job performance. Miller said they were. Kourajian asked if a person was moved to another pay grade it seemed there should be more requirements. Miller said the grade involved the difficulty and worth of the job. The steps had to do with the performance of the job. The steps were involved in merit increases.

Salvatore said the adjustment in the salary was because the minimum level of the pay grade of the position was 14% below market, so the person was basically underpaid. The adjustment would put the positions on line with what they should have been making.

Plunkett asked why the request was for this budget year and not the next. Miller said they had found out the positions were not appropriately classed, so it was brought forward now.

Kourajian moved to approve the reclassification of the budget analyst position from pay grade 276 to 277 effective January 1, 2007. Boone seconded. The motion carried unanimously.

01-07-20 Consider Reclassification of Human Resources Specialist
Miller noted that the position was first classified in 2000. Staff requested the Mercer Group look at the position since the duties and responsibilities had changed. A questionnaire was completed and forwarded to the Mercer Group for them to factor the position to see if it was at the proper grade, and the Mercer Group recommended it change from grade 74 to 76. Kourajian asked if the job changed because of the individual that was in the position and if it would apply if someone else was doing the job. Miller said the requirements would be in place for a new hire due to the complexities of the technology that was now used. The duties would remain with the job, and whoever was in the job would need the same qualifications.

Boone moved to approve the reclassification of the human resources specialist position from pay grade 74 to grade 76. Kourajian seconded.

Rutherford asked where the additional funds would be coming from. Miller said there was some money in the Human Resources budget. She would find the funds in the Administrative Services budget.

The motion carried unanimously.

01-07-21 Consider Pool Passes for Retired City Employees
Gaddo said this had been a suggestion from the Quality Improvement Team (QIT) program. City employees received pool passes for their immediate families. The suggestion, which had been submitted by a Kedron Fieldhouse employee, had been reviewed by the QIT panel and the directors and chiefs. The passes would be for retired employees, their spouses, and any minor children that might reside with them. As with the active employee passes, the retirees would be required to complete the same form annually. Gaddo stressed it was for retired employees, not former employees. Kourajian asked how many people that would be. Gaddo said it was approximately 20 people. Kourajian asked if the retirees had to live in the City. Gaddo said they would not. They would also have to notify the retired employees of the benefit. Miller said they would do what they could do get the information to the retirees.

Kourajian moved to approve the QIT suggestion for pool passes for retired employees, spouses, and/or minor children living with them. Boone seconded.

Plunkett asked how much the annual passes cost. Gaddo said a full family pass was $150 annually. He added there would not really be a loss of revenue. Meeker noted the comment about "and/or" and explained there might be a single parent situation. Plunkett asked if it included grandchildren. Plunkett pointed out that most retired employees would not have minor children. Gaddo said more grandparents had grandchildren living with them. If the grandchildren were visiting, they would be expected to pay for a daily pool pass. Kourajian hoped that retired employees would be more

honest about it. Gaddo said he was not sure it would be worth the policing effort. Plunkett said she would like to get a definition of City employee.
The motion carried unanimously.

01-07-22 Consider Name Brand/Sole Source for Kustom Media Manager System
Chief Murray said this request was for materials on the new patrol cars that would arrive in February and to upgrade 10 DVD systems installed last year. Kustom was bidding on the state contract. The systems would be consistent throughout the department. The system would allow the officers to download the DVDs to a hard drive for court presentations. Murray said using DVDs instead of video tapes allowed for three full minutes of back-up prior to the blue lights being turned on. Retrieval from the DVDs was faster, and storage was easier. The system was on at all times, but automatically recorded three minutes prior to the lights going on.

Boone asked if this was included in the budget. Murray said it was, and the price was slightly under what had been budgeted.

Kourajian moved to approve the conversion of Kustom Digital Video DVD system to Kustom Digital Eyewitness Media Manager System, Server Based System and name brand/sole source Kustom Media Manager System for $100,170. Boone seconded. The motion carried unanimously.

01-07-23 Consider Resolution on Delta Airlines
Logsdon noted there was an additional document on the dais – a copy of the resolution. Logsdon said the resolution had come from State Senator Ronnie Chance. Plunkett read the resolution.

Boone moved to adopt the resolution for Delta Airlines. Kourajian seconded.

Rutherford asked what would happen if Delta chose to merge with another company. Logsdon said the resolution would not stop a merger. Kourajian said the resolution just said the City supported the airline if it chose not to merge.

The motion carried unanimously.

<u>Council/Staff Topics</u>
Update on MacDuff Parkway Landscaping
Rast said the plans were complete and had gone out to bid on January 12. The first advertisement had been January 17, and the second advertisement was scheduled on January 31. A pre-bid meeting would be held February 1, and the bid opening was slated February 15. The recommendation for the bid approval would be on the March 1 Council agenda. Purchasing would issue the notice of award on March 2, and the notice to proceed on March 12. He said the anticipated cost was over $100,000, and House Bill 1079 required a mandatory 30-day advertisement period. The plans were posted on the City's website. Logsdon asked how much the project would cost. Rast said the SPLOST was budgeted at $120,000. Staff had anticipated that $15,000 would be spent on consultant's fees, which would not be occurred since he and a local landscape architect had worked on the plans.

Update on Golf Cart Registration

Tyler said that an even 7,700 carts had been registered by 4 p.m. that day. There were 53 decals that had been permanently released because the cart had been destroyed or the owner had moved out of town. Forty decals had been destroyed. Seventy carts had been transferred. Forty-two were currently in a pending category because the owner had released the carts, but the new owners had not yet come in to register them in their name. In January, letters had been sent to the 637 out-of-city registered golf cart owners to remind them that the $60 annual fee was due, and approximately 50%, had paid to date. Tyler said Chief Murray indicated that eight citations had been written for improper registration. The standard fine was $80, plus the $12 for the decal. Logsdon asked if the City knew who had not registered. Tyler said no, because the old database was so out-of-date.

Rutherford moved to convene in executive session for threatened or pending litigation and a personnel issue. Kourajian seconded. The motion carried unanimously.

Rutherford moved to reconvene in regular session. Kourajian seconded. The motion carried unanimously.

There being no further business to discuss, Rutherford moved to adjourn. Kourajian seconded the motion. The motion carried unanimously. The meeting adjourned at 9:59 p.m.

Jane Miller, City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

2007 City Event Calendar

	February	March
	2/1 – City Council Meeting, 7 pm 2/6 - City Council, 6:30 pm 2/15 – City Council Meeting, 7 pm	3/1 – City Council Meeting, 7 pm 3/2&3 – City Council Retreat, Wyndham (8-5) 3/6 - City Council Workshop, 6:30 pm 3/15 – City Council Meeting, 7 pm
April	**May**	**June**
4/3 – City Council Workshop (Tentative), 6:30 pm 4/5 – City Council Meeting, 7 pm **4/7 – PTC Community Litter Cleanup, 8 am – 1 pm** 4/14 – Spring Yard & Garden Show 4/16 - Tour de Georgia begins in Peachtree City 4/19 - City Council Meeting, 7 pm	5/1 - City Council Workshop (Tentative), 6:30 pm 5/3 – City Council Meeting, 7 pm 5/5&6 – Spring Cleanup 5/12 – Touch A Truck 5/17 - City Council Meeting, 7 pm 5/28 – Memorial Day, City offices closed Memorial Day Celebration	6/5 – City Council Workshop (Tentative), 6:30 pm 6/7 - City Council Meeting, 7 pm 6/21 - City Council Meeting, 7 pm
July	**August**	**September**
7/3 – City Council Workshop (Tentative), 6:30 pm 7/4 – Independence Day – City offices closed, Parade & Fireworks 7/5 – City Council Meeting, 7 pm 7/19 – City Council Meeting, 7 pm	8/2 – City Council Meeting, 7 pm 8/7 – City Council Workshop (Tentative), 6:30 pm 8/16 – City Council Meeting, 7 pm 8/25 – Kidz' Fest	9/3 – Labor Day, City offices closed 9/4 – City Council Workshop (Tentative), 6:30 pm 9/6 – City Council Meeting, 7 pm 9/15&16 – Shakerag Arts & Crafts Festival 9/20 – City Council Meeting, 7 pm
October	**November**	**December**
10/2– City Council Workshop (Tentative), 6:30 pm 10/4 – City Council Meeting, 7 pm 10/13 & 14 – Great Georgia Air Show 10/18 – City Council Meeting, 7 pm 10/20 – PTC Classic Road Race	11/1 – City Council Meeting, 7 pm 11/3 –Chili Cook-Off 11/6– City Council Workshop (Tentative), 6:30 pm 11/15 – City Council Meeting, 7 pm 11/22 & 23 – Thanksgiving Holiday, City offices closed	12/1 – Hometown Holiday 12/4– City Council Workshop (Tentative), 6:30 pm 12/6 – City Council Meeting, 7 pm 12/20 – City Council Meeting, 7 pm 12/24 & 25 – Christmas Holiday, City offices closed

*Note: Items in **BOLD** are new additions*

Updated 1/26/07

ADMINISTRATIVE SERVICES
MONTHLY REPORT

For Month of: _December 2006_

	November-06	December-06	FY 2007 YTD	FY 2006 YTD
Human Resources				
Workers Compensation Claims Filed	1	**2**	**6**	2
City Vehicle / Equipment Accidents	1	**3**	**5**	4
Lawsuit Legal Fees	-$3,000.05	**$6,955.77**	**$13,170.60**	$20,299.29
Municipal Court				
Fines Collected	$90,041.45	**$91,135.00**	**$288,856.45**	$337,800.57
Online Transactions	89	**157**	**364**	445
Citations Closed	468	**568**	**1,487**	1,779
Jail Fund Balance	$1,412.13	**$4,804.27**	**$89,417.17**	$70,783.53

** Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies.*

*** A positive Jail Fund Balance reflects a credit with the County based on jail fees paid versus number of prisoners housed*

	November-06	December-06	FY 2007 YTD	FY 2006 YTD
Public Information				
New Businesses Registered	20	**26**	**82**	57
Public Contacts, Questions & Complaints	64	**55**	**200**	192

This includes 5 complaints against Comcast Cable Company, 1 sanitation company complaint, and 3 Open Records/Discovery Requests.

PEACHTREE CITY BUILDING DEPARTMENT
FY 2007

	Nov-06	Dec-06	Fiscal Y-T-D 2007	Fiscal Y-T-D 2006
DEVELOPMENT PERMITS:	5	3	15	52
BUILDING PERMITS:				
Single Family Residential	16	1	21	47
Multi-Family Residential	0	0	0	0
Misc.-Pools/fences/additions	33	32	108	102
Commercial/Industrial	14	15	42	37
TOTAL INSPECTIONS:	497	528	1,561	1,701
CERTIFICATE OF OCCUPANCY:				
Residential	5	7	24	33
Commercial	7	4	21	13
Multi-Family Residential	0	0	0	0
CODE ENFORCEMENT:				
Sign Violations	184	62	622	979
Rehab	11	22	53	28
Notice of Violations	164	128	579	385
Citations	0	5	8	3
Stop Work Orders	7	5	18	22
Complaints From Citizens	8	12	37	40
PERMIT FEES COLLECTED:	73,570	22,064	123,275	205,422
POPULATION: Based on 2.09 of completed occupancy	36,099	36,114	36,114	35,882

Revised 1/12/2007

PEACHTREE CITY FIRE/EMS DEPARTMENT
2007 MONTHLY REPORT

	Nov. 06	Dec. 06	2007 FY-T-D	2006 FY-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	2	2	4	8
Actual Business/Industrial Fires	1	1	3	2
Rescue/EMS Assist	147	138	448	425
Vehicle/Golfcart Accidents	19	20	52	86
False Alarms	26	25	86	62
[1]Other	23	37	83	74
Total Engine Response	218	223	676	657
Dispatched Fire Calls	57	64	189	171
Response Time Fire	4:39	5:04	5:00	5:00
RESCUE/EMS				
Trauma	43	35	107	282
Medical	140	138	406	286
Total # Patients	183	173	513	568
Patients Transported	100	81	270	247
Dispatched EMS Calls	159	161	484	488
[2]Total Medic Response	219	196	650	589
Response Time EMS	4:46	4:47	4:44	4:03
Dispatched Fire/EMS Total	216	225	673	659
EMS BILLING				
Patients Billed	82	61	210	233
Revenue Generated	31,590	24,821	81,305	92,103
[3]Total Revenue Received	24,241	17,972	53,745	63,203

[1]Other miscellaneous responses; gas and water leaks, hazmat spills, etc.

[2]Includes Fire Assist Responses

[3]Revenue Received on All Outstanding Accounts

LEISURE SERVICES MONTHLY REPORT

Dec-06

Activity Description	Unit	Dec. 2006	FY 2007 YTD	FY 2006 YTD
Library				
Books Circulated	number	24,906	88,453	46,191
Internet Usage	visits	3,191	8,356	3,784
Computer Lab Use	hours	9*	73	13

***Low use due to holidays**

Recreation				
Class/Program Revenue	$	$1,597	$7,615	$9,161
Playing Surface Mowing	hours	212	912	930
Playing Field Preparations	hours	500	1,175	1,161
Building Maintenance	hours	369	1,230	1,235
Safety Inspections	visits	50	150	150
Litter Removal	hours	204	828	816
Complaints answered	number	0	2	2

CITY OF PEACHTREE CITY
GENERAL GOVERNMENTAL FUNDS BUDGET COMPARISON (UNAUDITED)
FOR THE THREE MONTHS ENDED DECEMBER 31, 2006

PERCENTAGE OF BUDGET YEAR COMPLETED 25.0%

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	$ 10,094,474	$ 8,827,316	$ (1,267,158)	87.45%
Franchise Taxes	2,191,127	58,557	(2,132,570)	2.67%
Local Option Sales Tax	7,046,292	1,789,747	(5,256,545)	25.40%
Other Sales & Use Taxes	652,642	171,750	(480,892)	26.32%
Business Taxes	2,086,038	1,903,793	(182,245)	91.26%
Licenses & Permits	956,294	378,059	(578,235)	39.53%
Grants	378,366	109,233	(269,133)	28.87%
Charges for Services	1,177,313	128,237	(1,049,076)	10.89%
Fines & Forfeitures	1,140,817	212,901	(927,916)	18.66%
Investment Income	428,565	162,264	(266,301)	37.86%
Other Revenue	9,227	9,435	208	102.25%
Other Financing Sources	407,943	85,730	(322,213)	21.02%
Total General Fund Revenues	**$ 26,569,098**	**$ 13,837,022**	**$ (12,732,076)**	**52.08%**
Surplus Carryover	594,202	-		
Total General Fund	**$ 27,163,300**	**$ 13,837,022**		

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	$ 477,615	$ 110,655	366,960	23.17%
Administrative Services	1,032,585	235,502	797,083	22.81%
Financial Services	897,958	231,367	666,591	25.77%
Police Services	5,568,253	1,274,361	4,293,892	22.89%
Fire/EMS Services	5,211,897	1,140,220	4,071,677	21.88%
Public Works	4,313,679	959,075	3,354,604	22.23%
Leisure Services	4,960,384	1,178,071	3,782,313	23.75%
Developmental Services	1,331,667	301,757	1,029,910	22.66%
Non-Divisional:				
Council Contingency	100,000	-	100,000	0.00%
Non-Profit Organizations	20,000	-	20,000	0.00%
Transfer to Development Authority	35,000	35,000	-	100.00%
Transfers to Other Funds	3,371,202	1,673,693	1,697,509	49.65%
Liability Insurance	80,835	-	80,835	0.00%
Legal Services	162,880	19,438	143,442	11.93%
General Administration	72,279	-	72,279	0.00%
Other	(472,934)	-	(472,934)	0.00%
Total General Fund	**$ 27,163,300**	**$ 7,159,139**	**$ 20,004,161**	**26.36%**

HOTEL/MOTEL FUND REVENUES

Description	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	**$ 1,092,291**	**$ 245,420**	**$ (846,871)**	**22.47%**

HOTEL/MOTEL TRANSFERS OUT

Type	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	$ 364,097	$ 81,807	$ 282,290	22.47%
Transfer to Tourism Association	728,194	163,613	564,581	22.47%
Total Hotel/Motel Transfers Out	**$ 1,092,291**	**$ 245,420**	**$ 846,871**	**22.47%**

CITY OF PEACHTREE CITY
FINANCIAL SERVICIES DIVISION MONTHLY REPORT (UNAUDITED)
AS OF DECEMBER 31, 2006

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER
DECEMBER 2006

Description	Vendor	Award	Date
Laptop Computers	Florida Micro	$ 39,736.00	12/08/2006

PURCHASING REPORT
FOR MONTH ENDED DECEMBER 31, 2006 AND DECEMBER 31, 2005

Activity	Fiscal Year 2007	Fiscal Year 2006
Purchase Orders / Requisitions Processed	229	210
City Store Requisitions Processed	8	7
Sealed Bids Requested	3	1
Requests for Proposals	2	0
Bids Awarded	4	3
Requests for Proposals Awarded	2	0
Contracts Prepared	4	1
Fixed Assets Purchased	16	3

INFORMATION TECHNOLOGY REPORT
DECEMBER 2006 AND YEAR-TO-DATE

Activity	Current Month	Fiscal Year 2007
Work Orders Created	86	303
Work Orders Closed	81	290
Work Orders Open	5	9
Project Work Orders	81	279
Technical Support	86	287
Website Visits	66,894	174,344

PEACHTREE CITY POLICE DEPARTMENT
2006 MONTHLY REPORT

	NOVEMBER 06	DECEMBER 2006	2006 CYTD	2005 CYTD
PART I CRIMES				
Criminal Homicide	0	0	2	0
Rape	0	0	2	4
Robbery	0	0	5	3
Aggravated Assault	3	0	9	6
Arson	0	0	1	6
Motor Vehicle Theft	4	5	65	51
Theft	23	32	287	258
Burglary	6	4	39	26
TOTAL PART I CRIMES	**36**	**41**	**410**	**354**
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	19	25	239	252
DUI – ADULT	18	21	213	222
DUI – UNDERAGE	1	4	26	30
MINOR IN POSSESSION OF ALCOHOL	3	10	67	100
DRUG ARRESTS:				
MARIJUANA	6	5	65	87
METHAMPHEDIMINE	0	1	6	30
COCAINE	2	1	7	6
OTHER (opium, etc)	0	1	4	0
ARRESTS				
PROPERTY CRIMES	9	14	149	128
PERSON CRIMES	12	1	64	73
CITY ORDINANCES	34	33	420	554
TRAFFIC OFFENSES	29	47	649	527
OTHER	46	38	502	453
AVERAGE RESPONSE TIME	6.02	6.00	5.69	5.69
CALLS ANSWERED	**5,099**	**5,474**	**69,873**	**77,248**

TRAFFIC				
CITATIONS ISSUED	475	495	6,786	7,834
WARNINGS	453	422	5,623	5,707
ACCIDENTS	92	111	1,114	1,218

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HWY 74	10
HWY 74 / CROSSTOWN DRIVE	4
HWY 54 / PEACHTREE PARKWAY	4
HWY 54 / WALT BANKS ROAD	3
HWY 74 / PASCHAL ROAD	3

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / HWY 74	70
HWY 54 / COMMERCE DR	42
HWY 74 / CROSSTOWN DRIVE	33
HWY 54 / PEACHTREE PARKWAY	26
HWY 54 / WALT BANKS ROAD	19

PUBLIC SERVICES MONTHLY REPORT
DECEMBER 2006

Activity Description	Unit	December - 06	FY 2007 YTD	FY 2006 YTD
Street Patching	Hrs.	60	289	670
Street Crack Sealing	Hrs.	68	68	0
Drainage Maintenance	Hrs.	263	1,159	571
Street Sweeping	Hrs.	68	159	165
Cart Path Paving	Ft.	2,065	6,710	5,004
Cart Path Prepped for Paving	Ft.	75	4,672	~~~
Cart Path Litter Removal	Hrs.	165	440	324
Cart Path Drainage Maintenance	Hrs.	151	530	1,069
R.O.W. Mowing	Hrs.	0	672	504
R.O.W. Litter Removal	Hrs.	477	1,528	1,328
R.O.W. General Maintenance	Hrs.	296	762	775
Mowing (Subdivision Entrances)	Hrs.	0	548	1,433
Landscape Maintenance	Hrs.	87	239	319
Landscape Planting/Mulching	Hrs.	30	85	922
Subdivision Sign Maintenance	Hrs.	66	182	48
Traffic Sign Maintenance	Hrs.	105	341	521
Vandalism Repairs	Hrs.	23	90	17
Vandalism Repairs	Dls.	521	159	165
Citizen Complaints Answered	Num.	55	175	162
Community Service	Hrs.	40	40	97

RECYCLING SITE

Manhours	Hrs.	36	138	182
PARTICIPANTS				
Recycling	Num.	134	505	614
Composting	Num.	519	1,736	2,655
Mulch Pick Up	Num.	14	35	219

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **Administrative Services Director / City Clerk**

DATE: **January 24, 2007**

SUBJECT: **Request for Funding from Fayette Senior Services**
February 1, 2007 Council Agenda

Recommendation:

Consider approval of the request from Fayette Senior Services for $7,500 in City funding.

Discussion:

Fayette Senior Services has submitted the attached request for $7,500 in funding assistance from the City of Peachtree City (attachment 1). As required in CAR 8-3 Fayette Senior Services has included with their request a copy of the latest completed Form 990 tax filing. The City has, for the past several years, provided $7,500 in annual funding to Fayette Senior Services and this amount has been included in the City's FY07 budget. Andy Carden, Executive Director, will be at the Council meeting to answer any questions you may have. Should Council approve this request, both the City and Fayette Senior Services must sign an agreement indicating what services are provided (attachment 2).

Budget Impact:

The budget impact to the City would be $7,500.

Attachments

Fayette
Senior
Services™

Attachment 1

390 Lee Street
Fayetteville, GA 30214-2056
Phone: 770-461-0813
www.fayss.org

April 27, 2006

Mrs. Jane Miller
Director of Administrative Services
151 Willowbend Road
Peachtree City, GA 30269

Dear Jane:

Fayette Senior Services request approval of $7,500 funding assistance from Peachtree City in FY 2007. The City of Peachtree City has been a supporter of seniors for a number of years by funding this request. The many services we provide continue to grow. Our programs have been for many years limited by our space. As you have read and been apprised, Fayette County will have the new multipurpose senior center by June 30, 2007. The new space will allow FSS to more fully address some of the under programmed needs within our senior community.

Outlined below is the standard information that the agency has supplied to you in the past. I hope this will meet your need and FSS looks forward to the continued success of our services to the Citizens of Peachtree City.

Sincerely,

Andy Carden

THANK YOU FOR YOUR SUPPORT!
Attachment

Funding Request For Non-Profit Organizations

Organization Information:

Organization Name: Fayette Senior Services

Address: 390 Lee Street, Fayetteville, GA 30214

Phone # (770) 461-0813 Fax # (770) 461-2448

Contract Person. Andy Carden

Title: Executive Director

Financial Information:

Total Annual Budget: $711,939

Total Clients Served Annually: 2,080

Peachtree City Residents Served Annually: 645

Funding Request Information.

Funding Amount Requested: $7,500

Funding Use(s): To support operational cost of Fayette Senior Services

Additional Information on Organization/Services: An exciting new collaboration is underway with ExceptionalOPTS to serve the Developmentally Disable ages 18 to 59 through the Transportation Voucher Program.

REQUIRED ATTACHMENTS 501 c3 non-profit organizations must provide a copy of the previous calendar year form 990. Other non-profits must provide a current fiscal year budget.

Date Submitted:	Council Approval Date:	Amount Approved

Form **990** Department of the Treasury Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

OMB No. 1545-0047 **2004** Open to Public Inspection

A For the 2004 calendar year, or tax year beginning JUL 1, 2004 and ending JUN 30, 2005

B Check if applicable: Address change / Name change / Initial return / Final return / Amended return / Application pending

C Name of organization: Fayette Senior Services, Inc.

Number and street (or P.O. box if mail is not delivered to street address): 390 Lee Street — Room/suite

City or town, state or country, and ZIP + 4: Fayetteville, GA 30214

D Employer identification number: 58-1364158

E Telephone number: (770) 461-0813

F Accounting method: Cash [ ] Accrual [X] Other (specify) ▶

• Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).

H and I are not applicable to section 527 organizations.

H(a) Is this a group return for affiliates? Yes [ ] No [X]

H(b) If "Yes," enter number of affiliates ▶

H(c) Are all affiliates included? N/A Yes [ ] No [ ] (If "No," attach a list.)

H(d) Is this a separate return filed by an organization covered by a group ruling? Yes [ ] No [X]

I Group Exemption Number ▶

G Website: ▶ www.fayss.org

J Organization type (check only one) ▶ [X] 501(c) (3) ◀ (insert no.) [ ] 4947(a)(1) or [ ] 527

K Check here ▶ [ ] if the organization's gross receipts are normally not more than $25,000. The organization need not file a return with the IRS; but if the organization received a Form 990 Package in the mail, it should file a return without financial data. Some states require a complete return.

M Check ▶ [ ] if the organization is not required to attach Sch. B (Form 990, 990-EZ, or 990-PF).

L Gross receipts: Add lines 6b, 8b, 9b, and 10b to line 12 ▶ 617,175.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances

Revenue	1	Contributions, gifts, grants, and similar amounts received:				
	a	Direct public support	1a	39,125.		
	b	Indirect public support	1b	59,770.		
	c	Government contributions (grants)	1c	495,314.		
	d	Total (add lines 1a through 1c) (cash $ 594,209. noncash $)			1d	594,209.
	2	Program service revenue including government fees and contracts (from Part VII, line 93)			2	21,632.
	3	Membership dues and assessments			3	
	4	Interest on savings and temporary cash investments			4	14,912.
	5	Dividends and interest from securities			5	24,243.
	6 a	Gross rents	6a			
	b	Less: rental expenses	6b			
	c	Net rental income or (loss) (subtract line 6b from line 6a)			6c	
	7	Other investment income (describe ▶)			7	
	8 a	Gross amount from sales of assets other than inventory — (A) Securities: ; (B) Other:	8a			
	b	Less: cost or other basis and sales expenses — (A) Securities: ; (B) Other:	8b			
	c	Gain or (loss) (attach schedule) — (A) Securities: ; (B) Other:	8c			
	d	Net gain or (loss) (combine line 8c, columns (A) and (B))			8d	
	9	Special events and activities (attach schedule). If any amount is from gaming, check here ▶ [ ]				
	a	Gross revenue (not including $ 0. of contributions reported on line 1a)	9a	20,323.		
	b	Less: direct expenses other than fundraising expenses	9b			
	c	Net income or (loss) from special events (subtract line 9b from line 9a) See Statement 2			9c	20,323.
	10 a	Gross sales of inventory, less returns and allowances	10a			
	b	Less: cost of goods sold	10b			
	c	Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a)			10c	
	11	Other revenue (from Part VII, line 103)			11	<58,144.>
	12	Total revenue (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)			12	617,175.
Expenses	13	Program services (from line 44, column (B))			13	619,548.
	14	Management and general (from line 44, column (C))			14	53,901.
	15	Fundraising (from line 44, column (D))			15	5,400.
	16	Payments to affiliates (attach schedule)			16	
	17	Total expenses (add lines 16 and 44, column (A))			17	678,849.
Net Assets	18	Excess or (deficit) for the year (subtract line 17 from line 12)			18	<61,674.>
	19	Net assets or fund balances at beginning of year (from line 73, column (A))			19	1,270,222.
	20	Other changes in net assets or fund balances (attach explanation) See Statement 1			20	28,431.
	21	Net assets or fund balances at end of year (combine lines 18, 19, and 20)			21	1,236,979.

Fayette Senior Services, Inc. 58-1364158

Form 990 (2004) Page 2

Part II Statement of Functional Expenses All organizations must complete column (A). Columns (B), (C), and (D) are required for section 501(c)(3) and (4) organizations and section 4947(a)(1) nonexempt charitable trusts but optional for others.

Do not include amounts reported on line 6b, 8b, 9b, 10b, or 16 of Part I.		(A) Total	(B) Program services	(C) Management and general	(D) Fundraising
22 Grants and allocations (attach schedule) (cash $ ______ noncash $ ______)	22				
23 Specific assistance to individuals (attach schedule)	23				
24 Benefits paid to or for members (attach schedule)	24				
25 Compensation of officers, directors, etc.	25	0.	0.	0.	0.
26 Other salaries and wages	26	239,787.	210,948.	23,439.	5,400.
27 Pension plan contributions	27				
28 Other employee benefits	28	20,384.	18,346.	2,038.	
29 Payroll taxes	29				
30 Professional fundraising fees	30				
31 Accounting fees	31				
32 Legal fees	32				
33 Supplies	33	24,323.	21,891.	2,432.	
34 Telephone	34	8,724.	7,852.	872.	
35 Postage and shipping	35	3,216.	2,894.	322.	
36 Occupancy	36	18,024.	16,222.	1,802.	
37 Equipment rental and maintenance	37	5,258.	4,732.	526.	
38 Printing and publications	38	2,456.	2,210.	246.	
39 Travel	39				
40 Conferences, conventions, and meetings	40				
41 Interest	41				
42 Depreciation, depletion, etc. (attach schedule)	42	5,930.	5,337.	593.	
43 Other expenses not covered above (itemize):					
a	43a				
b	43b				
c	43c				
d	43d				
e See Statement 3	43e	350,747.	329,116.	21,631.	
44 Total functional expenses (add lines 22 through 43) Organizations completing columns (B)-(D), carry these totals to lines 13-15.	44	678,849.	619,548.	53,901.	5,400.

Joint Costs. Check ▶ ☐ if you are following SOP 98-2.

Are any joint costs from a combined educational campaign and fundraising solicitation reported in (B) Program services? ▶ ☐ Yes ☒ No

If "Yes," enter (i) the aggregate amount of these joint costs $ ______ ; (ii) the amount allocated to Program services $ ______ ;

(iii) the amount allocated to Management and general $ ______ ; and (iv) the amount allocated to Fundraising $ ______

Part III Statement of Program Service Accomplishments

What is the organization's primary exempt purpose? ▶ See Statement 4

All organizations must describe their exempt purpose achievements in a clear and concise manner. State the number of clients served, publications issued, etc. Discuss achievements that are not measurable. (Section 501(c)(3) and (4) organizations and 4947(a)(1) nonexempt charitable trusts must also enter the amount of grants and allocations to others.)

	Program Service Expenses (Required for 501(c)(3) and (4) orgs., and 4947(a)(1) trusts; but optional for others.)
a Elderly care services - Program provides information and referral services, congregate meals, home delivered meals, transportation, community care and in-home services for elderly persons in the community. (Grants and allocations $)	619,548.
b (Grants and allocations $)	
c (Grants and allocations $)	
d (Grants and allocations $)	
e Other program services (attach schedule) (Grants and allocations $)	
f Total of Program Service Expenses (should equal line 44, column (B), Program services) ▶	619,548.

423011 01-13-05

Form 990 (2004)

Form 990 (2004) Fayette Senior Services, Inc. 58-1364158 Page 3

Part IV Balance Sheets

Note: Where required, attached schedules and amounts within the description column should be for end-of-year amounts only.

Section	Line	Description			(A) Beginning of year		(B) End of year
Assets	45	Cash - non-interest-bearing			119,871.	45	114,336.
	46	Savings and temporary cash investments				46	
	47 a	Accounts receivable	47a				
	b	Less: allowance for doubtful accounts	47b			47c	
	48 a	Pledges receivable	48a	111,773.			
	b	Less: allowance for doubtful accounts	48b	6,000.	199,961.	48c	105,773.
	49	Grants receivable				49	
	50	Receivables from officers, directors, trustees, and key employees				50	
	51 a	Other notes and loans receivable	51a				
	b	Less: allowance for doubtful accounts	51b			51c	
	52	Inventories for sale or use				52	
	53	Prepaid expenses and deferred charges				53	
	54	Investments - securities Stmt 5 ▶ ☐ Cost ☒ FMV			681,155.	54	754,437.
	55 a	Investments - land, buildings, and equipment: basis	55a				
	b	Less: accumulated depreciation	55b			55c	
	56	Investments - other				56	
	57 a	Land, buildings, and equipment: basis	57a	382,226.			
	b	Less: accumulated depreciation	57b	107,846.	280,310.	57c	274,380.
	58	Other assets (describe ▶)				58	
	59	**Total assets** (add lines 45 through 58) (must equal line 74)			1,281,297.	59	1,248,926.
Liabilities	60	Accounts payable and accrued expenses			11,075.	60	11,947.
	61	Grants payable				61	
	62	Deferred revenue				62	
	63	Loans from officers, directors, trustees, and key employees				63	
	64 a	Tax-exempt bond liabilities				64a	
	b	Mortgages and other notes payable				64b	
	65	Other liabilities (describe ▶)				65	
	66	**Total liabilities** (add lines 60 through 65)			11,075.	66	11,947.
Net Assets or Fund Balances		**Organizations that follow SFAS 117, check here ▶ ☒ and complete lines 67 through 69 and lines 73 and 74.**					
	67	Unrestricted			552,266.	67	579,052.
	68	Temporarily restricted			717,956.	68	657,927.
	69	Permanently restricted				69	
		Organizations that do not follow SFAS 117, check here ▶ ☐ and complete lines 70 through 74.					
	70	Capital stock, trust principal, or current funds				70	
	71	Paid-in or capital surplus, or land, building, and equipment fund				71	
	72	Retained earnings, endowment, accumulated income, or other funds				72	
	73	**Total net assets or fund balances** (add lines 67 through 69 or lines 70 through 72; column (A) must equal line 19; column (B) must equal line 21)			1,270,222.	73	1,236,979.
	74	**Total liabilities and net assets / fund balances** (add lines 66 and 73)			1,281,297.	74	1,248,926.

Form 990 is available for public inspection and, for some people, serves as the primary or sole source of information about a particular organization. How the public perceives an organization in such cases may be determined by the information presented on its return. Therefore, please make sure the return is complete and accurate and fully describes, in Part III, the organization's programs and accomplishments.

423021
11-13-03

Part IV-A Reconciliation of Revenue per Audited Financial Statements with Revenue per Return

a	Total revenue, gains, and other support per audited financial statements	a	657,606.
b	Amounts included on line a but not on line 12, Form 990:		
(1)	Net unrealized gains on investments $ 28,431.		
(2)	Donated services and use of facilities $ 12,000.		
(3)	Recoveries of prior year grants $		
(4)	Other (specify): $		
	Add amounts on lines (1) through (4)	b	40,431.
c	Line a minus line b	c	617,175.
d	Amounts included on line 12, Form 990 but not on line a:		
(1)	Investment expenses not included on line 6b, Form 990 $		
(2)	Other (specify): $		
	Add amounts on lines (1) and (2)	d	0.
e	Total revenue per line 12, Form 990 (line c plus line d)	e	617,175.

Part IV-B Reconciliation of Expenses per Audited Financial Statements with Expenses per Return

a	Total expenses and losses per audited financial statements	a	690,849.
b	Amounts included on line a but not on line 17, Form 990:		
(1)	Donated services and use of facilities $ 12,000.		
(2)	Prior year adjustments reported on line 20, Form 990 $		
(3)	Losses reported on line 20, Form 990 $		
(4)	Other (specify): $		
	Add amounts on lines (1) through (4)	b	12,000.
c	Line a minus line b	c	678,849.
d	Amounts included on line 17, Form 990 but not on line a:		
(1)	Investment expenses not included on line 6b, Form 990 $		
(2)	Other (specify): $		
	Add amounts on lines (1) and (2)	d	0.
e	Total expenses per line 17, Form 990 (line c plus line d)	e	678,849.

Part V List of Officers, Directors, Trustees, and Key Employees (List each one even if not compensated.)

(A) Name and address	(B) Title and average hours per week devoted to position	(C) Compensation (If not paid, enter -0-.)	(D) Contributions to employee benefit plans & deferred compensation	(E) Expense account and other allowances
Andy Carden 390 Lee Street Fayetteville, GA 30214-2056	Executive Director 40	0.	0.	0.
Board of Directors - See attached		0.	0.	0.

76 Did any officer, director, trustee, or key employee receive aggregate compensation of more than $100,000 from your organization and all related organizations, of which more than $10,000 was provided by the related organizations? If "Yes," attach schedule. ▶ ☐ Yes ☒ No

Form 990 (2004) Fayette Senior Services, Inc. 58-1364158 Page 6

Part VI Other Information

			Yes	No
76	Did the organization engage in any activity not previously reported to the IRS? If "Yes," attach a detailed description of each activity	76		X
77	Were any changes made in the organizing or governing documents but not reported to the IRS? If "Yes," attach a conformed copy of the changes.	77		X
78 a	Did the organization have unrelated business gross income of $1,000 or more during the year covered by this return?	78a		X
b	If "Yes," has it filed a tax return on Form 990-T for this year? N/A	78b		
79	Was there a liquidation, dissolution, termination, or substantial contraction during the year? If "Yes," attach a statement	79		X
80 a	Is the organization related (other than by association with a statewide or nationwide organization) through common membership, governing bodies, trustees, officers, etc., to any other exempt or nonexempt organization?	80a		X
b	If "Yes," enter the name of the organization ▶ ______ and check whether it is ☐ exempt or ☐ nonexempt.			
81 a	Enter direct or indirect political expenditures. See line 81 instructions — 81a: 0.			
b	Did the organization file Form 1120-POL for this year?	81b		X
82 a	Did the organization receive donated services or the use of materials, equipment, or facilities at no charge or at substantially less than fair rental value?	82a	X	
b	If "Yes," you may indicate the value of these items here. Do not include this amount as revenue in Part I or as an expense in Part II. (See instructions in Part III.) — 82b: 12,000.			
83 a	Did the organization comply with the public inspection requirements for returns and exemption applications?	83a	X	
b	Did the organization comply with the disclosure requirements relating to quid pro quo contributions? N/A	83b		
84 a	Did the organization solicit any contributions or gifts that were not tax deductible? N/A	84a		
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? N/A	84b		
85	*501(c)(4), (5), or (6) organizations.* a Were substantially all dues nondeductible by members? N/A	85a		
b	Did the organization make only in-house lobbying expenditures of $2,000 or less? N/A	85b		
	If "Yes" was answered to either 85a or 85b, **do not** complete 85c through 85h below unless the organization received a waiver for proxy tax owed for the prior year.			
c	Dues, assessments, and similar amounts from members — 85c: N/A			
d	Section 162(e) lobbying and political expenditures — 85d: N/A			
e	Aggregate nondeductible amount of section 6033(e)(1)(A) dues notices — 85e: N/A			
f	Taxable amount of lobbying and political expenditures (line 85d less 85e) — 85f: N/A			
g	Does the organization elect to pay the section 6033(e) tax on the amount on line 85f? N/A	85g		
h	If section 6033(e)(1)(A) dues notices were sent, does the organization agree to add the amount on line 85f to its reasonable estimate of dues allocable to nondeductible lobbying and political expenditures for the following tax year? N/A	85h		
86	*501(c)(7) organizations.* Enter: a Initiation fees and capital contributions included on line 12 — 86a: N/A			
b	Gross receipts, included on line 12, for public use of club facilities — 86b: N/A			
87	*501(c)(12) organizations.* Enter: a Gross income from members or shareholders — 87a: N/A			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) — 87b: N/A			
88	At any time during the year, did the organization own a 50% or greater interest in a taxable corporation or partnership, or an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Part IX	88		X
89 a	*501(c)(3) organizations.* Enter: Amount of tax imposed on the organization during the year under: section 4911 ▶ 0. ; section 4912 ▶ 0. ; section 4955 ▶ 0.			
b	*501(c)(3) and 501(c)(4) organizations.* Did the organization engage in any section 4958 excess benefit transaction during the year or did it become aware of an excess benefit transaction from a prior year? If "Yes," attach a statement explaining each transaction	89b		X
c	Enter: Amount of tax imposed on the organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 ▶ 0.			
d	Enter: Amount of tax on line 89c, above, reimbursed by the organization ▶ 0.			

90 a List the states with which a copy of this return is filed ▶ Georgia

b Number of employees employed in the pay period that includes March 12, 2004 — 90b: 33

91 The books are in care of ▶ Andy Carden Telephone no. ▶ (770) 461-0813

Located at ▶ 390 Lee Street, Fayetteville, GA ZIP + 4 ▶ 30214-2056

92 *Section 4947(a)(1) nonexempt charitable trusts filing Form 990 in lieu of* Form 1041- Check here ▶ ☐
and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 92 N/A

423041 11-19-05 Form 990 (2004)

Form 990 (2004) Fayette Senior Services, Inc. 58-1364158 Page 6

Part VII Analysis of Income-Producing Activities (See page 33 of the instructions.)

Note: *Enter gross amounts unless otherwise indicated.*	Unrelated business income (A) Business code	(B) Amount	Excluded by section 512, 513, or 514 (C) Exclusion code	(D) Amount	(E) Related or exempt function income
93 Program service revenue:					
a See Statement 6					21,632.
b					
c					
d					
e					
f Medicare/Medicaid payments					
g Fees and contracts from government agencies					
94 Membership dues and assessments					
95 Interest on savings and temporary cash investments			14	14,912.	
96 Dividends and interest from securities			14	24,243.	
97 Net rental income or (loss) from real estate:					
a debt-financed property					
b not debt-financed property					
98 Net rental income or (loss) from personal property					
99 Other investment income					
100 Gain or (loss) from sales of assets other than inventory					
101 Net income or (loss) from special events					20,323.
102 Gross profit or (loss) from sales of inventory					
103 Other revenue:					
a Loss on uncollectible					
b contribution					<58,144.>
c					
d					
e					
104 Subtotal (add columns (B), (D), and (E))		0.		39,155.	<16,189.>
105 Total (add line 104, columns (B), (D), and (E))					22,966.

Note: *Line 105 plus line 1d, Part I, should equal the amount on line 12, Part I.*

Part VIII Relationship of Activities to the Accomplishment of Exempt Purposes (See page 34 of the instructions.)

Line No. ▼ Explain how each activity for which income is reported in column (E) of Part VII contributed importantly to the accomplishment of the organization's exempt purposes (other than by providing funds for such purposes).

Line No.	
93	All activities are directly related to the organization's exempt
101	purpose, which is providing programs to improve the quality of life
	for older residents of Fayette County, Georgia including those who may
	be handicapped.

Part IX Information Regarding Taxable Subsidiaries and Disregarded Entities (See page 34 of the instructions.)

(A) Name, address, and EIN of corporation, partnership, or disregarded entity	(B) Percentage of ownership interest	(C) Nature of activities	(D) Total income	(E) End-of-year assets
	%			
N/A	%			
	%			
	%			

Part X Information Regarding Transfers Associated with Personal Benefit Contracts (See page 34 of the instructions.)

(a) Did the organization, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? ☐ Yes ☒ No

(b) Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? ☐ Yes ☒ No

Note: *If "Yes" to (b), file Form 8870 and Form 4720 (see instructions).*

Please Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer: [signature] Date: 5/11/06 Andy Carden, Executive Directo
Type or print name and title.

Paid Preparer's Use Only

Preparer's signature: William Minch Date: 5-11-06 Check if self-employed ☐ Preparer's SSN or PTIN: P00279388

Firm's name (or yours if self-employed), address, and ZIP + 4: BKR Metcalf Davis, CPAs, 3340 Peachtree Road, NE, Suite 2600, Atlanta, Georgia 30326-1089

EIN ▶ 58-1729751

Phone no. ▶ (404) 264-1700

423161 01-13-05

Form 990 (2004)

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

This Agreement entered into this _____ day of __________________, 2007, by and between FAYETTE SENIOR SERVICES, INC. (hereinafter "FSS"), and the CITY OF PEACHTREE CITY, GEORGIA (hereinafter "City").

WHEREAS, FSS provides services to residents of Fayette County, Georgia, including residents of Peachtree City, Georgia who are senior citizens including, but not limited to, transportation, providing meals, and social functions; and

WHEREAS, FSS has requested funding assistance from the City so as to continue to provide such services to residents of Fayette County and the City; and

WHEREAS, FSS is a qualified non-profit corporation pursuant to Section 501(c)(3) of the Internal Revenue Code; and

THEREFORE, and in consideration of the mutual terms and conditions contained herein the parties hereto agree as follows:

1.

In exchange for the services provided by FSS to the City and residents of the City, the City hereby agrees to pay the sum of $7500.00 for the period October 1, 2006 through and including September 30, 2007.

Executed the day and date first above mentioned.

FAYETTE SENIOR SERVICES, INC.	CITY OF PEACHTREE CITY, GEORGIA
______________________________	______________________________
By: President	By: Harold K. Logsdon, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** **Developmental Services Director** **City Planner**
FROM:	**City Engineer**
DATE:	**January 25, 2007**
SUBJECT:	**Atlanta Gas Light Easement at Kelly Drive and SR 74** **February 1st City *Council Meeting***

Recommendation:

For Council to grant an easement to Atlanta Gas Light for the construction of a new gas regulator station.

Discussion:

Atlanta Gas Light Company needs to construct a new gas regulator station because of the construction on State Route 74(see attached plat). In order for them to do so they need to be granted an easement since this new station is on City property.

The City Attorney has reviewed this document.

If City Council agrees to sign the easement agreement, we will need two original signed copies.

Budget Impact:

There is no budget impact associated with this request.

Attachments

cc: Public Works
File

Space above this line for recorder's use

After Recording Return To:
Southern Land Services, LLC
P.O. Box 390247
Snellville, GA 30039

EASEMENT FOR GAS REGULATOR STATION

STATE OF GEORGIA

COUNTY OF <u>FAYETTE</u>

THIS INDENTURE, made and executed this ___ day of ____________ 2006.

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR ($1.00) and other consideration in hand paid, the receipt of which is hereby acknowledged **<u>THE CITY OF PEACHTREE CITY</u>** , hereinafter called Grantor, hereby grants unto ATLANTA GAS LIGHT COMPANY, hereinafter called Grantee, the right to construct, install, maintain, inspect, operate, repair, replace, change or remove gas regulator station or stations, including, without limitation, regulators, heaters, pipe line gate valve or valves with any by-passes, cross-overs, scraper traps, gas main or mains and other appurtenances and equipment used in connection therewith or incidental hereto, or any part thereof, within a strip of land, in and through the following described property of Grantor, which Grantor warrants to be the owner of the fee simple title:

Land lying in Land Lot **<u>51</u>** of the **<u>5TH</u>** District, **<u>FAYETTE</u>** County, Georgia.

TOGETHER WITH free right of ingress and egress on the Property to and from said gas main or mains, gas regulator station or stations and appurtenances, in the approximate location as shown on Exhibit "A", attached hereto and made a part hereof.

Grantee shall at all times have full rights of ingress and egress to and from said Property for the full use and enjoyment by said Grantee of the rights herein granted.

Grantee shall pay to relocate and/or replace any trees removed or destroyed by any such maintenance activity. The Grantee shall coordinate with the City of Peachtree City as to the place of relocation or size and species of replacement trees.

TO HAVE AND TO HOLD SAID rights perpetually unto Grantee, its successors or assigns, providing that if said Grantee, its successors or assigns shall permanently abandon the use of said premises for the purposes herein stated, then all rights and privileges herein conveyed shall ipso facto be terminated.

The rights herein granted may be assigned in whole or in part.

The terms, conditions and provisions of this Indenture shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor causes these presents to be executed by its proper officers, thereunto duly authorized and its seal affixed, this the day and year first above written.

Signed, sealed and
delivered in the
presence of:

THE CITY OF PEACHTREE CITY

____
Witness

BY: ________________________

____
Notary Public

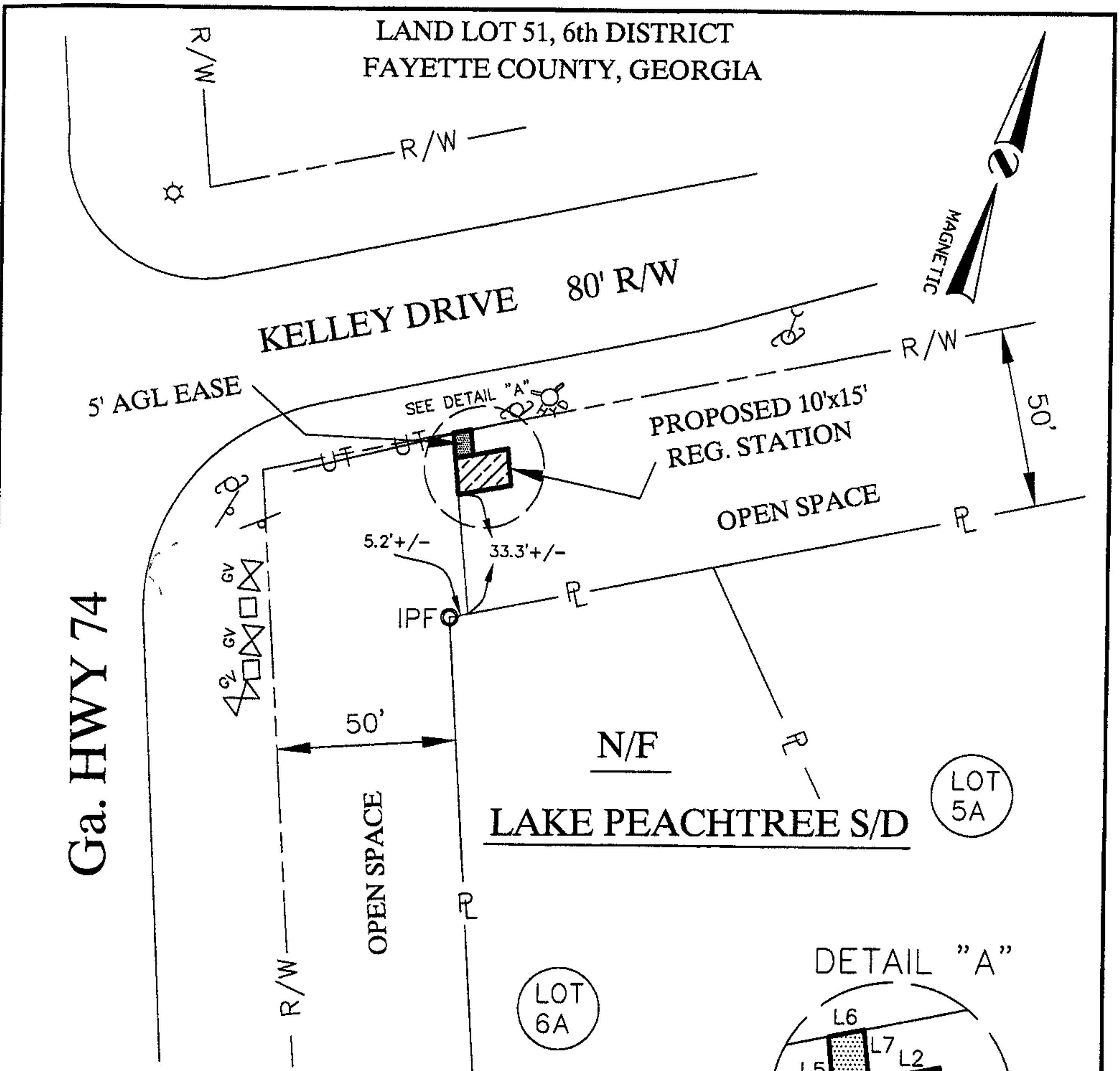
TITLE: ________________________

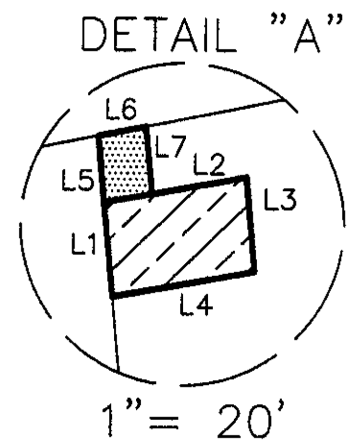
My Commission Expires:
____

ATTEST: ________________________

____

(NOTARY SEAL)





REGULATOR TABLE

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	S05°23'20"E
L2	15.00	S79°36'22"W
L3	10.00	N05°23'20"W
L4	15.00	N79°36'22"E

ACCESS EASEMENT TABLE

LINE TABLE		
LINE	LENGTH	BEARING
L5	6.94	S05°23'20"E
L6	5.03	N78°38'21"E
L7	7.02	S05°23'20"E

REVISION	DATE

ATLANTA GAS LIGHT COMPANY
ATLANTA, GEORGIA

PROPOSED 10' X 15' REGULATOR STATION ON PROPERTY OF
WILDWOOD RECREATIONAL ASSOCIATION, INC
FAYETTE COUNTY, GEORGIA

DRAWN CS
FILE EJL
SCALE 1"=40'
DATE 1-8-07
CHECKED
EXHIBIT A

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager
Administrative Services Director / City Clerk

FROM: Public Information Officer / Deputy City Clerk

DATE: January 26, 2007

SUBJECT: Comcast Cable Franchise Agreement
February 1, 2007, City Council Meeting

Recommendation:

That Council approve the attached 10-year Franchise Agreement with Comcast and authorize the Mayor to sign the agreement upon receipt of the $9,000 check from Comcast.

Discussion:

On January 4, Council considered the attached agreement renewing the Comcast cable television franchise for Peachtree City. At that time, the City and Comcast had yet to reach an agreement regarding some outstanding funds under previous franchises. Comcast has agreed to make a $9,000 one-time donation to the City in conjunction with the renewal of the Franchise Agreement to resolve the ongoing dispute. Staff and the City Attorney feel the dollar amount is appropriate.

The resolution of the disputed amount is referenced in Section 4.4 Prior Fees of the attached agreement (top of page 6). No other changes have been made to the agreement version presented on January 4.

Comcast's representative, Mr. Andy Macke, should have the check at the February 1 meeting.

Budget Impact:

This item has a one-time revenue of $9,000 to the City's budget; there should be no additional impact because the franchise fee remains the same as previously established.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Administrative Services Director / City Clerk

FROM: **Public Information Officer / Deputy City Clerk**

DATE: **December 22, 2006**

SUBJECT: **Comcast Cable Franchise Agreement**
January 4, 2007, City Council Meeting

Recommendation:

That Council approve the attached 10-year Franchise Agreement with Comcast and authorize the Mayor to sign the agreement.

Discussion:

Peachtree City has maintained a franchise agreement for cable television services for over two decades, and Comcast is the most recent provider serving Peachtree City residents. Although none of the agreements in the past have been exclusive, the City has only had one provider interested in serving the City at any given time. The franchise agreement enacted in 1994 expired on October 20, 2006, and Peachtree City must now enter into a new franchise agreement for cable services.

The new franchise agreement is substantially similar to the most recent version regarding customer service standards, which are higher than those mandated by the FCC. The new agreement also incorporates some new Federal guidelines and better anticipates the constantly changing technologies involved in cable service.

The changes include:

- A 10-year term, versus the previous 12-year term
- Additional liability insurance requirements to reflect the current industry standards

- Converting the required annual meeting to an "as needed" basis. This was formerly required but was generally poorly attended. The City retains the option of requiring a public meeting if the need arises.
- Elimination of required number of channels - offering an increased range of programming has become an industry standard with competition from satellite providers.
- Acknowledgement that Federal laws may eventually preclude local governments from acting as a franchising entity.
- Resolution of an ongoing dispute between the City and Comcast of telephone franchise fees owed in previous years – when Comcast began providing telephone service, the City felt it became subject to an additional 3% franchise fee required from telephone companies. The contested fee no longer applies because Comcast has modified technologies and now provides telephone service through the Internet, which is exempt from the telephone franchise fees.
- Establishment of a dollar amount for assessing liquidated damages for non-compliance with customer service standards.

The agreement also retains several important elements that were in effect previously:

- The Franchise Fee remains at 4%.
- The agreement remains non-exclusive, allowing another interested provider to operate in the City under the same terms as Comcast.
- Customer service standards remain the same.
- The requirement for cable burial remains the same – ten business days. This issue arises periodically and is one of the primary subjects of citizen complaints.
- Providing cable television to new subdivisions remains at 45 days from the issuance of the first Certificate of Occupancy – this is stronger than industry standards which usually set a percentage (often higher than 50%) of completion of the subdivision. Peachtree City has retained the shorter term due to the relative speed of completion in any given new neighborhood.
- Comcast must continue to maintain a local office or an office at a location agreed upon by the City.
- Comcast must continue to provide service to municipal buildings and to schools within the city limits.
- Comcast must continue to provide a government access channel for the City's use.

Budget Impact:

This item should have no significant budgetary impact because the franchise fee remains the same as previously established.

Attachment

STATE OF GEORGIA

COUNTY OF FAYETTE

CABLE TELEVISION SYSTEM FRANCHISE AGREEMENT

THIS AGREEMENT, made and entered into this ____day of __________, 2007, by and between the CITY OF PEACHTREE CITY, a municipal corporation of the State of Georgia (hereinafter referred to as "the City") and COMCAST OF GEORGIA/VIRGINIA, INC., whose principal place of business is located at 2925 Courtyards Drive, Norcross, Georgia 30071 (hereinafter collectively referred to as "Company").

WITNESSETH:

WHEREAS, Company having made application to the City for the rights to construct, operate and install a cable television system in the City under the terms and conditions set forth herein, and the City having the authority to grant such rights pursuant to that certain Ordinance duly passed and approved by the appropriate governmental authority of the City on the 5th day of July, 1990, which Ordinance is entitled "Community Antenna Television Systems" (hereinafter called "Ordinance") and which repealed an earlier ordinance adopted on September 6, 1979 and being desirous of granting such rights to Company,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the City and Company agree as follows:

1. DEFINITIONS.

Unless otherwise specifically provided, or unless clearly required by the context, the words and phrases defined in this section shall have the following meanings when used in this Agreement.

Cable Act. The Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 521 et seq.

Gross Revenue. "Gross Revenue" means the revenue derived by the Company from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly basic, premium and pay-per-view fees, installation fees, and equipment rental fees. Gross revenue shall not include advertising or home shopping revenue, refundable deposits, bad debt, late fees, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

Cable Service. The transmission to and from Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection of such video programming or other programming service.

Cable System or System shall mean a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Services which is provided to multiple Subscribers within the Authorized Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right of way; (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of Section 621(c) of such Act, 47 U.S.C. Section 541(e)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (iv) an open video system that complies with Section 653 of Title VI of the Communications Act of 1934, as amended; (v) a facility that serves to provide Telecommunications Service as such term is defined in the Telecommunications Act of 1996; or (v) any facilities of any electric utility used solely for operating its electric utility system.

Channel. A portion of the electro-magnetic frequency spectrum or any other means of transmission, including but not limited to optical fibers which is used in a Cable System and which is capable of delivering a television channel.

City. The City of Peachtree City.

City Council. The City Council of the City of Peachtree City, State of Georgia.

Company. Comcast of Georgia/Virginia, Inc, a corporation duly organized and validly existing under the laws of the State of Colorado, whose principal place of business is located at 2925 Courtyards Drive, Norcross, Georgia 30071.

FCC. The Federal Communications Commission.

Franchise. The nonexclusive rights granted pursuant to this Agreement to construct, operate, and maintain a Cable System along the Streets within all of the City.

Franchise Agreement. This Agreement.

Law. All federal, state or local laws, regulations or rules, and any other action by an authorized entity or person that has the effect of law.

Mayor. The Mayor of Peachtree City, Georgia.

Service Area. The geographical area within the incorporated limits of the City as now exist or are hereafter altered by legal action of the Mayor and Council.

Person. Any individual, firm, partnership, association, corporation, or organization of any kind.

Street(s). The surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Franchise Area, which shall entitle the City and the Company to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of utility or public service use dedicated for compatible uses for the purpose of installing, operating, and maintaining the Company's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

Subscriber. Any person or entity lawfully receiving Cable Service from the Company pursuant to this Agreement.

Telecommunications Service shall have the same definition of such term as is set forth in the Telecommunications Act of 1996, as amended.

Video Service Provider or VSP. Any entity suing the streets provide multiple video programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that uses the streets to provide cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

2. GRANT OF AUTHORITY.

The City hereby grants to the Company under the Cable Act a nonexclusive Franchise authorizing the Company to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways and easements within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Company from offering any service over its Cable System that is not prohibited by federal or state law. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.1 Competitive Equity and Subsequent Action Provisions

2.1.1. Purposes. The Company and the City acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the Law, the Company and the City have agreed to the provisions in this Section 2.6, and they should be interpreted and applied with such purposes in mind.

2.1.2 New Video Service Provider. Notwithstanding any other provision of this Agreement or any other provision of Law, if any Video Service Provider ("VSP") (i) enters into any agreement with the City to provide video services to subscribers in the City, or (ii) otherwise begins to provide video services to subscribers in the City (with or without entering into an agreement with the City), the City, upon written request of the Company, shall permit the Company to construct and operate its Cable System and to provide video services to subscribers in the City under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Company and the City shall enter into an agreement or other appropriate authorization (to the extent the Company determines such an agreement or authorization is necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Company submits a written request to the City.

If there is no written agreement or other authorization between the new VSP and the City, the Company and the City shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines such an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the City.

2.1.3 Subsequent Change in Law. If there is a change in federal, state or local Law that provides for a new or alternative form of authorization for a VSP to provide video services to subscribers in the City, or that otherwise changes the nature or extent of the obligations that the City may request from or impose on a VSP providing video services to subscribers in the City, the City agrees that, notwithstanding any other provision of Law, upon the written request and at the option of the Company, the City shall: (i) permit the Company to provide video services to subscribers in the City on the same terms and conditions as are applicable to a VSP under the changed Law; (ii) modify this Agreement to comply with the changed Law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to subscribers in the City. The City and the Company shall implement the provisions of this Section 2.1.3 within sixty (60) days after the Company submits a written request to the City. Notwithstanding any provision of Law that imposes a time or other limitation on the Company's ability to take advantage of the changed Law's provisions, the Company may exercise its rights under this Section 2.1.3 at any time, but not sooner than thirty (30) days after the changed Law goes into effect.

2.1.4 Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to subscribers in the City under Sections 2.1.2 or 2.1.3 shall supersede this Agreement, and the Company, at its option, may terminate this Agreement or portions thereof, upon written notice to the City, without penalty or damages.

2.2 Change in Law.

If there is a change in federal or state Law or court or regulatory agency decision that provides for the imposition of a franchise fee for the provision of any services provided by Company for which a franchise fee is not being paid by Company under the terms of this Agreement, including but not limited, to cable modem services, Company agrees that, notwithstanding any other provision of Law, upon the written request and at the option of the City, the Company shall modify this Agreement or enter into another franchise agreement to comply with the changed Law or decision. The City and the Company shall implement the provisions of this Section 2.2 within sixty (60) days after the City submits a written request to the Company. Notwithstanding any provision of Law that imposes a time or other limitation on the City's ability to take advantage of the changed Law's provisions, the City may exercise its rights under this Section 2.2 at any time, but not sooner than thirty (30) days after the changed Law goes into effect.

3. FRANCHISE TERM.

The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

4. FRANCHISE FEE.

4.1 Franchise Fee. Company shall pay City throughout the term of this Franchise an amount equal to four percent (4%) of Company's Gross Revenues ("Franchise Fee"). Such payments shall be made quarterly, and are due within forty-five (45) days after the end of each calendar quarter. Each Franchise Fee payment shall be accompanied by a written report to City, containing an accurate statement in summarized form of Company's Cable Gross Revenues and the computation of the payment amount.

4.2 City may audit Company to verify the accuracy of Franchise Fees paid City. Any additional amount due City shall be paid within thirty (30) days of City's submitting an invoice for such sum, and if such sum shall exceed ten percent (10%) of the total Franchise Fee which the audit determines should have been paid for any calendar year, Company shall pay City's cost of auditing that calendar year as well.

4.3 Interest. All sums not paid when due shall bear interest at the rate of twelve percent (12%) per annum computed monthly or the highest lawful rate, whichever is less, and if so paid with interest within thirty (30) days of due date, shall not constitute an Event of Default under this Franchise.

4.4 Prior Fees. As of the Effective Date of this Agreement, the parties agree that the Company does not owe franchise fees or taxes to the City for the provision of Cable Services or non-cable services including any amounts that may be due pursuant to Section 74-2 of the Code of Ordinances of the City of Peachtree City, Georgia, and to Ordinance #54, adopted by the Mayor and the Council of the City of Peachtree City Georgia, on September 13, 1971; provided, however, that Company shall owe to City the amount of franchise fees payable to the City under the previous franchise agreement between the parties from the date of the last such payment by Company through and including the date this Agreement is adopted.

5. PERFORMANCE BOND.

Company shall provide City no later than thirty (30) days after the acceptance of this Franchise, and annually thereafter, a performance bond from a surety Company meeting the standards of Section 5(i) of this Franchise in the amount of Fifty Thousand Dollars ($50,000.00) in a form reasonably acceptable to City as security for the faithful performance by Company of the provisions of this Franchise, and compliance with all orders, permits and directions of any agency of City having jurisdiction over its acts or defaults under this Franchise, and the payment by Company of any claims, liquidated damages, liens or taxes due City which arise by reason of the construction, operation, maintenance or repair of the Cable System or provision of Cable Services.

The condition of such bond shall be that if Company fails to make timely payment to City or its designee of any amount or sum due under this Franchise; or fails to make timely payment to City of any taxes due; or fails to repay to City within ten (10) days of written notification that such repayment is due, any damages, costs or expenses which City shall be compelled to pay by reason of any act or default of Company in connection with this Franchise; or fails, after thirty (30) days notice of such failure from City, to comply with any provisions of this Franchise which City reasonably determines can be remedied by an expenditure of the money (including, without limitation, the assessment of liquidated damages), then City may demand and receive payment under such bond..

The rights provided City by this Section and its bond and guarantee are in addition to all other rights of City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to such bond or guarantee shall affect any other rights City may have, except that City shall not be entitled to multiple remedies for the same violation.

6. INDEMNITY AND INSURANCE

6.1 Disclaimer of Liability. City shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the construction, maintenance, repair, use, operation, condition or dismantling of the Cable System or Company's provision of Cable Service.

6.2 Indemnification. In order to protect the public, Company shall at its sole cost and expense indemnify and hold harmless City and all associated, Affiliated, allied and subsidiary entities of City, now existing or hereinafter created, and their respective officers, boards, commissions, attorneys, agents, and employees (hereinafter referred to as "Indemnitees"), from and against:

6.2.1 Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys), whether legal or equitable, which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Company, its personnel, employees, agents, contractors, subcontractors or Affiliates, which may arise out of or be in any way connected with the construction, installation, operation, maintenance or condition of the Cable System or other Company property (including those arising from any matter contained in or resulting from the transmission of signals over the System and including any claim or lien arising out of work, labor, materials or supplies provided or supplied to Company, its contractors or subcontractors), the provision of Cable Services, other services or Company's failure to comply with any Federal, State or local statute, ordinance or regulation.

6.2.2 Any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person arising out of the installation, operation, or maintenance or condition of the Cable System or Company's failure to comply with any Federal, State or local statute, ordinance or regulation.

6.3 Assumption of Risk. Company undertakes and assumes for its officers, agents, contractors and subcontractors and employees, all risk of dangerous conditions, if any, on or about any City-owned or controlled property, including Public Ways.

6.4 Defense of Indemnitees. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are or may be indemnified hereunder, Company shall upon notice from any of the Indemnitees, at Company's sole cost and expense, resist and defend the same with legal counsel reasonably acceptable to City; provided, however, that Company shall not admit liability in any matter on behalf of the Indemnitees without the written consent of City.

6.5 Notice, Cooperation and Expenses. City shall give Company prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section. Nothing herein shall be deemed to prevent City from cooperating with Company and participating in the defense of any litigation by City's own counsel.

6.6 Insurance. At all times during the term of this Franchise, plus any time after the term is over during which removal of facilities or restoration is occurring, Company shall obtain, maintain, and pay all premiums for all insurance policies described in this Section, so as to protect the public. Within thirty (30) days from the Effective Date of this Franchise, Company shall file with Municipality certificates of insurance evidencing coverage. Failure to obtain and maintain any insurance policy required by this Section shall be deemed a material breach of this Franchise and may be grounds for termination of this Franchise.

6.6.1 Commercial General Liability. Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Two Million Dollars ($2,000,000).

6.6.2 Workers' Compensation. Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

6.6.3 Umbrella Policies. The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

6.7 Additional Insured/Claims Made Basis. Municipality shall be named as an additional insured on all policies (other than workers' compensation and employer's liability). All insurance policies shall provide that they shall not be cancelled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims-made basis.

6.8 No Limitation of Liability. No recovery by Municipality of any sum by reason of any insurance policy required by this Franchise shall be any limitation upon the liability of Company to Municipality or to other persons.

6.9 Qualified Carriers. All insurance shall be effected under valid and enforceable policies insured by insurance carriers licensed to do business in the State of Georgia or by surplus line carriers on the State Insurance Commissioner's approved list of companies qualified to do business in the State of Georgia. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

6.10 Deductibles. The insurance policies required by this Part may be written with deductibles but may not be written with retainages. No deductible shall exceed $100,000.00 unless approved by Municipality in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

6.11 Contractors. Company's contractors and subcontractors working in the

Public Ways shall carry in full force and effect commercial general liability, automobile liability and workers' compensation and employer's liability insurance which complies with all terms of this Section 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company policies).

6.12. Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them") with respect to issues arising from the installation or operation of the Cable System. Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7. POLICE POWER.

Company shall at all times during the term of this Franchise be subject to all lawful exercise of the police power of the City. The right is hereby reserved to the City to adopt, in addition to the provisions herein contained and any existing applicable ordinances, such additional applicable ordinances as it shall find necessary in the exercise of its police power; provided, however, that such additional ordinances shall be reasonable, shall not conflict with or alter in any manner the rights granted herein and shall not conflict with the laws of the State of Georgia, the laws of the United States of America, or the rules, regulations, and policies of the FCC. In the event an ordinance, rule or administrative procedure of the City conflicts with the terms of this Agreement, the terms of this Agreement shall prevail.

8. BOOKS AND RECORDS OF COMPANY.

8.1. Throughout the term of this Franchise Agreement, the Company agrees that the City, upon seven (7) days written notice to the Company, may review such of the Company's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Company's compliance with the provisions of this Franchise Agreement at the Company's business office, during normal business hours, and without unreasonably interfering with Company's business operations. Such books and records shall include any records required to be kept in a public file by the Company pursuant to the rules and regulations of the FCC and a copy, true and accurate, of maps and/or plats of existing and proposed installations upon the Streets. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by the Company for a minimum period of three (3) years.

8.2 The City agrees to treat any information disclosed by the Company as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The Company shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Company to competitively sensitive. In the event that the City receives a request under the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.) for the disclosure of information the Company has designated as confidential, trade secret or proprietary, the City shall notify Company of such request and cooperate with Company in opposing such request.

8.3 Company shall maintain in its offices in the City a copy, true and correct, of maps and/or plans of existing and proposed installations upon the Streets. These maps shall conform to the requirement of the City and shall be kept continuously up to date.

9. FCC RULES APPLICABLE.

9.1 This Franchise is governed by and subject to all applicable rules, regulations and policies of the Federal Communications Commission, and by the laws of the State of Georgia. Should there be any modifications of the provisions of the Rules and Regulations of the Federal Communications Commission that must be incorporated in this Franchise, then to the extent such modifications do not automatically and immediately preempt a contrary or conflicting term in the Franchise, the City and Company agree that such incorporation shall be accomplished within one (1) year after the effective date of the FCC's adoption of the modification or upon renewal of this Franchise, whichever occurs first.

9.2 Should there be any modifications of the provisions of the Rules and Regulations of the Federal Communications Commission or State or Federal Law that must be incorporated into this Franchise, then to the extent such modifications do not automatically and immediately preempt a contrary or conflicting term in this Franchise, the City and Company agree that such incorporation shall be accomplished within sixty (60) days of the adoption of such regulation or statute or upon the renewal of this Franchise, whichever occurs first. By way of specific reference, in the event that a regulation or statute is adopted which allows for the imposition of franchise fees to providers of internet services, such incorporation shall be accomplished within the proscribed time period; however, the City shall impose such franchise fees across all internet service providers as authorized by law.

9.3 Consistent with the requirements of the Rules of the FCC, any modification of said rules resulting from amendments thereto by the FCC shall, to the extent applicable, be considered as a part of the Franchise as of the effective date of the amendment made by the FCC.

10. CONDITION OF USE OF STREETS.

10.1 In accordance with applicable law, the City shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Company's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Franchise Area, and all parts thereof, as necessary to monitor Company's compliance with the provisions of this Franchise Agreement.

10.2 If the grades or lines of any Public Way within the Service Area are lawfully changed at any time during the term of this Franchise Agreement, then the Company shall, upon reasonable advance written notice from the City (which shall not be less than sixty (60) days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any Person using such street or public right-of-way for the purpose of defraying the cost of any of the foregoing, the City shall upon written request of the Company make application for such funds on behalf of the Company. To the extent the relocation of the Cable System, or any portion thereof, is required pursuant to a private development project, the Company shall not be responsible for the costs associated with such relocation.

10.3 The Company shall, upon reasonable prior written request of any Person holding a permit issued by the City to move any structure, temporarily move its wires or equipment, including but not limited to the raising or lowering of the Company's wires, to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires, which charge shall not exceed Company's actual costs; and (ii) the Company is given not less than thirty (30) days advance written notice to arrange for such temporary relocation.

10.4 The Company shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

10.5 The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment. All such trimming shall be done at the Company's sole cost and expense and in compliance with Article XI. Vegetation Protection and Landscape Requirements of the City's Land Development Ordinance. The Company shall be responsible for any damage caused by such trimming.

10.6 Nothing in this Section shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment in the event that other transmission and distribution facilities of all of the respective public or municipal utilities in are area of the Franchise Area are not also maintained underground.

10.7 Restoration of Property. Company shall immediately restore at its sole cost and expense, in a manner approved by City, any public property or portion of the Public Ways that is in any way disturbed by the construction, operation, maintenance or removal of the Cable System to at least as good condition as that which existed prior to the disturbance, and shall at its sole cost and expense immediately restore or replace any other property, real or personal, disturbed, damaged or in any way injured by or on account of Company or by its acts or omissions, to at least as good condition as such property was in immediately prior to the disturbance, damage or injury. Such a restoration shall start promptly but no more than fifteen (15) days from Company becoming aware of the problem in question. Company shall promptly reimburse City for the cost of City repairing any Municipal property harmed by Company (should City choose to conduct such repairs at its expense). In such event, the amounts due and owing City shall increase by one and one-half percent (1 and 1/2%) per month starting with the second month after Company being invoiced for the cost of such repair.

10.8 Relocation of Facilities. Company shall at its own cost and expense, protect, support, disconnect or remove from the Public Ways any portion of the Cable System when required to do so by City due to street or other public excavation, construction, repair, grading, regrading or traffic conditions; the installation of sewers, drains, water pipes, or municipally-owned facilities of any kind; or the vacation, construction or relocation of streets or any other type of structure or improvement of a public agency or any other type of improvement necessary for the public health, safety or welfare.

10.9 Emergency Notification. Company shall provide City with a twenty-four (24) hour emergency telephone number at which a named responsible adult representative of Company (not voicemail or a recording) can be accessed in the event of an emergency.

10.10 Private Property/Zoning. Company shall be subject to all laws and regulations regarding private property in the course of constructing, installing, operating or maintaining the Cable System in City. Company shall comply with all zoning and land use restrictions as may currently exist or may hereafter be enacted or amended.

10.11 Vacation. If a street or Public Way where Company has facilities is vacated, eliminated, discontinued or closed, Company shall be notified of same and all rights of Company under this Franchise to use same shall terminate and Company shall immediately remove the Cable System from such street or Public Way unless Company obtains all necessary easements from the affected property owners to use the former street or Public Way or a court orders the provision of such easements. Where reasonably possible and to the extent consistent with the treatment of other utility facilities in the former street or Public Way, City shall reserve easements for Company to continue to use the former street or Public Way. Company shall bear the cost of any removal or relocation of the Cable System unless the vacation is primarily for the benefit of a private party, in which case the private party shall bear such costs. Company shall be provided thirty (30) days notice of any proposed vacation proceedings involving its facilities.

10.12 Discontinuance and Removal of the Cable System. Upon the revocation, termination, or expiration of this Franchise, and the exhaustion of all appeals available to the Company, Company shall immediately (subject to the notice provision of Section 14.2) discontinue the provision of Cable Services and all rights of Company to use the Public Ways shall cease. Company, at the direction of City, shall remove its Cable System, including all supporting structures, poles, transmission and distribution system and other appurtenances, fixtures or property from the Public Ways, in, over, under, along, or through which they are installed within six (6) months of the revocation, termination, or expiration of this Franchise. Company shall also restore any property, public or private, to the condition in which it existed prior to the installation, erection or construction of its Cable System, including any improvements made to such property subsequent to the construction of its Cable System. Restoration of municipal property including but not limited to the Public Ways shall be in accordance with the directions and specifications of City, and all applicable laws, ordinances and regulations, at Company's sole expense. If such removal and restoration is not completed within six (6) months after the revocation, termination, or expiration of this Franchise, all of Company's property remaining in the affected Public Ways shall, at the option of City, be deemed abandoned and shall, at the option of City, become its property or City may obtain a court order compelling Company to remove same. In the event Company fails or refuses to remove its Cable System or to satisfactorily restore all areas to the condition in which they existed prior to the original construction of the Cable System, City, at its option, may perform such work and collect the costs thereof from Company. No surety on any performance bond nor any letter of credit shall be discharged until City has certified to Company in writing that the Cable System has been dismantled, removed, and all other property restored, to the satisfaction of City.

11 OPERATIONAL STANDARDS.

11.1 Channels; Programming. The Cable System shall be capable of delivering up to 250 channels of video programming to Subscribers within the City, which may be delivered by analog, digital or other transmission technologies as the Company may, in its sole discretion, determine. Only those broadcast stations which Company is prevented from carrying by operation of the retransmission consent provisions of the Cable Television Consumer Protection and Competition Act of 1992 may be omitted. Company shall provide to Subscribers in City the following categories of programming: sports, news, entertainment, music, religion, health/lifestyle, cultural/arts, children's, minority, family, and weather.

11.2 Emergencies. City may remove or damage the Cable System in the case of fire, disaster, or other emergencies threatening life or property. In such event, neither City nor any agent, contractor or employee thereof shall be liable to Company or its customers or third parties for any damages caused them or the Cable System, such as for, or in connection with, protecting, breaking through, moving, removal, altering, tearing down, or relocating any part of the Cable System. except when such damage is from the gross negligence or willful misconduct of such City employee, agent or contractor.

11.3 Alert System. The Cable System shall include an emergency alert system ("EAS") as required by FCC and the Cable Television Consumer Protection and Competition Act of 1992, as amended.

11.4 Compliance with Applicable Law. In constructing, maintaining, and operating the Cable System, Company shall act in a good and workmanlike manner, observing high standards of engineering and workmanship and using materials which are of good and durable quality. Company shall comply in all respects with all applicable codes, including the National Electrical Safety Code (latest edition); National Electric Code (latest edition); all standards, practices, procedures and the like of the National Cable Television Association; the requirements of utilities whose poles and conduits it uses; and all applicable Federal, State, and local laws.

11.5 Maintenance and Repair. Company shall keep and maintain a proper and adequate inventory of maintenance and repair parts for the Cable System and a workforce of skilled technicians for its repair and maintenance.

11.6 Easement Usage. To the extent allowed by applicable State and Federal law, this Franchise authorizes the construction of the Cable System over Public Ways, and through easements, within the Authorized Area and which have been dedicated for compatible uses, subject to the requirements in the balance of this Section and of this Franchise. In using all easements, Company shall comply with all Federal, State, and local laws and regulations governing the construction, installation, operation, and maintenance of a Cable System. Without limitation, Company shall ensure that:

11.6.1 The safety, functioning and appearance of the property and the convenience and the safety of other persons not be unreasonably affected by the installation or construction of facilities necessary for the Cable System, including the duty of the Company to restore the property to its condition prior to such work being performed;

11.6.2 The cost of the installation, construction, operation, or removal of such facilities be borne by Company; and

11.6.3 The owner of the property be justly compensated by Company for any damages caused by the installation, construction, operation, or removal of such facilities by Company.

11.7 Other Permits. This Franchise does not relieve Company of the obligation to obtain permits, licenses and other approvals from City necessary for the construction, repair or maintenance of the Cable System or provision of Cable Services or compliance with other municipal codes, ordinances and permissions, such as compliance with necessary right-of-way permits, building permits and the like.

11.8 Extension of Plant to New Subdivisions. The Company shall extend the System to serve new subdivisions, or new phases of existing subdivisions, in accordance with the procedures below:

11.8.1 The Company shall use its best efforts to participate in joint trenching with other providers of utility or compatible services using the Streets. When participating in such joint trenching, the Company shall place sufficient cables or conduit in the ground to provide Cable Services to the development. However, the Company shall not be obligated to install the necessary electronics to activate the cables until such time as the development meets the criteria detailed in Section 11.8.2.

11.8.2 The Company shall provide services to new subdivisions, or new phases of existing subdivisions, within ten (10) days of the first certificate of occupancy being issued within such new or existing subdivision.

The City shall provide the Company with plans for developments within the Service Area requiring undergrounding of cable facilities. Plans shall be on file at the Peachtree City Building Department, available for Company retrieval on a weekly basis. The City agrees to require the developer, as a condition of issuing the permit, to notify the Company of development. Company shall be responsible for installation and for coordination of any joint trenching project with the other participating utilities trenches. The Company shall be responsible for engineering and deployment of labor applicable to its cable facilities.

11.9 The Company shall have trained Company representatives available to respond to customer telephone inquiries during normal business hours and at all additional times when the cable business office is open to the public. Additionally, the Company shall provide telephone access 24 hours a day to the public.

Company must answer the telephone within 30 seconds of the initial ring. If a transfer of a call is required, it must be completed within 30 seconds of when the transfer is first attempted. The answering time and transfer time must be accomplished by 90 percent of the calls.

Under normal operating conditions, a customer of a cable operator shall not receive a busy signal greater than or equal to three percent of the time.

The Company shall be required to keep records of telephone calls, the time it takes to answer the call, and the time it takes to transfer the call. The Company shall keep a copy of all complaints, either oral or written, received by the Company concerning its telephone availability and telephone procedures. A verified copy of this complaint log and the telephone call log shall be available for inspection by the City upon seven (7) days written notice to the Company, said inspection to occur at the Company's business office in the City, during normal business hours, and without unreasonably interfering with Company's business operations. Such records shall be retained by the Company for a minimum period of three (3) years.

The Company shall perform all standard installations within five working days after an order is placed with the Company unless the Subscriber requests a specific installation time or date. Standard installations are those that are located within 125 feet from the existing distribution system. The Company shall meet this standard not less than ninety-five percent (95%) of the time as measured on a quarterly basis.

Cable shall be buried within ten working days of installation, weather permitting.

The Company shall make appointments for service calls and other installation activities either at a specified time or at a maximum of a four-hour time block during normal business hours. The operator may schedule service calls and other installation activities outside normal business hours for the express convenience of the customer. The cable operator may not cancel an appointment with the customer after the close of business on the business day prior to the scheduled appointment. If the Company representative is running late for an appointment with the customer and will not be able to keep the appointment as scheduled, the customer shall be contacted by the Company. The appointment shall be rescheduled as necessary, at a time that is convenient for the customer.

The Company shall comply with the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended, for all standards not addressed in this agreement.

All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Company or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Company shall follow the applicable FCC notice requirements and rules and notify the Franchise Authority and all affected Customers, which notice may be by any means permitted under applicable law.

Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary, the Company may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

The Company shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto

As requested by the City, but not more than once annually, Company shall conduct a public hearing to receive information, feedback, and input from Company's subscribers who reside in the City regarding Company's operation of the Cable System. The phrase "operation of the Cable System" is defined for this paragraph to be all-encompassing and shall include, but not be limited to, topics such as programming and service. This meeting shall begin no earlier than 7:00 p.m. and no later than 8:00 p.m. on any Monday, Tuesday, Wednesday or Thursday which is not a state or federal holiday. This hearing must be held within the Franchise Area and must be publicized once a week for four weeks preceding the week of the meeting in the local newspaper which serves as the official legal organ of the City. Notice must be given to the City Manager of the date, place and time of the meeting at least four (4) weeks in advance of the meeting. The City shall have at least one representative present at the meeting. Minutes shall be kept of this meeting and a copy provided to the City Manager. Company must provide a written report to the City Manager within thirty (30) days following this meeting of how it will address each comment made by Subscribers at the meeting.

The Cable System shall comply with all applicable requirements of the FCC (specifically Subpart K of Part 76 of the FCC's Cable Television Technical Service Rules), the National Electric Code, federal laws, City ordinances and adopted building codes, and other pertinent state and local laws.

12. CUSTOMER SERVICE.

12.1 Customer Service Standards. The requirements set forth in this Section 12 shall be in addition to those requirements set forth in Section 11(9) above.

Company will comply with the more stringent of the customer service and consumer protection provisions of this Franchise; those from time to time adopted by Company; those from time to time adopted by the FCC (current FCC Customer Service Rules attached as Exhibit A); or the service and consumer protection standards from time to time adopted by the National Cable Television Association.

As to Company, the parties agree that the signing of this Franchise satisfies the requirement in the FCC Customer Service Rules that the City must provide affected cable operators ninety (90) days written notice of its intent to enforce FCC standards.

12.1.1 "Normal Business Hours" for the purpose of such FCC customer service rules as in effect on the Effective Date of this Franchise shall mean for in-person and live telephone service at Company's local office, 8:30 a.m. to 5:30 p.m. Monday through Friday, excluding holidays, and 9:00 a.m. to 1:00 p.m. on Saturday. There shall be available to Subscribers a live operator or telephone answering service twenty-four (24) hours each day, seven (7) days each week. During Normal Business Hours, all calls shall be sent to the Company's local office.

12.2 Negative Options. Company will not engage in the practice of "negative option" marketing and will not charge a Subscriber for any optional, a la carte or premium service or equipment which the Subscriber has not affirmatively requested.

12.3 Access to Service. Company shall comply at all times with all applicable Federal, State and local laws and regulations relating to nondiscrimination. Company shall not deny or discriminate against any group of actual or potential Subscribers in City on access to or the rates, terms and conditions of Cable Services because of the income level or other demographics of the local area in which such group may be located.

12.5 Programming/Lockout. Company shall provide all Subscribers with the option of obtaining a device at no charge by which the Subscriber can prohibit the viewing of a particular Cable Service during periods selected by the Subscriber.

12.6 Pay Per View. Subscribers shall be given the option of not having pay per view or per program service available at all or only provided upon the Subscriber providing a security number selected by an adult representative of the Subscriber.

12.7 Municipal Contact. Company shall provide a separate phone number and management level person at Company for City to contact on customer service related matters. Such person and number shall be for the use of City and not for the general public. Any such calls by City to such person shall be returned within one (1) business day. On any complaints submitted by City to such person Company shall within three (3) business days provide City in writing its plan for resolution of such complaint.

12.8 Office/Phone. Company shall maintain an office to serve the purpose of paying bills; receiving and responding to requests for service; receiving and resolving customer complaints regarding Cable Service, equipment malfunctions, billing and collection disputes; and similar matters. Such office shall be located within City or at such other location as City and Company shall from time to time in writing agree. Company shall have a local telephone number or toll-free telephone number for use by Subscribers toll-free twenty-four (24) hours per day, seven (7) days per week. The office of Company shall be open during Normal Business Hours to receive inquiries or complaints in person or by live telephone answering by a trained customer service representative able to respond to questions or complaints.

12.9 Upon the request of the City, the Company shall provide reports to City demonstrating on a consistent basis, fairly applied, the number of telephone calls received by Company and in addition measuring Company's compliance with the standards of FCC Rules 76.309(c)(1)(ii) and (iv), and 76.309(c)(2)(i), (ii), and (iv) (a copy of the current Rules are attached as Exhibit A). Such report shall show Company's performance excluding periods of abnormal operating conditions, and if Company contends any such conditions occurred during the period in question, it shall also describe the nature and extent of such conditions and show Company's performance including the time periods such conditions were in effect.

12.10 Continuity of Service. Throughout the term of the Franchise, Company shall operate the Cable System and provide Cable Services twenty-four (24) hours per day, seven (7) days per week. Company shall voluntarily interrupt Cable Service in the City only with prior notice to Subscribers, for good cause, and for the shortest time possible except (a) in emergency situations, (b) as required by the FCC and (c) service may be interrupted between 12:00 a.m. and 6:00 a.m. for routine testing, maintenance and repair, without notification. In the event of a System upgrade, Company shall both minimize any interruptions in Cable Service caused by the upgrade, and shall meet with City in advance to advise City of the nature, geographic extent and duration of any interruptions and obtain, and where possible respond to, City's comments on same. Company shall credit Subscribers on a pro rata basis for Cable Services not received during an interruption.

12.11 Log of Complaints. Company shall maintain a written log of Subscriber complaints or an equivalent stored in computer memory, and be capable of access and reproduction in printed form of all Subscriber complaints. Such log shall list the date and time of such complaints, and describing the nature of the complaints and when and what actions were taken by Company in response thereto. Such log shall be kept at Company's local office reflecting the operations to date for a period of at least three (3) years, and shall be available for City's inspection under the conditions set forth herein.

12.12. FCC Technical Standards. Company shall meet or exceed the FCC's technical standards that may be adopted from time to time.

12.12.1 Upon request, Company shall provide City with a report of such testing.

12.12.2 Company shall establish the following procedure for resolving complaints from Subscribers about the quality of the television signal delivered to them: All complaints shall go initially to a customer service representative and then to the manager of Company's local office for resolution within ten (10) days. If not resolved at that level, they shall be referred to City and then to the FCC.

12.12.3 City at its expense and with notice to Company may test the Cable System in cooperation with Company for compliance with the FCC technical standards once per year and more often if there are a significant number of Subscriber complaints. Company shall reimburse City for the expense of any test (not to exceed Five Thousand Dollars ($5,000) per calendar year for tests) which shows any noncompliance with such standards

12.13 Liquidated Damages. Company acknowledges that noncompliance with the customer service standards set forth above in Section 12 and operational standards in Section

11 will harm Subscribers and City and the amounts of actual damages will be difficult or impossible to ascertain. City may therefore assess the following liquidated damages against Company for noncompliance with such customer service standards. Each day on which a violation of the customer service standards as defined in Section 4.1 occurs constitutes a separate offense, except that a violation by Company of a quarterly standard shall constitute a single offense for such quarter.

12.13.1 First noncompliance with a given standard - Two Thousand Dollars ($2,000).
12.13.2 Second noncompliance with a given standard within four (4) consecutive calendar quarters - Four Thousand Dollars ($4,000).
12.13.3 Third and subsequent noncompliances with a given standard within six (6) consecutive calendar quarters - Six Thousand Dollars ($6,000).
12.13.4 Liquidated damages shall be assessed in accordance with the procedures set forth in Section 15 of this Agreement.

13. SERVICE TO GOVERNMENT BUILDINGS

Free Service. During the term of this Franchise Company shall provide the following free service:

Company shall provide, without any monthly charge, one (1) free Standard Installation and Expanded Basic Service to one outlet at each of the municipal facilities and each public school in the Franchise Area. If requested, Company will add additional outlets at the preceding facilities at standard commercial rates. Such outlets shall be used only for Cable Services. None of the preceding entities receiving free Cable Service and outlets shall be charged any fee during the term of this Franchise for those channels comprising basic service or any expanded basic service or for additional outlets. No channels may be resold.

14. GOVERNMENT ACCESS.

The Company shall designate capacity on one channel(s) for government video programming provided by the City.

To the extent permitted by Georgia law, The City shall indemnify Company for any liability, loss, or damage it may suffer due to violation of the intellectual property rights of third parties on the government access channel and from claims arising out of the City's rules for or administration of access.

15. REMEDIES.

15.1 Not Exclusive. The Company agrees that the City shall have the specific rights and remedies set forth in this Section 15. These rights and remedies are in addition to any and all other rights or remedies, now or hereafter available to the City 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 City 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 duplicative recovery from or payments by the Company.

15.2 Events of Default

15.2.1 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 thirty (30) days after written notice pursuant to this Section 15; or such non-compliance if, by its nature cannot be cured within thirty (30) days, the Company has not initiated reasonable steps to remedy such default and notified the City of the steps being taken and the projected date of such compliance;

(B) In the event that the Company shall suspend or discontinue its business;

15.2.2 City Action Upon Occurrence of Event of Default. Upon the occurrence of an Event of Default, then, in accordance with the procedures provided in Section 15.2.3, the City may, at any time during the term of this Agreement:

(A) Require the Company to take such actions as the City deems reasonably appropriate under the circumstances; and/or

(B) Seek liquidated damages pursuant to Section 12.13 of this Agreement.

(C) Revoke the Franchise by termination of this Agreement pursuant to this Section 9.

15.2.3 Breach Procedures. The City shall exercise the rights provided in Section 15.2.2 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 sixty (60) 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 City's governing body. The City 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 City in support of its position. In the event that the City'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 City's governing body, or that such Event of Default is excusable, such determination shall conclude the investigation and such determination shall be communicated to the Company in writing.

(D) If the City's governing body preliminarily determines that there is an Event of Default, then the City shall conduct a public hearing to determine if an Event of Default has occurred, such hearing shall take place not less than thirty (30) days from the issuance of the report required under Section 15.2.3(C). At the designated hearing, the City shall give the Company an opportunity to state its position on the matter, present evidence and question witnesses. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days.

(E) If the City's governing body determines in a public proceeding that an 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 City's governing body, and that such Event of Default is not excusable, then the City will issue a written order, detailing its findings and the action to be taken as provided for in Section 15.2.2.

(vi) The Company may appeal such order and determination to an appropriate court, which shall have the power to review the decision of the City Such appeal must be taken within thirty (30) days of the issuance of the determination of the City.

15.3 City's Right to Order Removal or To Acquire or Effect a Transfer of the System

15.3.1 Acquisition or Transfer. Upon any lawful termination and prior to the City's issuance of a removal order, the Company shall be provided with twelve (12) months to seek a purchaser for the Cable System, which purchaser shall be subject to the reasonable approval of the City pursuant to Section 16 of this Agreement. Within such twelve (12) months period, the Company shall provide the City with a buyer and a timeline for the proposed transaction that is reasonably acceptable to City calculated from the later date of (a) the City's Governing Body's determination to revoke the Franchise, or (b) the date of a final, non-appealable decision of a court of competent jurisdiction. If the Company cannot find a purchaser at fair market value or elects not to find a purchaser for the Cable System, the City may acquire ownership of the System or effect a transfer of ownership to a third party.

15.3.2 Price. In the event of a lawful termination of this Franchise, the price to be paid to the Company upon an acquisition or transfer by the City or to a third party acceptable to the City shall be pursuant to Section 627 of the Cable Act.

15.3.3 Removal. Upon any lawful termination, the City 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 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 City, the Company fails to substantially complete removal, including repair of the Streets and other property within twelve (12) months of the City's issuance of a removal order, the City 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 City, including any portion of the System not designated for removal, without compensation to the Company.

15.4 Termination. In the event of any termination of this Agreement and subject to the rights of the Company in Section 15.3.1, the City may: (i) direct the Company to cooperate with the City 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.

15.5 Company's Obligations. In the event of any acquisition, transfer or Abandonment pursuant to Section 15.3, the Company shall promptly supply the City or third Person with all records necessary to reflect the change in ownership and to operate and maintain the System.

16. RESTRICTIONS AGAINST ASSIGNMENT

Neither the Company nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No change in control of the Company, defined as an acquisition of 25% or greater ownership interest in Company, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Company in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken action on the Company's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

17. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise 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.

18. FORCE MAJEURE

Neither party shall be liable to the other nor considered to be in default or subject to any sanctions under any provision or section of this Franchise for failure to abide by or comply with the terms of this Franchise if such failure is caused by an act of God, strike, public unrest, or other unforeseen or uncontrollable force. Parties shall be so excused only for the length of time and to the extent such force majeure prevents either party from abiding by or complying with the terms of the Franchise. Company shall not be declared in violation or be subject to any sanction under any provision of this Agreement in any case where the action justifying such sanction is without Company's knowledge or authorization or outside its control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Company's cable or equipment is attached, so long as Company has made timely notification to such utility regarding utility pole service or monitoring.

19. TIME ESSENCE OF THE AGREEMENT

Whenever the Franchise shall set forth any time for any act to be performed by or on behalf of either party, that time shall be deemed of the essence, and any failure of either party to perform within the time allotted shall be deemed a material breach.

20. EXTENSION OF CITY LIMITS

Upon the annexation of any territory to the City (other than through a governmental consolidation process, as to which the City makes no agreement), the right and Franchise hereby granted shall extend to the territory so annexed to the extent the City has authority, and all facilities owned, maintained or operated by Company, located within, under or over Streets of the territory so annexed shall thereafter be subject to all terms hereof.

21. NOTICES

(a) All notices required in this Franchise to be sent to Company shall be sent via certified mail, return receipt requested, to the General Manager at the last address on file with the City and to COMCAST OF GEORGIAVIRGINIA, INC., 2925 Courtyards Drive, Norcross, Georgia 30071. The City shall also send copies of notices to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
360 Interstate North Parkway, Suite 600
Atlanta, GA 30339
Facsimile: (678) 385-5101

And :

Comcast Cable Communications, Inc.
1500 Market Street
Philadelphia, PA 19102
Attn.: Government Affairs Department

(b) All notices required in this Franchise to be sent to City shall be sent via certified mail, return receipt requested, to City Manager, City of Peachtree City, 151 Willowbend Road, Peachtree City, Georgia 30269.

22. <u>AGREEMENT</u>

This Franchise Agreement shall be deemed to be executed in the 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 performed entirely within the State.

This Agreement embodies the entire understanding and agreement of the City 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 City 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 City 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.

No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Company, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

Company by acceptance of the Franchise acknowledges that it has not been induced to enter into the Franchise by any understanding or promise, or other statement whether verbal or written by or on behalf of the City or by any other third person concerning any term or condition of the Franchise not expressed herein.

Company expressly acknowledges that upon accepting the Franchise, it does so relying upon its own investigation and understanding of the power and authority of the City to grant the Franchise.

Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Company may have under federal or state law unless such waiver is expressly stated herein

23. <u>SUBSEQUENT ACTION</u>.

If City determines that a material provision of this Franchise is affected by any subsequent action of the State or Federal government, City shall have the right to modify any of the provisions herein to such reasonable extent as may be necessary to carry out the full intent and purpose of this Franchise. Company shall be given notice of and an opportunity to comment on any such proposed modification

24. <u>ACCEPTANCE OF FRANCHISE</u>.

Company further acknowledges by acceptance of this Franchise that it has carefully read the terms and conditions of this Franchise and any applicable cable ordinance of City and accepts the obligations imposed thereby regardless of whether such obligations are contained in the Franchise or such cable ordinance, or both. As of the Effective Date, and without waiving any rights Company may have to challenge the lawfulness or enforceability of this Franchise or municipal ordinances in the future, Company does not contend that any provision of the Franchise is unlawful or unenforceable, nor is it aware of any municipal ordinance which it contends is unlawful or unenforceable.

25. <u>NON-WAIVER; PREEMPTION</u>.

Nothing in this Franchise shall be deemed an agreement by City as to any claimed preemptive effect, nor shall it be deemed a waiver of City's right to challenge any claimed preemptive effect, of any subsequent Federal law, regulation, or court ruling alleged to conflict with, alter, limit, or replace terms, requirements or conditions of this Franchise in effect as of the Effective Date.

26. <u>RESERVED RIGHTS</u>.

City reserves all rights and powers under its police powers and powers conferred by Federal, State or local law. In particular City reserves the right to alter, amend, or repeal its municipal code and cable ordinance as it determines shall be conducive to the health, safety and welfare of the public, or otherwise in the public interest In the event any ordinance conflicts with the terms and conditions of this Agreement, the terms of this Agreement shall prevail. City agrees that by accepting this Franchise, Company has not waived its right to object to the application to it of actions by City pursuant to its reserved rights or police powers.

27. NO THIRD PARTY BENEFICIARIES.

Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by hereunto setting their hands and affixing their seals the day and date first above written.

(Signatures)

January 16, 2007

Oksana McGettigan
309 Sandalin Lane
Peachtree City, GA 30269

RECEIVED
JAN 16 2007
PEACHTREE CITY
CITY HALL

Mayor and Council
Of City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Dear Sir/ Madam,

In this letter I would like to ask for your consideration amending City Ordinance ArticleX, Section 1001.2(g). Specifically, I would like you to remove the prohibition against keeping poultry.

Keeping a small flock of 4-5 hens in a fenced, clean environment is a right of people who wish to live sustainably in a city setting!

Chickens provide fresh eggs for the family and friends, nitrogen rich compostables, and weed and bug control for private gardens and landscapes, as well as a most economical way of dealing with food waste for the family and community landfill. Raising chicks with children is a meaningful educational activity that may prove to become lifesaving for the future generation.

Chickens make the most harmless, lovable and social pets and companions and create a homey and cozy atmosphere in one's backyard! They are much quieter and cleaner then dogs and lawnmowers! For centuries they were considered to be a universal symbol of prosperity and fertility.

Even Martha Stewart keeps chickens on her multimillion dollar property! These creatures do not have to be viewed as nuisance and dirty embarrassment to upscale neighborhoods anymore. Many urban, prestigious communities with high density population in Seattle, Dallas, Austin, Mobil and many places else in the United States as well as overseas are encouraged by local governments to acquire and keep chickens and provided different incentives.

The 1977 ordinance of Peachtree City has to be adjusted to the new spirit and consciousness of 21 century. The Government of the City that has made a progressive move to maintain a unique pedestrian network and that prescribed the greenest goat solution of dealing with weed growth control along the golf cart paths is urged to make another progressive decision against banning people from keeping chickens in their back yards!

I would like to kindly apply to be put on the agenda for the next Council meeting scheduled for February 1, 2007 to bring this issue in front of the respectful body of the Council.

I request that City Council amend with an appropriate variance or changes to the City Ordinance Article X, Sec. 1001.2(g) to allow keeping chickens in Peachtree City on family residential district including the lots with zoning abbreviation numbers R-10, R-12, R-15 and R -22.

Until such time as this matter can be reviewed by the Council, I request a special permission be granted to me be Mayor or other entitled City Authority to keep my 4 hens in my back yard property at 309 Sandalin Ln, Peachtree City, GA.

With my purest intentions for prosperity and well-being of Mother Earth and thriving of this community,

Oksana McGettigan

Oksana McGettigan

Nikki Vrana

From: Tim Maret
Sent: Tuesday, January 16, 2007 1:21 PM
To: Nikki Vrana
Cc: Tami Babb; David Rast; Betsy Tyler
Subject: 309 Sandalin Lane

I received a complaint on Thursday, January 11, 2007, from the Windalier Ridge subdivision. The complaint was that the residents at 309 Sandalin Lane were raising chickens and roosters in their backyard. The citizen making the complaint said that she lived to the rear of the property and knew that the chickens and roosters lived in a plastic teepee type structure. She stated that she walked around to get the address for me. I do not know the citizen's name, address or phone number. The only other conversation with the citizen making the complaint concerned bird flu, of which I quickly informed the citizen that I knew nothing about.

Upon arrival at the address, it is a major downhill lot, I was not able to see into the backyard from the driveway as there is a privacy fence. I approached the front door and knocked. I was met by a female citizen. I still do not know her name, even though I have talked with her since. I asked her if she is raising chickens and roosters and she stated that in fact she was. She gave a multitude of reasons running the spectrum from health to environmentally friendly. I informed her that while I understand all of her concerns, that the raising of chickens and roosters was a violation of city ordinance which prohibits the keeping of fowl in the zoning district in which she lives. There was some back and forth, as I feel she did not think I understood her reasoning. I finally got my point across that her reasoning was not at issue at this time. I believe through the conversation, that it sounds as though she has four chickens and one rooster. This may not be totally accurate, but it is what I have in my head based upon the conversation.

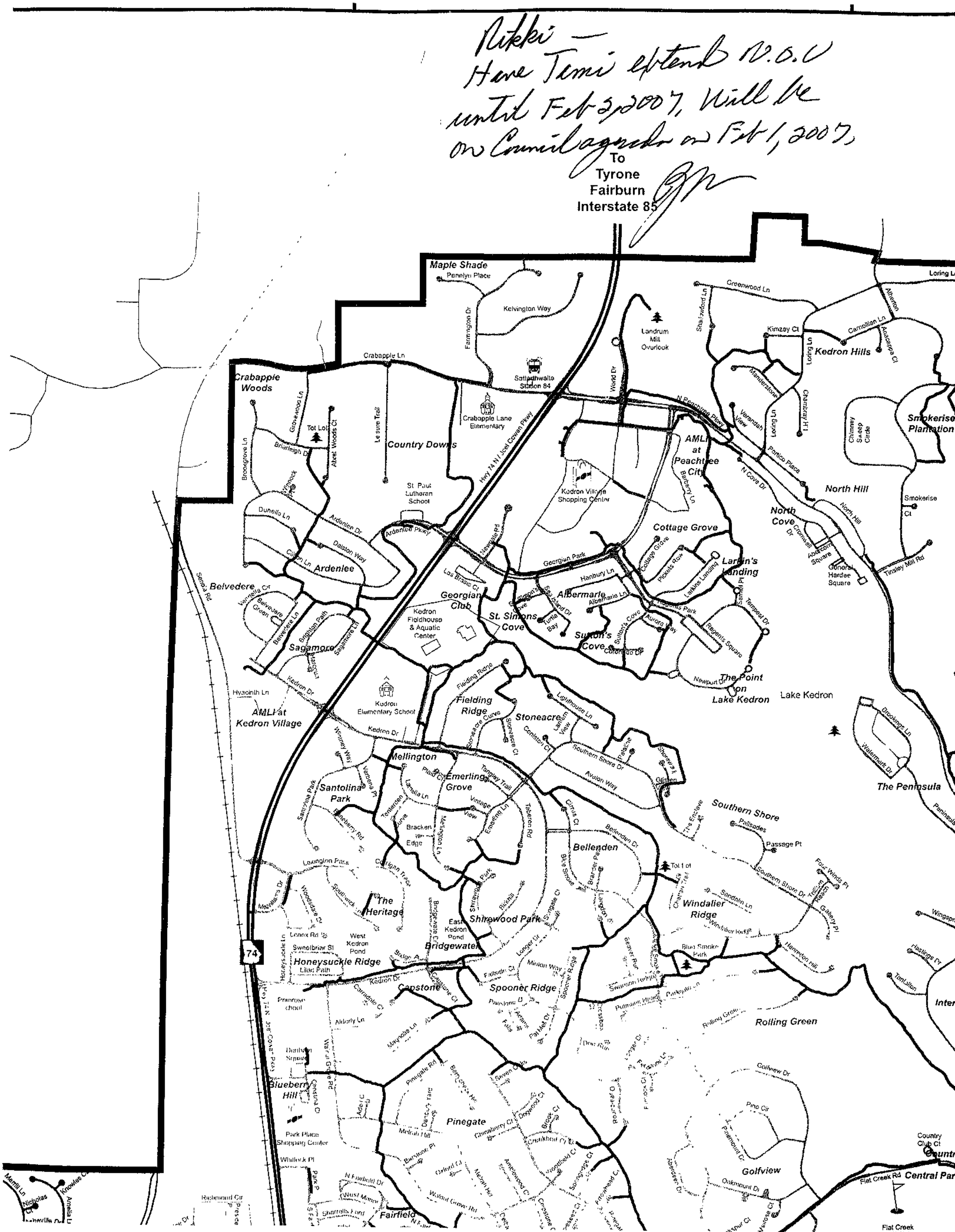
Once she realized that reasons were not why I was there, or treatment of the animals was not why I was there, she asked if she could talk to someone. During the conversation, quite a bit of this was ringing as though I had heard it before. In fact, I asked her point blank if we had had this same conversation before. She admitted that we had. She had called the office and asked for the policy on the raising of chickens and roosters. I had explained to her at the time the ordinance. She admitted to having been a part of the conversation. With that, I told her that I would have to enforce this as explained, and that if she wished to speak with someone regarding the situation she could, but that the animals would have to be relocated. I gave her one week.

At her request, I gave her some basic information on how to make contact with City Hall and ultimately potentially make contact with members of City Council. I informed Nikki Vranna that the call may be coming from this citizen.

On Friday, January 12, 2007, the citizen from 309 Sandalin Lane called me at the office. She wished to get information regarding others who have been given notice for similar violations. I politely explained that I did not feel as though it was appropriate for me to just provide her with that information over the phone. I informed her that she could do an open records request. I did tell her that it would have to go through the appropriate channels at City Hall. Upon completion of that call, I went ahead and did a search of the Code Enforcement database (active since July 1, 2001) and provided the minimal information to Betsy Tyler as I felt the open records request would be forthcoming.

Tim Maret
Code Enforcement Officer

Rikki —
Have Temi extend M.O.U
until Feb 5, 2007, Will be
on Council agenda on Feb 1, 2007.
[initials]



ARTICLE X. REQUIREMENTS BY DISTRICT

Sec. 1001. R-10, R-12, R-15, and R-22 one-family residential districts.

(1001.1)*Intent of districts:* It is intended that the R-10, R-12, R-15, and R-22 zoning districts be reserved and developed for low- and medium-density residential purposes. The regulations which apply to these districts are designed to encourage the formation and continuance of a stable, healthy environment for one-family dwellings situated on zoning lots having an area of 10,000 square feet or more. These regulations are also intended to discourage encroachment by commercial, industrial or other uses capable of adversely affecting the intended residential character of the districts.

(1001.2)*Permitted uses:* The following uses shall be permitted in any R-10, R-12, R-15, and R-22 residential zoning district:

(a) One-family dwelling (other than a mobile home).
(b) Publicly owned building, facility or land.
(c) Building, facility or land for the distribution of utility services.
(d) Building, facility or land for noncommercial park, recreation, thoroughfare, or open space purposes.
(e) Private boat dock, fishing pier, boathouse and related accessory concession and support facilities.
(f) Unlighted, regulation size or par three golf course.
(g) Noncommercial horticulture or agriculture, but not including the keeping of poultry or livestock.
(h) Accessory use: See section 908.
(i) Customary home occupations: See section 907.

R-1 One-family residential
R-10 One-family residential
R-12 One-family residential
R-15 One-family residential
R-22 One-family residential
R-43 One-family residential
VR Villa residential
ER Estate residential
GR General residential
LC Limited commercial
OI Office institutional
GC General commercial
LUC Limited-use commercial
LI Limited industrial
GI General industrial
OS Open space and conservation
AR Agricultural reserve
PA Public airport
LUR Limited-use residential
LUI Limited-use industrial
A Airport

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**

FROM: **Administrative Services Director/City Clerk**

DATE: **January 26, 2007**

SUBJECT: **Consider Citizen Request to Address Council Regarding Use of Kawasaki Mule on Cart Paths**
February 1, 2007, Council Agenda

Attached is a request from Mr. Thomas E. Taylor to be allowed to operate his Kawasaki Mule on the Cart Paths. He will be addressing Council at the meeting.

Discussion:

Peachtree City Code specifically authorizes certain types of vehicles for use on the paths. Those are: registered electric and gasoline motorized carts (golf carts); emergency and authorized maintenance vehicles; traditional and electric bicycles; electric and conventional wheelchairs; electric vehicles designed to carry one person at a speed not to exceed 20 miles per hour except as prohibited in section 78-95; and Low Speed Motor Vehicles (LSMVs) provided that the vehicle is operated only in a mode or other restriction which does not allow the vehicle to exceed 20 miles per hour.

Both State law and Peachtree City Code define a motorized cart as a "motor vehicle having no less than three wheels and an unladen weight of 1,300 pounds or less and which cannot operate at more than 20 miles per hour." Peachtree City Code defines an LSMV as "any four-wheeled electric vehicle whose top speed attainable in one mile is greater than 20 miles per hour but not greater than 25 miles per hour on a paved level surface and which is manufactured in compliance with those federal motor vehicle safety standards for low-speed vehicles set forth in 49 C.F.R. Section 571.500 and in effect on January 1, 2001."

The specifications for Mr. Taylor's Kawasaki Mule state that that it can attain speeds of 25 mph and weighs 1646.4 lbs. By State law, Mr. Taylor's vehicle is not a golf cart and cannot be registered as such. Further, it is not classifiable as any of the vehicles allowed on the paths; therefore, it falls under the definition of a "Motorized Play Vehicle," which is specifically prohibited from use on the paths. The path rules brochure is also attached.

Prior to registering his Mule, Mr. Taylor called the Public Information Officer at City Hall and was told the vehicle did not qualify for use on the paths. Despite this information, he elected to register the vehicle with another employee who did not realize that the vehicle did not comply with the ordinance. When the mistake was discovered, Mr. Taylor was contacted by staff, the rules were explained, he was asked to return the decals, and told the City would refund his $12. Mr. Taylor preferred to bring his concerns to Council.

Also attached are Mr. Taylor's registration form, the City's rules for paths and golf carts, specifications for the Kawasaki Mule, and specifications for six-person and eight-person Club Car golf carts as referenced in Mr. Taylor's letter. Both Club Car vehicles are limited to 17 mph, and have a dry weight of 704 lbs without batteries (866 lbs for the gasoline models).

Attachments

T. EDWIN TAYLOR
504 CREEKSIDE WAY
PEACHTREE CITY, GA 30269

To: Mayor Harold Langdon and City Council Members
January 12, 2007

Re: Golf Cart Registration

Dear Mayor and Council,

A few days ago I went to register a new vehicle with PTC for use on the cart paths. I was able to register the vehicle but the next day I received a call from a Linda Miller telling me they had made a mistake and that my vehicle was not allowed on the cart paths of PTC.

I was disappointed that the registration of my Kawasaki Model 3010 was rejected out of hand, since in my opinion and that of my attorney there is no obvious reason it would not qualify for registration. I will dispense with the unproductive conversations I had with the administration and only say that their objective was to find as many reason as possible for **not** registering the vehicle as possible. Some of these were almost comical such as the weight limit being too great for the cart paths!

To conserve your time and mine, the vehicle I registered is a Kawasaki Model 3010/Trans Diesel vehicle. I have outlined below a comparative for your convenience, taking into consideration the current ordinances and what is licensed on the cart paths now. Below are some of the numerous arguments against registration by PTC:

- The vehicle is too heavy for the cart paths- there are numerous six passage carts that weigh more than the Kawasaki.
- The speed is too great and needs a governor- the Kawasaki have two settings, one for low range and one for high range. The low range maximum speed is 12 MPH, far below the maximum 20MPH. The configuration is similar to the GEM cars that are currently licensed.
- The vehicle has a diesel engine- the Kawasaki has a diesel engine that is twice as efficient as an electric cart and uses ultra low sulphur diesel (ULSD/ 15 PPM) which is many times cleaner than a gas engine. The MPG is close to 70.

- The vehicle is not as safe as a golf cart- the Kawasaki is equipped with a steel roll bar not only over the driver and passenger in the front seat but in the back as well. It is more than strong enough to protect the occupants in the unlikely event of a rollover. Additionally, the Kawasaki has retractable seatbelts, head lights, stop lights, tail lights and speedometer. It is made of steel and not fiberglass.
- Brakes- the Kawasaki have four wheel drum brakes as opposed to two wheel brakes on most carts.
- Appearance- the Kawasaki is infinitely more appealing in forest green color that other carts that are "jacked-up" with lift kits and modified electric engines.

In short, I can see no logical or regulatory reason for the Kawasaki to not be certified for use in the PTC cart paths. True, it does not fit neatly into any one category since it is some of each but that is one of the great features. It can be anything you need it to be which is why I purchased it. As a pratical matter, I doubt very many people will chose to use the vehicle since it is not the most inexpensive choice for transportation.

I respectfully ask that PTC reevaluate their position on the certification of the vehicle.

Yours truly,

Thomas E. Taylor
504 Creekside Way
Peachtree City, GA 30269
770 487 6152

PEACHTREE CITY
PLAN TO STAY™

4 passenger
seat belts
horn, lights
signals

CITY HALL
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-7657
FAX: 770-631-2505
WWW.PEACHTREE-CITY.ORG

Golf Cart RESIDENTIAL Registration

For Office Use Only:

Decal #: 7732

Trans Diesels.

CART INFORMATION

VIN/SERIAL # K50369
(include all letters & numbers)

Cart Year 2007

Color Green

Make KAWASAKI

Type GAS / ELECTRIC (circle one)

Mule 3010 Trans 4 DIESEL

4X4 Diesel

PHYSICAL ADDRESS OF OWNER & CART

NAME Thomas E. Taylor

Are you 18 years of age or older? YES / NO (circle one)

Street Address 504 Creekside Way

City Peachtree City

State GA

Zip 30269

Subdivision Creekside Crossing

Phone # 404-281-6354

Alt. Phone #

Email

Mailing Address (if different) 1646-4 1b

Address

City

State

Zip Code

For Office Use Only:

Amount Paid: $12

Receipt #: 80645

Authorization: DJ

Walk-In / Mail-In

Handicap Decal

State Authorization? YES / NO

Decal Issued? YES / NO

Please read carefully:

I have received the City's "Golf Cart and Recreation Path Information" brochure. I understand and will abide by Peachtree City and state laws pertaining to motorized carts as described in the brochure. I have been advised to obtain **liability insurance** for the cart. I understand that, as the registered cart owner, **I accept both legal and civil responsibility** for any actions committed during the operation and use of the cart, and understand that I will be charged for any violation of Section 78-93. I certify that the information contained herein is correct to the best of my knowledge.

Owners Signature (required) Date 1/4/07

NOTE: ***Immediately*** *report stolen carts to the Peachtree City Police Department. Submit a release of liability form within* ***10 days*** *of changes in cart ownership (sale, transfer, relocation of owner, or destruction of cart).*

Golf Cart Safety

- Golf carts should be operated with the same caution as a car. Golf cart owners can be held criminally and civilly liable for acts committed on their carts. Violations on a golf cart can affect a drivers' license.
- Remain seated while cart is in motion.
- No one may sit in the driver's lap while cart is in motion.
- Young children should sit flat in the seat and wear safety helmets to avoid injury from falling or being thrown from the cart.
- All operators must abide by all traffic regulations applicable to vehicular traffic.
- **Slow down** when approaching other path users, curves, or intersections.
- Use caution when crossing streets or driveways - **stop** cart when automobiles are approaching.
- Use a **HORN** or other audible signal when approaching pedestrians from behind -- electric carts are very quiet and can seriously injure pedestrians.
- Where cart paths exist they must be used instead of parallel city streets (excluding private golf course paths).
- Carts driven at night must be equipped with functional headlights and tail lights.
- Carts are not allowed on or across Hwy 54, Highway 74, Peachtree Pkwy, or Crosstown Road except at authorized crossings.

Golf Cart Insurance

Most homeowner insurance policies do not cover golf carts off the homeowner's property. This can be a significant liability to golf cart owners involved in accidents. Golf cart insurance is inexpensive and offered by local insurance companies. Golf cart owners are **STRONGLY ENCOURAGED** to obtain liability insurance.

Additional LSMV Rules

- All LSMVs must be registered with the Fayette County Tag Office.
- All LSMVs must be insured per state law.
- Only persons possessing a valid license may operate an LSMV.
- LSMVs may only operate on streets with a posted speed limit of 35 mph or lower.
- To operate on the paths, an LSMV must have a setting that does not allow the vehicle to exceed 20 mph and operate in that mode at all times on the paths.
- No LSMVs may operate on, over, along, or across Hwy 74, Hwy 54, Peachtree Pkwy, or on Crosstown Rd. between Peachtree Pkwy and Hwy 74, except in authorized crossings.

Motorized Play Vehicles

(coasters, motor-scooters, pocket bikes, ATVs, etc.):

- Are **prohibited** on all public property (streets, sidewalks, parks, parking lots, paths, rights-of-way).
- Are **permitted** on private residential property with the permission of the property owner. Homeowner associations may regulate on common property. NOTE: Cannot cause excessive or offensive noise, disturb the peace and quiet of a neighborhood, or cause annoyance.
- Are **permitted** on private commercial/ industrial property if inaccessible to normal pedestrian/vehicle traffic (warehouse, fenced parking lot with locked gate, etc.), with written permission of the owner/agent.

Adopt-A-Path

Do you enjoy the natural beauty of Peachtree City's paths? Volunteer to adopt a portion of the path and assist with litter control through the Adopt-A-Path program at 770-487-5183. If you cannot volunteer, please help by placing all trash in the receptacles along the paths.

PEACHTREE CITY
PLAN TO STAY™

Golf Cart and Recreation Path Information

The City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
(770) 487-7657
(770) 631-2505 (FAX)

www.peachtree-city.org

Only the following may use Peachtree City's multi-use paths:

- Pedestrians
- Non-motorized vehicles
- Roller skates, roller blades & skateboards (daylight only)
- Registered golf carts (cannot exceed 20 mph)
- Registered LSMVs in mode restricting vehicle speed to 20 mph or less (An LSMV is a four-wheeled electric vehicle whose top speed is between 20 mph and 25 mph and complies with federal motor vehicle safety standards for low-speed vehicles).
- Emergency and authorized maintenance vehicles
- Bicycles (traditional and electric)
- Wheelchairs (conventional and electric)
- Electric vehicles designed to carry one person at a speed of 20 mph or less, except as prohibited below.

The following are strictly prohibited:

- Automobiles & trucks (except authorized maintenance and emergency vehicles)
- Motorcycles, motorized street/trail bikes, mini-bikes, and mopeds
- Horses
- Go-carts
- Unregistered golf carts and LSMVs
- Electric or gasoline powered scooters
- Motorized play vehicles (coaster, scooter, pocket bike, and any other motorized vehicle that is not a golf cart, LSMV, electric bicycle, or motorized wheelchair).
- Any vehicle designed to go faster than 20 mph (except as permitted above)

Path Rules

- **No racing** of any form, except for special events approved by the city.
- No blocking of public access, except for special events approved by the city.
- **No loitering** on bridges or in underpasses.
- Normal rules of the road apply to the recreation paths. For instance, when approaching oncoming path users, each user shall move to his right side of the path. Passing shall be on the left side of the path.
- **Pedestrians should be given right of way** by other users of the paths to ensure them safe passage.
- An **audible warning** is required from operators of golf carts, bicyclists, and skaters when approaching pedestrians from the rear.
- All laws and ordinances relative to alcohol, including open container laws and driving under the influence (DUI), that apply to traffic on the streets also apply to the paths and will be strictly enforced.
- Litter must be deposited in receptacles along the paths or retained for proper disposal later. Littering on the paths is subject to fines and penalties twice that for littering on the streets.

Pets & Path Courtesy

- Make sure animals are properly restrained. Normally well-behaved pets can be frightened by golf carts, bicycles, or rollerblades and react unpredictably
- Clean up after pets along the paths, and do not let pets relieve themselves on private property. Please extend the same courtesy to property owners adjacent to the paths you would expect on your property.
- Make sure pets on extendable leashes are not blocking the path for other users.
- Pet owners can be held legally and civilly liable for any injuries caused by their pet.

Golf Cart Rules

Cart Registration Required

All carts must be registered at City Hall (770-487-7657) within 10 days of the date of purchase.

Carts may ONLY be driven by:

- Persons age 16 or older with or without drivers license (unless license has been suspended or revoked)
- Persons 15 years old with a valid learners permit (unless suspended or revoked) in their possession. If unaccompanied by a parent/grandparent, or person 18 or older, they may drive accompanied by up to one other person who must be at least 15 years old, or may be accompanied by up to 3 immediate family members.
- Persons 15 years old with NO learners permit must be accompanied in the front seat by a parent, grandparent, legal guardian, or a person age 18 or older with a valid drivers license.
- Persons 12, 13 & 14 years old must be accompanied in the front seat by a parent, grandparent, or legal guardian.
- **No person under 12 years of age may drive a cart.**

Violations

- Violations of the Golf Cart Ordinance, including reckless driving, underage operation, and dangerous situations should be reported immediately by dialing **9-1-1**. The non-emergency number for the Police Department is 770-487-8866 (Monday through Friday, 8:00 AM - 5:00 PM).
- Violations on a golf cart can affect a teen's ability to obtain a driver's license.
- Persons with no driver's license convicted of a DUI on a golf cart will be prohibited from operating a golf cart.

Let the good times roll!

» RACING
» KAWASAKI SHOWCASE
» NEWS & EVENTS
» ACCESSORIES
» OWNER INFO
» RIDERS OF KAWASAKI

zip code

keywords

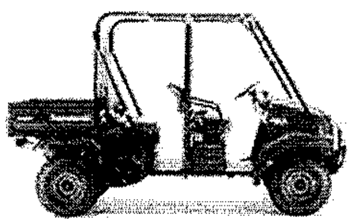
Website Accessories

Mule™ 3010 Trans4x4™ Diesel

$10,799 MSRP

EXPLORE

ZOOM COLORS



Transformable two or four-person utility vehicle customized to perform any task

Two years ago, Kawasaki introduced the first four-wheel drive off-road utility vehicle giving users the option of simply transforming it from a two-passenger unit to one that will carry four people, plus cargo. As successful as the MULE™ 3010 Trans4x4™ has been, the company's dealer network suggested that a diesel version of this MULE model would quickly find a home amongst both personal and work-related users who needed the extra power and convenience of a diesel engine. It would also satisfy the farm and industrial situation where only diesel fuel is available. For the 2007 model year Kawasaki answers those requests once again, bringing back the flagship MULE to its growing utility vehicle product stable—the MULE™ 3010 Trans4x4™ DIESEL.

This off-road dynamo that features a fully automatic transmission with two or four-wheel drive options, takes only a few minutes to convert from a two to a four-person ride. While the cargo payload expands from 400 to 800 pounds in the two-person configuration, users have the ability to select between cargo and personnel carrying needs, depending on the specific job-at-hand.

This versatility, coupled with the legendary reputation of Kawasaki's liquid-cooled, three-cylinder diesel engine makes the MULE 3010 Trans4x4 DIESEL an immediate winner. The overhead valve design of the engine maximizes efficiency while the cast iron block and head ensure extra durability in all types of usage. Producing 38.3 lb.-ft. of torque @ 2,800 rpm, this unit has low-end pulling power to spare for the most rigorous of needs.

The continuously variable transmission (CVT) is a highlight of the Kawasaki Automatic Power-Drive System (KAPS), which helps keep engine rpm in the most efficient range for any selected vehicle speed, load, or terrain. Strength and durability are aided by large torque converters which maximize belt engagement area, improving heat dissipation, as well as the use of a thick, strong drive belt.

Other features of the KAPS are:
- Tuned specifically to accommodate higher payloads
- Open sided drive pulley cools better for longer belt life
- Adjustable belt deflection
- The CVT yields a wide drive ratio spread for ample pulling power and quick acceleration
- Sheaves with high silicon-type material adding to this unit's increased durability
- A high-flow cover helps cool the CVT while providing superb splash protection and water-proofing

The MULE 3010 Trans4x4 DIESEL also features a torque converter air filter that uses an efficient intake cooling fan to draw sufficient air into the CVT. Wear is reduced by cooling the converter with filtered air, courtesy of special air cleaner that uses an easily replaceable filter element.

The engine air cleaner is a cyclone-type Donaldson unit with a replaceable paper element. This design is effective and needs less frequent cleaning, even through repeated MULE utility vehicle use in extremely dusty off-road conditions. The MULE is equipped with a gauge that indicates when the filter should be changed.

Keeping the filter lasting longer—especially in the rugged conditions for which this Kawasaki was built—engine air and converter cooling air are drawn from the top of the cab frame, where there's less dust. This makes for cleaner operating conditions, as well as a longer-lasting filter.

This MULE also lists among its many attributes a dual-mode differential, limited slip front differential, two-speed transfer case for the four-wheel drive rack and pinion steering independent strut-type front suspension, DeDion rear suspension, and four-wheel, self-adjusting sealed hydraulic drum brakes.

An improved ride—in conditions that oftentimes cry out for comfort—comes courtesy of the 23-inch tires with stiff sidewalls, improving both off-road travails and providing added ground clearance. The rear wheel bearings use two rollers in one large bearing, providing added durability

Kawasaki takes pride in owner usability attached to all of its products, and this MULE is no exception

The simple easy to operate controls for the MULE 3010 Trans4x4 DIESEL are all dash-mounted. In addition to the shift mechanism they include a horn and 12-volt DC outlet with 10-amp capacity a speedometer, and hour meter A parking brake and coolant temperature warning light are in plain view and the MULE has a sealed glove box plus an open dashboard storage area

Winch mounts are standard on the frame of this all-purpose UV and users will be able to find their way in all kinds of lighting conditions by using the 35-watt, cat-eye headlights that are activated by the push of a simple dash-mounted button.

» RACING
» KAWASAKI SHOWCASE
» NEWS & EVENTS
» ACCESSORIES
» OWNER INFO
» RIDERS OF KAWASAKI

zip code

keywords

Website Accessories

CHOO

▸ Mule
▸ Mule
▸ Mule
▸ Mule
▸ Mule
▸ Mule
▸ Mule

FEATURES

Key Features
- Revolutionary transformable design
- Powerful diesel engine
- Fully automatic transmission with selectable 2- or 4-wheel drive
- Simple, convenient dash-mounted controls
- Legendary Kawasaki Mule durability and dependability

Four-Passenger, Off-Road, Four-Wheel Drive Utility Vehicle with Transformable Cargo Bed
- Two rows of seats easily accommodate up to four persons
- Rear seat can be folded down and the cargo bed expanded to carry larger payload (800 lbs. with two passengers, 400 lbs. with four passengers)
- Retractable lap-belts

Engine
- Liquid-cooled, three-cylinder diesel engine
- Overhead valve design maximizes efficiency
- Cast iron block and head ensure extreme durability
- Massive torque at low rpm: 38.3 lb-ft @ 2,800 rpm
- Meets emission standards
- Positive crankcase ventilation system sends blow-by gasses to the intake tract to be burned in the engine
- Cyclone-type engine air cleaner
- Donaldson air cleaner has a replaceable paper element
- Cyclone design is effective and needs less frequent cleaning even in extremely dusty conditions
- Restriction gauge tells when to change the filter
- Cab frame air intake draws engine air and converter cooling air from the top of the cab frame where there's less dust, so the air filters last longer
- Heavy duty battery and alternator
- 52 amp-hour battery ensures positive starts while the high-output, 40 amp alternator keeps the battery charged

Kawasaki Automatic Power-Drive System (KAPS)
- Continuously variable transmission (CVT) is fully automatic
- Keeps engine rpm in most efficient range for any selected vehicle speed, load, or terrain
- Large drive and driven torque converters maximize belt engagement area to improve heat dissipation and add durability
- Drive belt is thick and strong
- High-flow cover helps cool the CVT while providing superb splash protection and water proofing
- Sheaves with high silicon type material for increased durability
- Tuned to accommodate higher loads
- The CVT yields a wide drive ratio spread for ample pulling power and quick acceleration
- An open sided drive pulley cools better for longer belt life
- Belt deflection can be adjusted

Torque Converter Air Filter
- Efficient intake cooling fan draws plenty of air in to the CVT
- Special air cleaner with easily replaceable filter element cuts torque converter wear by cooling it with filtered air

Dual-Mode Differential
- Strong Bevel gear set and rear axle for increased durability
- Locked mode for maximum traction, unlocked mode to minimize ground disturbance

Limited-Slip Front Differential
Allows great traction with low steering effort

Four-Wheel Drive with Two-Speed Transfer Case
- Shift to four-wheel drive and low range for maximum traction under adverse conditions
Shift to two-wheel drive and high range to cut running gear wear and increase fuel economy

Rack and Pinion Steering
Provides responsive steering
- Tight turning radius for great maneuverability

Independent Strut-Type Front Suspension
- Stiffer springs prevent bottoming and increase ground clearance
- Comfortable ride and excellent load-carrying capability

DeDion Rear Suspension
- Overload-style leaf springs allow a good unladen ride and is durable under maximum loads
Semi-independent action

Four-Wheel, Self-Adjusting Sealed Hydraulic Drum Brakes
- The brake drums have an added flange and seal to keep out mud and water
- Low maintenance and powerful
- Keep productivity up and operating costs down

Wheels and Tires
- The 23-inch tires have stiff sidewalls to improve the ride and add ground clearance
The rear wheel bearings use two roller4s in one large bearing for added durability
The seals on all four wheels have three lips to better protect the wheel bearings

Front Hood with Storage Tub
Large storage tub under the hood with four D-rings to secure the load
- ABS bodywork resists dents: color is molded in

Tilting Cargo Bed
- Thick tailgate panel reduces vibration and noise adds durability
- Tailgate locking pins reduce vibration and noise, provide a secure latch
Adjustable bed latches

Simple Maintenance
- Cyclone-type engine air cleaner has meter to indicate when to replace the filter
- An automatic-style fuse box is convenient and uses blade-type fuses
Simple controls

Simple Controls
- Horn and 12V DC outlet with 10-amp capacity
Parking brake and coolant temperature warning lights are easier to see
- Sealed glove box as well as open storage area in the dashboard
- Push button headlight switch activates 35-wat cat-eye headlights
- Winch-ready with mounts on the frame
- Standard equipment hour meter and fuel gauge

Roll over protective structure (ROPS)
- This structure meets ROPS requirements for wheeled tractors under SAE J1194 1 1
- 2, and 7 5. This structure also meets FMVSS 216 Roof Crush resistance requirement

» RACING
» KAWASAKI SHOWCASE
» NEWS & EVENTS
» ACCESSORIES
» OWNER INFO
» RIDERS OF KAWASAKI

zip code

keywords

Website Accessories

SPECIFICATIONS

Engine	Four-stroke, three-cylinder, liquid-cooled, OHV diesel
Displacement	953cc
Bore x stroke	72.0 x 78.0mm
Maximum torque	38.3 lb-ft @ 2,800 RPM
Starting	Electric
Transmission	Kawasaki Automatic Power-Drive System (KAPS), with reverse, dual range, 2WD/4WD
Top Speed	25 mph (Governed)
Tire, front	Tubeless 23 x 11-10
Tire, rear	Tubeless 23 x 11-10
Wheelbase	73.6 in.
Turning radius (differential unlocked)	12.5 ft.
Brakes, front and rear	Hydraulic drums
Suspension, front	Independent MacPherson struts
Suspension, rear	DeDion axle, leaf springs, shocks
Ground clearance	7.0 in.
Roll over protective structure (ROPS)	This structure meets ROPS requirements for wheeled tractors under SAE J1194, 7.1.1, 7.1.2, and 7.5. This structure also meets FMVSS 216 Roof Crush resistance requirement
Fuel capacity	6.4 gal.
Track, front / rear	45.7 in. / 46.5 in.
Towing capacity	1,200 lbs.
Load capacity	1,632 lbs.
Bed length x width x height	50.4 x 47.7 x 11.3 in. (2-passenger)
Bed load capacity	1,100 lbs.

CHOO
▸ Mule
▸ Mule
▸ Mule
▸ Mule
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▸ Mule
▸ Mule

Seating capacity	2/4
Dry weight	N/A
Color choices	Woodsman Green or Aztec Red
Good Times™ Protection Plan	12 or 24 months
Warranty	12 Months

* Note: Specifications and pricing are subject to change.

General Specifications

Engine

Engine Type	4-stroke, Diesel, 3-cylinder, OHV, In-line, Liquid cooled
Displacement	953 cc
Bore x Stroke	72.0 x 78.0 mm
Compression Ratio	24.8:1
Maximum Torque	38.3 lb-ft
Fuel Injection	Denso VE Type
Cylinder Material	Cast iron
Fuel	#2 Diesel

Transmission

Clutch Type		Automatic belt converter
Transmission		Belt torque converter, dual range with reverse
Gear Ratios	— Forward	High 1.821 (51/28)
		Low 3.750 (51/28 x 25/20 x 28/17)
	— Reverse	4.220 (41/20 x 25/20 x 28/17)
Primary Ratio		3.7-0.98 (Belt converter)
Final Ratio		5.4 (76/14)

Chassis

Wheelbase		2,165 mm	(85.2 in.)
Overall Width		1,449 mm	(57.0 in.)
Seat Height (F/R)		858/884 mm	(33.8/34.8 in.)
Ground Clearance		175 mm	(6.9 in.)
Dry Weight		647 kg	(1646.4 lb.)
Curb Weight	— Front	337 kg	(743 lb.)
	— Rear	442 kg	(974 lb.)
Max. Cargo Bed Load (2/4 pass.)		499/318 kg	(1,100/701 lb.)
Max Recom Load		740 kg	(1,632 lb.)
Fuel Tank Capacity		24.2 L	(6.4 gal.)
Tire Size	— Front	23 x 11-10 Tubeless	
	— Rear	23 x 11-10 Tubeless	
Brake Type	— Front	Hydraulic Drum (Leading/Trailing)	
	— Rear	Hydraulic Drum (Leading/Trailing)	
	— Parking	Mechanical internal expansion type on rear wheels	
Brake Size	— Front	180 x 26 mm	
	— Rear	180 x 26 mm	
Wheel Travel	— Front	100 mm	(3.9 in.)
	— Rear	70 mm	(2.8 in.)

Model Identification

Year & Model	'07 KAF950C7F:MULE 3010 TRANS4x4 Diesel
Color	1. Aztec Red (467)
	2. Woodsman Green (398)
VIN Range	JK1AFDC1✓7B500001 —
Engine No. Range	AF950AE000021 —

Tuning Specifications

Engine

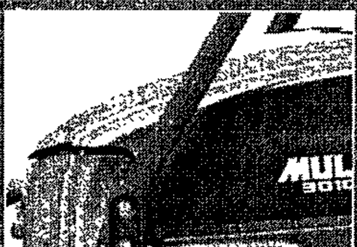
Compression Pressure	479 psi STD at 300 rpm
Idle Speed	900 ± 50 rpm
Engine Oil	SAE 10W40, SAE CF, CF-4
— w/Capacity	3.3 L (3.5 qt.)
— Level	On level ground, wait 5 min., middle of window

Chassis

Tire Pressure (Cold)	
— Front	14 psi
— Rear	25 psi

COLOR OPTIONS & SPECIFICATIONS

AZTEC RED



WOODSMAN GREEN

REALTREE Hardwoods Green HD

Specifications	Mule 610 4x4	Mule 600	Mule 3000	Mule 3010 4x4	Mule 3010 Trans4x4	Mule 3010 Diesel 4x4	Mule 3010 Trans4x4 Diesel
Engine type	4-stroke air-cooled OHV Single	4-stroke air-cooled OHV Single	4-stroke liquid-cooled OHV 90° V-Twin	4-stroke liquid-cooled OHV 90° V-Twin	4-stroke liquid-cooled, OHV 90° V-Twin	4-stroke 3-cylinder liquid-cooled OHV Diesel	4-stroke 3-cylinder liquid-cooled OHV Diesel
Displacement	401cc	401cc	617cc	617cc	617cc	953cc	953cc
Bore x stroke	82 x 76mm	82 x 76mm	76 x 68mm	76 x 68mm	76 x 68mm	72 x 78mm	72 x 78mm
Compression ratio	[illegible]	[illegible]	[illegible]	10.3:1	10.3:1	24.8:1	24.8:1
Carburetion	Nikki [illegible]	Nikki [illegible]	Mikuni BV26-18	Mikuni BV26-18	Mikuni BV26-18	N/A	N/A
Air filter	Snorkel-type with 2-stage dry replaceable element	Snorkel-type with 2-stage dry replaceable element	Snorkel-type with 2-stage dry replaceable element	Snorkel-type with 2-stage dry replaceable element	Snorkel-type with 2-stage dry replaceable element	Snorkel-type with 2-stage dry replaceable element	Snorkel-type with 2-stage dry replaceable element
Oil filter	Automotive-type spin-on canister	Automotive-type spin-on canister	Automotive-type spin-on canister	Automotive-type spin-on canister	Automotive-type spin-on canister	Automotive-type spin-on canister	Automotive-type spin-on canister
Ignition	Transistorized electronic advance	Transistorized electronic advance	Transistorized electronic advance	Transistorized electronic advance	Transistorized electronic advance	Compression with glow plugs for starting	Compression with glow plugs for starting
Electrical	12-volt DC, 14 amp-hour battery, alternator	12-volt DC, 14 amp-hour battery, alternator	12-volt DC, 18 amp-hour battery, alternator	12-volt DC, 18 amp-hour battery, alternator	12-volt DC, 18 amp-hour battery, alternator	12-volt DC, 52 amp-hour battery, 40 amp alternator	12-volt DC, 52 amp-hour battery, 40 amp alternator
Drive train	Automatic torque-converter forward, neutral, reverse	Automatic torque-converter forward, neutral, reverse	Automatic torque-converter forward, neutral, reverse	Automatic torque-converter dual-range forward, neutral, reverse	Automatic torque-converter dual-range forward, neutral, reverse	Automatic torque-converter dual-range forward, neutral, reverse	Automatic torque-converter dual-range forward, neutral, reverse
Final drive	Selectable 4x4, Dual-Mode differential	Dual-Mode differential	Dual-Mode differential	Selectable 4x4, Dual-Mode differential	Selectable 4x4, Dual-Mode differential	Selectable 4x4, Dual-Mode differential	Selectable 4x4, Dual-Mode differential
Exhaust	Muffler with USFS-approved spark arrestor	Muffler with USFS-approved spark arrestor	Muffler with USFS-approved spark arrestor	Muffler with USFS-approved spark arrestor	Muffler with USFS-approved spark arrestor	Muffler with USFS-approved spark arrestor	Muffler with USFS-approved spark arrestor
Tires, front/rear	Tubeless, 24 x 9-10/24 x 11-10	Tubeless, 22 x 9-10/22 x 11-10	Tubeless, 23 x 11-10	Tubeless, 23 x 11-10	Tubeless, 23 x 11-10	Tubeless, 23 x 11-10	Tubeless, 23 x 11-10
Suspension, front	Independent A-arms with adjustable shock absorbers	Independent A-arms with adjustable shock absorbers	Independent, MacPherson strut-type	Independent, MacPherson strut-type	Independent, MacPherson strut-type	Independent, MacPherson strut-type	Independent, MacPherson strut-type
Suspension, rear	Unitized swing axle with shock absorbers	Unitized swing axle with shock absorbers	Semi-independent, De Dion axle with leaf springs and shocks	Semi-independent, De Dion axle with leaf springs and shocks	Semi-independent, De Dion axle with leaf springs and shocks	Semi-independent, De Dion axle with leaf springs and shocks	Semi-independent, De Dion axle with leaf springs and shocks
Wheel travel, front/rear	[illegible] inches	[illegible] inches	2.0/2.8 inches	2.0/2.8 inches	[illegible] inches	3.0/2.5 inches	3.0/2.8 inches
Steering	Rack and pinion	Rack and pinion	Rack and pinion	Rack and pinion	Rack and pinion	Rack and pinion	Rack and pinion
Brakes	4-wheel hydraulic drum, self-adjusting	4-wheel hydraulic drum, self-adjusting	4-wheel sealed hydraulic drum, self-adjusting	4-wheel sealed hydraulic drum, self-adjusting	4-wheel sealed hydraulic drum, self-adjusting	4-wheel sealed hydraulic drum, self-adjusting	4-wheel sealed hydraulic drum, self-adjusting
Fuel capacity	4.1 gallons	4.1 gallons	5.3 gallons	5.3 gallons	[illegible] gallons	[illegible] gallons	9.4 gallons
Dry weight	[illegible] pounds	813 pounds	[illegible] pounds	[illegible] pounds	[illegible] pounds	[illegible] pounds	1,646 pounds
Dimensions (L x W x H)	107.1 x 52.8 x 70.9 inches	107.1 x 52.6 x [illegible] inches	[illegible] x 57.5 x 75.2 inches	[illegible] x 57.5 x 78.2 inches	124.6 x 57.0 x [illegible] inches	[illegible] x 57.5 x [illegible] inches	124.[illegible] x 57.3 x 76.1 inches
Wheelbase	[illegible] inches	[illegible] inches	73.8 inches	73.8 inches	[illegible] inches	[illegible] inches	[illegible] inches
Ground clearance	[illegible] inches	6.1 inches	7.2 inches	7.2 inches	7.0 inches	6.9 inches	7.3 inches
Cargo bed (L x W x H)	[illegible] x 35.4 x 9.6 inches (10.9 cu. ft.)*	41.[illegible] x 35.4 x 9.6 inches (10.9 cu. ft.)	46.3 x 51.[illegible] x 11.3 inches (15.[illegible] cu. ft.)	[illegible] x 11.3 inches (15.[illegible] cu. ft.)	53.4 x 47.[illegible] x 11.[illegible] inches (15.[illegible] cu. ft.) in 2-person mode	[illegible] x 11.3 inches (15.[illegible] cu. ft.)	53.4 x [illegible] inches (15.[illegible] cu. ft.) in 2-person mode
Vehicle load capacity	[illegible] pounds	[illegible] pounds	1,340 pounds	1,330 pounds	1,330 pounds	1,632 pounds	[illegible] pounds
Cargo bed load capacity	[illegible] pounds	400 pounds	[illegible] pounds	800 pounds	400 pounds (4-person mode) / 800 pounds (2-person mode)	[illegible] pounds	400 pounds (4-person mode) / 800 pounds (2-person mode)
Towing capacity	[illegible] pounds	1,100 pounds	1,200 pounds	1,200 pounds	1,200 pounds	1,200 pounds	1,200 pounds
Turning radius (differential unlocked)	[illegible] feet	[illegible] feet	11.2 feet	11.2 feet	12.5 feet	[illegible] feet	12.5 feet
Top speed	25 mph-governed	[illegible] mph-governed	25 mph-governed	25 mph-governed	25 mph-governed	25 mph-governed	25 mph-governed
Lights	(2) 35-watt sealed-beam headlights with taillight	(2) 35-watt sealed-beam headlights with taillight	(2) 35-watt sealed-beam headlights with (2) [illegible] taillights	(2) 35-watt sealed-beam headlights with (2) [illegible] taillights	(2) 35-watt sealed-beam headlights with (2) [illegible] taillights	[illegible]	(2) [illegible] sealed-beam headlights with (2) [illegible] taillights
Colors	Aztec Red, Woodsman Green or REALTREE Hardwoods Green HD	Aztec Red or Woodsman Green	Aztec Red or Woodsman Green	Aztec Red or Woodsman Green or REALTREE Hardwoods Green HD*	Aztec Red or Woodsman Green or REALTREE Hardwoods Green HD	Aztec Red or Woodsman Green	Aztec Red or Woodsman Green

Bedliner standard on MULE [illegible] 4x4 and MULE 3010 4x4 REALTREE Hardwoods Green HD model.

Options and Accessories


Lighting Package*


Turn Signals


One-Piece Windshield


Fold-Down Windshield


West Coast Mirror/ Heavy-Duty Bumper


Glove Box With Lock


Cargo Box


Stake-Side Kit


Fold-Down Seat


3-Sided Enclosure


Heavy-Duty Batteries


Hour Meter


Extra-Traction Tires


Communication Display Module


Wheel Covers


Canopy Top White and Beige


5-Panel Mirror

*Headlights, Taillights, Brakelights and Horn

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Ingersoll Rand is a world leader in the field of compact vehicles and equipment. Our widely known Bobcat* brand includes an extensive line of powerful, nimble compact construction equipment and attachments, and our state-of-the-art engineering capabilities and stylish designs are reflected in our world famous Club Car* vehicles.

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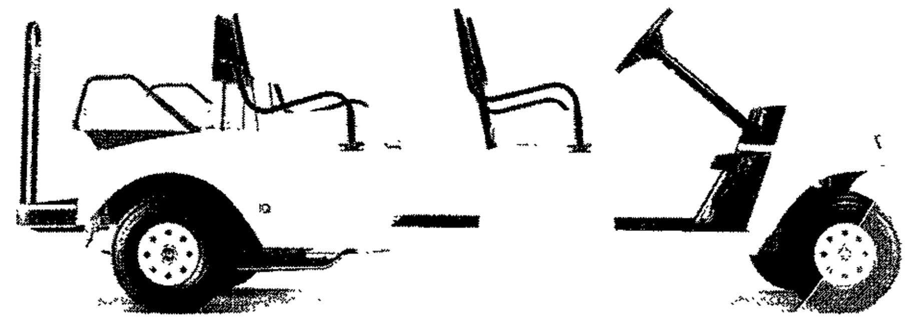
Villager 6

TRANSPORTATION VEHICLE



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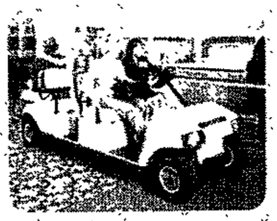
Villager 6

Stylish. With uncompromising comfort, convenience and terrific handling. The Villager 6 increases your passenger capacity. Offering more transportation capability virtually anywhere. From airports to industrial facilities to resorts to amusement parks. Chauffeur up to



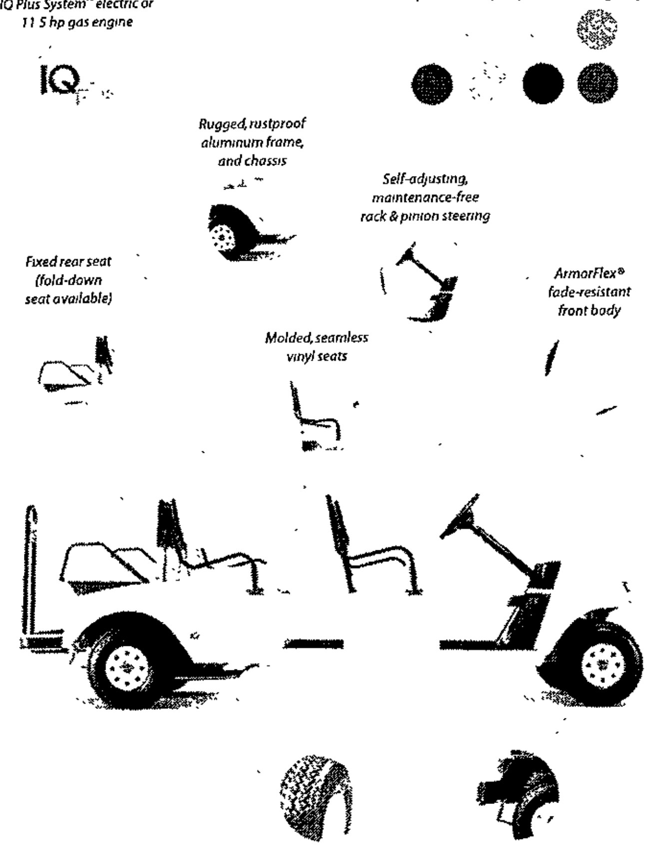
6 people easily and reliably while offering an enjoyable experience.

INDUSTRY'S BEST 2 YEAR WARRANTY

Features

Standard Color *White*

Optional Colors *Beige, Gray, Dark Gray, Green, Classic Blue, Red, Black and Burgundy*



Additional Features

Maximum speed of 17 mph (27.3 kph) *(Electric vehicles only)*

1,500 lb (681 kg) total vehicle capacity

Seating for six

Maximum hp @ 3,600 rpm exceeds SAE J1940 Performance Standards

Headlights, taillights, brakelights and horn

48-volt IQ Plus electric motor or 351 cc, 11.5 hp gas, pedal-start engine

4-wheel brakes

Specifications

POWER SUPPLY	**Engine**	N/A	Kawasaki 4-cycle, OHV, 351 cc, single cylinder, air-cooled, pressure-lubricated, spin-on oil filter
	Drive Motor	48-volt Shunt/Sepex	N/A
	Horsepower	3.7 @ 3400 rpm (continuous) 21.0 @ 2000 rpm (peak)	11.5**
	Governor	N/A	Automatic ground speed sensing, internally geared-in unitized transaxle
	Governed RPM	N/A	3050 +/- 30
	Ignition	N/A	Electronic w/electronic RPM limiter
	Drive Unit	12.3:1 direct-drive axle, double reduction helical gear	Unitized Transaxle, helical gears: 11.8:1 forward, 17.1:1 reverse
	Electrical System	48-volt	12-volt, 500 cca 105 min. reserve
	Batteries	Eight 6-volt, Standard: T105 = 115 min @ 75 amps, Heavy Duty: T145 = 145 min @ 75 amps	N/A
	Charger	Automatic, computer-controlled 48-volt DC, 17 amp, UL and CUL listed; International CE marked available	N/A
	Controller	500 amp Solid State	N/A
STEERING/ SUSPENSION	**Steering**	Self-adjusting rack & pinion	Self-adjusting rack & pinion
	Front Suspension	Independent leaf spring with dual hydraulic shocks	Independent leaf spring with dual hydraulic shocks
	Rear Suspension	Leaf springs with dual hydraulic shocks	Leaf springs with dual hydraulic shocks
	Brakes	Four Wheel Mechanical Drum	Four Wheel Mechanical Drum
	Park Brake	Foot-operated, multi-lock	Foot-operated, multi-lock
	Stabilizer Bar	No	Yes
FRAME/CHASSIS	**Frame/Chassis**	Aluminum I-Beam	Aluminum I-Beam
	Front Body	ArmorFlex®	ArmorFlex®
	Rear Body	ArmorFlex®	ArmorFlex®
	Body Finish	Matching paint over molded in color	Matching paint over molded in color
	Light Package	Std. Light Package	Std. Light Package
	Front Tires	18 x 8.50-8, 6-ply rated, Premium tread	18 x 8.50-8, 6-ply rated, Premium tread
	Rear Tires	18 x 8.50-8, 6-ply rated, Premium tread	18 x 8.50-8, 6-ply rated, Premium tread
	Instrumentation	Battery capacity indicator, battery warning light	Electronic fuel gauge/hour meter, Low-oil warning light
DIMENSIONS	**Total Vehicle Capacity**	1500 lb. (681 kg)	1500 lb. (681 kg)
	Overall Length	124" (315 cm)	124" (315 cm)
	Overall Width	47.3" (120.1 cm)	47.3" (120.1 cm)
	Overall Height	48" (121.9 cm)	48" (121.9 cm)
	Wheelbase	98.5" (250.2 cm)	98.5" (250.2 cm)
	Ground Clearance Under Differential	4.5" (11.4 cm)	4.5" (11.4 cm)
	Fuel Tank Capacity	N/A	7 gallons (26.5 liters)
	Tread	34.5"/38.5" (87.6 cm/97.8 cm)	34.5"/38.5" (87.6 cm/97.8 cm)
	Dry Weight Less Batteries	590 lb (267.9 kg)	745 lb (338.2 kg)
	Speed Range	5 - 17 mph (8-27.3 kph)	14 - 16 mph (22.5-25.7 kph)
	Outside Clearance Circle	24.7 ft. (7.5 m) dia.	24.7 ft. (7.5 m) dia.
	Turning Radius	12 ft. (3.7 m)	12 ft. (3.7 m)
	Intersecting Aisle Radius	90" (228.6 cm)	90" (228.6 cm)
	Vehicle Warranty	2-year limited/4-year batteries*	2-year limited

*4-year limited battery warranty for electric vehicles

**Maximum hp @ 3600 exceeds SAE J1940 Performance Standards

Options and Accessories


*Lighting Package**


Turn Signals


One-Piece Windshield


Fold-Down Windshield


West Coast Mirror/ Heavy-Duty Bumper


Glove Box With Lock


Fold-Down Seat


Heavy-Duty Batteries


Hour Meter


Extra-Traction Tires


Communication Display Module


Wheel Covers


Canopy Top White and Beige


5-Panel Mirror

*Headlights, Taillights, Brakelights and Horn

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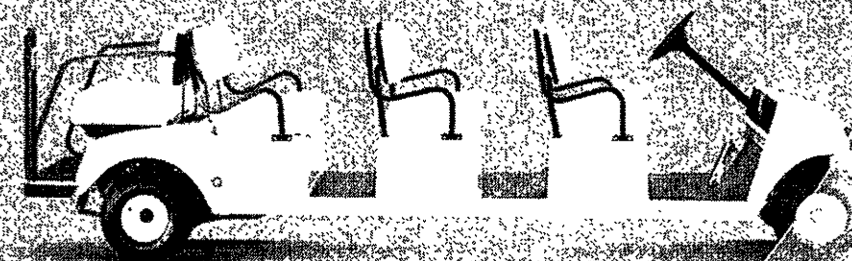
Club Car

Villager 8

TRANSPORTATION VEHICLE



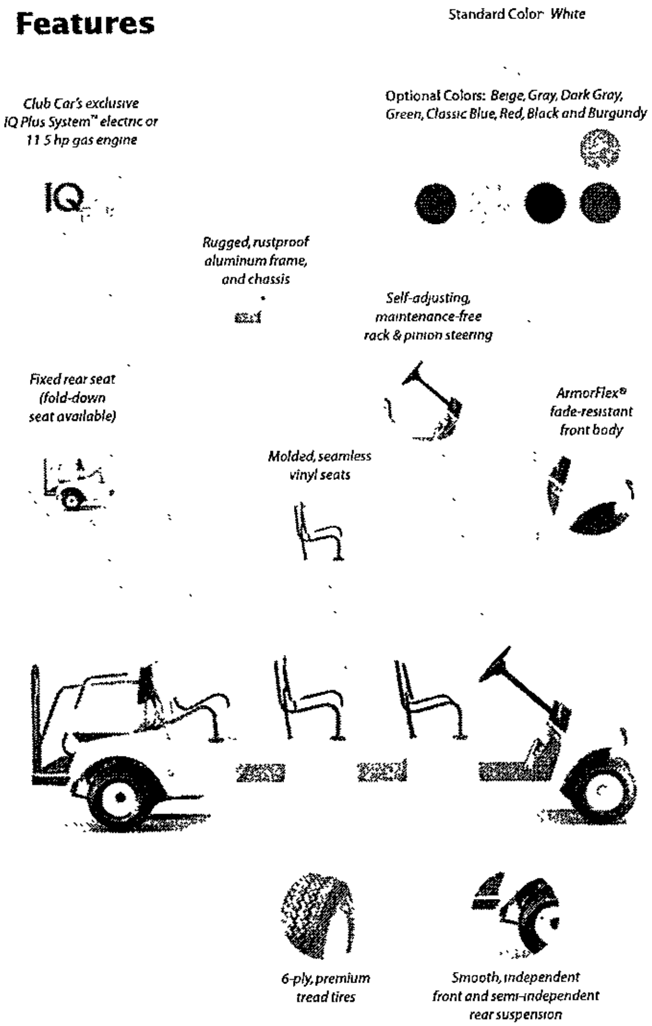
Ingersoll Rand
Compact Vehicle Technologies

Villager 8

Features

Need more room? How about room for eight? The Villager 8 seats seven passengers and a driver for your high-volume transportation business. Shuttle several people with ease and give tours more efficiently with the ability to carry more people at one time in

Club Car comfort and style. With a powerful 48-volt electric motor or 11.5 hp gas engine, the Villager 8 offers versatility for any environment.



Additional Features

Maximum speed of 17 mph (27.3 kph) *(Electric vehicles only)*

1,500 lb (681 kg) total vehicle capacity

Seating for 8

Maximum hp @ 3,600 rpm exceeds SAE J1940 Performance Standards

Headlights, taillights, brakelights and horn

48-volt IQ Plus electric motor or 351 cc, 11.5 hp gas, pedal-start engine

4-wheel brakes

Specifications

POWER SUPPLY	Engine	N/A	Kawasaki 4-cycle, OHV, 351 cc, single cylinder, air-cooled, pressure-lubricated, spin-on oil filter
	Drive Motor	48-volt, shunt-wound	N/A
	Horsepower	3.7 hp @ 4,097 rpm (continuous) 21 hp @ 1,663 rpm (intermittent)	11.5**
	Governor	N/A	Automatic ground speed sensing, internally geared-in unitized transaxle
	Governed RPM	N/A	3050 ±30
	Ignition	N/A	Electronic w/electronic RPM limiter
	Drive Unit	12.3:1 direct-drive axle, double reduction helical gear	Unitized Transaxle, helical gears: 11.8:1 forward, 17.1:1 reverse
	Electrical System	48-volt	12-volt, 500 cca 105 min. reserve
	Batteries	Eight 6-volt, Standard T105 = 115 min @ 75 amps, Heavy Duty T145 = 145 min @ 75 amps	N/A
	Charger	Automatic, computer-controlled 48-volt DC, 17 amp, UL and CUL listed, International CE marked available	N/A
	Controller	500 amp Solid State	N/A
STEERING/ SUSPENSION	Steering	Self-adjusting rack & pinion	Self-adjusting rack & pinion
	Front Suspension	Independent leaf spring with dual hydraulic shocks	Independent leaf spring with dual hydraulic shocks
	Rear Suspension	Leaf springs with dual hydraulic shocks	Leaf springs with dual hydraulic shocks
	Brakes	Four Wheel Mechanical Drum	Four Wheel Mechanical Drum
	Park Brake	Foot-operated, multi-lock	Foot-operated, multi-lock
	Stabilizer Bar	No	Yes
FRAME/CHASSIS	Frame/Chassis	Aluminum I-Beam	Aluminum I-Beam
	Front Body	ArmorFlex®	ArmorFlex®
	Rear Body	ArmorFlex®	ArmorFlex®
	Body Finish	Matching paint over molded in color	Matching paint over molded in color
	Light Package	Std. Light Package	Std. Light Package
	Front Tires	18 x 6.50-8, 6-ply rated, Premium tread	18 x 6.50-8, 6-ply rated, Premium tread
	Rear Tires	18 x 6.50-8, 6-ply rated, Premium tread	18 x 6.50-8, 6-ply rated, Premium tread
	Instrumentation	Battery capacity indicator, battery warning light	Electronic fuel gauge/hour meter, low-oil warning light
DIMENSIONS	Total Vehicle Capacity	1500 lb. (681 kg)	1500 lb. (681 kg)
	Overall Length	157" (398.8 cm)	157" (398.8 cm)
	Overall Width	47.3" (120.1 cm)	47.3" (120.1 cm)
	Overall Height	48" (121.9 cm)	48" (121.9 cm)
	Wheelbase	131.5" (334 cm)	131.5" (334 cm)
	Ground Clearance Under Differential	4.5" (11.4 cm)	4.5" (11.4 cm)
	Fuel Tank Capacity	N/A	7 gallons (26.5 liters)
	Tread	34.5"/38.5" (87.6 cm/97.8 cm)	34.5"/38.5" (87.6 cm/97.8 cm)
	Dry Weight Less Batteries	704 lb. (319.6 kg)	866 lb. (393.2 kg)
	Speed Range	5-17 mph (8-27.3 kph)	14-16 mph (22.5-25.7 kph)
	Outside Clearance Circle	32.6 ft. (9.9 m) dia.	32.6 ft. (9.9 m) dia.
	Turning Radius	15.9 ft. (4.8 m)	15.9 ft. (4.8 m)
	Intersecting Aisle Radius	106" (274.3 cm)	108" (274.3 cm)
	Vehicle Warranty	2-year, limited/4-year batteries*	2-year, limited

*4-year limited battery warranty for electric vehicles
**Maximum hp @ 3,600 rpm exceeds SAE J1940 Performance Standards