City of Flowery Branch
City Council Meeting
Thursday, September 07, 2023, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542

CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

ADOPTION OF AGENDA:

NEW BUSINESS -WORK SESSION:

- Consider Executing a Memorandum of Understanding (MOU) with Parkside Partners, LLC for the development of Downtown Flowery Branch or Old Town – Phase II.
  ES - MOU Parkside Partners Downtown Phase II.pdf
  Draft MOU Old Town Redevelopment_08_28_23 - final TSDP EG.pdf
- Consider Resolution 23-009 Third and Fourth Quarter Budget Amendment FY2023
  Attachment A - Resolution 23-009.pdf
  Attachment B - 3rd and 4th QTR Budget Adjustment Descriptions.pdf
  Resolution 23-009 Executive Summary.pdf
  Resolution 23-009.pdf
- Consider First Reading of Ordinance 699 Establishing Human Resources Director in the City of Flowery Branch
  ES - Establishing HR Director.pdf
  Ordinance Establishing Dir Human Resources.pdf
- Consider Correction of Lease Documents for 4 Elephants Catering, LLC from 5519 Main Street, Suite 102 to 5521 Main Street.
  ES - Correcting 4 Elephants Catering LLC lease documents.pdf
  4 Elephants Catering LLC Lease Agreement.pdf
  FIRST AMENDMENT TO 4 ELEPHANTS LEASE AGREEMENT.pdf
  SECOND AMENDMENT TO 4 ELEPHANTS LEASE AGREEMENT.pdf

DEPARTMENT REPORTS: - a. City Manager Report
b. City Clerk Report
c. Community Relations Report
d. Finance Department Report
e. Human Resources Department Report
f. Planning Department Report
g. Police Department Report
h. Public Works & Utilities Report
i. Attorney Report
j. Council Report

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS: - Please limit to two minutes

CONSENT AGENDA:

- Consider August 17, 2023 City Council Meeting Minutes
  Unofficial August 17, 2023 City Council Meeting Minutes.pdf
- Consider August 17, 2023 Executive Session Minutes
- Consider August 2023 Per Diem for Mayor Asbridge
  Mayor Per Diem - August 2023.pdf

NEW BUSINESS - VOTING SESSION:

- Consider Executing a Memorandum of Understanding (MOU) with Parkside Partners, LLC for the development of Downtown Flowery Branch or Old Town – Phase II.
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  FIRST AMENDMENT TO 4 ELEPHANTS LEASE AGREEMENT.pdf
  SECOND AMENDMENT TO 4 ELEPHANTS LEASE AGREEMENT.pdf

EXECUTIVE SESSION:

ADJOURNMENT:

If you have a disability or impairment and need special assistance please contact the City Clerk prior to the meeting at 770-967-6371 - Meeting agenda is subject to change

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Executing a Memorandum of Understanding (MOU) with Parkside Partners, LLC for the development of Downtown Flowery Branch or Old Town – Phase II.

COUNCIL MEETING DATE: September 7, 2023

HISTORY:
The Tax Allocation District was created in conjunction with the "City of Flowery Branch Old Town Redevelopment Plan" dated January 2, 2014. The plans are to create walkable, mixed-use developments within Old Town. Phase I of the project is complete and Phase II will begin with this MOU.
Over time, the City has acquired certain properties near Downtown for municipal or redevelopment purposes.

FACTS AND ISSUES:
Parkside Partners has expressed an interest in exploring the possible acquisition of development rights to one or more of the city-owned parcels for constructing one or more projects containing retail, office, or residential components. This MOU provides Parkside Partners with the exclusive right to develop the project in one or more phases.
As part of the redevelopment, the city and Parkside Partners are agreeing to share costs to retain consultants and obtain third-party reports that will enable Parkside Partners to understand
existing conditions of the city-owned parcels and to complete its due diligence prior to proposing a formal agreement to develop the project.
The redevelopment is in the Tax Allocation District.

OPTIONS:
1) Execute this MOU with Parkside Partners, LLC.
2) Do not execute this MOU with Parkside Partners, LLC.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:
$75,000 - budgeted

RECOMMENDATION:
Execute a memorandum of understanding (MOU) with Parkside Partners, LLC for the Old Town Redevelopment – Phase II.

SAMPLE MOTION:
I make a motion to execute the Memorandum of Understanding with Parkside Partners, LLC.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- ES - MOU Parkside Partners Downtown Phase II.pdf
- Draft MOU Old Town Redevelopment_08_28_23 - final TSDP EG.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Execute a Memorandum of Understanding (MOU) with Parkside Partners, LLC for the development of Downtown Flowery Branch or Old Town – Phase II.

DATE: August 29, 2023

BUDGET INFORMATION:
ANNUAL-
CAPITAL- $75,000

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: September 7, 2023

PURPOSE: Execute a memorandum of understanding (MOU) with Parkside Partners, LLC for the Old Town Redevelopment – Phase II.

HISTORY: The Tax Allocation District was created in conjunction with the "City of Flowery Branch Old Town Redevelopment Plan" dated January 2, 2014. The plans are to create walkable, mixed-use developments within Old Town. Phase I of the project is complete and Phase II will begin with this MOU.

Over time, the City has acquired certain properties near Downtown for municipal or redevelopment purposes.

FACTS: Parkside Partners has expressed an interest in exploring the possible acquisition of development rights to one or more of the city-owned parcels for constructing one or more projects containing retail, office, or residential components. This MOU provides Parkside Partners with the exclusive right to develop the project in one or more phases.

As part of the redevelopment, the city and Parkside Partners are agreeing to share costs to retain consultants and obtain third-party reports that will enable Parkside Partners to understand existing conditions of the city-owned parcels and to complete its due diligence prior to proposing a formal agreement to develop the project.

The redevelopment is in the Tax Allocation District.

OPTIONS:

1) Execute this MOU with Parkside Partners, LLC.
2) Do not execute this MOU with Parkside Partners, LLC.

RECOMMENDED SAMPLE MOTION:

1) I make a motion to execute the Memorandum of Understanding with Parkside Partners, LLC.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

Memorandum of Understanding
By and Between the City of Flowery Branch, Georgia and Parkside Partners, LLC

This Memorandum of Understanding (this "MOU") - is entered into this ____ day of ___ ____________2023 (the "effective Date") by and between the CITY OF FLOWERY BRANCH, a Georgia municipal corporation, (hereafter "the City"), and PARKSIDE PARTNERS, LLC or its Affiliate (hereafter referred to as "Parkside" or the "Developer"). The City and Parkside are collectively referred to herein as the "Parties."

WHEREAS, the City has determined that encouraging redevelopment within its historic downtown area, known locally as "Old Town Flowery Branch" is in the collective best interest of its citizens; and has prepared a redevelopment plan to create walkable mixed-use developments within Old Town, as outlined in the "City of Flowery Branch Old Town Redevelopment Plan" dated January 2, 2014 (hereafter the "Redevelopment Plan"); and

WHEREAS, the City has acquired certain properties in Old Town over time for municipal or redevelopment purposes, and with the objective of eventually offering some of those properties or portions of some properties to the private sector for redevelopment; including properties identified in "Exhibit A", attached and incorporated herein (hereafter the "City Parcels"), and over the past several years has periodically invited or considered proposals from qualified developers who have expressed interest in obtaining development rights to said City Parcels; and

WHEREAS, the City has determined that in order to cause the Old Town Redevelopment Plan to be economically feasible, it has created a Tax Allocation District ("TAD") for the purpose of funding eligible redevelopment costs, in accordance with the Georgia Redevelopment Powers Law, and has entered into an Intergovernmental Agreement ("IGA") with Hall County Georgia, (the "County") whereby the City and the County have agreed to annually contribute "tax allocation increments" for such purposes, until such time as the IGA expires and the TAD is terminated; and

WHEREAS, Parkside has expressed interest to the City in exploring the possible acquisition of development rights to one or more City Parcels identified in Exhibit A for purposes of constructing one or more projects containing retail, office, or residential components, supported by associated parking and public amenities; in a manner that will be consistent with the City's Redevelopment Plan (collectively, "the Project"), to possibly be completed in phases as market conditions warrant; and

WHEREAS, the City has agreed to enable Parkside to further explore its interest in one or more phases of the Project and is willing to negotiate in good faith, further Agreement(s) with Parkside to convey the associated City Parcels for such purposes; and is willing to share certain costs, more fully described later in this MOU, associated with conducting due diligence that will be necessary to determine the specific scope of the Project(s), and

WHEREAS the City intends to engage the Gainesville-Hall County Development Authority to facilitate the transaction(s) necessary for Parkside to develop the Project; and

WHEREAS the Parties desire to enter into this MOU as a preliminary agreement and will more fully document their understanding and obligations relating to the Project by entering into a formal Development Agreement incorporating the terms herein.

NOW, THEREFORE, in consideration of the above and foregoing premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the Parties have agreed and do hereby agree as follows:

1. General Provisions

   a. Effective Date: The MOU shall become effective upon the signature of the Parties, as of _____________, 2023.

   b. Scope of the Project: The Project addressed by this MOU includes the redevelopment of one or more City Parcels identified in Exhibit A; possibly including Parkside's purchase of other adjacent or nearby parcels that are privately owned; for retail, office, residential or mixed-use development, supported by associated parking and other public improvements. The number of City parcels involved, as well as the Project's overall size, scope, land uses, and development budget are to be determined by Parkside and proposed to the City before the expiration of this MOU.

   c. Exclusive Right to Develop: The City has selected Parkside as the Developer, and Parkside has agreed to accept the exclusive right to develop the Project in one or more phases, consistent with the terms and subject to the conditions contained herein while the period of this MOU remains in effect and/or until such time as either formalized by future agreements, or either Party or both Parties exercise their option to end this MOU in accordance with Section 4.b below. So long as this MOU remains in effect, the Parties will not engage in discussions with any other party regarding the development of the Project, except as necessary to implement the terms hereof. The City and Parkside agree to pursue in good faith, discussions, and negotiations to draft and execute one or more future agreements as may be necessary to finalize their mutual understanding and define the final form of the Project and associated compensation terms. In so doing, the Parties acknowledge that the Project may be modified as a result of future discussions between the Parties and/or as a result of further negotiations, terms, and conditions that may be explored.

   d. Sharing of Due Diligence Costs: Parkside has requested, and the City agrees to share costs to retain consultants and obtain certain third-party reports which will be necessary to enable Parkside to understand existing conditions of the City Parcels and to complete its due diligence prior to proposing a formal agreement to develop the Project. The process to determine the scope and cost of third-party consultant reports to be funded by the City is described in Section 2.a of this MOU.

e. Consideration of Tax Increment Financing and/or Similar Financial Incentives: Parkside and the City anticipate the possibility that income from the rental or sale of the Project may not be sufficient to "carry" the Project's development costs and make the Project financially feasible, without a contribution of City and/or other public funds through the TAD and possibly other sources (hereafter collectively referred to as a "City TAD Contribution"). If needed, a City TAD Contribution would be targeted to (a) construct supportive Public Improvements, including water, sewer, stormwater or related infrastructure improvements, parking facilities, parks, streetscapes and related pedestrian amenities, and/or (b) write down total development costs to a level that can be supported by achievable commercial and/or residential rents or sales prices. The Parties agree that in order for the City to achieve its redevelopment objectives, commercial rents in particular may need to be discounted to a level that start-up businesses can sustain until Old Town evolves as a commercial location.

f. The calculation of the City TAD Contribution will be determined as Project costs are better estimated and finalized during negotiation of the Development Agreement, whereupon the final agreed upon sum will become the "Approved City TAD Contribution" to the Project. If the City agrees to an Approved City TAD Contribution, such contribution may be delivered (a) as incurred and implemented by the City directly, (b) reimbursed to Parkside after the City's issuance of bonds or other forms of financing and disbursed to Parkside on a percent completion basis, according to a schedule to be negotiated in the Development Agreement, or (c) delivered as an annual reimbursement of tax allocation increment, possibly supplemented by other identified revenue sources, over either a specific number of years or over the remaining life of the TAD, whichever occurs first.

g. Negotiation of Compensation Terms to the City in Exchange for Development Rights: The Parties agree that compensation to the City for any City Parcels included in the Project, to be purchased by Parkside, will be negotiated as part of the Development Agreement. Terms of compensation will be based in part on (a) the amount of leasable commercial square footage and/or number of residential units allowed by zoning, (b) the scope and cost of Public Improvements that the City agrees to incur to enhance the value of the Project and (c) any remaining "excess" project construction costs that cannot be supported by the Project's forecasted future rental income, as demonstrated in a development proforma. The City may, at its sole discretion and expense, commission an appraisal of City Parcels that Parkside may propose to acquire. Based on the findings of that appraisal, or other suitable formula derived by the City, the City may contribute all or part of the City Parcels' market value as a component of its total approved City TAD Contribution to the Project. Should the Parties agree to a remaining cash payment by Parkside for one or more City Parcels, the City agrees to dedicate such payments to reimburse itself for City costs incurred to deliver its commitments under the Development Agreement. The sum of such cash payment by

Parkside to the City, if any, will be specified in the Development Agreement, subject to further negotiation and confirmation as costs are better defined.

2. Responsibilities of Parkside:

   a. Parkside agrees that any third-party consultant fees to be paid by the City will be based on the following procedure, terms, and conditions:

      i. Within thirty days of the Effective Date, Parkside will obtain a written scope of work and fee proposal from each third-party consultant (hereafter "Consultant Proposal" or collectively "Consultant Proposals") Parkside wishes to engage to support its due diligence. Parkside will assemble the Consultant Proposals and submit the combined proposals with a budget request to the City for funding to support Parkside's planned due diligence. The Parties agree that the estimated budget for City funding to be requested by Parkside to support due diligence activities during the MOU phase, will be seventy-five thousand dollars ($75,000).

      ii. The collective Consultant Proposals must be submitted to and authorized by the City Manager, subject to possible further approval by the City Council as necessary before any City funds can be used for such purposes. The City Manager will review the submitted Consultant Proposals for reasonableness and may request that the City and Parkside negotiate together with one or more proposers to adjust the applicable scope of work or fee estimate if necessary to clarify the analysis to be performed, to better satisfy the City's objectives or need for the information to be produced, or to remain within the total budget authorized in Section 2.a.(i).

      iii. After such proposals are approved, each third-party consultant participating in the Project will be retained by the City of Flowery Branch under a "Consultant Contract" and be subject to terms and conditions that the City customarily applies to such agreements. The City will retain the ultimate responsibility to verify satisfactory completion of each Consultant Contract and to approve the payment of interim and final invoices to each consultant, subject to Parkside's review and written concurrence that the work was performed to Parkside's satisfaction. All work products produced under the terms of each Consultant Contract will become the property of the City.

      iv. The City's approval of the consultants selected by Parkside, as well as their respective proposals, will not be unreasonably withheld. However, in the possible event that the City Manager and Parkside are unable to agree on one or more provisions of an individual Consultant Proposal, the City may agree to approve and fund a part of such proposal and Parkside may authorize and pay for additional work that is outside of the approved Consultant Contract with the City, at Parkside's expense.

b. During the due diligence investigations, Parkside will be responsible for (i) managing its assembled consultant team (ii) assembling and reviewing appropriate documentation to support all interim and final invoices to be submitted to the City, (iii) confirming that that the work was performed to Parkside's satisfaction and (iv) reviewing and providing preliminary approval of all associated deliverables before their submission to the City.

c. Parkside agrees to employ its own personnel and at Parkside's sole expense to complete all additional investigations and to engage in all other activities needed to determine whether and under what conditions, Parkside will propose to acquire one or more City Parcels, together or in phases, to develop one or more Projects in accordance with the City's Redevelopment Plan.

d. Parkside agrees to verbally brief the City Manager a minimum of once per month on its progress during the term of the MOU and to attend and deliver a minimum of one interim progress report, in person, at a regularly scheduled meeting of the Flowery Branch City Council to discuss the overall status of Parkside's progress, the firm's initial findings or impressions concerning the potential scope of a Project it may propose to undertake, and any related issues or concerns Parkside encountered that the City should be made aware of. If requested by the City Council, Parkside will also agree to attend an additional public meeting to present its findings and receive input from residents and other Old Town stakeholders regarding the scope of Parkside's potential proposal to the City.

e. At the conclusion of its due diligence, Parkside agrees to submit written findings to the City addressing Parkside's decision to either proceed or not proceed to a Development Agreement. In the event that Parkside desires to proceed to a Development Agreement, such findings will include (a) a statement of Parkside's interest and intent to acquire and develop one or more City Parcels, (b) describe and/or illustrate the proposed redevelopment plan and uses for the City Parcel(s), (c) outline Parkside's initial proposed terms and conditions of a Development Agreement as starting deal points for further negotiation, and (d) propose a timeline and list of additional tasks that will need to be completed prior to conveying the associated City Parcels for development. In the event that Parkside decides not to proceed beyond the MOU, written findings will explain those factors which caused that decision to be made and suggest steps the City might consider to make the Project more attractive to other potential developers.

3. Responsibilities of the City

a. The City agrees to provide Parkside with access to the applicable City Parcels and to share relevant information the City possesses to assist in the due diligence process, including but not necessarily limited to information regarding the existence of any restrictive covenants, conditions, regulations, or ordinances, including but not limited to, any historic preservation requirements or environmental conditions that would prohibit, restrict, or limit the Parkside's intended Project. The City will also provide a final determination regarding whether City Parcels identified in Exhibit A (individually or collectively) are required to be rezoned to allow the development of the specific Project to be proposed by Parkside.

b. Should the scope of due diligence include a "Phase I Environmental Report" (according to the customary definition and scope of such an analysis) to be prepared by a qualified engineer on all City Parcels that Parkside may propose to acquire, the City shall provide an environmental guarantee on said City Parcels. In this case, "environmental guarantee" shall mean that if any City Parcel intended to be conveyed or developed by Parkside pursuant to the Development Agreement is discovered to have any type of hazardous materials or environmental contamination, the City shall take one or more of the following actions with respect to such Parcel: (a) agree to exclude the Parcel from the Project; (b) reimburse Parkside for any costs associated with remediating such contaminated City Parcel to a standard required for its proposed use, and/or (c) relieve Parkside from any obligations contained in the Development Agreement with respect to such City Parcel.

c. Upon execution of the Development Agreement, the City agrees to defer action on the commitment of additional tax allocation increments to any other future development proposals within the TAD, until such time as funding for the Project is secured. Excepting existing development agreements with other parties, the City also agrees to prioritize the delivery of future annual payments of tax allocation increments to Parkside, and to subordinate the payment of future commitments of TAD funds for other purposes to the satisfactory payment of obligations due to Parkside.

d. The City will be responsible for determining the best method to convey the City Parcel(s) that may be acquired by Parkside, possibly using the Gainesville/Hall County Development Authority as a conduit to facilitate the property transfer.

e. The City will make every reasonable effort to cause the conveyance of the respective City Parcel(s) in accordance with the mutually agreed timeline, terms and conditions contained in the Development Agreement.

4. End Dates and Provisions for Extending the Term of the MOU and Entering into a Development Agreement.

a. Term of the MOU: This MOU will expire at midnight on _______________, (120 days) unless the Parties agree in writing to extend the term of this MOU or replace the MOU with an executed Development Agreement, as described herein. Upon receiving a written request from Parkside, the City will agree to grant one automatic extension of up to 30 additional days. Further extensions beyond the first 30-day extension period will require the City's agreement in writing.

b. Termination: Notwithstanding the provisions stated above, either Party may terminate its participation in the discussions contemplated by this MOU at any time and for any reason by giving the other Party written notice of the termination. Signed, e-mailed, faxed, or regular mail documents shall constitute an original written notice. However, should Parkside decide to terminate its participation in the MOU before all Consultant Contracts as described in Section 2(a) are fully complete, Parkside agrees to continue to perform its obligations under the terms of those Consultant Contracts and, if directed by the City Manager, will ensure that all remaining work products and deliverables desired by the City are completed and delivered according to the terms of those contracts.

c. Preservation of Development Rights to Remaining City Parcels: If Parkside determines that the scope of the Development Agreement should only address the acquisition of certain City Parcels, and Parkside desires to retain development rights to additional City Parcels as a second phase (or additional future phases), the City may agree to grant Parkside exclusive rights to develop a "Phase II" to be described in the Development Agreement, for a maximum period of three (3) years (the "Option Period") from the effective date of what shall then become the "Phase I" Development Agreement. Prior to the expiration of the Option Period, Parkside agrees to present a definitive proposal and to request an amendment to the Development Agreement to incorporate Phase II. Such amendment shall propose terms to finalize the intended use, development cost, compensation terms, and commencement date for Phase II. The Parties must mutually agree in writing in order to extend the term of the Option Period beyond three years. If at the end of the Option Period Parkside fails to present plans to begin Phase II, or the City does not agree to extend the term of the Option Period, Parkside shall have no further rights to Phase II and the City shall be free to negotiate with other interested parties.

d. Parkside may not assign its development rights to "Phase II" City Parcels at any point during the Option Period without the prior written agreement of the City; provided, however, Parkside may assign such development rights to a related affiliated entity without the City's prior approval.

e. As indicated in this MOU and to be further addressed in a subsequent Development Agreement, Parkside and the City agree to work together toward the common goal of rezoning any of the City Parcels as required. Simultaneously, Parkside will cooperate with the City to ensure that the City Parcels to be conveyed to Parkside for the Project (or Phase I of the Project) shall be rezoned to the use provided in the agreed upon Project plan. Parkside will provide all exhibits, plans, elevations, and other documentation to fully illustrate and describe the development of the Project, including any associated public improvements Parkside may propose to construct on a design build basis. Parkside will also coordinate closely with the City during this process to ensure that the scope and cost of "Phase I Public Improvements" are realistic and within the capacity of the City to finance. If at any point, the Parties cannot agree on the design or budget parameters of any City Parcel that is within the scope of the Project, that parcel will be excluded from the Project. The City agrees to reimburse Parkside for its actual, documented cost incurred to date for the excluded City Parcel. If mutually agreed by the Parties, the remainder of the Project will proceed.

f. If determined to be necessary and in the City's interest, Parkside and the City will prepare an application and apply to the TAD Advisory Committee (the “TADAC”) to receive tax allocation increments to support implementation of the Project (the “TAD Application”). The TAD application will be a joint application by Parkside and the City. Parkside agrees to cooperate with the City to prepare all documentation needed for the Application to be presented, and to respond to questions posed by the TADAC.

5. Miscellaneous Provisions

   a. Parties to this MOU hereby represent and warrant that such Party has full power and authority to enter into this MOU, to consummate the transactions that are contemplated hereby and that no approvals or signatures are required for such Party to be bound by this MOU and that neither entering into this MOU, nor the performance of that Party's obligations under this MOU, will violate the terms of any contract, agreement or instrument to which that Party is currently subject.

   b. This MOU is the entire understanding between the Parties with respect to the subject matter hereof, superseding any other written or oral representations, statements or understandings. The Parties acknowledge that they may enter into further agreements to fully implement duties, obligations, and undertakings outlined herein.

   c. This MOU shall be subject to and construed under the laws of the State of Georgia without reference to its choice of law rules. The Superior Court of Hall County, Georgia shall have exclusive jurisdiction to try any disputes arising under or by virtue of this MOU.

   d. This MOU may be executed in one or more counterparts and all such executed counterparts taken together shall constitute the same agreement. This MOU may be delivered by facsimile or e-mail shall be as binding upon such Party as if such Party had delivered a counterpart of this MOU with such party's original signature thereon.

   e. Any waiver of any provision hereof, or the amendment of this MOU, must be in a writing signed by all Parties to be effective

6. Notices

Any notice, payment, demand, offer or communication required or permitted to be given by any provision of this MOU shall be deemed to have been delivered and given for all purposes (a) if the same is delivered personally or (b) whether or not the same is actually received, if sent by registered or certified mail and regular mail simultaneously, postage and charges prepaid, or (c) by FedEx or other reputable express courier service, or (d) by facsimile or electronic transaction to the party being given such notice addressed as follows:

If to THE CITY OF FLOWERY BRANCH,

Tonya Parrish, City Manager
5410 Pine Street
Flowery Branch, Georgia 30542
Telephone (770) 967-6731
Facsimile (770) 967-6481
E-mail: tonya@flowerybranchga.org

With a copy to:

Karen G. Thomas, City Attorney
Carothers & Mitchell, LLC
Attorneys at Law
1809 Buford Highway
Buford, GA 30518
Telephone (678) 730-0435
Facsimile (770) 932-6348
E-mail: karen.thomas@carmitch.com

If to PARKSIDE PARTNERS, LLC.

Parkside Partners, LLC
1776 Peachtree Street NW
Suite 200 S
Atlanta, GA 30309
Attn: Eli Green
E-mail: eg@parksidepartners.com

With a Copy to:

Miller Lavoie LLP
1275 Peachtree Street NE
Suite 550
Atlanta, GA 30309
Attn: Robert Rearden
E-mail: robert.rearden@millerlavoie.com

This Memorandum of Understanding may be executed in two (2) counterparts, with the understanding that each counterpart shall be deemed an original.

CITY OF FLOWERY BRANCH, GEORGIA

By: ___________________________
Its: ___________________________

PARKSIDE PARTNERS, LLC

By: ___________________________
Its: ___________________________


Exhibit A
Flowery Branch – City Parcels
1
2
3
4
5
6
7
8
Note: City Ownership of Parcel 8 includes the ground floor commercial space only.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 23-009 Third and Fourth Quarter Budget Amendment FY2023

COUNCIL MEETING DATE: September 7, 2023

HISTORY:
A budget is balanced when the sum of estimated revenues and appropriated fund balances is equal to expenditure/expense appropriations for each applicable fund. Revenue estimates and governmental needs change throughout the year which requires approval from Council for said budget amendments.

FACTS AND ISSUES:
See attachment A and B for 3rd and 4th quarter details.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve Resolution 23-009 Third and Fourth Quarter Amendment to the Budget for FY2023 as previously adopted on June 23, 2022.

SAMPLE MOTION:
I make a motion for the City Council to authorize approval of Resolution 23-009 3rd and 4th Quarter Amendment to the Budget for FY2023 as Previously Adopted on June 23, 2022, as presented in Attachment A and B.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- Attachment A - Resolution 23-009.pdf
- Attachment B - 3rd and 4th QTR Budget Adjustment Descriptions.pdf

- Resolution 23-009 Executive Summary.pdf
- Resolution 23-009.pdf

City of Flowery Branch
Request For Budget Adjustment

Flowery Branch

ATTACHMENT A

Fund/Department: 100

Effective Date: 3/31/2023

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
100-1500-531400	Admin / Books & Periodicals	1,000	(500)	500
100-1500-531600	Admin / Small Equipment	12,000	(1,100)	10,900
100-1500-523600	Admin / Cell Phones	1,320	350	1,670
100-1500-523601	Admin / Dues & Fees	7,800	750	8,550
100-1500-531701	Admin / Miscellaneous	3,500	500	4,000
(New vendor for cell phones, additional memberships needed, Employee Engagement expenses)				
100-2650-521201	Solicitor	20,800	(10,000)	10,800
100-2650-531705	Prison Costs	10,000	10,000	20,000
(Increased prison costs due to increase in arrests)				
100-7400-521201	PCD / Professional Sys & Projects	100,000	(10,650)	89,350
100-7400-521240	PCD / Legal Fees	40,000	(2,850)	37,150
100-7400-521209	PCD / Contracted Services (S&E)	125,000	7,500	132,500
100-7400-521300	PCD / Website & Software	25,000	3,000	28,000
100-7400-523200	PCD / Communications	900	150	1,050
100-7400-523250	PCD / Shipping & Postage	1,300	600	1,900
100-7400-531600	PCD / Small Equipment	8,000	2,250	10,250
(Adjust accounts for additional employee within department)				
100-1310-523500	Mayor / Travel Expense	2,000	(500)	1,500
100-1310-523700	Mayor / Education & Training	1,500	(500)	1,000
100-1310-521201	Mayor / Public Relations	500	1,000	1,500
(Adjustments for Mayor Tour of City)				
100-7540-531191	Tourism / Christmas Decorations	55,000	(200)	54,800
100-7540-531192	Tourism / Events Support	42,500	(750)	41,750
100-7540-523201	Tourism / Cell Phone	500	200	700
100-7540-531100	Tourism / Supplies & Materials	720	750	1,470
(Adjustments for additional cell phone and supplies)				
	Totals	$ 459,340	$ -	$ 459,340

Justification: RESOLUTION 23-009: BUDGET AMENDMENT TO FY2023 APPROVED BUDGET FROM JUNE 23, 2022.
(See Attachment A and Attachment B for additional details)

3RD QUARTER ENDING 3/31/2023

Approvals:

Finance Director: Matt H [signature] Date: 8/29/2023

City Manager: [signature] Date: 8/31/23.

Mayor: ______ Date:

Finance Department Use

Posted By: ______ Date Posted: ______

Council Action Required: Yes______ No ______ Budget Adjust. #: ______

W/ 3RD QTR BA RESOLUTION.

City of Flowery Branch
Request For Budget Adjustment

ATTACHMENT A

Fund/Department: 505 Effective Date: 3/31/2023

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
505-4400-521204	W / Engineering Fees	24,990	(1,010)	23,980
505-4400-512600	W / GA SUI	45	10	55
505-4400-531100	W / Supplies & Materials	2,500	1,000	3,500
(Adjust for water supplies and Unemployement Taxes)				
				-
	Totals	$ 27,535	$ -	$ 27,535

Justification: RESOLUTION 23-009: BUDGET AMENDMENT TO FY2023 APPROVED BUDGET FROM JUNE 23, 2022.
(See Attachment A and Attachment B for additional details)

3RD QUARTER ENDING 3/31/2023

Approvals:

Finance Director: Date: 8/29/23

City Manager: Date: 8/31/23.

Mayor: Date:

Finance Department Use

Posted By: Date Posted:

Council Action Required: Yes______ No ______ Budget Adjust. #:

W/ 3RD QTR BA RESOLUTION.

City of Flowery Branch
Request For Budget Adjustment

ATTACHMENT A

Fund/Department: 100 Effective Date: 6/19/2023

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
100-1565-541300	Capital Outlays - City Hall	40,000	(3,700)	36,300
100-1320-512400	City Manager / Retirement	5,351	(1,500)	3,851
100-1320-512910	City Manager / Car Allowance	7,000	(750)	6,250
100-1320-523220	City Manager / Cell Phone	960	(80)	880
100-1320-523600	City Manager / Dues & Fees	1,490	(400)	1,090
100-1320-511100	City Manager / Salary	67,776	3,700	71,476
100-1320-512100	City Manager / Health Insurance	1,031	80	1,111
100-1320-512200	City Manager / FICA & Medicare	5,185	750	5,935
100-1320-523500	City Manager / Travel Expenses	3,250	1,500	4,750
100-1320-523700	City Manager / Education & Training	1,750	400	2,150
Adjustments for various accounts within City Manager budget for benefits and additional conference				
100-1565-541300	Capital Outlays - City Hall	40,000	(3,475)	36,525
100-1570-523202	GA MTN Regional Commission	9,000	3,475	12,475
Adjustment for increased cost of annual fee from GA Mtn Regional Commission				
100-4210-511100	PW / Salaries	304,789	(42,525)	262,264
100-3210-511100	PD Admin / Salaries	179,659	1,500	181,159
100-3210-521292	PD / Technology Fund	40,909	100	41,009
100-3210-521300	PD / Website & Software	11,000	1,200	12,200
100-3210-521310	PD / IT Services	40,729	37,500	78,229
100-3210-523221	PD / Cell Phones	11,000	175	11,175
100-3210-531110	PD / Office Supplies	3,000	350	3,350
100-3210-531270	PD / Gasoline	66,750	1,700	68,450
PD Adjustments for increased costs of services				
100-0000-316200	Insurance Premium Tax	(680,350)	(11,672)	(692,022)
100-7540-321170	Tourism - Vendor Fees	(6,400)	(695)	(7,095)
100-7540-380000	Misc Revenue - Tourism	-	(88)	(88)
100-7540-381100	Rent - Depot	(5,000)	(12,550)	(17,550)
100-7540-381110	Rent - Community Room	(5,000)	(18,165)	(23,165)
100-7540-381110	Tourism - Merch Sales	(500)	(1,930)	(2,430)
100-7540-511100	Tourism / Salaries	76,974	11,750	88,724
100-7540-511300	Tourism / Overtime	-	200	200
100-7540-512100	Tourism / Health Insurance	11,708	11,450	23,158
100-7540-512200	Tourism / FICA & Medicare	5,866	900	6,766
100-7540-521300	Tourism / Website & Software	-	6,000	6,000
100-7540-521310	Tourism / IT Services	3,542	1,350	4,892
100-7540-531100	Tourism / Supplies & Materials	700	150	850
100-7540-531110	Tourism / Office Supplies	-	300	300
100-7540-531190	Tourism / Concert Expenses	22,850	8,000	30,850
100-7540-531600	Tourism Small Equipment	2,830	5,000	7,830
Adjustments for income received				
	Totals	$ 267,849	$ -	$ 267,849

Justification: RESOLUTION 23-009: BUDGET AMENDMENT TO FY2023 APPROVED BUDGET FROM JUNE 23, 2022.
(See Attachment A and Attachment B for additional details)

City of Flowery Branch
Request For Budget Adjustment

MID - 4TH QUARTER ENDING 6/19/2023

Approvals: Finance Director: Matthew [signature] Date: 8/29/2023

City Manager: [signature] Date: 8/31/23

Mayor: ______ Date:

Finance Department Use

Posted By: ______ Date Posted: ______

Council Action Required: Yes______ No ______ Budget Adjust. #: ______

W/ MID-4TH QTR BA RESOLUTION.

City of Flowery Branch
Request For Budget Adjustment

Flowery Branch

ATTACHMENT A

Fund/Department: 100 Effective Date: 6/30/2023

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
100-1110-521100	Council / Retreat	6,000	(2,000)	4,000
100-1110-523470	Council / Printing & Binding	1,000	(550)	450
100-1110-531100	Council / Supplies & Materials	1,500	(225)	1,275
100-1110-523500	Council / Travel Expense	3,000	2,550	5,550
100-1110-523700	Council / Education & Training	3,500	225	3,725
Adjustments for Council travel and Education/Training Expenses for GMA Conference				
100-1130-523603	City Clerk / Muni Code	18,288	(350)	17,938
100-1130-531100	City Clerk / Supplies & Materials	1,500	350	1,850
Adjustments for City Clerk Supplies & Materials for Additional Archive Boxes				
100-1130-511100	City Clerk / Salary	73,645	(1,837)	71,808
100-1320-511100	City Manager / Salary	71,476	625	72,101
100-1320-512200	City Manager / FICA & Medicare	5,935	42	5,977
100-1320-523500	City Manager / Travel Expenses	4,750	860	5,610
100-1320-523600	City Manager / Dues & Fees	1,090	155	1,245
100-1320-523700	City Manager / Education & Training	2,150	155	2,305
Adjustments for City Manager for End of Year Expenses				
100-1500-512100	Admin / Health Insurance	53,379	(2,632)	50,747
100-1500-512400	Admin / Retirement	18,084	(2,632)	15,452
100-1500-511100	Admin / Salaries	219,458	400	219,858
100-1500-521240	Admin / Legal Fees	46,200	1,319	47,519
100-1500-523300	Admin / Advertising	2,520	2,160	4,680
100-1500-523500	Admin / Travel Expenses	8,800	255	9,055
100-1500-523600	Admin / Dues & Fees	8,700	400	9,100
100-1500-531100	Admin / Supplies & Materials	3,500	315	3,815
100-1500-531701	Admin / Miscellaneous	9,000	415	9,415
Adjustments for Admin for End of Year Expenses				
100-1565-523900	Leasing Services - Commissions	85,000	(8,450)	76,550
100-1565-522100	City Hall & Bldg's / Cleaning	24,800	500	25,300
100-1565-523200	City Hall & Bldg's / Communications	30,000	3,250	33,250
100-1565-531100	City Hall & Bldg's / Supplies & Materials	5,400	1,900	7,300
100-1565-531230	City Hall & Bldg's / Electricity	36,500	2,800	39,300
Adjustments for Service Calls and Needed Supplies				
100-2650-512400	Court Clerk / Retirement	10,390	(3,095)	7,295
100-2650-511100	Court Clerk / Salary	98,895	315	99,210
100-2650-521201	Solicitor	10,800	400	11,200
100-2650-531705	Prison Costs	20,000	2,380	22,380
Adjustments for Additional Court Date Solicitor Required and Final Prison Invoice				
100-3210-511100	PD Admin / Salaries	181,159	(3,180)	177,979
100-3210-511300	PD Admin / Overtime	2,055	(1,160)	895
100-3210-512400	PD Admin / Retirement	18,926	(6,285)	12,641
100-3210-521110	PD / Drug Testing	2,500	(2,000)	500
100-3210-531795	PD / Uniforms	14,000	(1,035)	12,965
100-3210-521292	PD / Technology	41,009	1,160	42,169
100-3210-522205	PD / Vehicle Repairs & Maint	30,000	4,285	34,285
100-3210-523700	PD / Education & Training	22,000	475	22,475
100-3210-531270	PD / Gasoline	68,450	6,560	75,010
100-3210-531600	PD / Small Equipment	18,000	550	18,550

City of Flowery Branch
Request For Budget Adjustment

100-3210-531620	PD / Safety Vests	5,000	630	5,630
Adjustments for PD Admin for Additional Vehicles and Staff				
100-3223-511301	Patrol / Event Support Overtime	3,000	(875)	2,125
100-3223-511300	Patrol / Overtime	27,961	875	28,836
Adjustments for PD Overtime				
100-4210-521200	PW / Legal Fees	22,190	(985)	21,205
100-4210-511301	PW / Event Support Overtime	600	175	775
100-4210-522200	PW / Repairs & Maint.	7,500	260	7,760
100-4210-522205	PW / Vehicle Repairs & Maint.	12,000	250	12,250
100-4210-531100	PW / Supplies & Materials	10,800	300	11,100
Adjustments for PW End of Year Items				
100-5530-522200	Depot & Comm Rm / Caboose Repairs	46,650	(1,150)	45,500
100-5530-522100	Depot & Comm Rm / Cleaning	7,500	200	7,700
100-5530-523200	Depot / Communications	11,350	950	12,300
Adjustments for Depot and Community Room Elevator Phone and Additional Cleaning				
100-7400-521275	PCD / Zoning Plan	72,000	(735)	71,265
100-7400-523500	PCD / Travel Expenses	4,150	120	4,270
100-7400-523600	PCD / Dues & Fees	2,050	135	2,185
100-7400-531100	PCD / Supplies & Materials	2,000	220	2,220
100-7400-531110	PCD / Office Supplies	4,300	10	4,310
100-7400-531600	PCD / Small Equipment	12,450	250	12,700
Adjustments for Planning Related to Additional Employees				
100-7540-523200	Tourism / Communications	2,302	(1,000)	1,302
100-7540-523500	Tourism / Travel Expenses	3,000	(155)	2,845
100-7540-531192	Tourism / Events Support	41,750	(2,000)	39,750
100-7540-521201	Tourism / Public Relations	3,500	270	3,770
100-7540-523300	Tourism / Advertising	3,800	700	4,500
100-7540-531191	Tourism / Christmas Decorating	54,800	145	54,945
100-7540-531600	Tourism / Small Equipment	7,830	2,040	9,870
Adjustments for Tourism Final Expenses for Events				
	Totals	$ 1,651,842	$ -	$ 1,651,842

Justification: RESOLUTION 23-009: BUDGET AMENDMENT TO FY2023 APPROVED BUDGET FROM JUNE 23, 2022.
(See Attachment A and Attachment B for additional details)

4TH QUARTER ENDING 6/30/2023

Approvals: Finance Director: [signature] Date: 8/29/2023

City Manager: [signature] Date: 8/31/23.

Mayor: ____________ Date:

Finance Department Use

Posted By: ____________ Date Posted: ____________

Council Action Required: Yes______ No ______ Budget Adjust. #: ____________

W/ 4TH QTR BA RESOLUTION.

City of Flowery Branch
Request For Budget Adjustment

ATTACHMENT A

Flowery Branch

Fund/Department: 505 Effective Date: 06/30/20203

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
505-1500-523250	W/S Admin / Shipping & Postage	10,000	(720)	9,280
505-1500-521204	W/S Admin / Professional Services	55,000	500	55,500
505-1500-523210	W/S Admin / Call Notifications	1,000	220	1,220
Adjustments for W/S Admin Final Expenses				
505-4300-521204	S / Electricity	45,000	(255)	44,745
505-4300-512400	S / Retirement	16,044	(5,000)	11,044
505-4300-522110	S / Sludge Disposal	275,000	(5,000)	270,000
505-4300-531120	S / Chemicals	265,000	(3,340)	261,660
505-4300-523250	S / Shipping & Postage	250	60	310
505-4300-531230	S / Electricity	161,000	13,340	174,340
505-4300-531270	S / Gasoline & Diesel	12,000	195	12,195
Adjustments for Sewer Final Expenses				
505-4334-522200	L/S / Repairs & Maint.	45,000	(2,330)	42,670
505-4334-531240	L/S / Propane	3,500	(850)	2,650
505-4334-531210	L/S / Water	27,500	3,180	30,680
Adjustments for Lift Stations Water Expenses				
505-4400-531110	W / Meter Purchases	50,000	(2,450)	47,550
505-4400-531100	W / Supplies & Materials	4,500	2,450	6,950
Adjustments for Water Supplies & Materials				
				-
	Totals	$ 970,794	$ -	$ 970,794

Justification: RESOLUTION 23-009: BUDGET AMENDMENT TO FY2023 APPROVED BUDGET FROM JUNE 23, 2022.
(See Attachment A and Attachment B for additional details)

4TH QUARTER ENDING 6/30/2023

Approvals:

Finance Director: [signature] Date: 8/28/23

City Manager: [signature] Date: 8/31/23.

Mayor: Date:

Finance Department Use

Posted By: Date Posted:

Council Action Required: Yes_______ No _______ Budget Adjust. #:

W/ 4TH QTR BA RESOLUTION.

City of Flowery Branch

Budget Adjustment Report

Adjustment Detail

For Date Range: 01/10/2023 - 06/30/2023

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Budget Code: Approved Final - Approved	**Fiscal: FY2023**					
Fund: 100 - GENERAL FUND						
Revenue						
100-0000-311100	Real Prop Taxes - Current Year			-2,431,961.00	70,000.00	-2,361,961.00
BA0000546	Reduce Property tax for TAD portion	GLPKT13791	03/29/2023		70,000.00	
100-0000-316200	Insurance Premium Tax			-505,000.00	-11,672.00	-516,672.00
BA0000580	Tourism Adjustments	GLPKT14391	06/19/2023		-11,672.00	
100-7540-321170	Tourism - Vendor Fees			0.00	-695.00	-695.00
BA0000580	Tourism Adjustments	GLPKT14391	06/19/2023		-695.00	
100-7540-380000	Misc Revenue - Tourism			0.00	-88.00	-88.00
BA0000580	Tourism Adjustments	GLPKT14391	06/19/2023		-88.00	
100-7540-381100	Rent - Depot			0.00	-12,550.00	-12,550.00
BA0000580	Tourism Adjustments	GLPKT14391	06/19/2023		-12,550.00	
100-7540-381110	Rent - Community Room			0.00	-18,165.00	-18,165.00
BA0000580	Tourism Adjustments	GLPKT14391	06/19/2023		-18,165.00	
100-7540-389100	Tourism - Merch Sales			0.00	-1,930.00	-1,930.00
BA0000580	Tourism Adjustments	GLPKT14391	06/19/2023		-1,930.00	
			Revenue Total:	**-2,936,961.00**	**24,900.00**	**-2,912,061.00**
Expense						
100-0000-579000	Contingency			134,248.00	-50,000.00	84,248.00
BA0000559	Establish Tourism and Police Utility Vehicle P...	GLPKT14302	06/08/2023		-50,000.00	
100-0000-611350	Transfer out 350 - Local Resources Fund			0.00	0.00	0.00
BA0000559	Establish Tourism and Police Utility Vehicle P...	GLPKT14302	06/08/2023		50,000.00	
BA0000560	Establish Tourism and Police Utility Vehicle P...	GLPKT14304	06/08/2023		-50,000.00	
100-1110-511101	Council / Meeting Per Diem			1,500.00	-1,000.00	500.00
BA0000561	Council Travel - Conference in June	GLPKT14391	06/19/2023		-1,000.00	
100-1110-521100	Council / Retreat			6,000.00	-2,000.00	4,000.00
BA0000582	Council Travel Expense	GLPKT14977	06/30/2023		-2,000.00	
100-1110-523470	Council / Printing & Binding			1,000.00	-550.00	450.00
BA0000582	Council Travel Expense	GLPKT14977	06/30/2023		-550.00	
100-1110-523500	Council / Travel Expense			2,000.00	3,550.00	5,550.00
BA0000561	Council Travel - Conference in June	GLPKT14391	06/19/2023		1,000.00	
BA0000582	Council Travel Expense	GLPKT14977	06/30/2023		2,550.00	
100-1110-523700	Council / Edu. & Training			2,000.00	1,725.00	3,725.00
BA0000561	Council - Travel and Education Conference	GLPKT14391	06/19/2023		1,500.00	
BA0000582	Council Education & Training	GLPKT14977	06/30/2023		225.00	
100-1110-531100	Council / Supplies & Material (EDC)			3,000.00	-1,725.00	1,275.00
BA0000561	Council - Travel and Education Conference	GLPKT14391	06/19/2023		-1,500.00	
BA0000582	Council Education & Training	GLPKT14977	06/30/2023		-225.00	
100-1130-511100	City Clerk / Salary			73,645.00	-1,837.00	71,808.00
BA0000584	City Manager Expenses	GLPKT14977	06/30/2023		-1,837.00	
100-1130-512600	City Clerk / GA SUI			4.00	12.00	16.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		12.00	
100-1130-523500	City Clerk / Travel Expenses			4,000.00	500.00	4,500.00
BA0000562	City Clerk Travel - Conference in June	GLPKT14391	06/19/2023		500.00	
100-1130-523600	City Clerk / Dues & Fees			200.00	200.00	400.00

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
BA0000562	City Clerk Dues	GLPKT14391	06/19/2023		200.00	
100-1130-523603	City Clerk / Muni Code			20,000.00	-1,912.00	18,088.00
BA0000535	City Clerk Small Equipment for Printer Lease	GLPKT13495	02/22/2023		-550.00	
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-12.00	
BA0000562	City Clerk Dues	GLPKT14391	06/19/2023		-200.00	
BA0000562	City Clerk Small Equipment	GLPKT14391	06/19/2023		-300.00	
BA0000562	City Clerk Travel - Conference in June	GLPKT14391	06/19/2023		-500.00	
BA0000583	City Clerk Supplies & Materials	GLPKT14977	06/30/2023		-350.00	
100-1130-531100	City Clerk / Supplies & Materials			1,500.00	350.00	1,850.00
BA0000583	City Clerk Supplies & Materials	GLPKT14977	06/30/2023		350.00	
100-1130-531600	City Clerk / Small Equipment			1,910.00	850.00	2,760.00
BA0000535	City Clerk Small Equipment for Printer Lease	GLPKT13495	02/22/2023		550.00	
BA0000562	City Clerk Equipment	GLPKT14391	06/19/2023		300.00	
100-1310-512200	Mayor / FICA & Medicare			689.00	175.00	864.00
BA0000571	Mayor FICA & Medicare	GLPKT14391	06/19/2023		175.00	
100-1310-521201	Mayor / Public Relations			500.00	1,000.00	1,500.00
BA0000552	Mayor Public Relations - Tour	GLPKT13969	03/31/2023		1,000.00	
100-1310-523500	Mayor / Travel Expense			2,000.00	-675.00	1,325.00
BA0000552	Mayor Public Relations - Tour	GLPKT13969	03/31/2023		-500.00	
BA0000571	Mayor FICA & Medicare	GLPKT14391	06/19/2023		-175.00	
100-1310-523700	Mayor / Education & Training			1,500.00	-500.00	1,000.00
BA0000552	Mayor Public Relations - Tour	GLPKT13969	03/31/2023		-500.00	
100-1320-511100	City Manager/ Salary			67,776.00	4,325.00	72,101.00
BA0000563	City Manager Salary	GLPKT14391	06/19/2023		3,700.00	
BA0000584	City Manager Salary	GLPKT14977	06/30/2023		625.00	
100-1320-512100	City Manager / Health Insurance			1,031.00	80.00	1,111.00
BA0000563	City Manager Health	GLPKT14391	06/19/2023		80.00	
100-1320-512200	City Manager/ FICA & Medicare			5,185.00	792.00	5,977.00
BA0000563	City Manager FICA & Medicare	GLPKT14391	06/19/2023		750.00	
BA0000584	City Manager FIC & Medicare	GLPKT14977	06/30/2023		42.00	
100-1320-512400	City Manager / Retirement			5,351.00	-1,500.00	3,851.00
BA0000563	Travel - Conference in June	GLPKT14391	06/19/2023		-1,500.00	
100-1320-512600	City Manager/ GA SUI			2.00	10.00	12.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		10.00	
100-1320-512910	City Manager / Car Allowance			3,000.00	-750.00	2,250.00
BA0000563	City Manager FICA & Medicare	GLPKT14391	06/19/2023		-750.00	
100-1320-523220	City Manager / Cell Phone			960.00	-80.00	880.00
BA0000563	City Manager Health Ins	GLPKT14391	06/19/2023		-80.00	
100-1320-523500	City Manager / Travel Expenses			3,000.00	2,610.00	5,610.00
BA0000543	City Manager Travel Expenses	GLPKT13495	02/28/2023		250.00	
BA0000563	Travel - Conference in June	GLPKT14391	06/19/2023		1,500.00	
BA0000584	City Manager Travel Expense	GLPKT14977	06/30/2023		860.00	
100-1320-523600	City Manager/ Dues & Fees			1,500.00	-255.00	1,245.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-10.00	
BA0000563	Education & Training	GLPKT14391	06/19/2023		-400.00	
BA0000584	City Manager Dues & Fees	GLPKT14977	06/30/2023		155.00	
100-1320-523700	City Manager / Edu. & Train.			3,000.00	305.00	3,305.00
BA0000543	City Manager Travel Expenses	GLPKT13495	02/28/2023		-250.00	
BA0000563	Education & Training	GLPKT14391	06/19/2023		400.00	
BA0000584	City Manager Education & Training	GLPKT14977	06/30/2023		155.00	
100-1500-511100	Admin / Salaries			203,708.00	16,150.00	219,858.00
BA0000564	Admin Salaries	GLPKT14391	06/19/2023		15,750.00	
BA0000585	Admin Salary	GLPKT14977	06/30/2023		400.00	

Budget Adjustment Report **For Date Range: 01/10/2023 - 06/30/2023**

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
100-1500-511300	Admin / Overtime			11,091.00	-10,000.00	1,091.00
BA0000564	Admin Legal Fees	GLPKT14391	06/19/2023		-7,500.00	
BA0000564	Admin Misc	GLPKT14391	06/19/2023		-2,500.00	
100-1500-512100	Admin / Health Insurance			50,029.00	718.00	50,747.00
BA0000564	Admin Health Insurance	GLPKT14391	06/19/2023		3,350.00	
BA0000585	Admin End of Year Adjustments	GLPKT14977	06/30/2023		-2,632.00	
100-1500-512400	Admin / Retirement			21,434.00	-5,982.00	15,452.00
BA0000564	Admin Health Insurance	GLPKT14391	06/19/2023		-3,350.00	
BA0000585	Admin End of Year Adjustments	GLPKT14977	06/30/2023		-2,632.00	
100-1500-512600	Admin / GA SUI			12.00	15.00	27.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		15.00	
100-1500-512700	Admin / Workers Comp.			100,000.00	-32,250.00	67,750.00
BA0000564	Admin Salaries	GLPKT14391	06/19/2023		-15,750.00	
BA0000564	Admin IT Services	GLPKT14391	06/19/2023		-14,000.00	
BA0000564	Admin Misc	GLPKT14391	06/19/2023		-2,500.00	
100-1500-521204	Admin / Prof. Svs / Eng / Appraisals			10,000.00	14,000.00	24,000.00
BA0000536	Admin - Professional Services and Dues/Fees	GLPKT13495	02/22/2023		14,000.00	
100-1500-521240	Admin / Legal Fees			40,000.00	8,819.00	48,819.00
BA0000564	Admin Legal Fees	GLPKT14391	06/19/2023		7,500.00	
BA0000585	Admin Legal Fees	GLPKT14977	06/30/2023		1,319.00	
100-1500-521245	Admin / Annual Audit Fees			35,000.00	-18,515.00	16,485.00
BA0000536	Admin - Professional Services and Dues/Fees	GLPKT13495	02/22/2023		-18,500.00	
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-15.00	
100-1500-521300	Admin / Website & Software Maintenance			12,000.00	1,030.00	13,030.00
BA0000564	Advertising, Website, Dues/Fees	GLPKT14391	06/19/2023		1,030.00	
100-1500-521310	Admin / IT Services			17,000.00	14,000.00	31,000.00
BA0000564	Admin IT Services	GLPKT14391	06/19/2023		14,000.00	
100-1500-523201	Admin / Cell Phones			1,320.00	350.00	1,670.00
BA0000547	Cell Phone Adjustment for New Vendor	GLPKT13969	03/31/2023		350.00	
100-1500-523300	Admin / Advertising			3,000.00	2,180.00	5,180.00
BA0000564	Advertising, Website, Dues/Fees	GLPKT14391	06/19/2023		20.00	
BA0000585	Admin Advertising	GLPKT14977	06/30/2023		2,160.00	
100-1500-523500	Admin / Travel Expenses			10,000.00	-945.00	9,055.00
BA0000564	Advertising, Website, Dues/Fees	GLPKT14391	06/19/2023		-1,200.00	
BA0000585	Admin Travel Expenses	GLPKT14977	06/30/2023		255.00	
100-1500-523600	Admin / Dues & Fees			5,000.00	3,800.00	8,800.00
BA0000536	Admin - Professional Services and Dues/Fees	GLPKT13495	02/22/2023		2,500.00	
BA0000547	Dues & Fees Adjustment for Additional Me…	GLPKT13969	03/31/2023		750.00	
BA0000564	Advertising, Website, Dues/Fees	GLPKT14391	06/19/2023		150.00	
BA0000585	Admin Dues & Fees	GLPKT14977	06/30/2023		400.00	
100-1500-531100	Admin / Supplies & Materials			3,500.00	315.00	3,815.00
BA0000585	Admin Supplies & Materials	GLPKT14977	06/30/2023		315.00	
100-1500-531400	Admin / Books & Periodicals			1,000.00	-500.00	500.00
BA0000547	Misc Adjustment for Employee Engagement …	GLPKT13969	03/31/2023		-500.00	
100-1500-531600	Admin / Small Equipment			12,000.00	-1,100.00	10,900.00
BA0000547	Cell Phone Adjustment for New Vendor	GLPKT13969	03/31/2023		-350.00	
BA0000547	Dues & Fees Adjustment for Additional Me…	GLPKT13969	03/31/2023		-750.00	
100-1500-531701	Admin / Miscellaneous			0.00	7,915.00	7,915.00
BA0000536	Admin - Professional Services and Dues/Fees	GLPKT13495	02/22/2023		2,000.00	
BA0000547	Misc Adjustment for Employee Engagement …	GLPKT13969	03/31/2023		500.00	
BA0000564	Admin Misc	GLPKT14391	06/19/2023		5,000.00	
BA0000585	Admin Miscellaneous	GLPKT14977	06/30/2023		415.00	
100-1565-521010	City Hall & Bldg's / Security			9,500.00	3,800.00	13,300.00

Account Number	Account Name			Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description	Packet Number	Post Date		Amount	
BA0000565	City Hall & Bldgs	GLPKT14391	06/19/2023		3,800.00	
100-1565-522100	City Hall & Bldg's / Cleaning			19,500.00	5,800.00	25,300.00
BA0000565	City Hall & Bldgs	GLPKT14391	06/19/2023		5,300.00	
BA0000586	City Hall & Buildings Cleaning Services	GLPKT14977	06/30/2023		500.00	
100-1565-523200	City Hall & Bldg's / Communications			25,000.00	8,250.00	33,250.00
BA0000565	City Hall & Bldgs	GLPKT14391	06/19/2023		5,000.00	
BA0000586	City Hall & Buildings Communications	GLPKT14977	06/30/2023		3,250.00	
100-1565-523900	Leasing Services - Commissions			105,000.00	-28,450.00	76,550.00
BA0000544	City Hall & Bldg's Supplies & Materials	GLPKT13495	02/28/2023		-1,000.00	
BA0000565	City Hall & Bldgs	GLPKT14391	06/19/2023		-19,000.00	
BA0000586	City Hall & Buildings Adjustments	GLPKT14977	06/30/2023		-8,450.00	
100-1565-531100	City Hall & Bldg's/ Supplies & Materials			4,000.00	3,300.00	7,300.00
BA0000544	City Hall & Bldg's Supplies & Materials	GLPKT13495	02/28/2023		1,000.00	
BA0000565	City Hall & Bldgs	GLPKT14391	06/19/2023		400.00	
BA0000586	City Hall & Buildings Supplies & Materials	GLPKT14977	06/30/2023		1,900.00	
100-1565-531211	City Hall & Bldg's / Water & Sewer			8,000.00	3,000.00	11,000.00
BA0000565	City Hall & Bldgs	GLPKT14391	06/19/2023		3,000.00	
100-1565-531230	City Hall & Bldg's / Electricity			35,000.00	4,300.00	39,300.00
BA0000565	City Hall & Bldgs	GLPKT14391	06/19/2023		1,500.00	
BA0000586	City Hall & Buildings Electricity	GLPKT14977	06/30/2023		2,800.00	
100-1565-541300	Capital Outlays - City Hall			40,000.00	-7,175.00	32,825.00
BA0000563	City Manager Salary	GLPKT14391	06/19/2023		-3,700.00	
BA0000573	GA Mtn Regional Commission	GLPKT14391	06/19/2023		-3,475.00	
100-1570-523202	GA Mtn Regional Commission			9,000.00	3,475.00	12,475.00
BA0000573	GA Mtn Regional Commission	GLPKT14391	06/19/2023		3,475.00	
100-2650-511100	Court Clerk / Salary			98,895.00	315.00	99,210.00
BA0000587	Municipal Court Salary	GLPKT14977	06/30/2023		315.00	
100-2650-512400	Court Clerk / Retirement			10,390.00	-3,095.00	7,295.00
BA0000587	Municipal Court Adjustments	GLPKT14977	06/30/2023		-3,095.00	
100-2650-512600	Court Clerk / GA SUI			8.00	10.00	18.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		10.00	
100-2650-521201	Solicitor			20,800.00	-9,600.00	11,200.00
BA0000549	Court - Increased Prison Costs	GLPKT13969	03/31/2023		-10,000.00	
BA0000587	Municipal Court Solicitor	GLPKT14977	06/30/2023		400.00	
100-2650-521202	Public Defender			1,336.00	-10.00	1,326.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-10.00	
100-2650-531705	Prison Costs			10,000.00	12,380.00	22,380.00
BA0000549	Court - Increased Prison Costs	GLPKT13969	03/31/2023		10,000.00	
BA0000587	Municipal Court Prison Costs	GLPKT14977	06/30/2023		2,380.00	
100-3210-511100	PD Admin / Salaries			179,659.00	-1,680.00	177,979.00
BA0000575	PD Admin Salaries	GLPKT14391	06/19/2023		1,500.00	
BA0000588	PD Admin Adjustments	GLPKT14977	06/30/2023		-3,180.00	
100-3210-511300	PD Admin / Overtime			2,055.00	-1,160.00	895.00
BA0000588	PD Admin Adjustments	GLPKT14977	06/30/2023		-1,160.00	
100-3210-512400	PD Admin/ Retirement			18,926.00	-6,285.00	12,641.00
BA0000588	PD Admin Adjustments	GLPKT14977	06/30/2023		-6,285.00	
100-3210-512600	PD Admin / GA SUI			8.00	10.00	18.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		10.00	
100-3210-521110	PD / Drug Testing			2,500.00	-2,000.00	500.00
BA0000588	PD Admin Adjustments	GLPKT14977	06/30/2023		-2,000.00	
100-3210-521200	PD Admin / Legal Fees			0.00	1,250.00	1,250.00
BA0000545	Police Department Legal Fees	GLPKT13495	02/28/2023		1,250.00	
100-3210-521201	PD Admin / Public Relations			5,000.00	-10.00	4,990.00

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-10.00	
100-3210-521292	PD / Technology Fund Expense			30,240.00	1,260.00	31,500.00
BA0000575	PD Tech Fund	GLPKT14391	06/19/2023		100.00	
BA0000588	PD Admin Technology	GLPKT14977	06/30/2023		1,160.00	
100-3210-521300	PD/ Website & Software Maintenance			11,000.00	1,200.00	12,200.00
BA0000575	PD Website & Software	GLPKT14391	06/19/2023		1,200.00	
100-3210-521310	PD / IT Services			17,000.00	37,500.00	54,500.00
BA0000575	PD IT Services	GLPKT14391	06/19/2023		37,500.00	
100-3210-522205	PD / Vehicle Repairs & Maint.			30,000.00	4,285.00	34,285.00
BA0000588	PD Admin Vehicle Repairs & Maint.	GLPKT14977	06/30/2023		4,285.00	
100-3210-523221	PD / Cell Phones			11,000.00	175.00	11,175.00
BA0000575	PD Cell Phones	GLPKT14391	06/19/2023		175.00	
100-3210-523700	PD / Education & Training			10,000.00	475.00	10,475.00
BA0000588	PD Admin Education & Training	GLPKT14977	06/30/2023		475.00	
100-3210-531110	PD/ Office Supplies			3,000.00	350.00	3,350.00
BA0000575	PD Office Supplies	GLPKT14391	06/19/2023		350.00	
100-3210-531270	PD / Gasoline			68,000.00	7,010.00	75,010.00
BA0000545	Police Department Legal Fees	GLPKT13495	02/28/2023		-1,250.00	
BA0000575	PD Gasoline	GLPKT14391	06/19/2023		1,700.00	
BA0000588	PD Admin Gasoline	GLPKT14977	06/30/2023		6,560.00	
100-3210-531600	PD / Small Equipment			18,000.00	550.00	18,550.00
BA0000588	PD Admin Small Equipment	GLPKT14977	06/30/2023		550.00	
100-3210-531620	PD / Safety Vests/ B.P.			5,000.00	630.00	5,630.00
BA0000588	PD Admin Safety Vests	GLPKT14977	06/30/2023		630.00	
100-3210-531795	PD / Uniforms			14,000.00	-1,035.00	12,965.00
BA0000588	PD Admin Adjustments	GLPKT14977	06/30/2023		-1,035.00	
100-3223-511300	Patrol/ Overtime			27,961.00	875.00	28,836.00
BA0000589	Patrol Overtime	GLPKT14977	06/30/2023		875.00	
100-3223-511301	Patrol / Event Support Overtime			3,000.00	-875.00	2,125.00
BA0000589	Patrol Overtime	GLPKT14977	06/30/2023		-875.00	
100-3223-512100	Patrol / Health Insurance			262,891.00	-100.00	262,791.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-100.00	
100-3223-512600	Patrol / GA SUI			73.00	100.00	173.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		100.00	
100-4210-511100	PW / Salaries			304,789.00	-42,525.00	262,264.00
BA0000575	PD Admin Adjustments	GLPKT14391	06/19/2023		-42,525.00	
100-4210-511301	PW - Event Support Overtime			600.00	175.00	775.00
BA0000590	PW Event Support Overtime	GLPKT14977	06/30/2023		175.00	
100-4210-512600	PWs / GA SUI			21.00	10.00	31.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		10.00	
100-4210-521200	PWs / Legal Fees			25,000.00	-3,795.00	21,205.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-10.00	
BA0000566	PW Land Fill	GLPKT14391	06/19/2023		-2,000.00	
BA0000566	PW Supplies	GLPKT14391	06/19/2023		-800.00	
BA0000590	PW Adjustments	GLPKT14977	06/30/2023		-985.00	
100-4210-522115	PWS / Land Fill Costs			5,000.00	2,000.00	7,000.00
BA0000566	PW Land Fill	GLPKT14391	06/19/2023		2,000.00	
100-4210-522200	PWs / Repairs & Maintenance			7,500.00	260.00	7,760.00
BA0000590	PW Repairs & Maint	GLPKT14977	06/30/2023		260.00	
100-4210-522205	PWs / Vehicle Repairs & Maint.			12,000.00	250.00	12,250.00
BA0000590	PW Vehicles Repairs & Maint	GLPKT14977	06/30/2023		250.00	
100-4210-522260	PWs / Stormwater Management			135,061.00	-5,700.00	129,361.00

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
BA0000576	Traffic Engineering	GLPKT14391	06/19/2023		-5,700.00	
100-4210-531100	PWs / Supplies & Material			10,000.00	1,100.00	11,100.00
BA0000566	PW Supplies	GLPKT14391	06/19/2023		800.00	
BA0000590	PW Supplies & Materials	GLPKT14977	06/30/2023		300.00	
100-4270-523210	Trafic Signal / AT&T			3,000.00	5,700.00	8,700.00
BA0000576	Traffic Engineering	GLPKT14391	06/19/2023		5,700.00	
100-5530-522100	Depot & Comm Room / Cleaning			6,000.00	1,700.00	7,700.00
BA0000567	Depot & Community Room Cleaning	GLPKT14391	06/19/2023		1,500.00	
BA0000591	Depot & Community Room Additional Cleani…	GLPKT14977	06/30/2023		200.00	
100-5530-522200	Depot & Comm Rm/Caboose Repairs & Maint.			55,500.00	-8,400.00	47,100.00
BA0000537	Depot Communications Adjustment	GLPKT13495	02/22/2023		-3,500.00	
BA0000567	Depot & Community Room Cleaning	GLPKT14391	06/19/2023		-1,500.00	
BA0000567	Depot & Community Room Communications	GLPKT14391	06/19/2023		-2,050.00	
BA0000567	Depot & Community Room Electricity	GLPKT14391	06/19/2023		-200.00	
BA0000591	Depot & Community Room	GLPKT14977	06/30/2023		-1,150.00	
100-5530-523200	Depot / Communications			4,200.00	6,500.00	10,700.00
BA0000537	Depot Communications Adjustment	GLPKT13495	02/22/2023		3,500.00	
BA0000567	Depot & Community Room Communications	GLPKT14391	06/19/2023		2,050.00	
BA0000591	Depot & Community Room Depot Elevator P…	GLPKT14977	06/30/2023		950.00	
100-5530-531230	Depot/Caboose Electricity			5,700.00	200.00	5,900.00
BA0000567	Depot & Community Room Electricity	GLPKT14391	06/19/2023		200.00	
100-6110-523600	C&R / Dues & Fees (ASCAP)			350.00	90.00	440.00
BA0000538	Culture and Recreation ASCAP Fee	GLPKT13495	02/22/2023		70.00	
BA0000568	Culture and Recreation Dues/Fees	GLPKT14391	06/19/2023		20.00	
100-6110-531230	C&R / Electricity			0.00	-90.00	-90.00
BA0000538	Culture and Recreation ASCAP Fee	GLPKT13495	02/22/2023		-70.00	
BA0000568	Culture and Recreation Dues/Fees	GLPKT14391	06/19/2023		-20.00	
100-7400-511100	PCD/ Salaries			442,155.00	-65,000.00	377,155.00
BA0000569	Planning Professional Services	GLPKT14391	06/19/2023		-65,000.00	
100-7400-512600	PCD/GA SUI			23.00	20.00	43.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		20.00	
100-7400-521201	PCD / Professional Sys & Projects			100,000.00	54,350.00	154,350.00
BA0000551	Adjust for Cost of new employees	GLPKT13969	03/31/2023		-10,650.00	
BA0000569	Planning Professional Services	GLPKT14391	06/19/2023		65,000.00	
100-7400-521209	PCD / Contracted Services (S&E)			85,000.00	7,500.00	92,500.00
BA0000551	Adjust for Costs of new employees	GLPKT13969	03/31/2023		7,500.00	
100-7400-521240	PCD/ Legal Fees			40,000.00	-7,200.00	32,800.00
BA0000551	Planning & Development Adjus	GLPKT13969	03/31/2023		-2,850.00	
BA0000569	Planning Small Equipment	GLPKT14391	06/19/2023		-2,200.00	
BA0000569	Planning Office Supplies	GLPKT14391	06/19/2023		-2,150.00	
100-7400-521275	PCD/ Zoning Plan			75,000.00	-735.00	74,265.00
BA0000592	Planning Adjustments	GLPKT14977	06/30/2023		-735.00	
100-7400-521300	PCD / Website & Software Maintenance			22,000.00	3,000.00	25,000.00
BA0000551	Adjust for Cost of new employees	GLPKT13969	03/31/2023		3,000.00	
100-7400-521310	PCD / IT Services			17,000.00	4,050.00	21,050.00
BA0000569	Planning IT Services	GLPKT14391	06/19/2023		4,050.00	
100-7400-522205	PCD / Vehicle Repairs & Maint			3,500.00	-2,020.00	1,480.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-20.00	
BA0000569	Planning IT Services	GLPKT14391	06/19/2023		-2,000.00	
100-7400-523200	PCD/ Communications			500.00	150.00	650.00
BA0000551	Adjust for Cost of new employees	GLPKT13969	03/31/2023		150.00	
100-7400-523250	PCD / Shipping & Postage			1,000.00	900.00	1,900.00
BA0000534	Planning Adjustments for New Employees	GLPKT13495	02/22/2023		300.00	

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
BA0000551	Planning & Development Adjus	GLPKT13969	03/31/2023		600.00	
100-7400-523300	PCD/ Advertising			5,000.00	-800.00	4,200.00
BA0000534	Planning Uniforms for New Employees	GLPKT13495	02/22/2023		-800.00	
100-7400-523500	PCD/ Travel Expenses			4,150.00	120.00	4,270.00
BA0000592	Planning Travel	GLPKT14977	06/30/2023		120.00	
100-7400-523600	PCD/ Dues & Fees			1,000.00	485.00	1,485.00
BA0000534	Planning Adjustments for New Employees	GLPKT13495	02/22/2023		350.00	
BA0000592	Planning Dues & Fees	GLPKT14977	06/30/2023		135.00	
100-7400-523700	PCD/ Education & Training			6,000.00	-1,000.00	5,000.00
BA0000569	Planning IT Services	GLPKT14391	06/19/2023		-550.00	
BA0000569	Planning Office Supplies	GLPKT14391	06/19/2023		-450.00	
100-7400-531100	PCD / Supplies & Materials			2,000.00	220.00	2,220.00
BA0000592	Planning Supplies & Materials	GLPKT14977	06/30/2023		220.00	
100-7400-531110	PCD/ Office Supplies			1,200.00	3,110.00	4,310.00
BA0000534	Planning Adjustments for New Employees	GLPKT13495	02/22/2023		500.00	
BA0000569	Planning Office Supplies	GLPKT14391	06/19/2023		2,600.00	
BA0000592	Planning Office Supplies	GLPKT14977	06/30/2023		10.00	
100-7400-531270	PCD/ Gasoline			5,000.00	-2,650.00	2,350.00
BA0000534	Planning Adjustments for New Employees	GLPKT13495	02/22/2023		-1,150.00	
BA0000569	Planning IT Services	GLPKT14391	06/19/2023		-1,500.00	
100-7400-531600	PCD / Small Equipment			8,000.00	4,700.00	12,700.00
BA0000551	Planning & Development Adjus	GLPKT13969	03/31/2023		2,250.00	
BA0000569	Planning Small Equipment	GLPKT14391	06/19/2023		2,200.00	
BA0000592	Planning Small Equipment	GLPKT14977	06/30/2023		250.00	
100-7400-531790	PCD/ Uniforms			500.00	800.00	1,300.00
BA0000534	Planning Uniforms for New Employees	GLPKT13495	02/22/2023		800.00	
100-7540-511100	Tourism / Salaries			76,974.00	11,750.00	88,724.00
BA0000580	Tourism Salaries	GLPKT14391	06/19/2023		11,750.00	
100-7540-511300	Tourism / Overtime			0.00	200.00	200.00
BA0000580	Tourism Overtime	GLPKT14391	06/19/2023		200.00	
100-7540-512100	Tourism / Health Insurance			11,708.00	11,450.00	23,158.00
BA0000580	Tourism Health Insurance	GLPKT14391	06/19/2023		11,450.00	
100-7540-512200	Tourism / FICA & Medicare			5,866.00	900.00	6,766.00
BA0000580	Tourism FICA & Medicare	GLPKT14391	06/19/2023		900.00	
100-7540-512600	Tourism / GA SUI			4.00	10.00	14.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		10.00	
100-7540-521201	Tourism / Public Relations			3,000.00	270.00	3,270.00
BA0000593	Tourism Public Relations	GLPKT14977	06/30/2023		270.00	
100-7540-521300	Tourism/Website & Software Maintenance			0.00	6,000.00	6,000.00
BA0000580	Tourism Website & Software	GLPKT14391	06/19/2023		6,000.00	
100-7540-521310	Tourism / IT Services			17,000.00	1,350.00	18,350.00
BA0000580	Tourism IT Services	GLPKT14391	06/19/2023		1,350.00	
100-7540-523200	Tourism / Communications			3,112.00	-1,810.00	1,302.00
BA0000539	Tourism Advertising	GLPKT13495	02/22/2023		-800.00	
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-10.00	
BA0000593	Tourism Adjustments	GLPKT14977	06/30/2023		-1,000.00	
100-7540-523201	Tourism / Cell Phone			720.00	750.00	1,470.00
BA0000553	Tourism Cell Phone and Supplies	GLPKT13969	03/31/2023		750.00	
100-7540-523300	Tourism / Advertising			3,000.00	1,500.00	4,500.00
BA0000539	Tourism Advertising	GLPKT13495	02/22/2023		800.00	
BA0000593	Tourism Advertising	GLPKT14977	06/30/2023		700.00	
100-7540-523500	Tourism / Travel Expenses			3,000.00	-155.00	2,845.00

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
BA0000593	Tourism Adjustments	GLPKT14977	06/30/2023		-155.00	
100-7540-531100	Tourism / Supplies & Material			0.00	350.00	350.00
BA0000553	Tourism Cell Phone and Supplies	GLPKT13969	03/31/2023		200.00	
BA0000580	Tourism Supplies	GLPKT14391	06/19/2023		150.00	
100-7540-531110	Tourism / Office Supplies			0.00	300.00	300.00
BA0000580	Tourism Office Supplies	GLPKT14391	06/19/2023		300.00	
100-7540-531190	Tourism / Concert Expenses			7,500.00	8,000.00	15,500.00
BA0000580	Tourism Concerts	GLPKT14391	06/19/2023		8,000.00	
100-7540-531191	Tourism / Christmas Decorating			55,000.00	-55.00	54,945.00
BA0000553	Tourism Cell Phone and Supplies	GLPKT13969	03/31/2023		-200.00	
BA0000593	Tourism Christmas Decorating	GLPKT14977	06/30/2023		145.00	
100-7540-531192	Tourism / Events Support			42,500.00	-2,750.00	39,750.00
BA0000553	Tourism Cell Phone and Supplies	GLPKT13969	03/31/2023		-750.00	
BA0000593	Tourism Adjustments	GLPKT14977	06/30/2023		-2,000.00	
100-7540-531600	Tourism / Small Equipment			330.00	7,040.00	7,370.00
BA0000580	Tourism Small Equipment	GLPKT14391	06/19/2023		5,000.00	
BA0000593	Tourism Small Equipment	GLPKT14977	06/30/2023		2,040.00	
100-9000-611270	Transfer Out 270 - TAD Fund			70,000.00	-70,000.00	0.00
BA0000546	Reduce Property tax for TAD portion	GLPKT13791	03/29/2023		-70,000.00	
100-9000-611350	Transfer Out 350 - Local Resources Fund			825,627.00	50,000.00	875,627.00
BA0000560	Establish Tourism and Police Utility Vehicle P...	GLPKT14304	06/08/2023		50,000.00	
			Expense Total:	**4,517,427.00**	**-24,900.00**	**4,492,527.00**
			Fund 100 Total:	**1,580,466.00**	**0.00**	**1,580,466.00**
Fund: 220 - GRANT FUND						
Revenue						
220-0000-331150	Intergovernmental Revenue - Federal Indirect			0.00	-5,000.00	-5,000.00
BA0000532	To Increase Budgets for Grant Award	GLPKT13361	02/10/2023		-5,000.00	
			Revenue Total:	**0.00**	**-5,000.00**	**-5,000.00**
Expense						
220-0000-611270	Transfer to TAD Fund			0.00	5,000.00	5,000.00
BA0000532	To Increase Budgets for Grant Award	GLPKT13361	02/10/2023		5,000.00	
			Expense Total:	**0.00**	**5,000.00**	**5,000.00**
			Fund 220 Total:	**0.00**	**0.00**	**0.00**
Fund: 270 - TAX ALLOCATION DISTRICT F						
Revenue						
270-0000-311100	TAD - Revenue - Hall Co Portion			-250,000.00	-256,170.00	-506,170.00
BA0000578	Recognize County TAD Revenue	GLPKT14464	06/26/2023		-256,170.00	
270-0000-391220	Transfer from Grant Fund			0.00	-5,000.00	-5,000.00
BA0000532	To Increase Budgets for Grant Award	GLPKT13361	02/10/2023		-5,000.00	
			Revenue Total:	**-250,000.00**	**-261,170.00**	**-511,170.00**
Expense						
270-0000-521201	TAD - Professional Svs & Proj			205,000.00	256,170.00	461,170.00
BA0000578	Recognize County TAD Revenue	GLPKT14464	06/26/2023		256,170.00	
270-0000-541220	Market Pavilion Park & Streetscaping			1,331,249.00	105,000.00	1,436,249.00
BA0000532	To Increase Budgets for Grant Award	GLPKT13361	02/10/2023		5,000.00	
BA0000579	Recognize County TAD Revenue	GLPKT14465	06/26/2023		100,000.00	
270-0000-541410	Downtown Development Phase I			586,932.00	360,000.00	946,932.00
BA0000540	To Adjust Budgets for Project Overage	GLPKT13532	02/24/2023		100,000.00	
BA0000555	Project 40180 & 40130 Overbudget adjustm...	GLPKT14062	04/30/2023		250,000.00	
BA0000579	Recognize County TAD Revenue	GLPKT14465	06/26/2023		10,000.00	
270-0000-541420	Old Town Bike-Pedestrian Path			692,362.00	-610,000.00	82,362.00
BA0000540	To Adjust Budgets for Project Overage	GLPKT13532	02/24/2023		-100,000.00	

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
BA0000555	Project 40180 & 40130 Overbudget adjustm...	GLPKT14062	04/30/2023		-350,000.00	
BA0000579	Recognize County TAD Revenue	GLPKT14465	06/26/2023		-160,000.00	
270-0000-541430	Mitchell Street Improvements			851,126.00	150,000.00	1,001,126.00
BA0000555	Project 40180 & 40130 Overbudget adjustm...	GLPKT14062	04/30/2023		100,000.00	
BA0000579	Recognize County TAD Revenue	GLPKT14465	06/26/2023		50,000.00	
			Expense Total:	**3,666,669.00**	**261,170.00**	**3,927,839.00**
			Fund 270 Total:	**3,416,669.00**	**0.00**	**3,416,669.00**
Fund: 275 - TOURISM / HOTEL - MOTEL F						
Revenue						
275-0000-314100	CVB Hotel Tax Rev - City's Portion			-85,000.00	-5,000.00	-90,000.00
BA0000577	Hotel Motel Revenue	GLPKT14445	06/22/2023		-5,000.00	
275-0000-314200	Tourism Product Development			-40,000.00	-5,000.00	-45,000.00
BA0000577	Hotel Motel Revenue	GLPKT14445	06/22/2023		-5,000.00	
275-0000-391275	CVB Hotel Tax Rev - CVB's Portion			-85,000.00	-20,000.00	-105,000.00
BA0000577	Hotel Motel Revenue	GLPKT14445	06/22/2023		-20,000.00	
			Revenue Total:	**-210,000.00**	**-30,000.00**	**-240,000.00**
Expense						
275-7540-572000	Convention Visitors Bureau			85,000.00	20,000.00	105,000.00
BA0000577	Hotel Motel Revenue	GLPKT14445	06/22/2023		20,000.00	
275-7540-611100	Trans Out 100 - General Fund			125,000.00	10,000.00	135,000.00
BA0000577	Hotel Motel Revenue	GLPKT14445	06/22/2023		10,000.00	
			Expense Total:	**210,000.00**	**30,000.00**	**240,000.00**
			Fund 275 Total:	**0.00**	**0.00**	**0.00**
Fund: 308 - WATER/ SEWER CAPITAL PROJECTS FUND						
Revenue						
308-0000-399900	Budgeted Retained Earnings			-3,579,766.00	-2,066,851.50	-5,646,617.50
BA0000533	Increase budget for Gainesville Sewer Line	GLPKT13417	02/17/2023		-3,750.00	
BA0000541	Adjust Gainesville Sewer Line to Total Amou...	GLPKT13587	03/02/2023		-2,063,101.50	
			Revenue Total:	**-3,579,766.00**	**-2,066,851.50**	**-5,646,617.50**
Expense						
308-0000-541680	Gainesville Sewer Line			0.00	2,066,851.50	2,066,851.50
BA0000533	Increase budget for Gainesville Sewer Line	GLPKT13417	02/17/2023		3,750.00	
BA0000541	Adjust Gainesville Sewer Line to Total Amou...	GLPKT13587	03/02/2023		2,063,101.50	
			Expense Total:	**0.00**	**2,066,851.50**	**2,066,851.50**
			Fund 308 Total:	**-3,579,766.00**	**0.00**	**-3,579,766.00**
Fund: 320 - SPLOST FUND						
Revenue						
320-0000-313508	SPLOST VIII			-1,097,102.00	-53,919.00	-1,151,021.00
BA0000557	Police Vehicle Budget Increase	GLPKT14072	04/30/2023		-53,919.00	
320-0000-334100	LMIG Revenue			0.00	-85,922.00	-85,922.00
BA0000558	Increase Budget for LMIG Funds	GLPKT14075	04/30/2023		-85,922.00	
320-0000-399900	Budgeted Fund Balance			0.00	-162,000.00	-162,000.00
BA0000522	Project 30210 budget increase	GLPKT13136	01/17/2023		-142,000.00	
BA0000581	Move expense to correct account	GLPKT14725	06/30/2023		-20,000.00	
			Revenue Total:	**-1,097,102.00**	**-301,841.00**	**-1,398,943.00**
Expense						
320-0000-522250	VIII -Annual Road Paving & Sidewalks Program			1,097,102.00	85,922.00	1,183,024.00
BA0000558	Increase Budget for LMIG Funds	GLPKT14075	04/30/2023		85,922.00	
320-0000-541600	VII -Martin School Sanitary Sewer Replacement			0.00	142,000.00	142,000.00
BA0000522	Project 30210 budget increase	GLPKT13136	01/17/2023		142,000.00	
320-0000-541700	CW Davis Pump Station Rehabilitation			0.00	20,000.00	20,000.00
BA0000581	Move expense to correct account	GLPKT14725	06/30/2023		20,000.00	

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
320-0000-542200	VIII -PD Vehicles & Equipment			0.00	53,919.00	53,919.00
BA0000557	Police Vehicle Budget Increase	GLPKT14072	04/30/2023		53,919.00	
			Expense Total:	**1,097,102.00**	**301,841.00**	**1,398,943.00**
			Fund 320 Total:	**0.00**	**0.00**	**0.00**
Fund: 350 - LOCAL RESOURCES FUND						
Revenue						
350-0000-334100	LMIG Revenue			-85,000.00	85,000.00	0.00
BA0000598	Move Budget to appropriate account	GLPKT15032	06/30/2023		85,000.00	
350-0000-389200	Reserves			-421,028.00	186,108.00	-234,920.00
BA0000598	Move Budget to appropriate account	GLPKT15032	06/30/2023		186,108.00	
350-0000-391100	Transfer in 100 - General Fund			-903,250.00	-50,000.00	-953,250.00
BA0000559	Establish Tourism and Police Utility Vehicle P...	GLPKT14302	06/08/2023		-50,000.00	
350-0000-399900	Budgeted Fund Balance			0.00	-305,096.00	-305,096.00
BA0000556	Set up Budget for the CDt Vehicle	GLPKT14066	04/30/2023		-33,988.00	
BA0000598	Move Budget to appropriate account	GLPKT15032	06/30/2023		-271,108.00	
			Revenue Total:	**-1,409,278.00**	**-83,988.00**	**-1,493,266.00**
Expense						
350-0000-543003	Community Development Vehicle			0.00	33,988.00	33,988.00
BA0000556	Set up Budget for the CD Vehicle	GLPKT14066	04/30/2023		33,988.00	
350-0000-543004	Tourism Golf Cart			0.00	25,000.00	25,000.00
BA0000559	Establish Tourism and Police Utility Vehicle P...	GLPKT14302	06/08/2023		25,000.00	
350-0000-543005	Police Utility Vehicle			0.00	25,000.00	25,000.00
BA0000559	Establish Tourism and Police Utility Vehicle P...	GLPKT14302	06/08/2023		25,000.00	
			Expense Total:	**0.00**	**83,988.00**	**83,988.00**
			Fund 350 Total:	**-1,409,278.00**	**0.00**	**-1,409,278.00**
Fund: 505 - WATER / SEWER FUND						
Revenue						
505-0000-344253	Sewer Charges - Billed By Gainesville			-947,512.00	-315,000.00	-1,262,512.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		-315,000.00	
			Revenue Total:	**-947,512.00**	**-315,000.00**	**-1,262,512.00**
Expense						
505-0000-582400	GEFA CW2020010 - Interest			100,000.00	-35,000.00	65,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		-35,000.00	
505-1500-511100	W/S Admin / Salaries			249,483.00	84,000.00	333,483.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		84,000.00	
505-1500-512100	W/S Admin / Health Insurance			46,397.00	8,000.00	54,397.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		8,000.00	
505-1500-512200	W/S Admin / FICA & Medicare			19,666.00	7,500.00	27,166.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		7,500.00	
505-1500-512600	W/S Admin / GA SUI			13.00	40.00	53.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		40.00	
505-1500-521204	Admin - Professional Services			30,000.00	25,500.00	55,500.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		25,000.00	
BA0000594	W/S Admin Professional Servies	GLPKT14977	06/30/2023		500.00	
505-1500-521240	W/S Admin / Legal Fees			25,000.00	-40.00	24,960.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-40.00	
505-1500-521300	W/S Admin / Website & Software Maintenance			12,000.00	5,000.00	17,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		5,000.00	
505-1500-523210	W/S Admin - Call Notifications Expense			1,000.00	220.00	1,220.00
BA0000594	W/S Admin Call Notification	GLPKT14977	06/30/2023		220.00	
505-1500-523250	W&S Admin Shipping & Postage			10,000.00	-720.00	9,280.00

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments / Amount	Current Budget
BA0000594	W/S Admin Adjustments	GLPKT14977	06/30/2023		-720.00	
505-4300-511300	S/ Overtime			6,889.00	5,000.00	11,889.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		5,000.00	
505-4300-512400	S/ Retirement			16,044.00	-5,000.00	11,044.00
BA0000597	Sewer Adjustments	GLPKT14977	06/30/2023		-5,000.00	
505-4300-512600	S/ GA SU1			17.00	20.00	37.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		20.00	
505-4300-521204	S / Engineering Fees			25,000.00	19,745.00	44,745.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		20,000.00	
BA0000597	Sewer Adjustments	GLPKT14977	06/30/2023		-255.00	
505-4300-521315	S/ EPD Compliance & Fines			6,000.00	10,000.00	16,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		10,000.00	
505-4300-522110	S/ Sludge Disposal			275,000.00	-5,000.00	270,000.00
BA0000597	Sewer Adjustments	GLPKT14977	06/30/2023		-5,000.00	
505-4300-522200	S/ Repairs & Maintenance			100,000.00	10,000.00	110,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		10,000.00	
505-4300-522205	S/ Vehicle Repairs & Maintenance			2,500.00	1,000.00	3,500.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		1,000.00	
505-4300-523200	S/ Communications			5,520.00	7,000.00	12,520.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		7,000.00	
505-4300-523221	S/ Cell Phones			2,900.00	100.00	3,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		100.00	
505-4300-523250	S / Shipping & Postage			250.00	60.00	310.00
BA0000597	Sewer Shipping & Postage	GLPKT14977	06/30/2023		60.00	
505-4300-523500	S/ Travel Expenses			1,500.00	-20.00	1,480.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-20.00	
505-4300-531100	S/ Supplies & Materials			25,000.00	10,000.00	35,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		10,000.00	
505-4300-531110	S/ Office Supplies			4,000.00	3,000.00	7,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		3,000.00	
505-4300-531120	S/ Chemicals			140,000.00	121,660.00	261,660.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		125,000.00	
BA0000597	Sewer Adjustments	GLPKT14977	06/30/2023		-3,340.00	
505-4300-531230	S/ Electricity			141,000.00	33,340.00	174,340.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		20,000.00	
BA0000597	Sewer Electricity	GLPKT14977	06/30/2023		13,340.00	
505-4300-531270	S/ Gasoline & Diesel			10,000.00	2,195.00	12,195.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		2,000.00	
BA0000597	Sewer Gas & Diesel	GLPKT14977	06/30/2023		195.00	
505-4334-522200	L/S Repairs & Maint.			45,000.00	-2,330.00	42,670.00
BA0000595	L/S Adjustments	GLPKT14977	06/30/2023		-2,330.00	
505-4334-531210	L/S Water			23,500.00	7,180.00	30,680.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		4,000.00	
BA0000595	L/S Water	GLPKT14977	06/30/2023		3,180.00	
505-4334-531230	L/S Electricity			46,000.00	10,000.00	56,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		10,000.00	
505-4334-531240	L/S Propane Gas			3,500.00	-850.00	2,650.00
BA0000595	L/S Adjustments	GLPKT14977	06/30/2023		-850.00	
505-4400-512100	W/ Health Insurance			111,605.00	-13,070.00	98,535.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		-13,070.00	
505-4400-512600	W / GA SUI			35.00	20.00	55.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		10.00	

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
BA0000554	Water Supplies and SUI	GLPKT13969	03/31/2023		10.00	
505-4400-521204	W / Engineering Fees			25,000.00	-25,000.00	0.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-10.00	
BA0000554	Water Supplies and SUI	GLPKT13969	03/31/2023		-10.00	
BA0000554	Water Supplies and SUI	GLPKT13969	03/31/2023		-1,000.00	
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		-23,980.00	
505-4400-521300	W/ Water Testing & Storm Wtr Monit			9,000.00	-9,000.00	0.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		-9,000.00	
505-4400-521313	W/ WaterShed Protection Plan			15,000.00	-15,000.00	0.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		-15,000.00	
505-4400-521315	W/ EPD Compliance - Audits & Repts			3,000.00	-3,000.00	0.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		-3,000.00	
505-4400-522205	W / Vehicle Repairs & Maintenance			2,500.00	200.00	2,700.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		200.00	
505-4400-523221	W/ Cell Phones			2,000.00	200.00	2,200.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		200.00	
505-4400-523250	W / Shipping & Postage			600.00	50.00	650.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		50.00	
505-4400-531100	W/ Supplies & Materials			2,500.00	4,450.00	6,950.00
BA0000554	Water Supplies and SUI	GLPKT13969	03/31/2023		1,000.00	
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		1,000.00	
BA0000596	Water Supplies & Materials	GLPKT14977	06/30/2023		2,450.00	
505-4400-531110	W / Meter Purchases			50,000.00	-2,450.00	47,550.00
BA0000596	Water Supplies & Materials	GLPKT14977	06/30/2023		-2,450.00	
505-4400-531600	W/ Small Equipment			5,000.00	3,000.00	8,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		3,000.00	
505-4420-522200	Well Buildings - Repairs/Maint			2,000.00	20,000.00	22,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		20,000.00	
505-4420-523900	Wells & Water Tanks R&M/Inspections			25,000.00	10,000.00	35,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		10,000.00	
505-4420-531220	Natural Gas			0.00	2,000.00	2,000.00
BA0000521	To move Budget to Natural Gas Account	GLPKT13124	01/13/2023		2,000.00	
505-4420-531230	Wells & Water Tanks - Electricity			49,000.00	18,000.00	67,000.00
BA0000521	To move Budget to Natural Gas Account	GLPKT13124	01/13/2023		-2,000.00	
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		20,000.00	
505-4420-531990	Wells & Water Tanks - Chemicals			10,000.00	3,000.00	13,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		3,000.00	
			Expense Total:	**1,685,419.00**	**315,000.00**	**2,000,419.00**
			Fund 505 Total:	**737,907.00**	**0.00**	**737,907.00**
			Budget Code Approved Final Total:	**745,998.00**	**0.00**	**745,998.00**

Description

Fund Summary

Description	Fund	Original Budget	Budget Adjustments	Current Budget
	Budget Code: Approved Final - Approved Fiscal: FY2023			
	100	1,580,466.00	0.00	1,580,466.00
	220	0.00	0.00	0.00
	270	3,416,669.00	0.00	3,416,669.00
	275	0.00	0.00	0.00
	308	-3,579,766.00	0.00	-3,579,766.00
	320	0.00	0.00	0.00
	350	-1,409,278.00	0.00	-1,409,278.00
	505	737,907.00	0.00	737,907.00
	Budget Code Approved Final Total:	**745,998.00**	**0.00**	**745,998.00**

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

GENERAL FUND

GENERAL FUND

Notable adjustments **within** the departments, which did not affect the total budget, are as follows:

- Council:
  - Adjustment for Travel and Education/Training for conference
- City Clerk:
  - Adjustment for Travel for conference in June, small equipment fees and dues related to Assistant City Clerk
- Mayor:
  - Adjustments made to Public Relations for the City of Flowery Branch Tour
- Admin:
  - Adjustments made for Cell Phones as new vendor selected for FY24, Miscellaneous for the Employee Engagement Committee expenses, Dues & Fees for additional staff memberships, Legal Fees, and IT services.
- City Hall & Buildings:
  - Adjustments for increased expenses related to cleaning fees with increased rentals, Security costs for additional service calls related to streamlining organizations that are handling phones, internet, and security lines, water/sewer and electricity increases.
- Court:
  - Adjustment to cover increased expenses for prison costs.
- Police Admin:
  - Adjustments made for expenses related to technology, vehicle repairs due to minor incidents, education and training, gas expenses, small equipment, and safety vests. Costs were more than initially budgeted due to additional positions approved during the fiscal year and increase in service calls.
- Patrol:
  - Adjustment from Event Support Overtime to Regular Overtime due to department needs.
- Public Works:
  - Adjustments for land fill expenses, supplies, repairs and maintenance and vehicle repairs and maintenance.
- Depot & Community Room:

  - Adjustments made for increase in cleanings and supplies related to increase in number of rentals, and communications due to additional service calls for the elevator while swapping out equipment to reduce overall annual expenses.
- Planning:
  - Adjustments made for increased costs for contracted services, website & software and small equipment all related to new employee within the department. IT services adjustment made as well as professional services, dues and fees, and supplies and materials..
- Tourism:
  - Adjustment made for additional cell phone for pictures of events, supplies and materials, public relations advertising, and small equipment.

Requested **non-departmental** adjustments are as follows:

- City Manager:
  - Several adjustments for end of year balance budget – salary, health insurance, conference in June, FICA & Medicare, and education and training. Adjustments were made from the City Clerk salary.
- Police Department:
  - Adjustments for IT Services due to the change in allocation this FY, website and software, and salaries. Adjustment came from Public Works salaries.
- GA Mtn Regional Commission:
  - Increase in annual fees required adjustment from the City Hall Capital Outlays account.
- Traffic Signal:
  - Adjustment for the increased costs of the AT&T invoice for the traffic signal. Funds moved from Public Works Stormwater Management. This traffic signal no longer requires the landline from AT&T.
- Tourism:
  - Adjustments made to salaries, website & software, IT services, overtime, concerts, and small equipment due to new employee and additional events. Funds were moved from vendor fees and building rentals as well as the insurance premium tax revenue account. Revenue received is greater than budgeted (budgeted $680,350, received $831,227). Increasing budget for revenue and moving to above items.

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

SPECIAL REVENUE FUNDS

GRANTS FUND

BRACE Grant funding was deposited into Grants Fund, needed to be transferred to TAD account in the amount of $5,000.

AMERICAN RESCUE PLAN ACT OF 2021 FUND

No adjustments needed for the 3rd or mid 4th quarter of FY2023.

TAX ALLOCATION DISTRICT FUND

Transfer of $5,000 from Grant Fund for BRACE Grant to TAD.
Adjustments made that resulted in an increase in the budget due to Hall County's portion of TAD.

- Market Pavilion Park & Streetscaping (Increased budget from $1,331,249 to $1,436,249)
- Downtown Development Phase I (Increased budget from $586,932 to $946,932)
- Old Town Bike-Pedestrian Path (Decreased budget from $692,362 to $82,362)
- Mitchell Street Improvements (Increased budget from $851,256 to $1,001,126)

HOTEL MOTEL TAX FUND

Adjustments made for received revenue that resulted in an increase in the budgeted revenue, and an increase in the expenses budget for the Convention Visitors Bureau from $85,000 to $105,000 and to the Trans Out General Fund account from $125,000 to $135,000.

CAPITAL PROJECT FUNDS

WATER/WASTEWATER CAPITAL PROJECTS FUND

Increase the budget for the Gainesville Sewer Line project $2.066.851 moved from Budgeted Retained Earnings.

SPLOST VII CAPITAL PROJECTS FUND

Adjustments made to increase the budgets for the following projects:

- Increase to PD Vehicles & Equipment in the amount of $53,919
- Transfer from LMIG Revenue to Annual Road Paving & Sidewalks Program in the amount of $85,922
- Increase to Martin School Sanitary Sewer Replacement in the amount of $142,000

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

LOCAL RESOURCES CAPITAL PROJECTS FUND

Adjustments made to increase the budgets for the following projects:

- Transfer from General Fund to Police Utility Vehicle in the amount of $25,000
- Transfer from General Fund to Tourism Gofl Cart in the amont of $25,000
- Transfer from Budgeted Fund Balance to Community Development Vehicle in the amount of $33,988

ENTERPRISE FUNDS

WATER AND WASTEWATER OPERATING FUND

Several adjustments made for the end of the fiscal year. Total adjustment in the amount of $315,000 from Sewer Charges. Increased Revenue budget from $947,512 to $1,262,512. Adjustments total $337,113 for the Water/Sewer Fund. Some of the adjustments were to increase the following items:

- Salaries ($84,000)
- Health Insurance ($8,000)
- FICA & Medicare ($7,500)
- Professional Services related to contract with Jimmy Dean and additional services required for the plant ($25,000)
- Overtime for extra hours related to plant issues and operations ($5,000)
- Engineering Fees ($20,000)
- EPD Compliance & Fines – received fine in FY2023 ($10,000)
- Repairs & Maintenance within sewer department ($10,000)
- Chemicals – required for compliance ($125,000)
- Well Buildings – Repairs & Maintenance ($20,000)
- Wells & Water Tanks Electricity ($18,000)
- Wells & Water Tanks Chemicals ($3,000)

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Resolution 23-009: Third and Fourth Quarter Amendment to the Budget for FY2023 as Previously Adopted on June 23, 2022.

DATE: September 7, 2023

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COMMISSION ACTION REQUESTED ON: September 7, 2023

PURPOSE: To approve Resolution 23-009, 3rd and 4th Quarter Amendments to the Budget for FY2023 as Previously Adopted on June 23, 2022.

HISTORY: A budget is balanced when the sum of estimated revenues and appropriated fund balances is equal to expenditure/expense appropriations for each applicable fund. Revenue estimates and governmental needs change throughout the year which requires approval from Council for said budget amendments.

FACTS AND ISSUES:

- See attachment A and B for 3rd and 4th quarter details.

RECOMMENDED SAMPLE MOTION: I make a motion for the City Council to authorize approval of Resolution 23-009 3rd and 4th Quarter Amendments to the Budget for FY2023 as Previously Adopted on June 23, 2022, as presented in Attachment A and B.

DEPARTMENT: Finance

Prepared by: Krystle Hightower

RESOLUTION NO.: 23-009

TO AMEND THE BUDGET FOR FISCAL YEAR 2023 AS PREVIOUSLY ADOPTED ON JUNE 23, 2022.

WHEREAS, the City Council approved a budget for fiscal year 2023 for the City of Flowery Branch on June 23, 2022 by Resolution 23-009; and

WHEREAS, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

WHEREAS, these adjustments maintain a balanced budget for all funds.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Flowery Branch hereby adopts the adjustments to the budget listed on "Attachment A" and "Attachment B", attached hereto and made a part of the Resolution.

RESOLVED this 7th day of September 2023.

____
Edward R. Asbridge, Mayor

ATTEST:

____
Nancy Rodriguez, Assistant City Clerk

APPROVED AS TO FORM:

____
Karen G. Thomas, City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider First Reading of Ordinance 699 Establishing Human Resources Director in the City of Flowery Branch

COUNCIL MEETING DATE: September 7, 2023

HISTORY:
Historically, the City of Flowery Branch has had the functions of a Human Resources Department split between several employees.

FACTS AND ISSUES:

FACTS AND ISSUES: For more efficient, effective operations, the need has arisen to establish a Director of Human Resources that is to internally assist all employees of the city.

This position is a full-time Department Director position and is budgeted in the FY2024 budget.

OPTIONS:

1) Approve the ordinance establishing the Director of Human Resources.
2) Do not approve the ordinance establishing the Director of Human Resources.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:
Employee Benefits Fund

RECOMMENDATION:
Establish a Human Resources Director Position for the City of Flowery Branch

SAMPLE MOTION:
I make a motion to approve the first read of Ordinance 699 establishing the Director of Human Resources.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- ES - Establishing HR Director.pdf
- Ordinance Establishing Dir Human Resources.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Ordinance 699 Establishing Human Resources Director in the City of Flowery Branch

DATE: August 30, 2023

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: September 7, 2023

PURPOSE: Establish a Human Resources Director Position for the City of Flowery Branch.

HISTORY: Historically, the City of Flowery Branch has had the functions of a Human Resources Department split between several employees.

FACTS AND ISSUES: For more efficient, effective operations, the need has arisen to establish a Director of Human Resources that is to internally assist all employees of the city.

This position is a full-time Department Director position and is budgeted in the FY2024 budget.

OPTIONS:

1) Approve the ordinance establishing the Director of Human Resources.
2) Do not approve the ordinance establishing the Director of Human Resources.

RECOMMENDED SAMPLE MOTION:
I make a motion to approve the first read of Ordinance 699 establishing the Director of Human Resources.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

First Reading:
Second Reading and Adoption:

ORDINANCE NO. 699

AN ORDINANCE ESTABLISHING THE POSITION OF DIRECTOR OF HUMAN RESOURCES; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; ESTABLISHING AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS the City of Flowery Branch is authorized by O.C.G.A. § 36-35-3(a) to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any Charter provision applicable thereto; and

WHEREAS Section 3.1(a)of the Charter of the City of Flowery Branch provides that the city council, by ordinance, shall prescribe the functions or duties and establish, abolish, or alter all nonelective offices, positions of employment, departments and agencies of the city, as necessary for the proper administration of the affairs and government of the city; and

WHEREAS the city council deems it necessary for the proper administration of the affairs and government of the city to establish the position of Director of Human Resources.

NOW THEREFORE the Council of the City of Flowery Branch hereby ordains as follows:

Section 1. The position of Director of Human Resources, which shall be a full-time department head position, is hereby established.

Section 2. No additional headcount is authorized.

Section 3. The functions and duties of the Director of Human Resources shall be established by the job specifications provided by the City Manager, as amended from time to time, at a pay range to be determined by the City Manager within the current Fiscal Year budget.

Section 4. The City Manager shall have the authority to hire/terminate the position of Director of Human Resources.

Section 5. If any paragraph, subparagraph, sentence, clause, phrase or any portion of this Ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of the Ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Flowery Branch to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

Section 6. All ordinances in conflict with the terms of this Ordinance are hereby repealed to the extent of the conflict.

Section 7. This Ordinance shall be effective upon adoption by the City Council of the City of Flowery Branch, Georgia.

SO ORDAINED this _____ day of ______________, 2023.

____
Edward R. Asbridge, Mayor

ATTEST:

____
Shelia Cooper, City Clerk

APPROVED AS TO FORM:

____
Karen Thomas, City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Correction of Lease Documents for 4 Elephants Catering, LLC from 5519 Main Street, Suite 102 to 5521 Main Street.

COUNCIL MEETING DATE: September 7, 2023

HISTORY:
The original lease with 4 Elephants Catering, LLC was signed June 2, 2022, with the first amendment signed November 2, 2022, and the second amendment signed March 2, 2023. All three documents reference the address as 5519 Main Street, Suite 102.

FACTS AND ISSUES:
Addresses have now been assigned to each space in the Main Street Building. 4 Elephants Catering, LLC has approached the city with a request to correct the lease documents with the newly assigned address of 5521 Main Street.

OPTIONS:
1) Amend the lease documents to correct the address on all.
2) Do not amend the lease documents.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Amend lease documents for 4 Elephants Catering, LLC from 5519 Main Street, Suite 102 to 5521 Main Street.

SAMPLE MOTION:
I make a motion to amend the lease documents for 4 Elephants Catering, LLC by updating the address from 5519 Main Street, Suite 102, to 5521 Main Street.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- ES - Correcting 4 Elephants Catering LLC lease documents.pdf
- 4 Elephants Catering LLC Lease Agreement.pdf
- FIRST AMENDMENT TO 4 ELEPHANTS LEASE AGREEMENT.pdf
- SECOND AMENDMENT TO 4 ELEPHANTS LEASE AGREEMENT.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Correction of Lease Documents for 4 Elephants Catering, LLC from 5519 Main Street, Suite 102 to 5521 Main Street.

DATE: September 1, 2023

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: September 7, 2023

PURPOSE: Amend lease documents for 4 Elephants Catering, LLC from 5519 Main Street, Suite 102 to 5521 Main Street.

HISTORY: The original lease with 4 Elephants Catering, LLC was signed June 2, 2022, with the first amendment signed November 2, 2022, and the second amendment signed March 2, 2023. All three documents reference the address as 5519 Main Street, Suite 102.

FACTS AND ISSUES: Addresses have now been assigned to each space in the Main Street Building. 4 Elephants Catering, LLC has approached the city with a request to correct the lease documents with the newly assigned address of 5521 Main Street.

OPTIONS:

1) Amend the lease documents to correct the address on all.
2) Do not amend the lease documents.

RECOMMENDED SAMPLE MOTION:
I make a motion to amend the lease documents for 4 Elephants Catering, LLC by updating the address from 5519 Main Street, Suite 102, to 5521 Main Street.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

FB MAIN STREET

A MASTER CONDOMINIUM

SHOPPING CENTER

LEASE AGREEMENT

5519 Main Street

Suite 102

Flowery Branch, Georgia

LANDLORD: City of Flowery Branch

TENANT: 4 Elephants Catering, LLC

ARTICLE I. BASIC LEASE PROVISIONS AND ENUMERATION OF EXHIBITS

SECTION 1.1. BASIC LEASE PROVISIONS

A.	DATE (for reference purposes):	June 2, 2022
B.	LANDLORD:	City of Flowery Branch, a Georgia municipal corporation
C.	LANDLORD'S ADDRESS:	5410 Pine Street Flowery Branch, Georgia 30542
D.	TENANT:	4 Elephants Catering, LLC
E.	TENANT'S TRADE NAME:	4 Elephants Restaurant
F.	TENANT'S NOTICE ADDRESS:	Viravanh Xayavongsa and Soukanh Xayavongsa 4403 Helen Highway Cleveland, GA. 30528
G.	PHONE NUMBER AND EMAIL:	770-710-3910 Sunny.x318@gmail.com
H.	POSSESSION DATE:	Upon delivery of a fully executed Lease and completion of Landlord's Work, if any.
I.	LEASE COMMENCEMENT DATE:	Upon delivery of a fully executed Lease and completion of Landlord's Work, if any.
J.	LEASE TERM:	Seven (7) Years following the Rent Commencement Date.
K.	FIXED MINIMUM RENT COMMENCEMENT DATE:	Earlier of (i) Tenant opening for business or (ii) five (5) months following the Lease Commencement Date.
L.	FIXED MINIMUM RENT:	See Exhibit G for rent schedule.

M.	ESTIMATED ADDITIONAL MONTHLY RENT (for all relevant property expenses including but not limited to taxes, insurance, property management overhead and fee, maintenance, exterior building repairs and maintenance, and parking lot and landscaping maintenance):	$280.62 Notwithstanding anything contained in this Lease to the contrary, the Additional Monthly Rent shall be adjusted to actual expenses annually.
N.	ADVANCE RENT:	$2,806.25
	ADVANCE ADDITIONAL RENT:	$280.62
	SECURITY DEPOSIT:	$2,806.25 plus $280.62
	TOTAL AMOUNT DUE WITH LEASE:	$2,806.25 + $280.62 + $3,086.87
O.	GUARANTORS:	Viravanh Xayavongsa and Soukanh Xayavongsa
P.	USE:	For the use of a restaurant and for no other purpose.
Q.	HOURS OF OPERATION:	Tenant agrees to remain open during standard operating hours for a restaurant (11 a.m. to 9 p.m.) on a daily basis (Monday through Sunday) during the lease term and any extensions. Notwithstanding the foregoing, Tenant may close for periodic private and special events.
R.	APPROXIMATE SIZE OF LEASED PREMISES:	1347 Square Feet
S.	OPTION TO RENEW:	Subject to the conditions herein set forth. Tenant is hereby granted the option to renew the Term of this Lease (the "Renewal Option") for one (1) period of three (3) years (the "Renewal Term"), to commence at the expiration of the initial Term of this Lease. Tenant shall exercise the Renewal Option by delivering written notice of such election to Landlord at least six (6) months but no more than twelve (12) months prior to the expiration of the initial Term of this Lease. The renewal of this Lease shall be upon the same terms and conditions as this Lease, except: (a) the annual Minimum Guaranteed Rental during the Renewal Term shall be as shown on Exhibit G; (b) Tenant shall have no option to renew this Lease beyond the expiration of the Renewal Term; and (c) Tenant shall not have the right to assign the

		Renewal Option to any sublessee of the Leased Premises or assignee of the Lease, not may any such sublessee or assignee exercise or enjoy the benefit of such Renewal Option. Notwithstanding the foregoing, Tenant shall not have the right to exercise the Renewal Option, unless: (i) this Lease shall be in full force and effect on the date of the exercise of the Renewal Option and the date of the expiration of the original Term; and (ii) on the date of the exercise of the Renewal Option and the date of the expiration of the original Term there exist no default on the part of the Tenant under this Lease.

SECTION 1.2. SIGNIFICANCE OF BASIC LEASE PROVISIONS

Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.1 of this article shall be deemed and construed to incorporate all of the terms provided under each such basic lease provision.

SECTION 1.3. ENUMERATION OF EXHIBITS

The exhibits enumerated in this section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

Exhibit A.	Site Plan
Exhibit B.	Tenant's Work
Exhibit C.	Legal Description
Exhibit D.	Rules and Regulations
Exhibit E.	Sign Criteria
Exhibit F.	Lease Guarantee
Exhibit G.	Rent Schedule

ARTICLE II. LEASED PREMISES AND TERM

SECTION 2.1. SHOPPING CENTER

Landlord is the owner of a parcel of real estate, legally described on Exhibit C, located in 5519 Main Street, Flowery Branch, Georgia commonly known as the FB Main Street – a Master Condominium (the "Shopping Center"). It is agreed that the depiction of the Shopping Center on Exhibit A does not constitute a representation, covenant or warranty of any kind by Landlord. Landlord reserves the right to sell any portion or portions of the Shopping Center, such portion(s) thereafter shall not be included in the Shopping Center. Landlord reserves the right to change the number and location of buildings, building dimensions, the number of floors in any of the buildings, store dimensions, the identity and type of other stores and tenancies, and Landlord further reserves the right to locate kiosks and to make available common areas pursuant to the terms hereof, provided only that the Leased Premises as hereinafter defined shall be substantially as depicted on Exhibit A. Landlord further reserves the right to alter the Shopping Center, at Landlord's sole election, however, no such alteration shall materially impair the visibility or accessibility of Tenants Leased Premises.

SECTION 2.2. LEASED PREMISES

Landlord hereby leases and demises to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the store premises sometimes herein referred to as the "Leased Premises" as more particularly described as follows:

Suite 102 consisting of approximately 1,347 sq. ft. as shown on Exhibit "A".

Said Leased Premises shall extend from the exterior faces of all exterior walls and the center line of those walls separating the Leased Premises from adjacent leased premises in the Shopping Center.

SECTION 2.3. LEASE TERM

The Lease Term shall, commence on the Lease Commencement Date [Section 1.1.I.] and shall end on the last day of the last Lease Year (hereinafter "Termination Date"), unless sooner terminated.

SECTION 2.4. LEASE YEAR

The term "Lease Year" means a period of twelve (12) consecutive calendar months. The first full Lease Year shall begin on the Lease Commencement Date if the Lease Commencement Date shall occur on the first day of a calendar month; if not, then the first Lease Year shall commence upon the first day of the month next following the Lease Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

SECTION 2.5. STATEMENT AS TO LEASE TERM

In the event the Lease Commencement Date and Termination Date of the Lease Term have not been determined, as of the date of execution hereof, Landlord and Tenant shall execute and deliver a written statement specifying therein the Lease Commencement Date and Termination Date of the Lease Term when determined.

SECTION 2.6. OBLIGATIONS OF TENANT BEFORE LEASE TERM BEGINS

Prior to the Possession Date, Tenant shall deliver to Landlord the required Certificate of Insurance (stated in Section 7.2). Prior to the Lease Commencement Date, and after first obtaining the prior written consent of Landlord, Tenant shall be permitted to install its leasehold improvements, fixtures and other equipment required by Tenant to conduct its business. Tenant shall observe and perform all of its obligations under this Lease, from the Possession Date

[Section 1.1.H.] until the Lease Commencement Date [Section 1.1.I.], in the same manner as though the Lease Term began on the Possession Date, including but not limited to payment of Additional Rent as stated in Section 1.1.M. but excluding Fixed Minimum Rent. Landlord shall have no liability whatsoever for loss or damage to Tenant's leasehold improvements, fixtures, equipment or other property of Tenant or Tenant's contractors.

ARTICLE III. RENT AND OTHER TENANT CONTRIBUTIONS

SECTION 3.1. FIXED MINIMUM AND ADDITIONAL RENT

Tenant agrees to pay rent to Landlord, or to such other person or entity as Landlord may direct, without demand, at such place as Landlord may by notice in writing to Tenant, from time to time, direct, a fixed amount of rent (the "Fixed Minimum Rent"), and an amount of additional rent based upon certain expenses relating to the Leased Premises and the Shopping Center (the "Additional Rent") at the following rates and times and as set forth on Exhibit G:

(a) Fixed Minimum Rent shall be payable in advance in equal successive monthly installments on the first day of each calendar month included in this Lease Term. For any portion of a calendar month included at the beginning of said term, one-thirtieth (1/30) of such a monthly payment for each day of such portion shall be payable on the first day of such portion; and

(b) Additional Rent shall be payable as provided in Sections 3.2, 5.3 and 8.1.

SECTION 3.2. TAXES

Tenant shall pay to Landlord, as Additional Rent hereunder, Tenant's prorata share of any and all special assessments, transportation or environmental protection taxes or levy or similar tax or levy, and Tenant's prorata share of real estate taxes attributable to the Shopping Center paid annually by Landlord during the Lease Term, prorated for any partial Lease Year beginning on the Possession Date. Tenant's prorata share shall be based on the ratio of the total Floor Area of the Leased Premises to the total Floor Area on all floors of building space within the Shopping Center as of the assessment date for the particular special assessment, tax or levy, or real estate tax in question. Tenant shall also pay its prorata share of all expenses, including reasonable attorneys' fees, expenses, administrative hearing and court costs incurred in contesting or negotiating the amount, assessment or rate of any such real estate tax, special assessment, tax or levy. Should the state, or any political subdivision thereof or any governmental authority having jurisdiction thereover, impose a tax and/or assessment upon or against the rentals and/or other charges payable hereunder by Tenant to Landlord, either by way of substitution for the taxes and assessments levied or assessed against such land and such buildings, or in addition thereto, or impose an income or franchise tax in substitution for the general tax levied against such land and buildings, such taxes and/or assessments shall be deemed to constitute a tax and/or assessment against such land and such buildings for the purpose of this section. The annual charges for such assessments or taxes shall be paid in monthly installments on the first day of each calendar month in advance in an amount estimated by Landlord. Landlord shall furnish Tenant, upon

Tenant's request, a statement of the assessments or taxes paid or incurred by Landlord for each calendar year of the Lease Term and thereupon there shall be an adjustment between Landlord and Tenant with payment to Landlord or credit to Tenant for future tax payments, as the case may be, to the end that Landlord shall receive the precise amount of Tenant's prorata share of such assessments and taxes for such period and no more. In the event any portion or portions of the Shopping Center are separately assessed, for purposes of the proration above, Tenant's proportionate share shall be the ratio of the total Floor Area of the Leased Premises to the total Floor Area of all floors of building space within the particular parcel assessed which includes the Leased Premises.

SECTION 3.3. SECURITY DEPOSIT

Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord to secure the faithful performance by Tenant of all the covenants, conditions and agreements in this Lease set forth, and contained on the part of Tenant to be fulfilled, kept, observed and performed, such sum as set forth in Section 1.1 as a Security Deposit. Said deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease, and Landlord may commingle the same with its other funds. Such interest, if any, may be retained as property of the Landlord, and will not be paid to the Tenant. Such Security Deposit or any portion thereof not previously applied may be applied to the curing of any default that may then exist under this Lease, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application, Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so that the same may be restored to its original amount. In the event the Leased Premises are conveyed by Landlord, the deposit or any portion thereof not previously applied may be turned over to Landlord's grantee or successor, and in such event Tenant hereby releases Landlord from any and all liability with respect to the deposit and/or application or return and Tenant agrees to look to such grantee for such application or return. In the event Tenant shall faithfully fulfill, keep, perform and observe all the covenants, conditions and agreements in this Lease set forth and contained on the part of Tenant to be fulfilled, the sum deposited or the part or portion thereof not previously applied shall be returned to Tenant, without interest, no later than thirty (30) days after the expiration of the Term of this Lease or any renewal or extension thereof, provided Tenant has vacated the Leased Premises and surrendered possession thereof to Landlord at the expiration of said Term or any renewal thereof as provided herein.

ARTICLE IV. UTILITY SERVICES

SECTION 4.1. WATER, SEWER, ELECTRICITY AND GAS

Landlord has caused the necessary mains, conduits and other facilities to be provided to supply water, sewer, gas and electricity to the Shopping Center. Landlord shall provide gas service and facilities to Tenant, however, the same being the sole responsibility of Tenant. Tenant agrees to have all utility services transferred into Tenant's name on the Possession Date. If Tenant has not had any or all of the utilities transferred on the Possession Date, then Tenant agrees to pay

Landlord, on demand, the actual cost paid by Landlord for such utilities, together with an administrative charge of One Hundred Fifty and no/100 Dollars ($150.00) for each such payment. Tenant shall pay for all electricity used in the Leased Premises and all water and sewer charges, and gas charges, if applicable, at its own cost and expense. In the event Landlord, who shall have the option to do so, shall elect to supply any one or more or all of said services, Tenant shall purchase the use of said services as are tendered by Landlord and shall pay the rates, including any established minimum charges, established by Landlord for such services, but the rate shall be no more than those charged by the public utility furnishing such services in the area. The charges for such services as are so furnished shall be deemed Additional Rent due and payable on the first day of the calendar month following rendition of a bill therefor. Landlord may discontinue furnishing such services if payment for same is not received by Landlord upon not less than five (5) days written notice, and no such discontinuation shall be deemed an eviction or render Landlord liable to Tenant for damages or relieve Tenant from performance of its obligations hereunder. In the event Landlord shall elect to furnish one or more of such services, from time to time, Landlord shall not be liable to Tenant in damages or otherwise if any one or more of said services is interrupted or terminated because of necessary repairs, installations, improvements or any cause beyond the control of Landlord. In any event, Landlord may cease to furnish any one or more of such services without any responsibility to Tenant, except to connect the service facilities with such other sources of supply as may be available for the services so discontinued. Tenant will not install any equipment which will exceed or overload the capacity of any utility facilities servicing the Leased Premises and if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed and maintained at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. In the event the Leased Premises are not separately metered for water and Tenant's use requires an excessive volume of water, at Landlord's discretion, a sub-meter will be installed at the Leased Premises at Tenant's expense.

SECTION 4.2. HEATING, VENTILATING AND COOLING

Tenant shall be solely responsible and shall pay for all charges rendered in connection with all heating, ventilating and cooling of the Leased Premises and shall promptly pay all bills for materials furnished or labor performed for Tenant or at Tenant's instance and request in connection with any repairs, replacements, alterations, improvements and installation of all fixtures and equipment in connection therewith on the Leased Premises, and shall keep said Leased Premises free from all claims for liens for work, labor or materials in connection therewith.

SECTION 4.3. OTHER SERVICES

In addition to the above and foregoing, Tenant shall be solely responsible for all garbage and sewage disposal and waste removal, janitorial and other services of any type or nature furnished to the Leased Premises, and shall pay promptly all bills for materials or labor performed in connection therewith. Tenant further covenants and agrees to keep the Leased Premises and the walks adjacent thereto at all times in a neat, clean and sanitary condition and free from snow, ice, waste or debris, and neither to commit or permit any waste or nuisance thereon.

ARTICLE V. COMMON AREAS AND FACILITIES

SECTION 5.1. COMMON AREAS AND FACILITIES

Landlord shall make available, from time to time, such areas and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate (the "Common Areas"). Landlord shall operate, manage, equip, light, insure, repair and maintain the Common Areas and facilities for their intended purposes in such manner as Landlord shall, in its sole discretion, determine, and may, from time to time, change the size, location and nature of any Common Areas and facilities and may make installations therein and move and remove such installation. Landlord shall have the right to close the Common Areas, or any part thereof, on such business days as Landlord deems necessary for the improvement, maintenance or repair of the Common Areas and on such nonbusiness days or during such nonbusiness hours as Landlord shall, in its sole discretion, determine.

SECTION 5.2. USE OF COMMON AREAS

Tenant and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant such rights, to use the Common Areas as designated from time to time by Landlord, subject to such reasonable regulations as Landlord may from time to time impose, including the designation of specific areas in which vehicles owned by Tenant, its permitted concessionaires, officers, employees and agents must be parked. Tenant agrees to abide by such regulations and to use its best efforts to cause its permitted concessionaires, officers, employees, agents, customers and invitees to conform thereto. Landlord may at any time close temporarily any part of the Common Areas to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage noncustomer parking, and may do such other acts in and to the Common Areas as in its reasonable judgment may be desirable to improve the convenience thereof. Tenant shall upon request furnish to Landlord the license numbers and description of the vehicles operated by Tenant and its permitted concessionaires, officers and employees. Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their permitted concessionaires, officers, employees, agents, customers and invitees, to use any part of the parking areas and other part of the Common Areas.

SECTION 5.3. CHARGE FOR COMMON AREAS AND FACILITIES

Tenant shall pay to the Landlord, as Additional Rent, in the manner provided in Section 5.5 Tenant's prorata share, as defined in Section 5.4, of Common Areas maintenance cost as hereinafter defined including the cost of Capital Improvements designed to protect the health and safety of the tenants in the Leased Premises and the Shopping Center.

Common Areas maintenance cost shall be deemed to include all costs and expenses of every kind and nature paid or incurred by Landlord during the Lease Term (including appropriate reserves) in operating, managing, equipping, policing and protecting (if and to the extent provided by Landlord), insuring, servicing (including heating, ventilating and cooling any enclosed mall, in the event Landlord elects to enclose any Common Areas), lighting, repairing, replacing and maintaining the Common Areas and facilities in the Shopping Center. Such costs and expenses shall include, but not be limited to, such maintaining and repairing as shall be required in Landlord's judgment to preserve the utility of the Common Areas in condition and status the same as it was at the time of the completion of the original construction and installation thereof; all exterior painting; all costs and expenses of security and fire protection; all costs of restriping, patching, repairing and maintaining parking areas, garages, entries, gutters and downspouts, the construction of new entries as required and work on roads, as needed, adjacent to the Shopping Center; pedestrian traffic direction and control; roof repairs; all costs and expenses of cleaning and removing of rubbish, dirt, debris, snow and ice; all costs and expenses of planting, maintaining, replanting and replacing flowers and landscaping; management fees; water and sewerage charges; premiums for liability and property damage, fire, extended coverage, malicious mischief, vandalism, workers' compensation and employer's liability, and any other casualty or risk insurance procured by Landlord in connection with Common Areas, wages, unemployment taxes, social security taxes, special assessments and personal property taxes attributable to the Common Areas; fees for audits, required licenses and permits; all costs and expenses incurred by Landlord in testing of sprinkler systems located in the Shopping Center, all charges for utility services for the Common Areas including all costs and expenses of maintaining lighting fixtures and providing electricity to the Common Areas and to Common Areas pole signage (including the cost of light bulbs and electric current); all costs, expenses, surcharges or other impositions or assessments incurred by Landlord in connection with environmental protection legislation or regulation assessed against or imposed on the Shopping Center or any part thereof with regard thereto; reasonable depreciation of equipment, machinery and facilities, rents paid for the leasing of equipment and finance charges paid under any installment purchase of equipment, machinery and facilities used in the operation of the Common Areas and administrative costs at the rate of Fifteen Percent (15%) of the total costs of operating and maintaining the Common Areas (except the appropriate reserves); and such other costs as Landlord may reasonably determine are required for the proper maintenance of the Common Areas, except that all Capital Improvement expenses shall be excluded therefrom.

SECTION 5.4. TENANT'S PRORATA SHARE

Tenant's prorata share of the Common Areas maintenance cost shall be determined by multiplying the total cost incurred or paid by Landlord by a fraction whose numerator is the gross leasable area of the Leased Premises as set forth in Section 2.2 and the denominator of which is the total square feet of gross leasable area within the Shopping Center. The "Gross Leasable Area" shall mean with respect to the Leased Premises and with respect to all other leasable areas, the number of square feet of floor area on all levels, including any mezzanines, basements, or balconies, but excluding "Common Areas" measured from the exterior face of exterior walls and/or the exterior face of service corridor walls, the exterior of building line from all frontage, and the center line of party walls. No deduction shall be made for columns, stairs, elevators, or any interior construction or equipment. Provided, however, for any Common Areas maintenance cost separately metered, billed to or paid directly by any Tenant, the floor area of such tenant space attributable to such Common Areas cost shall be deleted from the above proration for such separate cost. The Floor Area hereinabove provided shall not include the floor area of roof structures used for mechanical equipment.

SECTION 5.5. PAYMENT OF COMMON AREAS MAINTENANCE COST

The annual charges for Common Areas maintenance cost shall be paid in monthly installments on the first day of each calendar month in advance in an amount estimated by Landlord. Landlord shall furnish Tenant, upon Tenant's request, a statement in reasonable detail of the actual Common Areas maintenance cost paid or incurred by Landlord at the end of each calendar year and thereupon there shall be an adjustment between Landlord and Tenant with payment to Landlord or credit to Tenant against any current or future amounts due from Tenant to Landlord pursuant to this Lease, as the case may be, to the end that Landlord shall receive the precise amount of Tenant's prorata share of said costs for such period and no more.

ARTICLE VI. LANDLORD'S ADDITIONAL COVENANTS

SECTION 6.1. REPAIRS BY LANDLORD

Landlord covenants at its expense to keep the foundations and roof of the Leased Premises, and the structural soundness of the exterior walls thereof, in good order, repair and condition, unless any necessary work is required because of damage caused by any act, omission or negligence of Tenant, any permitted concessionaire or their respective employees, agents, invitees, licensees or contractors. Landlord shall not be required to commence any such repair until a reasonable time after written notice from Tenant that the same is necessary. The provisions of this section shall not apply in the case of damage or destruction by fire or other casualty or taking under the power of eminent domain, in which events the obligations of Landlord shall be controlled by Article VIII. Except as provided in this Section 6.1, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Leased Premises, or any equipment, facilities or fixtures contained therein, which shall be the responsibility of Tenant as hereinafter provided.

SECTION 6.2. QUIET ENJOYMENT

Landlord covenants and agrees that so long as Tenant has committed no default under this Lease, Tenant's peaceful and quiet possession of the Leased Premises during the Lease Term shall not be disturbed by Landlord or by anyone claiming by, through or under Landlord.

SECTION 6.3. LIMITATION ON RIGHT OF RECOVERY AGAINST LANDLORD

Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to Landlord's interest in the Shopping Center and any judgments rendered against Landlord shall be satisfied solely out of its interest in the Shopping Center. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Shopping Center and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any mortgagee of Landlord. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under the Lease, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded Tenant by law or under the Lease.

If Tenant claims or asserts that Landlord has violated or failed to perform a covenant of Landlord not to unreasonably withhold or delay Landlord's consent or approval, Tenant's sole remedy shall be an action for specific performance, declaratory judgment or injunction and in no event shall Tenant be entitled to any money damages for a breach of such covenant and in no event shall Tenant claim or assert any claim for any money damages in any action or by way of set off, defense or counterclaim, and Tenant hereby specifically waives the right to any money damages or other remedies.

ARTICLE VII. TENANT'S ADDITIONAL COVENANTS

SECTION 7.1. TENANT'S COVENANTS

Tenant covenants, at its expense, at all times during the Lease Term and at such further time as Tenant occupies the Leased Premises or any part thereof:

A. To perform promptly all of the obligations of Tenant set forth in this Lease; and pay when due the Fixed Minimum Rent, Additional Rent, and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant, without any right of recoupment, set-off, deduction or counterclaim whatsoever.

B. To open for business within thirty (30) days after the Lease Commencement Date; to use the Leased Premises only for the use provided in Section 1.1 and in compliance with the Rules and Regulations set forth in Exhibit D; not to use the Leased Premises for any exclusive use granted by Landlord to any other tenant in the Shopping Center; to keep its business located upon the Leased Premises open at all times throughout the term of this Lease during minimum Standard Operating Hours as set for in Section 1.1.Q; that it will not cease operations at said Leased Premises for a period of more than three (3) consecutive days or five (5) days in any Lease Year, without the express written consent of Landlord, which consent may be granted or withheld at Landlord's sole discretion, unless prevented from doing business therein by reason of applicable ordinances or other acts of governmental authority or acts of God.

C. Except for repairs required in Section 6.1 to be performed by Landlord, to keep the Leased Premises, including, but not limited to all partitions, doors, fixtures, equipment, apparatus and appurtenances thereof (including lighting, plumbing fixtures, sewer lines and the HVAC systems), clean, neat and safe, and in good order, repair and condition (including all necessary painting and decorating), and to keep all glass, including that in windows, doors, fixtures and skylights, clean and in good condition, and to replace glass which may be damaged or broken with glass of the same quality, damage by fire or other casualty covered by Landlord's insurance excepted. Tenant shall store all trash and garbage within the Leased Premises and arrange for the regular pickup of such trash and garbage at the Tenant's expense. Tenant shall not burn any trash or garbage at any time in or about the building and Tenant shall attend to the daily disposal thereof in the manner designated by Landlord. If Landlord shall provide any services or facilities for such pickup, the Tenant shall be obligated to use the same and shall pay a proportionate share of the actual cost thereof within ten (10) days after being billed therefor. (See Exhibit B "Landlord and Tenant's Work" for additional requirements.)

D. To make all repairs, alterations, additions or replacements to the Leased Premises required by any law or ordinance or any order or regulation of any public authority, or fire underwriters or underwriters' fire prevention engineers; to keep the Leased Premises equipped with all safety appliances so required because of such use; to procure any licenses and permits required for any such use; and to comply with the orders and regulations of all governmental authorities.

E. To the extent permissible by state law and except for Landlord's negligence or willful misconduct, Tenant waives and releases Landlord and Landlord's agents and employees from all claims for damage to person or property sustained by Tenant and/or any person claiming through Tenant resulting from any accident or occurrence in or upon the Leased Premises or the building of which it shall be a part, or any other part of the Shopping Center, including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep said building or the Leased Premises in repair; (iii) injury done or occasioned by wind, water or other natural elements; (iv) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, sink, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or Leased Premises; (viii) the escape of steam or hot water; (ix) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near such building or the Leased Premises or otherwise; (x) the falling of any fixture, plaster or stucco; and (xi) any act, omission or negligence of co-tenants or of other persons or occupants of said buildings or of adjoining or contiguous buildings or of owners of adjacent or contiguous property.

F. To permit Landlord and its agents, upon reasonable notice, except in the event of an emergency, to enter the Leased Premises at reasonable times for the purpose of inspecting same, making repairs, additions or alterations thereto or to the building in which the same are located and of showing the Leased Premises to prospective purchasers, lenders and tenants.

G. To remove, at the termination of this Lease or earlier vacation of the Leased Premises, such of Tenant's goods and effects as are not permanently affixed to the Leased Premises; to remove such of the alterations and additions made by Tenant as Landlord may request; to repair any damage caused by such removal; and peaceably to yield up the Leased Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove) and all fixtures, furnishings, floor coverings and equipment which are permanently affixed to the Leased Premises which shall thereupon become the property of Landlord, in clean and good order, repair and condition, damage by fire or other unavoidable casualty and ordinary wear and tear excepted. Any personal property of Tenant not removed within five (5) days following such termination or earlier vacation of the Leased Premises shall, at Landlord's option, become the property of Landlord.

H. If any mortgagee or trustee named in any first mortgage or trust deed hereafter placed upon the Shopping Center or any portion thereof shall elect to subject and subordinate the rights and interests of the Tenant under this Lease (in whole or in part) to the lien of its mortgage or trust deed, the rights and interests of Tenant under this Lease shall be so subject and subordinate automatically without further action needing to occur, provided that the mortgagee or trustee shall agree in writing to recognize this Lease of Tenant in the event of foreclosure if Tenant is not in default. Any mortgagee or trustee may in the alternative elect to give some or all of the rights and interest of Tenant under this Lease priority over the lien of its mortgage or trust deed. This election of such mortgagee or trustee shall be binding upon Tenant whether this Lease is dated prior to or subsequent to the date of said mortgage or trust deed. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its name, place and stead so to do.

I. To promptly furnish Landlord, from time to time, financial statements reflecting Tenant's current financial condition whenever requested by Landlord.

J. To give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Leased Premises or in or to the Common Areas of which Tenant has knowledge.

K. To pay on demand the prevailing party's expenses, including reasonable attorney's fees and court costs incurred either directly or indirectly in enforcing any obligation of either party under this Lease in curing any default by the other party as provided herein and in defending or otherwise participating in any legal proceedings initiated by or on behalf of either party against the other.

L. Not to make any nonstructural alterations, additions or improvements to the Leased Premises in excess of Five Thousand and no/100 Dollars ($5,000.00), nor to make any structural changes whatsoever without first obtaining Landlord's written consent.

M. Not to suffer or allow any mechanic's lien to be filed against the Leased Premises or the Shopping Center or any interest therein by reason of any work, labor, services or materials performed at or furnished to the Leased Premises. If any such mechanic's lien shall at any time be filed, Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise, but Tenant shall have the right to contest any and all such liens, provided security satisfactory to Landlord is deposited with Landlord. If Tenant shall fail to contest the same with due diligence (having secured Landlord as herein provided) or shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing thereof and in any case before judgment of sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord and/or all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in procuring the discharge of such lien, shall be deemed to be Additional Rent and together with interest thereon as provided in Section 9.2 shall be due and payable by Tenant to Landlord on the first day of the next following month. Nothing in this Lease shall be construed as a consent on the part of the Landlord to subject Landlord's estate in the Leased Premises to any lien or liability under the mechanic's lien law of the state.

N. Not to affix or maintain upon the glass panes and supports of the show windows, doors and the exterior of the Leased Premises any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items except such as shall have first received the written approval of Landlord as to size, type, color, location, copy, nature and display qualities. Anything to the contrary in this Lease notwithstanding, the Tenant shall not affix any sign to the roof of the Leased Premises.

SECTION 7.2. TENANT'S INSURANCE

Tenant covenants, at its expense, at all times during the Lease Term and at such further time as Tenant occupies the Leased Premises or any part thereof, to indemnify, save and hold Landlord and Landlord's agents harmless from and against all liability, injury, loss, cost, damage and/or expense (including reasonable attorneys' fees) in respect of any injury to, or death of, any person, and/or damage to, or loss or destruction of, any property while on the Leased Premises or any other part of the Shopping Center occasioned by any act or omission of Tenant, or anyone claiming by, through or under Tenant including without limitation, Tenant's agents, contractors, employees, licensees, and suppliers. Tenant further covenants to maintain, in responsible companies approved by Landlord, public liability insurance insuring Tenant and Landlord and Landlord's agents, as their interests may appear, as Additional Insured, against all claims, demands or actions for injury to or death of any one person in an amount of not less than One Million Dollars ($1,000,000) and for injury or death of more than one person in any one occurrence in an amount of not less than One Million Dollars ($1,000,000) and for damage to property in an amount of not less than Five Hundred Thousand Dollars ($500,000) made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operations of Tenant's business in the Leased Premises, and in addition, and in like amounts covering Tenant's contractual liability under the aforesaid indemnity and hold harmless clause; to carry like coverage against loss or damage by boiler or compressor or internal explosion of boilers or compressors, if there is a boiler or compressor in the Leased Premises; to maintain plate glass insurance covering all exterior plate glass in the Leased Premises and fire insurance with usual extended coverage endorsements covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment in the Leased Premises. Tenant shall be responsible for and shall insure against damage to the buildings occasioned by theft of Tenant's property. All of said insurance shall be in form and in responsible companies satisfactory to Landlord and shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Landlord. *A duly executed Certificate of Insurance clearly stating the insurance requirements provided for herein, naming Landlord and Landlord's agent as Additional Insured (which shall evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Landlord on or before the date of delivery of the Leased Premises to Tenant* *and upon renewals of such policies, not less than thirty (30) days prior to the expiration of the term of such coverage;* and that if Tenant fails to comply with such requirements, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof upon demand.

SECTION 7.3. ASSIGNMENT OF LEASE

Tenant shall not mortgage, pledge or assign this Lease or sublet the whole or any part of the Leased Premises, or permit any other person to occupy same or any part thereof, without prior written consent of Landlord, which consent shall not be unreasonably withheld so long as the assignee or sublessee has equal or better credit and business experience. Any assignment or sub-letting, even with Landlord's consent, shall not relieve Tenant from liability for payment of Fixed Minimum Rent, Additional Rent and all charges, rates and other sums; or from the obligations of Tenant set forth in this Lease.

In the event any assignment or subletting, even with the consent of Landlord, results in rental income or other lease charges in an amount greater than that provided for in this Lease, then such excess shall belong to Landlord and shall be payable to Landlord as Additional Rent herein reserved. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease, or to be a consent to any assignment for the benefit of creditors or by operation of law and shall not be effective to transfer any rights to any assignee without prior written consent of Landlord.

In the event Tenant wishes to assign this Lease and Landlord consents to such assignment, Landlord may charge a reasonable fee, not to exceed Seven Hundred Fifty and no/100 Dollars ($750.00), to help offset any costs Landlord may have in preparing such assignment, or in examining the information, financial statements, operating history, references, etc., necessary to effectuate same. If Tenant desires to assign the Lease or sublease all or part of the Leased Premises, Tenant shall submit to Landlord, at least sixty (60) days prior to the effective date of the proposed assignment or sublease, a written notice of its intent, which notice shall; (a) state the name of the proposed assignee or sublessee; (b) state the nature and character of the business of the proposed assignee or sublessee; (c) state the term, use, rental rate and other particulars of the proposed assignment or sublease, including, without limitation, evidence satisfactory to Landlord that the proposed assignee or sublessee is financially responsible and will immediately occupy and thereafter use the Leased Premises for the use stated in Section 1.1 and in accordance with Section 7.1.B; and (d) be accompanied by a copy of the proposed assignment or sublease documents. Upon receipt of said notice including items (a)—(d) above, Landlord shall have the right, at Landlord's sole discretion, within thirty (30) days after receipt of such notice, to approve or disapprove the proposed assignment or sublease, or to terminate this Lease effective as of the proposed effective date of the assignment or sublease (provided, however, that Tenant may nullify Landlord's termination right by withdrawing the proposed assignment or sublease). No assignee of the Lease or sublessee of the Leased Premises or any portion thereof may further assign or sublet the Leased Premises or any portion thereof. In the event Landlord consents to any assignment or subletting, any Renewal Options provided for in this Lease shall become null and void.

ARTICLE VIII. FIRE AND EXTENDED COVERAGE INSURANCE; DAMAGE OR EMINENT DOMAIN

SECTION 8.1. FIRE AND EXTENDED COVERAGE INSURANCE

From and after the Lease Commencement Date of the Lease and throughout the remainder of the Term of this Lease, Landlord shall procure and pay for windstorm, fire and extended coverage insurance, insuring the Shopping Center building in which the Leased Premises are located for such amount as Landlord's lender shall require, in a responsible insurance company authorized to do business in the State in which the Shopping Center exists. Such insurance policy may insure against loss or damage from fire, windstorm, tornado, hail, disaster, earthquake, vandalism, riot, malicious mischief (and including boiler insurance and war risk insurance if then available), insurance against floods if required by the Federal Flood Disaster Protection Act of 1973 and Regulations issued thereunder, and such other insurance as commonly, or in the judgment of Landlord prudently, maintained by those whose business, improvement to and use of the Leased Premises is similar to that of the Tenant. Such insurance may contain the so-called "Replacement Cost" or "Restoration Endorsement," a provision to the effect that the waiver of subrogation rights by the insured does not void the coverage, and such special endorsements as reasonably requested by Landlord. Tenant shall pay to Landlord, as Additional Rent hereunder, on the first day of each calendar month Tenant's prorata share of the premiums for said fire and extended coverage insurance, Tenant's prorata share to be the same as its prorata share of Common Areas expense.

SECTION 8.2. FIRE, EXPLOSION OR OTHER CASUALTY

In the event the Leased Premises are damaged by fire, explosion or any other casualty to an extent which is less than Fifty Percent (50%) of the cost of replacement of the Leased Premises, the damage shall promptly be repaired by Landlord at Landlord's expense, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage, and that in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment. In the event of any such damage and (i) Landlord is not required to repair as hereinabove provided, or (ii) the Leased Premises shall be damaged to the extent of Fifty Percent (50%) or more of the cost of replacement, or (iii) the building of which the Leased Premises are a part is damaged to the extent of Twenty Five Percent (25%) or more of replacement, or (iv) the buildings (taken in the aggregate) in the Shopping Center shall be damaged to the extent of more than Twenty Five Percent (25%) of the aggregate cost of replacement, Landlord may elect either to repair or rebuild the Leased Premises or the building or buildings, or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage. If the casualty, repairing or rebuilding shall render the Leased Premises untenable, in whole or in part, and the damage shall not have been due to the act or omission of Tenant, a proportionate abatement of the Fixed Minimum Rent shall be allowed from the date when the damage occurred until the date Landlord completes its work, plus the earlier of (i) sixty (60) days or (ii) the date Tenant reopens for business, however, Tenant shall pay all Additional Rent charges beginning on the date Landlord completes its works, said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenable bears to the floor space of the Leased Premises. In the event the Leased Premises shall be damaged or destroyed and the same are not repaired or rebuilt by Landlord within three hundred sixty-five (365) days after the date of the damage or destruction, unless said repair is held up by Tenant, or in the event that Thirty Percent (30%) or more of the Gross Leasable Area of the Shopping Center shall be damaged or destroyed and the same is not repaired or rebuilt within four hundred fifty-five (455) days after the date of damage or destruction, or in the event of any material damage or destruction to the Leased Premises during the last year of the Lease Term, then, in such event, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

SECTION 8.3. EMINENT DOMAIN

If the whole of the Leased Premises shall be taken by any public authority by the exercise, or under the threat of the exercise, of the power of eminent domain, the Lease Term shall cease as of the day the right to possession shall be taken by such public authority, and Tenant shall pay rent up to that date with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date the right of possession is taken. If less than all of the Floor Area of the Leased Premises shall be so taken, the Lease Term shall cease only on the parts so taken as of the day the right to possession shall be taken by such public authority, and Tenant shall pay rent up to that date with appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date the right to possession is taken and thereafter the Fixed Minimum Rent shall be equitably adjusted. Landlord shall, at its expense, make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining premises a complete architectural unit, provided that Landlord shall not be obligated to undertake any such repairs and alterations if the cost thereof exceeds the award received by Landlord. If the Floor Area of the Leased Premises so taken leaves space no longer suitable for the use set forth in Section 1.1, then the Lease Term shall cease and Tenant shall pay rent up to the date the right to possession is taken, with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date of the taking of the right to possession. If more than Twenty Five Percent (25%) of the Floor Area of the building in which the Leased Premises are located, or more than Twenty Five Percent (25%) of the aggregate Floor Area of all buildings in the Shopping Center, shall be taken by the exercise, or under the threat of the exercise, of the power of eminent domain, Landlord may, by notice in writing to Tenant delivered on or before the day of surrendering the right to possession to the public authority, terminate this Lease and rent shall be paid or refunded as of the date of termination. In the event fifty percent (50%) of the Shopping Center is lost due to such taking and such taking significantly impairs Tenant's ability to do business in the Leased Premises, Tenant shall have the right to terminate this Lease by sending a written notice ("Termination Notice") to Landlord setting forth the grounds for such termination and setting a date for such termination ("Termination Date") at least ninety (90) days prior to such Termination Date. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Leased Premises or otherwise, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation.

ARTICLE IX. DEFAULTS BY TENANT AND REMEDIES

SECTION 9.1. DEFAULTS BY TENANT

Without further notice, Landlord may terminate this Lease:

(i) five (5) days after notice of default, if any default by Tenant continues after notice of default, in case of nonpayment of rent or the nonpayment of any other charges or payments to be made hereunder by Tenant, for more than five (5) days (except no notice need be given for a monetary default occurring after the second such monetary default in any Lease Year); or

(ii) thirty (30) days after notice of default, if Tenant does not cure any nonmonetary default within a reasonable time, but in any event no later than thirty (30) days after notice of default; or

(iii) immediately if Tenant makes any assignment for the benefit of creditors, commits any act of bankruptcy or files or is subject to a petition under any bankruptcy or insolvency law, and if such a petition filed against Tenant is not dismissed within ninety (90) days; or

(iv) immediately if a receiver or similar officer becomes entitled to this leasehold; or

(v) immediately if Tenant's interest in this Lease is taken upon execution or other process of law in any action against Tenant; or

(vi) immediately if the Leased Premises are levied upon by any revenue officer or similar officer; or

(vii) immediately if Tenant does, or permits to be done, any act which creates a mechanic's lien or claim therefor against the land or building of which the Leased Premises are a part and Tenant does not comply with the provisions of Section 7.1.M; or

(viii) immediately if Tenant shall abandon, vacate or cease to continually operate its business within said Leased Premises during the term of this Lease for a period of more than three (3) consecutive days or five (5) days in any Lease Year; or

(ix) immediately if Tenant fails to open for business within thirty (30) days after the Lease Commencement Date.

Upon termination of this Lease, Landlord may re-enter the Leased Premises with or without process of law, using such force as may be necessary, and remove all persons, fixtures and chattels therefrom, and Landlord shall not be liable for any damages resulting therefrom. Upon such repossession of the Leased Premises, Landlord shall not be liable for any damages resulting therefrom. Upon such repossession of the Leased Premises, Landlord shall be entitled to recover as liquidated damages and not as a penalty, immediately and upon demand, a lump sum of money equal to (a) the value of the Fixed Minimum Rent and other sums provided herein to be paid by Tenant to Landlord for the remainder of the Lease Term where recoverable under applicable state law (the "Total Rent Amount") or (b) the Total Rent Amount, less the fair rental value of the Leased Premises for said period. Upon the happening of any one or more of the above-mentioned events, Landlord may repossess the Leased Premises by forcible entry or detainer suit, or otherwise, without demand or notice of any kind to Tenant (except as hereinabove expressly provided for) and without terminating this Lease, in which event Landlord may, but shall be under no obligation so to do, relet all or any part of the Leased Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Leased Premises for a term greater or lesser than that remaining under the Lease Term, and the right to relet the Leased Premises as a part of a larger area, and the right to change the character or use made of the Leased Premises). For the purpose of such reletting, Landlord may decorate and make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient. If Landlord does not relet the Leased Premises, Tenant shall pay to Landlord on demand as liquidated damages and not as a penalty a sum equal to the amount of the Fixed Minimum Rent, and other sums provided herein to be paid by Tenant for the remainder of the Lease Term. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting, after paying all of the expenses of such decorations, repairs, changes, alterations, additions, the expenses of such reletting and the collection of the rent accruing therefrom, to satisfy the rent herein provided to be paid for the remainder of the Lease Term, Tenant shall pay to Landlord, on demand, any deficiency and Tenant agrees that Landlord may file suit from time to time to recover any sums falling due under the terms of this section. Any recovery under this section shall be without relief from valuation and appraisement laws.

SECTION 9.2. INTEREST ON LATE PAYMENT; LATE CHARGE

Any payment due Landlord by Tenant pursuant to the terms and conditions of this lease including but not limited to all Fixed Minimum Rent, and Additional Rent which shall not be paid when due shall bear interest at the maximum rate payable by Tenant under state law, or in the absence of a maximum rate, at the rate of Eighteen Percent (18%) per annum from the date when the same is payable under the terms of this Lease until the same shall be paid. In the event any monetary payment is made more than seven (7) days after its due date, Landlord shall be entitled to a late payment fee of ONE HUNDRED and no/100 DOLLARS ($100.00) in addition to such interest charge as hereinabove set forth.

SECTION 9.3. HOLDOVER BY TENANT

In the event Tenant remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, and without the execution of a new lease, Tenant shall be deemed to be occupying the Leased Premises as a tenant from month-to-month at One Hundred Fifty Percent (150%) of the Fixed Minimum Rent subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

SECTION 9.4. LANDLORD'S RIGHT TO CURE DEFAULTS

Landlord may, but shall not be obligated to, cure at any time, without notice, any default by Tenant under this Lease at Tenant's expense. Such cost to be immediately reimbursed upon written notice from Landlord that such expense has been paid.

SECTION 9.5. EFFECT OF WAIVERS OF DEFAULT

No consent or waiver, expressed or implied, by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a consent of waiver to or of any other breach of the same or other covenant, condition or duty.

SECTION 9.6. REMEDIES CUMULATIVE

No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised, from time to time, and so often as occasion may arise or as may be deemed expedient.

SECTION 9.7. TERMINATION OF TENANT'S ADDITIONAL RIGHTS

In consideration for the faithful observance of the terms of this Lease, and any extension hereof, Tenant has negotiated for (and Landlord has granted herein) certain option rights at Section 1.1.S. (referred to in this Section as "Tenant's Additional Rights"). For so long as no event of default occurs and remains uncured beyond the cure period, if any, set out in Section 9.1 of this Lease, Tenant's Additional Rights shall remain in full force and effect. However, should an event of default occur at any time during the term hereof or any extension(s) (and remain uncured beyond the applicable cure period, if any) Tenant's Additional Rights shall terminate, and the same shall be deemed null and void thereafter. Said termination shall occur as provided herein without further notice from Landlord, and Tenant's subsequent cure after the expiration of the appropriate cure period shall not reinstate or otherwise preserve Tenant's terminated rights.

ARTICLE X. MISCELLANEOUS PROVISIONS

SECTION 10.1. MUTUAL WAIVER OF SUBROGATION RIGHTS

Whenever (i) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Leased Premises, and (ii) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person or account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect).

SECTION 10.2. NOTICES FROM ONE PARTY TO THE OTHER

All notices provided for in the Lease shall be in writing and shall be deemed to be given (a) upon the earlier of (i) actual receipt; (ii) refusal thereof; or (iii) three (3) days after having been sent, if notice was sent by prepaid registered or certified mail, return receipt requested; or (b) one (1) day after having been sent, if notice was sent by a nationally recognized overnight courier service which requires the recipient to sign a receipt; addressed, if to Tenant, at the address of Tenant set forth in Section 1.1.F, or such other address as Tenant shall have last designated by notice in writing to Landlord (which written notice to Landlord must clearly be labeled "Change of Tenant's Address for Notice Purposes"), and if to Landlord, to the place then established for the payment of rent, or such other address as Landlord shall have last designated by notice in writing to Tenant. The customary receipt shall be conclusive evidence of such service.

SECTION 10.3. BROKERAGE

Tenant warrants that it has had no dealings with any broker in connection with this Lease other than the City of Flowery Branch and Landlord's broker, Oakhurst Realty Partners, and covenants to pay, hold harmless and indemnify Landlord from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Lease or the negotiation thereof.

SECTION 10.4. RELATIONSHIP TO THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

SECTION 10.5. ESTOPPEL CERTIFICATES

At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge and deliver to Landlord no later than ten (10) days after such request, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates through which the Fixed Minimum Rent, Additional Rent, and other charges have been paid, and making such other reasonable certifications as Landlord, Landlord's mortgagee or Landlord's potential mortgagee may require.

SECTION 10.6. APPLICABLE LAW AND CONSTRUCTION

The laws of the State in which the Shopping Center exists shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles or sections.

SECTION 10.7. FORCE MAJEURE

Whenever a period of time is provided in this Lease for either party to do or perform any act or thing, said party shall not be liable or responsible for any delay due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of said party, and in any such event said time period shall be extended for the amount of time said party is so delayed, provided that this section shall not apply to Tenant's covenants to pay Rent and other charges hereunder.

SECTION 10.8. EXECUTION OF LEASE BY LANDLORD

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Leased Premises and this document becomes effective and binding only upon the execution and delivery hereof by Landlord and by Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or other agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof.

SECTION 10.9. BINDING EFFECT OF LEASE

The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease, and in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

SECTION 10.10. SURVIVAL

All representations, warranties, covenants, conditions and agreements contained herein which either expressly survive the expiration or termination of this Lease or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Lease, shall survive the termination or expiration of this Lease.

SECTION 10.11. NO MODIFICATION

This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

SECTION 10.12. SEVERABILITY

If any portion of any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 10.13. SIGN CRITERIA

Within fifteen (15) days after full Lease execution, Tenant shall submit to Landlord two (2) sets of drawings for all proposed signage. The drawings shall clearly show location of sign on storefront elevation, graphics, colors and materials. No signs of any type or description shall be erected, placed or painted in or about the Leased Premises except those signs submitted to Landlord in writing and approved by Landlord in writing, and which signs are in conformity with all applicable laws, regulations, codes and ordinances and in conformity with Landlord's sign criteria as stated in Exhibit E (including without limitation restrictions on duration of posting of sale signs or other signs by Tenant) established for the Shopping Center. Landlord reserves the right to remove, at Tenant's expense, all signs other than signs approved in writing by Landlord under this Section 10.13, without notice to Tenant and without liability to Tenant for any damages sustained by Tenant as a result thereof, and Tenant shall repair any damage caused by such removal. Tenant shall have thirty (30) days from the Possession Date in which to install approved signage on the building facade or Tenant shall be deemed in default.

SECTION 10.14. SALES AND RENTAL TAX

Tenant covenants and agrees to pay to Landlord any and all sales and/or rental taxes imposed by the State in which the Shopping Center exists or any other governmental agency with respect to all Fixed Minimum Rent, Additional Rent, and all other payments of monies, including but not limited to, Common Areas maintenance charges and Real Estate Taxes paid by Tenant to

Landlord pursuant to the terms of this Lease.

SECTION 10.15. FAILURE OF TENANT TO OPEN

If Tenant fails to open for business within thirty (30) days after the Lease Commencement Date, then Landlord may terminate this Lease, at Landlord's option, and all monies paid to Landlord shall remain the property of Landlord.

SECTION 10.16. HAZARDOUS MATERIALS

Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances, or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Leased Premises any such materials or substances. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. §§ 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C.A. §§ 6901 et seq., and any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such requirement applies to acts and/or omissions of the Tenant. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of hazardous substances or materials on the Leased Premises. In all events, Tenant shall indemnify and hold Landlord harmless in the manner elsewhere provided in this Lease from any release of hazardous materials on the Leased Premises occurring while Tenant is in possession, or elsewhere if caused by Tenant or persons acting under Tenant. The within covenants shall survive the expiration or earlier termination of the Lease term.

Landlord, to the best of Landlord's knowledge and belief, states that there are no hazardous materials within the Leased Premises as of the date of this Lease.

Landlord acknowledges that materials potentially presenting a biohazard risk may be present on the site during the course of Tenant's business activities and that such biohazardous material will be collected and stored in containers using the universal biohazardous symbol in the Leased Premises prior to proper disposal. Tenant will at all times store such material in the required manner and shall assure that the material is disposed of as required by all governmental agencies. The parties acknowledge that Landlord shall not be responsible for the disposal or storage of any such materials and that in the event Landlord, its agents or employees shall enter the Leased Premises such party shall use best efforts and caution to deal in a reasonable manner with any such materials if required to do so.

SECTION 10.17. RIGHT TO RELOCATE

In the event Landlord shall add additional buildings to the Shopping Center or expand any of the buildings currently contained therein or renovate or reconfigure any part of the Shopping Center in the vicinity of the Leased Premises, Landlord shall have the right, subject to Tenant's right of termination as set forth below to relocate Tenant's operation to other premises (the "New Premises") in another part of the Shopping Center or building in accordance with the following:

Landlord shall notify Tenant, at least one hundred fifty (150) days prior to the proposed relocation date, of Landlord's intention to relocate Tenant's operation to the New Premises; the proposed relocation date and the size, configuration and location of the New Premises shall be set forth in Landlord's notice; and the New Premises shall be substantially the same in size and configuration as the Leased Premises described in the Lease.

In the event Landlord relocates Tenant and has completed the Tenant Improvements at Landlord's expense, Tenant shall enter into a new lease agreement with Landlord for a period of five (5) years under the same terms and conditions of this Lease.

In the event the New Premises described in Landlord's relocation notice are unacceptable to Tenant, Tenant shall have the right, exercisable by written notice to Landlord, given thirty (30) days following receipt of Landlord's relocation notice, to reject the relocation request. Upon Landlord's receipt of Tenant's rejection Landlord shall, in its sole discretion, have the right to terminate this Lease, such termination to be effective as of the proposed relocation date as set forth in Landlord's notice or to retract the relocation request and this Lease shall continue in full force and effect. Failure by Tenant to timely exercise such right shall be deemed a waiver with respect thereto and confirmation that the New Premises are acceptable to Tenant. Tenant shall have the right to accept the New Premises only for the unexpired term of this Lease.

Landlord has made no representation as to any additional improvements or stores or any existing stores in the Shopping Center and this provision does not create any rights of option, first refusal or otherwise with respect to any present or future space in the Shopping Center.

SECTION 10.18. AMERICANS WITH DISABILITIES ACT

Landlord agrees that at the time of delivery to Tenant all common areas, such as sidewalks and parking lots to the best of Landlord's knowledge will comply with the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder. At Tenant's expense, Tenant agrees to design, furnish, and construct the Leased Premises to comply with the Americans with Disabilities Act of 1990.

Within ten (10) days after receipt, Landlord and Tenant shall advise the other party in writing, and provide the other with copies of (as applicable), any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Property or of the Leased Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Property or of the Leased Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Property or the Leased Premises.

SECTION 10.19. RECORDATION

Neither this Lease nor a short form or memorandum thereof shall be recorded in the public records.

SECTION 10.20. LANDLORD'S RESTRICTIONS

Except as permitted by existing leases, Landlord, to the best of Landlord's ability, agrees that no part of the Shopping Center shall be occupied by an adult book or adult video store or other businesses which sell or display pornographic material, however, any sale of adult magazines or rental of adult videos in less than ten percent (10%) of the sales floor area of any tenant shall not be considered a violation of this agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

Date: June 2, 2022

LANDLORD: City of Flowery Branch, GA

Shelia R Cooper

By: Edward R. Asbridge, Mayor

ATTEST:

Edward R. Asbridge

By: Shelia Cooper, City Clerk

Date: June 2, 2022

TENANT: S4 Elephants Catering, LLC

Viravanh

By: Viravanh Xayavongsa

By: Soukanh Xayavongsa

Sworn to and subscribed before me

this 31st day of May, 2022.

Patty Hurt

PATTY HURT
Notary Public
HALL COUNTY, STATE of GEORGIA
My Commission Expires July 30, 2022

NOTARY PUBLIC

My Commission Expires: _______________

[NOTARY SEAL]

EXHIBIT A
SITE PLAN

This Exhibit is solely for the purpose of showing the approximate location of the Leased Premises within the Shopping Center and for no other reason whatsoever. Landlord reserves the right to relocate, change, expand or delete parking spaces or parking areas, curb cuts, entrances, service areas, total building area, frontage, etc., including expansion or demolition of existing or new buildings.

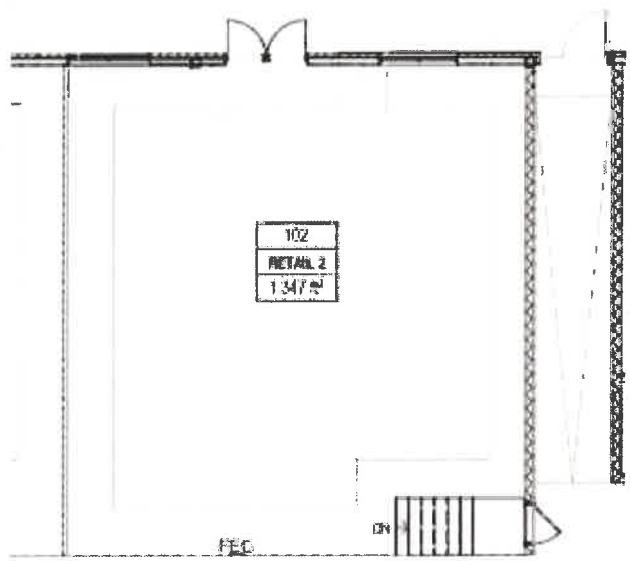

EXHIBIT B

LANDLORD AND TENANT'S WORK

Landlord's Work

1. Notwithstanding anything to the contrary contained herein, Tenant acknowledges and agrees to accept delivery of possession of the Leased Premises in the present "AS IS" condition, without any representation or warranty as to said condition, it being understood that Landlord has no obligation to perform any work or repairs in connection with the preparation of the Leased Premises for Tenant's occupancy, except as set forth below:

a. Landlord shall deliver the major components of the internal grease trap, sanitary sewer stub, ventilation chase for hood exhaust and an undistributed HVAC system in good working order.

2. Provided Tenant is not in default hereunder and shall have completed Tenant's Work in compliance with the plans and specifications approved by Landlord and in compliance with all governmental codes, ordinances and the terms hereof, Landlord shall pay to Tenant a sum up to Sixty Seven Thousand, Three Hundred Fifty and No/100 Dollars ($67,350.00) as a construction allowance (the "Tenant Improvement Allowance"), in no event to exceed the actual costs of improvements constituting Tenant's Work which are installed in the Leased Premises. The Tenant Improvement Allowance shall be paid by Landlord in four installments at the following times: (a) completion of 25% of the Tenant Work; (b) completion of 50% of the Tenant Work; (c) completion of 75% Tenant Work; and (d) the date Tenant opens the Leased Premises to the public. The payment of all installments shall be subject to Landlord's inspection confirming the percentage of Tenant Work has been completed in compliance with all applicable laws, codes, rules, and regulations. Additionally, the payment of the final installment is conditioned upon the Tenant delivers to Landlord the following documentation: (i) a certificate of occupancy for the Leased Premises, (ii) waivers of lien in form and substance satisfactory to Landlord, (iii) paid invoices for Tenant's Work for which the Tenant Improvement Allowance will be or has been applied, (iv) proof of installation of a Landlord approved exterior sign on the Leased Premises which identifies Tenant's business. Any portion of the Tenant Improvement Allowance not utilized by Tenant in connection with initial improvement of the Leased Premises in accordance with the provisions of this Work Schedule shall be retained by Landlord for Landlord's benefit. No portion of the Tenant Improvement Allowance shall be applied toward Tenant's moving expenses, furniture, trade fixtures, equipment or any other personal property of Tenant. In the event of default under this Lease by Tenant, which default shall not have been fully cured by Tenant within any applicable cure period allowed under this Lease, any and all portions of the Tenant Improvement Allowance which shall have theretofore been disbursed to Tenant shall constitute additional rent and shall be immediately due and payable as such to Landlord.

3. During the construction of the Tenant Improvements, Landlord shall make disbursements of the Tenant Improvement Allowance for the benefit of Tenant in installments as set forth in Paragraph 2 above and shall authorize the release of monies for the benefit of the Tenant as follows:

During the construction of the Tenant Improvements (or such other date as the Landlord may designate), Tenant shall deliver to Landlord: (a) a request for reimbursement of amounts paid to the contractor, approved by Tenant in a form to be provided by landlord, showing the schedule, by trade, of percentage of completion of the Tenant Improvements in the Premises, detailing the portion of the work completed and the portion not completed, (b) all invoices for labor rendered and materials for the Premises, (c) executed mechanic's lien releases as applicable, from all of Tenant's agents performing work in the Premises, and (d) all other information reasonably required by Landlord. Tenant's request for payment shall be deemed Tenant's acceptance and approval of the work furnished and/or the materials supplied as set forth in the Tenant's reimbursement request. Within thirty (30) days thereafter, Landlord shall deliver a check to Tenant made payable to Tenant in payment of the lesser of (i) the amounts so requested by Tenant as, or (ii) the balance of any remaining available portion of the Tenant Improvement Allowance balance provided that Landlord does not dispute any request for payment based on non-compliance of any work with the plans and specifications or due to any substandard work. Landlord's payment of such amounts shall not be deemed Landlord's approval or acceptance of the work furnished or materials supplies as set forth in Tenant's payment request. Upon completion of the construction of the Tenant Improvements, Tenant shall deliver to Landlord properly executed mechanic's liens for work furnished and/or the materials supplied.

Tenant's Work

1. Tenant agrees to submit to Landlord plans and specifications covering the Tenant Improvements in such detail as Landlord or Managing Agent may require within fifteen (15) days of execution of this Lease and Tenant agrees not to commence work on any of the Tenant Improvements until Landlord has approved such plans and specifications in writing. On or before the Possession Date, Tenant shall deposit with Landlord a certificate of insurance clearly stating the insurance requirements specified in Section 7.2, Tenant shall commence Tenant's Work and proceed diligently and continuously to completion, including installation of fixtures and equipment in the Leased Premises. At all times during Tenant's construction, Landlord and its representatives shall have the right to enter upon the Leased Premises for the purpose of inspecting construction and progress of the Tenant Improvements. Tenant, at its sole cost, shall complete all interior improvements needed to operate its business.

2. Heating and Air Conditioning Maintenance Provisions:

Tenant, at its sole cost, shall maintain the air conditioning (includes heating) units(s) for the Leased Premises in good condition and repair throughout the term of this Lease.

As a part of its air conditioning maintenance obligation, Tenant shall enter into an annual contract with an air conditioning repair firm, fully licensed to repair air conditioning units in the State in which the Shopping Center exists, which firm shall:

a. Regularly service the air conditioning unit(s) on the Leased Premises on a monthly basis, changing belts, filters and other parts as required; and supply Landlord with copies of the maintenance reports should Landlord request them to do so.

b. Perform energy and extraordinary repairs on the air conditioning unit(s).

c. Keep a detailed record of all services performed on the Leased Premises and prepare an annual service report to be furnished to the Tenant at the end of each calendar year.

Tenant shall furnish to Landlord at the end of each calendar year, a copy of said annual service report. Not later than thirty (30) days prior to the Lease Commencement Date of the term of this Lease and annually thereafter, Tenant shall furnish to Landlord a copy of the air conditioning maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Nothing stated herein above shall limit Tenant's obligation to maintain the air conditioning unit(s) in good condition and repair throughout the Term of this Lease.

EXHIBIT C
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in GMD 1270, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

The Retail Master Unit of the FB Main Street Master Condominium, as established by the Declaration of Condominium for FB Main Street, A Master Condominium, of record in Deed Book 8924, Page 507-595, Hall County, Georgia records, together with the undivided percentage of interest in the Common Elements appurtenance to said Unit as set forth in Exhibit B of the Declaration of Condominium for FB Main Street, A Master Condominium. Reference is hereby made to the plat of FB Main Street, A Master Condominium of record in Plat Book 880, Page 440 in Plat Book 880, Pages 441-445 Hall County, Georgia records, for a more complete identification and description of the Retail Master Unit.

EXHIBIT D
RULES AND REGULATIONS

Tenant covenants and agrees that Tenant, at its own cost and expense:

(a) Will keep all exterior and interior store front surfaces clean and will maintain the rest of the Leased Premises and all corridors and loading areas immediately adjoining the Leased Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests;

(b) Will not permit accumulations of any refuse, but will remove the same and keep such refuse in odor-proof, rat-proof containers within the interior of the Leased Premises shielded from the view of the general public until removed and will not burn any refuse whatsoever but will cause all such refuse to be removed by such person or companies, including Landlord, as may be designated in writing by Landlord and will pay all charges therefor, which shall in all events be competitive within the same geographical area for similar services performed by a reputable person or company; provided, however that Landlord may decline to designate any such person or company in which event all such refuse shall be removed by such person or company as Tenant, subject to Landlord's prior written approval, shall select;

(c) Will promptly replace, any plate glass or window glass of the Leased Premises which may become cracked or broken, with glass of a like kind and quality;

(d) Will not, without Landlord's prior written consent, place or maintain any merchandise or other articles in any vestibule or entry of the Leased Premises or within two (2) feet of any entrance from the Leased Premises, on the foot walk adjacent thereto or elsewhere on the exterior thereof;

(e) Will not use or permit the use of any apparatus, or sound reproduction or transmission, or any musical instrument in such manner that the sound so produced, transmitted or reproduced shall be audible beyond the confines of the Leased Premises, and will not use any other advertising medium, including without limitation flashing lights, or search lights which may be heard or seen outside of the Leased Premises;

(f) Will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Leased Premises;

(g) Will not cause or permit objectionable odors to emanate or be dispelled from the Leased Premises;

(h) Will not solicit business, distribute handbills or other advertising matter or hold demonstrations in the parking areas or other Common Areas;

(i) Will not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area, or other Common Areas in the Shopping Center;

(j) Will comply with all laws, rules, regulations, guidelines, orders and ordinances of applicable federal, state and local governmental authorities, commissions, boards and agencies with respect to this Lease, the use of Leased Premises or any work to be performed in the Leased Premises by Tenant and Tenant shall secure all permits, leases and approvals required for Tenant's use of the Leased Premises. In addition, Tenant shall also comply with all recommendations of the Association of Fire Underwriters, Factory Mutual Insurance Companies, the Insurance Services Organization, or other similar body establishing standards for fire insurance ratings with respect to the use occupancy of the Leased Premises by Tenant, and will participate in periodic fire brigade instructions and drills at the request of Landlord and will supply, maintain, repair and replace for the Leased Premises any fire extinguisher or other fire prevention equipment and safety equipment (including insulation of approved hoods and ducts if cooking activity is conducted in the Leased Premises) required by the aforementioned rules, regulations and associations or other body in order to obtain insurance at the lowest available premium rate throughout the Term of the Lease;

(k) Will keep all outside areas immediately adjoining the Leased Premises including, but not limited to, sidewalks and loading docks free from ice and snow and Tenant hereby agrees that Tenant is solely liable for any accidents occurring on said outside areas due or alleged to be due to any accumulation of ice and snow;

(l) Will not use the plumbing facilities for any other purpose than that for which they are constructed and will not permit any foreign substance of any kind to be thrown therein and the expense of repairing any breakage, stoppage, seepage or damage, whether occurring on or off the Leased Premises, resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees shall be borne by Tenant. All grease traps and other plumbing traps shall be kept clean and operable by Tenant at Tenant's own cost and expense;

(m) Will not permit any shopping carts in the Common Areas even if taken there by customers;

(n) Will not place or cause or permit to be placed within the Leased Premises, pay telephones, vending machines (except those for the exclusive use of this Tenant's employees) or amusement devices of any kind without the prior written consent of Landlord;

(o) Will comply with all obligations of the FB Main Street – A Master Condominium Declaration of Covenants and By-Laws.

EXHIBIT E
SIGN CRITERIA

Signs shall be furnished and installed by Tenant according to the following:

1. Landlord may erect and maintain such suitable signs or signage as Landlord, in its sole discretion, may deem appropriate to advertise the Premises.

2. Tenant may erect and maintain, at its sole cost and expense, not more than one (1) sign upon the exterior of the Premises, identifying Tenant's business by name. No such sign erected by Tenant shall contain a listing of merchandise or service or any slogan related to Tenant's business.

3. Tenant shall submit sign layout to Landlord for approval prior to its fabrication and installation.

4. All signs and sign locations must be approved by Landlord prior to installation, and Landlord reserves the right, in its sole discretion, to reject any sign proposed by Tenant that does not meet Landlord's requirements.

5. All signs must comply with applicable government regulations and requirements, and Tenant shall keep all signs property maintained and in good working order.

6. Care should be taken to prevent damage to the façade during sign installation.

7. Signage shall be installed in a manner so as not to create leaks through penetrations of the façade.

8. All permits and licenses for sign installation shall be the responsibility of Tenant or sign contractor.

EXHIBIT F

GUARANTY OF LEASE

LANDLORD:	CITY OF FLOWERY BRANCH, GEORGIA
TENANT:	4 ELEPHANTS CATERING, LLC
LEASE DATE:	

GUARANTY

FOR VALUE RECEIVED, and in consideration of, and as an inducement for the execution and delivery of the Lease dated above, for demising store premises in the FB Main Street – A Master Condominium Shopping Center (hereinafter called the "Lease"), by and between CITY OF FLOWERY BRANCH, GEORGIA, (hereinafter called "Landlord"), and E4 ELEPHANTS CATERING, LLC, (hereinafter called "Tenant"), the undersigned, Viravanh Xayavongsa and Soukanh Xayavongsa, individuals, (hereinafter called "Guarantor"), hereby guarantees to Landlord, its successors and assigns, the full and prompt payment of rent, including, but not limited to, the Fixed Minimum Rent, Additional Rent and any and all other sums and charges payable by Tenant, its successors and assigns, under said Lease, including specifically, but not by way of limitation, real estate taxes, insurance premiums, Common Areas and facilities charges, utility charges, heating, ventilating and cooling charges, air conditioning service charges, charge for heating, and Tenant's share of special assessments, and further hereby guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements herein provided to be performed and observed by Tenant, its successors and assigns; and Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if default shall at any time be made by Tenant, its successors and assigns, in the payment of any such Fixed Minimum Rent, Additional Rent and any and all other sums and charges payable by Tenant, its successors and assigns, under said Lease, including specifically, but not by way of limitation, real estate taxes, insurance premiums, Common Areas and facilities charges, utility charges, heating, ventilating and cooling charges, air conditioning service charges, charge for heating, and Tenant's share of special assessments, or if Tenant should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in said Lease, Guarantor will forthwith pay such Fixed Minimum Rent, Additional Rent and other such sums and charges to Landlord, its successors and assigns, and any arrearages thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions, and will forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant, its successors and assigns, under said Lease, including, without limitation, all reasonable attorneys' fees, disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guarantee of payment and of performance. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this

Guaranty and the obligations of Guarantor hereunder shall in nowise be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or against Tenant's successors and assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of said Lease.

This Guaranty shall be a continuing guaranty and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extension of time that may be granted by Landlord to Tenant, its successors or assigns, or a changed or different use of the Leased Premises consented to in writing by Landlord, or by reason of any dealings or transactions or matter or thing occurring between Landlord and Tenant, its successors or assigns, whether or not notice thereof is given to Guarantor. Guarantor shall promptly furnish Landlord, from time to time, financial statements reflecting Tenant's current financial condition whenever requested by Landlord.

Landlord's consent to any assignment or assignments, and successive assignments by Tenant, of the Lease made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

The assignment by Landlord of the Lease and/or the avails and proceeds thereof made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

All of Landlord's rights and remedies under the said Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. If there is more than one Guarantor hereunder, each Guarantor is jointly and severally liable hereunder, and they are collectively herein referred to as the Guarantor.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty the date above set forth.

GUARANTOR(S):

Viravanh Xayavongsa, INDIVIDUALLY

By: Viravanh Xayavongsa, an Individual
Address: 6608 Windbrook Way
Flowery Branch, GA. 30542

Social Security Number: 577-04-3069
Soukanh Xayavongsa, INDIVIDUALLY

By: Soukanh Xayavongsa, an Individual
Address: 6608 Windbrook Way

Flowery Branch, GA. 30542
Social Security Number: 228-25-3450

Sworn to and subscribed before me
this is 31st day of May 2022.

Patty Hurt

NOTARY PUBLIC

PATTY HURT
Notary Public
HALL COUNTY, STATE of GEORGIA
My Commission Expires July 30, 2022

My Commission Expires:

[SEAL]

EXHIBIT G
RENT SCHEDULE

The following schedule shall begin on the Fixed Minimum Rent Commencement Date. Notwithstanding the foregoing, beginning on the Possession Date Tenant shall begin the payment of Tenant's prorata share of Additional Rent as shown in Section 1.1.M.

LEASE TERM

Term	Monthly Fixed Minimum Rent	Annual Fixed Minimum Rent	Additional Rent
Months 1 – *12*	$2,806.25	$33,675.00	Full Amount Due Under the Lease
Months 13 – *24*	$2,890.44	$34,685.25	Full Amount Due Under the Lease
Months 25 – 36	$2,977.15	$35,725.25	Full Amount Due Under the Lease
Months 37 – 48	$3,066.47	$36,797.58	Full Amount Due Under the Lease
Months 49 – 60	$3,158.46	$37,901.51	Full Amount Due Under the Lease
Months 61 - 72	$3,253.21	$39,038.55	Full Amount Due Under the Lease
Months 73 - 84	$3,350.81	$40,209.71	Full Amount Due Under the Lease

FIRST OPTION

Term	Monthly Fixed Minimum Rent	Annual Fixed Minimum Rent	Additional Rent
Months 85 - 96	$3,451.33	$41,416.00	Full Amount Due Under the Lease
Months 97 – 108	$3,554.87	$42,658.48	Full Amount Due Under the Lease
Months 109 - 120	$3,661.52	$43,938.24	Full Amount Due Under the Lease

FIRST AMENDMENT TO FB MAIN STREET
A MASTER CONDOMINIUM SHOPPING CENTER LEASE AGREEMENT

THIS FIRST AMENDMENT TO FB MAIN STREET A MASTER CONDOMINIUM SHOPPING CENTER LEASE AGREEMENT (this "Amendment"), is made and entered into effective the 2nd day of November, 2022, by and between the CITY OF FLOWERY BRANCH (hereinafter referred to as "Landlord") and 4 ELEPHANTS CATERING, LLC, a limited liability company, (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into that certain lease agreement dated June 2, 2022 (the "Original Lease"), for that certain property commonly known as 5519 Main Street, Suite 102, Flowery Branch, Georgia (the "Demised Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Original Lease, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, AND IN CONSIDERATION of the sum of One and No/100 Dollars ($1.00), each to the other paid, the receipt and adequacy and sufficiency of which is hereby acknowledge, and the mutual covenants flowing between the parties hereto, the Original Lease is hereby amended as follows:

1. Recitals. Each of the foregoing recitals and representations in this Amendment form a material part of this Amendment and are incorporated herein by this reference, and such recitals and representations and the Original Lease are hereby ratified.

2. Basic Lease Provisions. Section 1.1. K. FIXED MINIMUM RENT COMMENCEMENT DATE is deleted in its entirety and replaced with the following: "Earlier of (i) Tenant opening for business or (ii) eleven (11) months following the Lease Commencement Date."

EXCEPT AS HEREIN PROVIDED, all other terms and conditions of the Original Lease shall remain the same and the parties hereto do hereby ratify the Original Lease.

IN WITNESS WHEREOF, Landlord and Tenant have carefully read and reviewed this Amendment and each term and provision contained herein, and by the execution of this Amendment shows their informed and voluntary consent thereto. The parties hereby agree that, at the time this Amendment is executed, the terms of this Amendment are commercially reasonable and effectuate the intent and purpose of Landlord and Tenant with respect to the Demised Premises.

This ______ day of November, 2022.

Signatures Next Page

LANDLORD: CITY OF FLOWERY BRANCH, GEORGIA

By: ______________________________
Edward R. Asbridge, Mayor

ATTEST:

____
Shelia Cooper, City Clerk

TENANT: 4 ELEPHANTS CATERING, LLC

By: ______________________________
Viravanh Xayavongsa, Member

By: ______________________________
Soukanh Xayavongsa, Member

Sworn to and subscribed before me
this_____ day of November, 2022.

____
NOTARY PUBLIC
My commission expires: _________

SECOND AMENDMENT TO FB MAIN STREET
A MASTER CONDOMINIUM SHOPPING CENTER LEASE AGREEMENT

THIS SECOND AMENDMENT TO FB MAIN STREET A MASTER CONDOMINIUM SHOPPING CENTER LEASE AGREEMENT (this “Amendment”), is made and entered into effective the 2nd day of March, 2023, by and between the CITY OF FLOWERY BRANCH (hereinafter referred to as “Landlord”) and 4 ELEPHANTS CATERING, LLC, a limited liability company, (hereinafter referred to as “Tenant”).

WHEREAS, Landlord and Tenant entered into that certain lease agreement dated June 2, 2022 (the “Original Lease”), and signed a first amendment on November 2, 2022, for that certain property commonly known as 5519 Main Street, Suite 102, Flowery Branch, Georgia (the “Demised Premises”); and

WHEREAS, Landlord and Tenant desire to amend the Original Lease, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, AND IN CONSIDERATION of the sum of One and No/100 Dollars ($1.00), each to the other paid, the receipt and adequacy and sufficiency of which is hereby acknowledge, and the mutual covenants flowing between the parties hereto, the Original Lease is hereby amended as follows:

1. Recitals. Each of the foregoing recitals and representations in this Amendment form a material part of this Amendment and are incorporated herein by this reference, and such recitals and representations and the Original Lease are hereby ratified.

2. Basic Lease Provisions. Section 1.1. K. FIXED MINIMUM RENT COMMENCEMENT DATE is deleted in its entirety and replaced with the following: “Earlier of (i) Tenant opening for business or (ii) eleven (11) months following the Lease Commencement Date.”

EXCEPT AS HEREIN PROVIDED, all other terms and conditions of the Original Lease shall remain the same and the parties hereto do hereby ratify the Original Lease.

IN WITNESS WHEREOF, Landlord and Tenant have carefully read and reviewed this Amendment and each term and provision contained herein, and by the execution of this Amendment shows their informed and voluntary consent thereto. The parties hereby agree that, at the time this Amendment is executed, the terms of this Amendment are commercially reasonable and effectuate the intent and purpose of Landlord and Tenant with respect to the Demised Premises.

This ______ day of March, 2023.

Signatures Next Page

LANDLORD: CITY OF FLOWERY BRANCH, GEORGIA

By: ______________________________
Edward R. Asbridge, Mayor

ATTEST:

____
Shelia Cooper, City Clerk

TENANT: 4 ELEPHANTS CATERING, LLC

By: ______________________________
Viravanh Xayavongsa, Member

By: ______________________________
Soukanh Xayavongsa, Member

Sworn to and subscribed before me
this_____ day of March, 2023.

____
NOTARY PUBLIC
My commission expires: _________

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider August 17, 2023 City Council Meeting Minutes

COUNCIL MEETING DATE: September 7, 2023

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Unofficial August 17, 2023 City Council Meeting Minutes.pdf

City of Flowery Branch
City Council Meeting
Thursday, August 17, 2023, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542

CALL WORK SESSION TO ORDER:

Mayor Asbridge called the council meeting to order at 6:01 p.m.

Present: Mayor Asbridge and Council Members Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, and Chris Mundy.

Also present were Community Relations Director Renee Carden, Assistant City Clerk Nancy Rodriguez, Finance Director Matt Hamby, Planning & Community Development Director Rich Atkinson, Public Works & Utilities Director Bill Whidden and City Attorney Karen Thomas.

Absent: City Manager Tonya Parrish and City Clerk Shelia Cooper

PLEDGE OF ALLEGIANCE:

Mayor Asbridge led the Pledge of Allegiance.

ADOPTION OF AGENDA:

There was a motion made to adopt the agenda as presented.

MOTION: Oliver McClellan
SECOND: Chris Mundy
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

PUBLIC HEARING:

There were no public hearings.

NEW BUSINESS – W.ORK SESSION

Consent Termination of FB Main Street, a Master Condominium Shopping Center Lease Agreement with El Sabor Costeno Taqueria, LLC.

City Attorney presented a consideration for termination of FB Main Street, a Master Condominium Shopping Center Lease Agreement with El Sabor Costeno Taqueria, LLC.

DEPARTMENT REPORTS:

Community Relations Report:
Director Carden gave an update on the City's new website that should be live in a few weeks. She reminded citizens of the events in the City which are all listed on our website. The City is partnering with the Boys Scout Troop 228 for a Fall Festival on September 23, 2023 from 10:00 a.m. until 9:00 p.m. and ending the evening with the Swingin' Medallions performing at 7:00 p.m.

Human Resources Report:
Director Hightower stated she was excited to have been chosen for this position.

Council Report:
Council Member McClellan reported citizens can watch the council meetings live on The City of Flowery Branch Government YouTube Channel and the meetings are archived and can be viewed later. He thanked those who watch online.

Mayor Asbridge announced the events happening in the City in September. There will be a Car Show and Chili Cookoff, Fall Festival, and a Cornhole Tournament in September along with the Farmer's Market and Music in the Branch.

ADJOURNMENT WORK SESSION:

Mayor Asbridge adjourned the work session at 6:09 p.m.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Asbridge called the voting session to order at 6:09 p.m.

PUBLIC COMMENTS:

There were no public comments.

CONSENT AGENDA:

- Consider August 3, 2023 City Council Meeting Minutes
- Consider August 3, 2023 Executive Session Minutes

There was a motion made to approve the consent agenda as presented.

MOTION: Chris Mundy
SECOND: Oliver McClellan
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

UNFINISHED BUSINESS - VOTING SESSION:

Consider Second Vote for Ordinance 696 for an Annexation and Ordinance 697 for a Rezoning Request submitted by Cook Communities.

Attorney Thomas read the caption for Ordinance 696 for an Annexation request submitted by Cook Communities.

There was a motion made to approve the second reading for Ordinance 696 for an Annexation request submitted by Cook Communities.

MOTION: Joe Anglin
SECOND: Chris Mundy
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

Attorney Thomas read the caption for Ordinance 697 for a Rezoning request submitted by Cook Communities.

There was a motion made to approve the second reading for Ordinance 697 for a Rezoning request submitted by Cook Communities.

MOTION: Chris Mundy
SECOND: Joseph Mezzanotte
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

Council held a discussion regarding the Cook Communities.

Consider Ordinance 698 to Amend the City Flowery Branch Retirement Plan through GMA.

City Attorney Thomas read the caption for Ordinance 698 to amend the City of Flowery Branch Retirement Plan through GMA.

There was a motion made to approve the second reading of Ordinance 698 to amend the City of Flowery Branch Retirement Plan through GMA.

MOTION: Oliver McClellan
SECOND: Joseph Mezzanotte
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

NEW BUSINESS – VOTING SESSION

Consent Termination of FB Main Street, a Master Condominium Shopping Center Lease Agreement with El Sabor Costeno Taqueria, LLC.

There was a motion made to approve the termination of FB Main Street, a Master Condominium Shopping Center Lease Agreement with El Sabor Costeno Taqueria, LLC.

MOTION: Oliver McClellan
SECOND: Chris Mundy
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

EXECUTIVE SESSION:

There was a motion made to enter executive session for matters related to the acquisition/disposition of real estate and for matters related to pending or potential litigation at 6:17 p.m.

MOTION: Joe Anglin
SECOND: William McDaniel
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

There was a motion made to exit executive session at 7:51 p.m.

MOTION: Oliver McClellan
SECOND: William McDaniel
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

ADJOURNMENT:

There was a motion made to adjourn the meeting at 7:52 p.m.

MOTION: Oliver McClellan
SECOND: Chris Mundy
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

Edward R. Asbridge, Mayor	Date	Shelia Cooper, City Clerk

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider August 17, 2023 Executive Session Minutes

COUNCIL MEETING DATE: September 7, 2023

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

-

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider August 2023 Per Diem for Mayor Asbridge

COUNCIL MEETING DATE: September 7, 2023

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Mayor Per Diem - August 2023.pdf

City of Flowery Branch
Mayor & Council Attendance Sheet Per Diem Pay

Name: Mayor Edward Asbridge Month/Year: August 2023

Meeting Date	Description of Meeting
August 8, 2023	HPMPO Meeting
August 11, 2023	Chamber Economic Development Meeting
August 16, 2023	Chattahoochee Country Club GA Dept of Economic Dev.
August 17, 2023	FB Highschool Football Commercial
August 22, 2023	South Hall Bus Coalition Lanier College

My signature certifies that I am eligible to be paid for 5 meeting dates, a maximum of 5 per month, in accordance with the Per Diem Pay as described in Ordinance 477 and at a rate of $50.00 per meeting.

Total of $250.00

Signature

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Executing a Memorandum of Understanding (MOU) with Parkside Partners, LLC for the development of Downtown Flowery Branch or Old Town – Phase II.

COUNCIL MEETING DATE: September 7, 2023

HISTORY:
The Tax Allocation District was created in conjunction with the "City of Flowery Branch Old Town Redevelopment Plan" dated January 2, 2014. The plans are to create walkable, mixed-use developments within Old Town. Phase I of the project is complete and Phase II will begin with this MOU.
Over time, the City has acquired certain properties near Downtown for municipal or redevelopment purposes.

FACTS AND ISSUES:
Parkside Partners has expressed an interest in exploring the possible acquisition of development rights to one or more of the city-owned parcels for constructing one or more projects containing retail, office, or residential components. This MOU provides Parkside Partners with the exclusive right to develop the project in one or more phases.
As part of the redevelopment, the city and Parkside Partners are agreeing to share costs to retain consultants and obtain third-party reports that will enable Parkside Partners to understand
existing conditions of the city-owned parcels and to complete its due diligence prior to proposing a formal agreement to develop the project.
The redevelopment is in the Tax Allocation District.

OPTIONS:
1) Execute this MOU with Parkside Partners, LLC.
2) Do not execute this MOU with Parkside Partners, LLC.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:
$75,000 - budgeted

RECOMMENDATION:
Execute a memorandum of understanding (MOU) with Parkside Partners, LLC for the Old Town Redevelopment – Phase II.

SAMPLE MOTION:
I make a motion to execute the Memorandum of Understanding with Parkside Partners, LLC.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- ES - MOU Parkside Partners Downtown Phase II.pdf
- Draft MOU Old Town Redevelopment_08_28_23 - final TSDP EG.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Execute a Memorandum of Understanding (MOU) with Parkside Partners, LLC for the development of Downtown Flowery Branch or Old Town – Phase II.

DATE: August 29, 2023

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL- $75,000

COUNCIL ACTION REQUESTED ON: September 7, 2023

PURPOSE: Execute a memorandum of understanding (MOU) with Parkside Partners, LLC for the Old Town Redevelopment – Phase II.

HISTORY: The Tax Allocation District was created in conjunction with the "City of Flowery Branch Old Town Redevelopment Plan" dated January 2, 2014. The plans are to create walkable, mixed-use developments within Old Town. Phase I of the project is complete and Phase II will begin with this MOU.

Over time, the City has acquired certain properties near Downtown for municipal or redevelopment purposes.

FACTS: Parkside Partners has expressed an interest in exploring the possible acquisition of development rights to one or more of the city-owned parcels for constructing one or more projects containing retail, office, or residential components. This MOU provides Parkside Partners with the exclusive right to develop the project in one or more phases.

As part of the redevelopment, the city and Parkside Partners are agreeing to share costs to retain consultants and obtain third-party reports that will enable Parkside Partners to understand existing conditions of the city-owned parcels and to complete its due diligence prior to proposing a formal agreement to develop the project.

The redevelopment is in the Tax Allocation District.

OPTIONS:

1) Execute this MOU with Parkside Partners, LLC.
2) Do not execute this MOU with Parkside Partners, LLC.

RECOMMENDED SAMPLE MOTION:

1) I make a motion to execute the Memorandum of Understanding with Parkside Partners, LLC.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

Memorandum of Understanding
By and Between the City of Flowery Branch, Georgia and Parkside Partners, LLC

This Memorandum of Understanding (this "MOU") - is entered into this ____ day of ___ ____________2023 (the "effective Date") by and between the CITY OF FLOWERY BRANCH, a Georgia municipal corporation, (hereafter "the City"), and PARKSIDE PARTNERS, LLC or its Affiliate (hereafter referred to as "Parkside" or the "Developer"). The City and Parkside are collectively referred to herein as the "Parties."

WHEREAS, the City has determined that encouraging redevelopment within its historic downtown area, known locally as "Old Town Flowery Branch" is in the collective best interest of its citizens; and has prepared a redevelopment plan to create walkable mixed-use developments within Old Town, as outlined in the "City of Flowery Branch Old Town Redevelopment Plan" dated January 2, 2014 (hereafter the "Redevelopment Plan"); and

WHEREAS, the City has acquired certain properties in Old Town over time for municipal or redevelopment purposes, and with the objective of eventually offering some of those properties or portions of some properties to the private sector for redevelopment; including properties identified in "Exhibit A", attached and incorporated herein (hereafter the "City Parcels"), and over the past several years has periodically invited or considered proposals from qualified developers who have expressed interest in obtaining development rights to said City Parcels; and

WHEREAS, the City has determined that in order to cause the Old Town Redevelopment Plan to be economically feasible, it has created a Tax Allocation District ("TAD") for the purpose of funding eligible redevelopment costs, in accordance with the Georgia Redevelopment Powers Law, and has entered into an Intergovernmental Agreement ("IGA") with Hall County Georgia, (the "County") whereby the City and the County have agreed to annually contribute "tax allocation increments" for such purposes, until such time as the IGA expires and the TAD is terminated; and

WHEREAS, Parkside has expressed interest to the City in exploring the possible acquisition of development rights to one or more City Parcels identified in Exhibit A for purposes of constructing one or more projects containing retail, office, or residential components, supported by associated parking and public amenities; in a manner that will be consistent with the City's Redevelopment Plan (collectively, "the Project"), to possibly be completed in phases as market conditions warrant; and

WHEREAS, the City has agreed to enable Parkside to further explore its interest in one or more phases of the Project and is willing to negotiate in good faith, further Agreement(s) with Parkside to convey the associated City Parcels for such purposes; and is willing to share certain costs, more fully described later in this MOU, associated with conducting due diligence that will be necessary to determine the specific scope of the Project(s), and

WHEREAS the City intends to engage the Gainesville-Hall County Development Authority to facilitate the transaction(s) necessary for Parkside to develop the Project; and

WHEREAS the Parties desire to enter into this MOU as a preliminary agreement and will more fully document their understanding and obligations relating to the Project by entering into a formal Development Agreement incorporating the terms herein.

NOW, THEREFORE, in consideration of the above and foregoing premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the Parties have agreed and do hereby agree as follows:

1. General Provisions

    a. Effective Date: The MOU shall become effective upon the signature of the Parties, as of ____________, 2023.

    b. Scope of the Project: The Project addressed by this MOU includes the redevelopment of one or more City Parcels identified in Exhibit A; possibly including Parkside's purchase of other adjacent or nearby parcels that are privately owned; for retail, office, residential or mixed-use development, supported by associated parking and other public improvements. The number of City parcels involved, as well as the Project's overall size, scope, land uses, and development budget are to be determined by Parkside and proposed to the City before the expiration of this MOU.

    c. Exclusive Right to Develop: The City has selected Parkside as the Developer, and Parkside has agreed to accept the exclusive right to develop the Project in one or more phases, consistent with the terms and subject to the conditions contained herein while the period of this MOU remains in effect and/or until such time as either formalized by future agreements, or either Party or both Parties exercise their option to end this MOU in accordance with Section 4.b below. So long as this MOU remains in effect, the Parties will not engage in discussions with any other party regarding the development of the Project, except as necessary to implement the terms hereof. The City and Parkside agree to pursue in good faith, discussions, and negotiations to draft and execute one or more future agreements as may be necessary to finalize their mutual understanding and define the final form of the Project and associated compensation terms. In so doing, the Parties acknowledge that the Project may be modified as a result of future discussions between the Parties and/or as a result of further negotiations, terms, and conditions that may be explored.

    d. Sharing of Due Diligence Costs: Parkside has requested, and the City agrees to share costs to retain consultants and obtain certain third-party reports which will be necessary to enable Parkside to understand existing conditions of the City Parcels and to complete its due diligence prior to proposing a formal agreement to develop the Project. The process to determine the scope and cost of third-party consultant reports to be funded by the City is described in Section 2.a of this MOU.

e. Consideration of Tax Increment Financing and/or Similar Financial Incentives: Parkside and the City anticipate the possibility that income from the rental or sale of the Project may not be sufficient to "carry" the Project's development costs and make the Project financially feasible, without a contribution of City and/or other public funds through the TAD and possibly other sources (hereafter collectively referred to as a "City TAD Contribution"). If needed, a City TAD Contribution would be targeted to (a) construct supportive Public Improvements, including water, sewer, stormwater or related infrastructure improvements, parking facilities, parks, streetscapes and related pedestrian amenities, and/or (b) write down total development costs to a level that can be supported by achievable commercial and/or residential rents or sales prices. The Parties agree that in order for the City to achieve its redevelopment objectives, commercial rents in particular may need to be discounted to a level that start-up businesses can sustain until Old Town evolves as a commercial location.

f. The calculation of the City TAD Contribution will be determined as Project costs are better estimated and finalized during negotiation of the Development Agreement, whereupon the final agreed upon sum will become the "Approved City TAD Contribution" to the Project. If the City agrees to an Approved City TAD Contribution, such contribution may be delivered (a) as incurred and implemented by the City directly, (b) reimbursed to Parkside after the City's issuance of bonds or other forms of financing and disbursed to Parkside on a percent completion basis, according to a schedule to be negotiated in the Development Agreement, or (c) delivered as an annual reimbursement of tax allocation increment, possibly supplemented by other identified revenue sources, over either a specific number of years or over the remaining life of the TAD, whichever occurs first.

g. Negotiation of Compensation Terms to the City in Exchange for Development Rights: The Parties agree that compensation to the City for any City Parcels included in the Project, to be purchased by Parkside, will be negotiated as part of the Development Agreement. Terms of compensation will be based in part on (a) the amount of leasable commercial square footage and/or number of residential units allowed by zoning, (b) the scope and cost of Public Improvements that the City agrees to incur to enhance the value of the Project and (c) any remaining "excess" project construction costs that cannot be supported by the Project's forecasted future rental income, as demonstrated in a development proforma. The City may, at its sole discretion and expense, commission an appraisal of City Parcels that Parkside may propose to acquire. Based on the findings of that appraisal, or other suitable formula derived by the City, the City may contribute all or part of the City Parcels' market value as a component of its total approved City TAD Contribution to the Project. Should the Parties agree to a remaining cash payment by Parkside for one or more City Parcels, the City agrees to dedicate such payments to reimburse itself for City costs incurred to deliver its commitments under the Development Agreement. The sum of such cash payment by

Parkside to the City, if any, will be specified in the Development Agreement, subject to further negotiation and confirmation as costs are better defined.

2. Responsibilities of Parkside:

   a. Parkside agrees that any third-party consultant fees to be paid by the City will be based on the following procedure, terms, and conditions:

      i. Within thirty days of the Effective Date, Parkside will obtain a written scope of work and fee proposal from each third-party consultant (hereafter “Consultant Proposal” or collectively “Consultant Proposals”) Parkside wishes to engage to support its due diligence. Parkside will assemble the Consultant Proposals and submit the combined proposals with a budget request to the City for funding to support Parkside’s planned due diligence. The Parties agree that the estimated budget for City funding to be requested by Parkside to support due diligence activities during the MOU phase, will be seventy-five thousand dollars ($75,000).

      ii. The collective Consultant Proposals must be submitted to and authorized by the City Manager, subject to possible further approval by the City Council as necessary before any City funds can be used for such purposes. The City Manager will review the submitted Consultant Proposals for reasonableness and may request that the City and Parkside negotiate together with one or more proposers to adjust the applicable scope of work or fee estimate if necessary to clarify the analysis to be performed, to better satisfy the City’s objectives or need for the information to be produced, or to remain within the total budget authorized in Section 2.a.(i).

      iii. After such proposals are approved, each third-party consultant participating in the Project will be retained by the City of Flowery Branch under a “Consultant Contract” and be subject to terms and conditions that the City customarily applies to such agreements. The City will retain the ultimate responsibility to verify satisfactory completion of each Consultant Contract and to approve the payment of interim and final invoices to each consultant, subject to Parkside’s review and written concurrence that the work was performed to Parkside’s satisfaction. All work products produced under the terms of each Consultant Contract will become the property of the City.

      iv. The City’s approval of the consultants selected by Parkside, as well as their respective proposals, will not be unreasonably withheld. However, in the possible event that the City Manager and Parkside are unable to agree on one or more provisions of an individual Consultant Proposal, the City may agree to approve and fund a part of such proposal and Parkside may authorize and pay for additional work that is outside of the approved Consultant Contract with the City, at Parkside’s expense.

b. During the due diligence investigations, Parkside will be responsible for (i) managing its assembled consultant team (ii) assembling and reviewing appropriate documentation to support all interim and final invoices to be submitted to the City, (iii) confirming that that the work was performed to Parkside's satisfaction and (iv) reviewing and providing preliminary approval of all associated deliverables before their submission to the City.

c. Parkside agrees to employ its own personnel and at Parkside's sole expense to complete all additional investigations and to engage in all other activities needed to determine whether and under what conditions, Parkside will propose to acquire one or more City Parcels, together or in phases, to develop one or more Projects in accordance with the City's Redevelopment Plan.

d. Parkside agrees to verbally brief the City Manager a minimum of once per month on its progress during the term of the MOU and to attend and deliver a minimum of one interim progress report, in person, at a regularly scheduled meeting of the Flowery Branch City Council to discuss the overall status of Parkside's progress, the firm's initial findings or impressions concerning the potential scope of a Project it may propose to undertake, and any related issues or concerns Parkside encountered that the City should be made aware of. If requested by the City Council, Parkside will also agree to attend an additional public meeting to present its findings and receive input from residents and other Old Town stakeholders regarding the scope of Parkside's potential proposal to the City.

e. At the conclusion of its due diligence, Parkside agrees to submit written findings to the City addressing Parkside's decision to either proceed or not proceed to a Development Agreement. In the event that Parkside desires to proceed to a Development Agreement, such findings will include (a) a statement of Parkside's interest and intent to acquire and develop one or more City Parcels, (b) describe and/or illustrate the proposed redevelopment plan and uses for the City Parcel(s), (c) outline Parkside's initial proposed terms and conditions of a Development Agreement as starting deal points for further negotiation, and (d) propose a timeline and list of additional tasks that will need to be completed prior to conveying the associated City Parcels for development. In the event that Parkside decides not to proceed beyond the MOU, written findings will explain those factors which caused that decision to be made and suggest steps the City might consider to make the Project more attractive to other potential developers.

3. Responsibilities of the City

a. The City agrees to provide Parkside with access to the applicable City Parcels and to share relevant information the City possesses to assist in the due diligence process, including but not necessarily limited to information regarding the existence of any restrictive covenants, conditions, regulations, or ordinances, including but not limited to, any historic preservation requirements or environmental conditions that would prohibit, restrict, or limit the Parkside's intended Project. The City will also provide a final determination regarding whether City Parcels identified in Exhibit A (individually or collectively) are required to be rezoned to allow the development of the specific Project to be proposed by Parkside.

b. Should the scope of due diligence include a "Phase I Environmental Report" (according to the customary definition and scope of such an analysis) to be prepared by a qualified engineer on all City Parcels that Parkside may propose to acquire, the City shall provide an environmental guarantee on said City Parcels. In this case, "environmental guarantee" shall mean that if any City Parcel intended to be conveyed or developed by Parkside pursuant to the Development Agreement is discovered to have any type of hazardous materials or environmental contamination, the City shall take one or more of the following actions with respect to such Parcel: (a) agree to exclude the Parcel from the Project; (b) reimburse Parkside for any costs associated with remediating such contaminated City Parcel to a standard required for its proposed use, and/or (c) relieve Parkside from any obligations contained in the Development Agreement with respect to such City Parcel.

c. Upon execution of the Development Agreement, the City agrees to defer action on the commitment of additional tax allocation increments to any other future development proposals within the TAD, until such time as funding for the Project is secured. Excepting existing development agreements with other parties, the City also agrees to prioritize the delivery of future annual payments of tax allocation increments to Parkside, and to subordinate the payment of future commitments of TAD funds for other purposes to the satisfactory payment of obligations due to Parkside.

d. The City will be responsible for determining the best method to convey the City Parcel(s) that may be acquired by Parkside, possibly using the Gainesville/Hall County Development Authority as a conduit to facilitate the property transfer.

e. The City will make every reasonable effort to cause the conveyance of the respective City Parcel(s) in accordance with the mutually agreed timeline, terms and conditions contained in the Development Agreement.

4. End Dates and Provisions for Extending the Term of the MOU and Entering into a Development Agreement.

a. Term of the MOU: This MOU will expire at midnight on _______________, (120 days) unless the Parties agree in writing to extend the term of this MOU or replace the MOU with an executed Development Agreement, as described herein. Upon receiving a written request from Parkside, the City will agree to grant one automatic extension of up to 30 additional days. Further extensions beyond the first 30-day extension period will require the City's agreement in writing.

b. Termination: Notwithstanding the provisions stated above, either Party may terminate its participation in the discussions contemplated by this MOU at any time and for any reason by giving the other Party written notice of the termination. Signed, e-mailed, faxed, or regular mail documents shall constitute an original written notice. However, should Parkside decide to terminate its participation in the MOU before all Consultant Contracts as described in Section 2(a) are fully complete, Parkside agrees to continue to perform its obligations under the terms of those Consultant Contracts and, if directed by the City Manager, will ensure that all remaining work products and deliverables desired by the City are completed and delivered according to the terms of those contracts.

c. Preservation of Development Rights to Remaining City Parcels: If Parkside determines that the scope of the Development Agreement should only address the acquisition of certain City Parcels, and Parkside desires to retain development rights to additional City Parcels as a second phase (or additional future phases), the City may agree to grant Parkside exclusive rights to develop a "Phase II" to be described in the Development Agreement, for a maximum period of three (3) years (the "Option Period") from the effective date of what shall then become the "Phase I" Development Agreement. Prior to the expiration of the Option Period, Parkside agrees to present a definitive proposal and to request an amendment to the Development Agreement to incorporate Phase II. Such amendment shall propose terms to finalize the intended use, development cost, compensation terms, and commencement date for Phase II. The Parties must mutually agree in writing in order to extend the term of the Option Period beyond three years. If at the end of the Option Period Parkside fails to present plans to begin Phase II, or the City does not agree to extend the term of the Option Period, Parkside shall have no further rights to Phase II and the City shall be free to negotiate with other interested parties.

d. Parkside may not assign its development rights to "Phase II" City Parcels at any point during the Option Period without the prior written agreement of the City; provided, however, Parkside may assign such development rights to a related affiliated entity without the City's prior approval.

e. As indicated in this MOU and to be further addressed in a subsequent Development Agreement, Parkside and the City agree to work together toward the common goal of rezoning any of the City Parcels as required. Simultaneously, Parkside will cooperate with the City to ensure that the City Parcels to be conveyed to Parkside for the Project (or Phase I of the Project) shall be rezoned to the use provided in the agreed upon Project plan. Parkside will provide all exhibits, plans, elevations, and other documentation to fully illustrate and describe the development of the Project, including any associated public improvements Parkside may propose to construct on a design build basis. Parkside will also coordinate closely with the City during this process to ensure that the scope and cost of "Phase I Public Improvements" are realistic and within the capacity of the City to finance. If at any point, the Parties cannot agree on the design or budget parameters of any City Parcel that is within the scope of the Project, that parcel will be excluded from the Project. The City agrees to reimburse Parkside for its actual, documented cost incurred to date for the excluded City Parcel. If mutually agreed by the Parties, the remainder of the Project will proceed.

f. If determined to be necessary and in the City's interest, Parkside and the City will prepare an application and apply to the TAD Advisory Committee (the "TADAC") to receive tax allocation increments to support implementation of the Project (the "TAD Application"). The TAD application will be a joint application by Parkside and the City. Parkside agrees to cooperate with the City to prepare all documentation needed for the Application to be presented, and to respond to questions posed by the TADAC.

5. Miscellaneous Provisions

   a. Parties to this MOU hereby represent and warrant that such Party has full power and authority to enter into this MOU, to consummate the transactions that are contemplated hereby and that no approvals or signatures are required for such Party to be bound by this MOU and that neither entering into this MOU, nor the performance of that Party's obligations under this MOU, will violate the terms of any contract, agreement or instrument to which that Party is currently subject.

   b. This MOU is the entire understanding between the Parties with respect to the subject matter hereof, superseding any other written or oral representations, statements or understandings. The Parties acknowledge that they may enter into further agreements to fully implement duties, obligations, and undertakings outlined herein.

   c. This MOU shall be subject to and construed under the laws of the State of Georgia without reference to its choice of law rules. The Superior Court of Hall County, Georgia shall have exclusive jurisdiction to try any disputes arising under or by virtue of this MOU.

   d. This MOU may be executed in one or more counterparts and all such executed counterparts taken together shall constitute the same agreement. This MOU may be delivered by facsimile or e-mail shall be as binding upon such Party as if such Party had delivered a counterpart of this MOU with such party's original signature thereon.

   e. Any waiver of any provision hereof, or the amendment of this MOU, must be in a writing signed by all Parties to be effective

6. Notices

Any notice, payment, demand, offer or communication required or permitted to be given by any provision of this MOU shall be deemed to have been delivered and given for all purposes (a) if the same is delivered personally or (b) whether or not the same is actually received, if sent by registered or certified mail and regular mail simultaneously, postage and charges prepaid, or (c) by FedEx or other reputable express courier service, or (d) by facsimile or electronic transaction to the party being given such notice addressed as follows:

If to THE CITY OF FLOWERY BRANCH,

Tonya Parrish, City Manager
5410 Pine Street
Flowery Branch, Georgia 30542
Telephone (770) 967-6731
Facsimile (770) 967-6481
E-mail: tonya@flowerybranchga.org

With a copy to:

Karen G. Thomas, City Attorney
Carothers & Mitchell, LLC
Attorneys at Law
1809 Buford Highway
Buford, GA 30518
Telephone (678) 730-0435
Facsimile (770) 932-6348
E-mail: karen.thomas@carmitch.com

If to PARKSIDE PARTNERS, LLC.

Parkside Partners, LLC
1776 Peachtree Street NW
Suite 200 S
Atlanta, GA 30309
Attn: Eli Green
E-mail: eg@parksidepartners.com

With a Copy to:

Miller Lavoie LLP
1275 Peachtree Street NE
Suite 550
Atlanta, GA 30309
Attn: Robert Rearden
E-mail: robert.rearden@millerlavoie.com

This Memorandum of Understanding may be executed in two (2) counterparts, with the understanding that each counterpart shall be deemed an original.

CITY OF FLOWERY BRANCH, GEORGIA

By: ___________________________
Its: ___________________________

PARKSIDE PARTNERS, LLC

By: ___________________________
Its: ___________________________

Exhibit A
Flowery Branch – City Parcels

Note: City Ownership of Parcel 8 includes the ground floor commercial space only.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 23-009 Third and Fourth Quarter Budget Amendment FY2023

COUNCIL MEETING DATE: September 7, 2023

HISTORY:
A budget is balanced when the sum of estimated revenues and appropriated fund balances is equal to expenditure/expense appropriations for each applicable fund. Revenue estimates and governmental needs change throughout the year which requires approval from Council for said budget amendments.

FACTS AND ISSUES:
See attachment A and B for 3rd and 4th quarter details.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve Resolution 23-009 Third and Fourth Quarter Amendment to the Budget for FY2023 as previously adopted on June 23, 2022.

SAMPLE MOTION:
I make a motion for the City Council to authorize approval of Resolution 23-009 3rd and 4th Quarter Amendment to the Budget for FY2023 as Previously Adopted on June 23, 2022, as presented in Attachment A and B.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- Attachment A - Resolution 23-009.pdf
- Attachment B - 3rd and 4th QTR Budget Adjustment Descriptions.pdf

- Resolution 23-009 Executive Summary.pdf
- Resolution 23-009.pdf

City of Flowery Branch
Request For Budget Adjustment

Flowery Branch

ATTACHMENT A

Fund/Department: 100

Effective Date: 3/31/2023

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
100-1500-531400	Admin / Books & Periodicals	1,000	(500)	500
100-1500-531600	Admin / Small Equipment	12,000	(1,100)	10,900
100-1500-523600	Admin / Cell Phones	1,320	350	1,670
100-1500-523601	Admin / Dues & Fees	7,800	750	8,550
100-1500-531701	Admin / Miscellaneous	3,500	500	4,000
(New vendor for cell phones, additional memberships needed, Employee Engagement expenses)				
100-2650-521201	Solicitor	20,800	(10,000)	10,800
100-2650-531705	Prison Costs	10,000	10,000	20,000
(Increased prison costs due to increase in arrests)				
100-7400-521201	PCD / Professional Sys & Projects	100,000	(10,650)	89,350
100-7400-521240	PCD / Legal Fees	40,000	(2,850)	37,150
100-7400-521209	PCD / Contracted Services (S&E)	125,000	7,500	132,500
100-7400-521300	PCD / Website & Software	25,000	3,000	28,000
100-7400-523200	PCD / Communications	900	150	1,050
100-7400-523250	PCD / Shipping & Postage	1,300	600	1,900
100-7400-531600	PCD / Small Equipment	8,000	2,250	10,250
(Adjust accounts for additional employee within department)				
100-1310-523500	Mayor / Travel Expense	2,000	(500)	1,500
100-1310-523700	Mayor / Education & Training	1,500	(500)	1,000
100-1310-521201	Mayor / Public Relations	500	1,000	1,500
(Adjustments for Mayor Tour of City)				
100-7540-531191	Tourism / Christmas Decorations	55,000	(200)	54,800
100-7540-531192	Tourism / Events Support	42,500	(750)	41,750
100-7540-523201	Tourism / Cell Phone	500	200	700
100-7540-531100	Tourism / Supplies & Materials	720	750	1,470
(Adjustments for additional cell phone and supplies)				
	Totals	$ 459,340	$ -	$ 459,340

Justification: RESOLUTION 23-009: BUDGET AMENDMENT TO FY2023 APPROVED BUDGET FROM JUNE 23, 2022.
(See Attachment A and Attachment B for additional details)

3RD QUARTER ENDING 3/31/2023

Approvals:

Finance Director: Matt H Date: 8/29/2023

City Manager: Bryan Lackey Date: 8/31/23.

Mayor: Date:

Finance Department Use

Posted By: Date Posted:

Council Action Required: Yes______ No ______ Budget Adjust. #:

W/ 3RD QTR BA RESOLUTION.

City of Flowery Branch
Request For Budget Adjustment

Flowery Branch

ATTACHMENT A

Fund/Department: 505

Effective Date: 3/31/2023

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
505-4400-521204	W / Engineering Fees	24,990	(1,010)	23,980
505-4400-512600	W / GA SUI	45	10	55
505-4400-531100	W / Supplies & Materials	2,500	1,000	3,500
(Adjust for water supplies and Unemployement Taxes)				
				-
	Totals	$ 27,535	$ -	$ 27,535

Justification: RESOLUTION 23-009: BUDGET AMENDMENT TO FY2023 APPROVED BUDGET FROM JUNE 23, 2022.

(See Attachment A and Attachment B for additional details)

3RD QUARTER ENDING 3/31/2023

Approvals:

Finance Director: Mett Date: 8/29/23

City Manager: [signature] Date: 8/31/23.

Mayor: Date:

Finance Department Use

Posted By: Date Posted:

Council Action Required: Yes______ No ______ Budget Adjust. #:

W/ 3RD QTR BA RESOLUTION.

City of Flowery Branch
Request For Budget Adjustment

ATTACHMENT A

Fund/Department: 100

Effective Date: 6/19/2023

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
100-1565-541300	Capital Outlays - City Hall	40,000	(3,700)	36,300
100-1320-512400	City Manager / Retirement	5,351	(1,500)	3,851
100-1320-512910	City Manager / Car Allowance	7,000	(750)	6,250
100-1320-523220	City Manager / Cell Phone	960	(80)	880
100-1320-523600	City Manager / Dues & Fees	1,490	(400)	1,090
100-1320-511100	City Manager / Salary	67,776	3,700	71,476
100-1320-512100	City Manager / Health Insurance	1,031	80	1,111
100-1320-512200	City Manager / FICA & Medicare	5,185	750	5,935
100-1320-523500	City Manager / Travel Expenses	3,250	1,500	4,750
100-1320-523700	City Manager / Education & Training	1,750	400	2,150
Adjustments for various accounts within City Manager budget for benefits and additional conference				
100-1565-541300	Capital Outlays - City Hall	40,000	(3,475)	36,525
100-1570-523202	GA MTN Regional Commission	9,000	3,475	12,475
Adjustment for increased cost of annual fee from GA Mtn Regional Commission				
100-4210-511100	PW / Salaries	304,789	(42,525)	262,264
100-3210-511100	PD Admin / Salaries	179,659	1,500	181,159
100-3210-521292	PD / Technology Fund	40,909	100	41,009
100-3210-521300	PD / Website & Software	11,000	1,200	12,200
100-3210-521310	PD / IT Services	40,729	37,500	78,229
100-3210-523221	PD / Cell Phones	11,000	175	11,175
100-3210-531110	PD / Office Supplies	3,000	350	3,350
100-3210-531270	PD / Gasoline	66,750	1,700	68,450
PD Adjustments for increased costs of services				
100-0000-316200	Insurance Premium Tax	(680,350)	(11,672)	(692,022)
100-7540-321170	Tourism - Vendor Fees	(6,400)	(695)	(7,095)
100-7540-380000	Misc Revenue - Tourism	-	(88)	(88)
100-7540-381100	Rent - Depot	(5,000)	(12,550)	(17,550)
100-7540-381110	Rent - Community Room	(5,000)	(18,165)	(23,165)
100-7540-381110	Tourism - Merch Sales	(500)	(1,930)	(2,430)
100-7540-511100	Tourism / Salaries	76,974	11,750	88,724
100-7540-511300	Tourism / Overtime	-	200	200
100-7540-512100	Tourism / Health Insurance	11,708	11,450	23,158
100-7540-512200	Tourism / FICA & Medicare	5,866	900	6,766
100-7540-521300	Tourism / Website & Software	-	6,000	6,000
100-7540-521310	Tourism / IT Services	3,542	1,350	4,892
100-7540-531100	Tourism / Supplies & Materials	700	150	850
100-7540-531110	Tourism / Office Supplies	-	300	300
100-7540-531190	Tourism / Concert Expenses	22,850	8,000	30,850
100-7540-531600	Tourism Small Equipment	2,830	5,000	7,830
Adjustments for income received				
	Totals	$ 267,849	$ -	$ 267,849

Justification: RESOLUTION 23-009: BUDGET AMENDMENT TO FY2023 APPROVED BUDGET FROM JUNE 23, 2022.
(See Attachment A and Attachment B for additional details)

City of Flowery Branch
Request For Budget Adjustment

MID - 4TH QUARTER ENDING 6/19/2023

Approvals: Finance Director: Matt [signature] Date: 8/29/2023

City Manager: [signature] Date: 8/31/23

Mayor: ______ Date:

Finance Department Use

Posted By: ______ Date Posted: ______

Council Action Required: Yes______ No ______ Budget Adjust. #: ______

W/ MID-4TH QTR BA RESOLUTION.

City of Flowery Branch
Request For Budget Adjustment

ATTACHMENT A

Fund/Department: 100

Effective Date: 6/30/2023

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
100-1110-521100	Council / Retreat	6,000	(2,000)	4,000
100-1110-523470	Council / Printing & Binding	1,000	(550)	450
100-1110-531100	Council / Supplies & Materials	1,500	(225)	1,275
100-1110-523500	Council / Travel Expense	3,000	2,550	5,550
100-1110-523700	Council / Education & Training	3,500	225	3,725
Adjustments for Council travel and Education/Training Expenses for GMA Conference				
100-1130-523603	City Clerk / Muni Code	18,288	(350)	17,938
100-1130-531100	City Clerk / Supplies & Materials	1,500	350	1,850
Adjustments for City Clerk Supplies & Materials for Additional Archive Boxes				
100-1130-511100	City Clerk / Salary	73,645	(1,837)	71,808
100-1320-511100	City Manager / Salary	71,476	625	72,101
100-1320-512200	City Manager / FICA & Medicare	5,935	42	5,977
100-1320-523500	City Manager / Travel Expenses	4,750	860	5,610
100-1320-523600	City Manager / Dues & Fees	1,090	155	1,245
100-1320-523700	City Manager / Education & Training	2,150	155	2,305
Adjustments for City Manager for End of Year Expenses				
100-1500-512100	Admin / Health Insurance	53,379	(2,632)	50,747
100-1500-512400	Admin / Retirement	18,084	(2,632)	15,452
100-1500-511100	Admin / Salaries	219,458	400	219,858
100-1500-521240	Admin / Legal Fees	46,200	1,319	47,519
100-1500-523300	Admin / Advertising	2,520	2,160	4,680
100-1500-523500	Admin / Travel Expenses	8,800	255	9,055
100-1500-523600	Admin / Dues & Fees	8,700	400	9,100
100-1500-531100	Admin / Supplies & Materials	3,500	315	3,815
100-1500-531701	Admin / Miscellaneous	9,000	415	9,415
Adjustments for Admin for End of Year Expenses				
100-1565-523900	Leasing Services - Commissions	85,000	(8,450)	76,550
100-1565-522100	City Hall & Bldg's / Cleaning	24,800	500	25,300
100-1565-523200	City Hall & Bldg's / Communications	30,000	3,250	33,250
100-1565-531100	City Hall & Bldg's / Supplies & Materials	5,400	1,900	7,300
100-1565-531230	City Hall & Bldg's / Electricity	36,500	2,800	39,300
Adjustments for Service Calls and Needed Supplies				
100-2650-512400	Court Clerk / Retirement	10,390	(3,095)	7,295
100-2650-511100	Court Clerk / Salary	98,895	315	99,210
100-2650-521201	Solicitor	10,800	400	11,200
100-2650-531705	Prison Costs	20,000	2,380	22,380
Adjustments for Additional Court Date Solicitor Required and Final Prison Invoice				
100-3210-511100	PD Admin / Salaries	181,159	(3,180)	177,979
100-3210-511300	PD Admin / Overtime	2,055	(1,160)	895
100-3210-512400	PD Admin / Retirement	18,926	(6,285)	12,641
100-3210-521110	PD / Drug Testing	2,500	(2,000)	500
100-3210-531795	PD / Uniforms	14,000	(1,035)	12,965
100-3210-521292	PD / Technology	41,009	1,160	42,169
100-3210-522205	PD / Vehicle Repairs & Maint	30,000	4,285	34,285
100-3210-523700	PD / Education & Training	22,000	475	22,475
100-3210-531270	PD / Gasoline	68,450	6,560	75,010
100-3210-531600	PD / Small Equipment	18,000	550	18,550

City of Flowery Branch
Request For Budget Adjustment

100-3210-531620	PD / Safety Vests	5,000	630	5,630
Adjustments for PD Admin for Additional Vehicles and Staff				
100-3223-511301	Patrol / Event Support Overtime	3,000	(875)	2,125
100-3223-511300	Patrol / Overtime	27,961	875	28,836
Adjustments for PD Overtime				
100-4210-521200	PW / Legal Fees	22,190	(985)	21,205
100-4210-511301	PW / Event Support Overtime	600	175	775
100-4210-522200	PW / Repairs & Maint.	7,500	260	7,760
100-4210-522205	PW / Vehicle Repairs & Maint.	12,000	250	12,250
100-4210-531100	PW / Supplies & Materials	10,800	300	11,100
Adjustments for PW End of Year Items				
100-5530-522200	Depot & Comm Rm / Caboose Repairs	46,650	(1,150)	45,500
100-5530-522100	Depot & Comm Rm / Cleaning	7,500	200	7,700
100-5530-523200	Depot / Communications	11,350	950	12,300
Adjustments for Depot and Community Room Elevator Phone and Additional Cleaning				
100-7400-521275	PCD / Zoning Plan	72,000	(735)	71,265
100-7400-523500	PCD / Travel Expenses	4,150	120	4,270
100-7400-523600	PCD / Dues & Fees	2,050	135	2,185
100-7400-531100	PCD / Supplies & Materials	2,000	220	2,220
100-7400-531110	PCD / Office Supplies	4,300	10	4,310
100-7400-531600	PCD / Small Equipment	12,450	250	12,700
Adjustments for Planning Related to Additional Employees				
100-7540-523200	Tourism / Communications	2,302	(1,000)	1,302
100-7540-523500	Tourism / Travel Expenses	3,000	(155)	2,845
100-7540-531192	Tourism / Events Support	41,750	(2,000)	39,750
100-7540-521201	Tourism / Public Relations	3,500	270	3,770
100-7540-523300	Tourism / Advertising	3,800	700	4,500
100-7540-531191	Tourism / Christmas Decorating	54,800	145	54,945
100-7540-531600	Tourism / Small Equipment	7,830	2,040	9,870
Adjustments for Tourism Final Expenses for Events				
	Totals	$ 1,651,842	$ -	$ 1,651,842

Justification: RESOLUTION 23-009: BUDGET AMENDMENT TO FY2023 APPROVED BUDGET FROM JUNE 23, 2022.

(See Attachment A and Attachment B for additional details)

4TH QUARTER ENDING 6/30/2023

Approvals: Finance Director: [signature] Date: 8/29/2023

City Manager: [signature] Date: 8/31/23.

Mayor: ______ Date:

Finance Department Use

Posted By: ______ Date Posted: ______

Council Action Required: Yes______ No ______ Budget Adjust. #: ______

W/ 4TH QTR BA RESOLUTION.

City of Flowery Branch
Request For Budget Adjustment

ATTACHMENT A

Flowery Branch

Fund/Department: 505 Effective Date: 06/30/20203

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
505-1500-523250	W/S Admin / Shipping & Postage	10,000	(720)	9,280
505-1500-521204	W/S Admin / Professional Services	55,000	500	55,500
505-1500-523210	W/S Admin / Call Notifications	1,000	220	1,220
Adjustments for W/S Admin Final Expenses				
505-4300-521204	S / Electricity	45,000	(255)	44,745
505-4300-512400	S / Retirement	16,044	(5,000)	11,044
505-4300-522110	S / Sludge Disposal	275,000	(5,000)	270,000
505-4300-531120	S / Chemicals	265,000	(3,340)	261,660
505-4300-523250	S / Shipping & Postage	250	60	310
505-4300-531230	S / Electricity	161,000	13,340	174,340
505-4300-531270	S / Gasoline & Diesel	12,000	195	12,195
Adjustments for Sewer Final Expenses				
505-4334-522200	L/S / Repairs & Maint.	45,000	(2,330)	42,670
505-4334-531240	L/S / Propane	3,500	(850)	2,650
505-4334-531210	L/S / Water	27,500	3,180	30,680
Adjustments for Lift Stations Water Expenses				
505-4400-531110	W / Meter Purchases	50,000	(2,450)	47,550
505-4400-531100	W / Supplies & Materials	4,500	2,450	6,950
Adjustments for Water Supplies & Materials				
				-
	Totals	$ 970,794	$ -	$ 970,794

Justification: RESOLUTION 23-009: BUDGET AMENDMENT TO FY2023 APPROVED BUDGET FROM JUNE 23, 2022.

(See Attachment A and Attachment B for additional details)

4TH QUARTER ENDING 6/30/2023

Approvals:

Finance Director: [signature] Date: 8/28/23

City Manager: [signature] Date: 8/31/23.

Mayor: Date:

Finance Department Use

Posted By: Date Posted:

Council Action Required: Yes______ No ______ Budget Adjust. #:

W/ 4TH QTR BA RESOLUTION.

City of Flowery Branch

Budget Adjustment Report
Adjustment Detail
For Date Range: 01/10/2023 - 06/30/2023

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Budget Code: Approved Final - Approved	**Fiscal: FY2023**					
Fund: 100 - GENERAL FUND						
Revenue						
100-0000-311100	Real Prop Taxes - Current Year			-2,431,961.00	70,000.00	-2,361,961.00
BA0000546	Reduce Property tax for TAD portion	GLPKT13791	03/29/2023		70,000.00	
100-0000-316200	Insurance Premium Tax			-505,000.00	-11,672.00	-516,672.00
BA0000580	Tourism Adjustments	GLPKT14391	06/19/2023		-11,672.00	
100-7540-321170	Tourism - Vendor Fees			0.00	-695.00	-695.00
BA0000580	Tourism Adjustments	GLPKT14391	06/19/2023		-695.00	
100-7540-380000	Misc Revenue - Tourism			0.00	-88.00	-88.00
BA0000580	Tourism Adjustments	GLPKT14391	06/19/2023		-88.00	
100-7540-381100	Rent - Depot			0.00	-12,550.00	-12,550.00
BA0000580	Tourism Adjustments	GLPKT14391	06/19/2023		-12,550.00	
100-7540-381110	Rent - Community Room			0.00	-18,165.00	-18,165.00
BA0000580	Tourism Adjustments	GLPKT14391	06/19/2023		-18,165.00	
100-7540-389100	Tourism - Merch Sales			0.00	-1,930.00	-1,930.00
BA0000580	Tourism Adjustments	GLPKT14391	06/19/2023		-1,930.00	
			Revenue Total:	**-2,936,961.00**	**24,900.00**	**-2,912,061.00**
Expense						
100-0000-579000	Contingency			134,248.00	-50,000.00	84,248.00
BA0000559	Establish Tourism and Police Utility Vehicle P...	GLPKT14302	06/08/2023		-50,000.00	
100-0000-611350	Transfer out 350 - Local Resources Fund			0.00	0.00	0.00
BA0000559	Establish Tourism and Police Utility Vehicle P...	GLPKT14302	06/08/2023		50,000.00	
BA0000560	Establish Tourism and Police Utility Vehicle P...	GLPKT14304	06/08/2023		-50,000.00	
100-1110-511101	Council / Meeting Per Diem			1,500.00	-1,000.00	500.00
BA0000561	Council Travel - Conference in June	GLPKT14391	06/19/2023		-1,000.00	
100-1110-521100	Council / Retreat			6,000.00	-2,000.00	4,000.00
BA0000582	Council Travel Expense	GLPKT14977	06/30/2023		-2,000.00	
100-1110-523470	Council / Printing & Binding			1,000.00	-550.00	450.00
BA0000582	Council Travel Expense	GLPKT14977	06/30/2023		-550.00	
100-1110-523500	Council / Travel Expense			2,000.00	3,550.00	5,550.00
BA0000561	Council Travel - Conference in June	GLPKT14391	06/19/2023		1,000.00	
BA0000582	Council Travel Expense	GLPKT14977	06/30/2023		2,550.00	
100-1110-523700	Council / Edu. & Training			2,000.00	1,725.00	3,725.00
BA0000561	Council - Travel and Education Conference	GLPKT14391	06/19/2023		1,500.00	
BA0000582	Council Education & Training	GLPKT14977	06/30/2023		225.00	
100-1110-531100	Council / Supplies & Material (EDC)			3,000.00	-1,725.00	1,275.00
BA0000561	Council - Travel and Education Conference	GLPKT14391	06/19/2023		-1,500.00	
BA0000582	Council Education & Training	GLPKT14977	06/30/2023		-225.00	
100-1130-511100	City Clerk / Salary			73,645.00	-1,837.00	71,808.00
BA0000584	City Manager Expenses	GLPKT14977	06/30/2023		-1,837.00	
100-1130-512600	City Clerk / GA SUI			4.00	12.00	16.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		12.00	
100-1130-523500	City Clerk / Travel Expenses			4,000.00	500.00	4,500.00
BA0000562	City Clerk Travel - Conference in June	GLPKT14391	06/19/2023		500.00	
100-1130-523600	City Clerk / Dues & Fees			200.00	200.00	400.00

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
BA0000562	City Clerk Dues	GLPKT14391	06/19/2023		200.00	
100-1130-523603	City Clerk / Muni Code			20,000.00	-1,912.00	18,088.00
BA0000535	City Clerk Small Equipment for Printer Lease	GLPKT13495	02/22/2023		-550.00	
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-12.00	
BA0000562	City Clerk Dues	GLPKT14391	06/19/2023		-200.00	
BA0000562	City Clerk Small Equipment	GLPKT14391	06/19/2023		-300.00	
BA0000562	City Clerk Travel - Conference in June	GLPKT14391	06/19/2023		-500.00	
BA0000583	City Clerk Supplies & Materials	GLPKT14977	06/30/2023		-350.00	
100-1130-531100	City Clerk / Supplies & Materials			1,500.00	350.00	1,850.00
BA0000583	City Clerk Supplies & Materials	GLPKT14977	06/30/2023		350.00	
100-1130-531600	City Clerk / Small Equipment			1,910.00	850.00	2,760.00
BA0000535	City Clerk Small Equipment for Printer Lease	GLPKT13495	02/22/2023		550.00	
BA0000562	City Clerk Equipment	GLPKT14391	06/19/2023		300.00	
100-1310-512200	Mayor / FICA & Medicare			689.00	175.00	864.00
BA0000571	Mayor FICA & Medicare	GLPKT14391	06/19/2023		175.00	
100-1310-521201	Mayor / Public Relations			500.00	1,000.00	1,500.00
BA0000552	Mayor Public Relations - Tour	GLPKT13969	03/31/2023		1,000.00	
100-1310-523500	Mayor / Travel Expense			2,000.00	-675.00	1,325.00
BA0000552	Mayor Public Relations - Tour	GLPKT13969	03/31/2023		-500.00	
BA0000571	Mayor FICA & Medicare	GLPKT14391	06/19/2023		-175.00	
100-1310-523700	Mayor / Education & Training			1,500.00	-500.00	1,000.00
BA0000552	Mayor Public Relations - Tour	GLPKT13969	03/31/2023		-500.00	
100-1320-511100	City Manager/ Salary			67,776.00	4,325.00	72,101.00
BA0000563	City Manager Salary	GLPKT14391	06/19/2023		3,700.00	
BA0000584	City Manager Salary	GLPKT14977	06/30/2023		625.00	
100-1320-512100	City Manager / Health Insurance			1,031.00	80.00	1,111.00
BA0000563	City Manager Health	GLPKT14391	06/19/2023		80.00	
100-1320-512200	City Manager/ FICA & Medicare			5,185.00	792.00	5,977.00
BA0000563	City Manager FICA & Medicare	GLPKT14391	06/19/2023		750.00	
BA0000584	City Manager FIC & Medicare	GLPKT14977	06/30/2023		42.00	
100-1320-512400	City Manager / Retirement			5,351.00	-1,500.00	3,851.00
BA0000563	Travel - Conference in June	GLPKT14391	06/19/2023		-1,500.00	
100-1320-512600	City Manager/ GA SUI			2.00	10.00	12.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		10.00	
100-1320-512910	City Manager / Car Allowance			3,000.00	-750.00	2,250.00
BA0000563	City Manager FICA & Medicare	GLPKT14391	06/19/2023		-750.00	
100-1320-523220	City Manager / Cell Phone			960.00	-80.00	880.00
BA0000563	City Manager Health Ins	GLPKT14391	06/19/2023		-80.00	
100-1320-523500	City Manager / Travel Expenses			3,000.00	2,610.00	5,610.00
BA0000543	City Manager Travel Expenses	GLPKT13495	02/28/2023		250.00	
BA0000563	Travel - Conference in June	GLPKT14391	06/19/2023		1,500.00	
BA0000584	City Manager Travel Expense	GLPKT14977	06/30/2023		860.00	
100-1320-523600	City Manager/ Dues & Fees			1,500.00	-255.00	1,245.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-10.00	
BA0000563	Education & Training	GLPKT14391	06/19/2023		-400.00	
BA0000584	City Manager Dues & Fees	GLPKT14977	06/30/2023		155.00	
100-1320-523700	City Manager / Edu. & Train.			3,000.00	305.00	3,305.00
BA0000543	City Manager Travel Expenses	GLPKT13495	02/28/2023		-250.00	
BA0000563	Education & Training	GLPKT14391	06/19/2023		400.00	
BA0000584	City Manager Education & Training	GLPKT14977	06/30/2023		155.00	
100-1500-511100	Admin / Salaries			203,708.00	16,150.00	219,858.00
BA0000564	Admin Salaries	GLPKT14391	06/19/2023		15,750.00	
BA0000585	Admin Salary	GLPKT14977	06/30/2023		400.00	

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
100-1500-511300	Admin / Overtime			11,091.00	-10,000.00	1,091.00
BA0000564	Admin Legal Fees	GLPKT14391	06/19/2023		-7,500.00	
BA0000564	Admin Misc	GLPKT14391	06/19/2023		-2,500.00	
100-1500-512100	Admin / Health Insurance			50,029.00	718.00	50,747.00
BA0000564	Admin Health Insurance	GLPKT14391	06/19/2023		3,350.00	
BA0000585	Admin End of Year Adjustments	GLPKT14977	06/30/2023		-2,632.00	
100-1500-512400	Admin / Retirement			21,434.00	-5,982.00	15,452.00
BA0000564	Admin Health Insurance	GLPKT14391	06/19/2023		-3,350.00	
BA0000585	Admin End of Year Adjustments	GLPKT14977	06/30/2023		-2,632.00	
100-1500-512600	Admin / GA SUI			12.00	15.00	27.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		15.00	
100-1500-512700	Admin / Workers Comp.			100,000.00	-32,250.00	67,750.00
BA0000564	Admin Salaries	GLPKT14391	06/19/2023		-15,750.00	
BA0000564	Admin IT Services	GLPKT14391	06/19/2023		-14,000.00	
BA0000564	Admin Misc	GLPKT14391	06/19/2023		-2,500.00	
100-1500-521204	Admin / Prof. Svs / Eng / Appraisals			10,000.00	14,000.00	24,000.00
BA0000536	Admin - Professional Services and Dues/Fees	GLPKT13495	02/22/2023		14,000.00	
100-1500-521240	Admin / Legal Fees			40,000.00	8,819.00	48,819.00
BA0000564	Admin Legal Fees	GLPKT14391	06/19/2023		7,500.00	
BA0000585	Admin Legal Fees	GLPKT14977	06/30/2023		1,319.00	
100-1500-521245	Admin / Annual Audit Fees			35,000.00	-18,515.00	16,485.00
BA0000536	Admin - Professional Services and Dues/Fees	GLPKT13495	02/22/2023		-18,500.00	
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-15.00	
100-1500-521300	Admin / Website & Software Maintenance			12,000.00	1,030.00	13,030.00
BA0000564	Advertising, Website, Dues/Fees	GLPKT14391	06/19/2023		1,030.00	
100-1500-521310	Admin / IT Services			17,000.00	14,000.00	31,000.00
BA0000564	Admin IT Services	GLPKT14391	06/19/2023		14,000.00	
100-1500-523201	Admin / Cell Phones			1,320.00	350.00	1,670.00
BA0000547	Cell Phone Adjustment for New Vendor	GLPKT13969	03/31/2023		350.00	
100-1500-523300	Admin / Advertising			3,000.00	2,180.00	5,180.00
BA0000564	Advertising, Website, Dues/Fees	GLPKT14391	06/19/2023		20.00	
BA0000585	Admin Advertising	GLPKT14977	06/30/2023		2,160.00	
100-1500-523500	Admin / Travel Expenses			10,000.00	-945.00	9,055.00
BA0000564	Advertising, Website, Dues/Fees	GLPKT14391	06/19/2023		-1,200.00	
BA0000585	Admin Travel Expenses	GLPKT14977	06/30/2023		255.00	
100-1500-523600	Admin / Dues & Fees			5,000.00	3,800.00	8,800.00
BA0000536	Admin - Professional Services and Dues/Fees	GLPKT13495	02/22/2023		2,500.00	
BA0000547	Dues & Fees Adjustment for Additional Me...	GLPKT13969	03/31/2023		750.00	
BA0000564	Advertising, Website, Dues/Fees	GLPKT14391	06/19/2023		150.00	
BA0000585	Admin Dues & Fees	GLPKT14977	06/30/2023		400.00	
100-1500-531100	Admin / Supplies & Materials			3,500.00	315.00	3,815.00
BA0000585	Admin Supplies & Materials	GLPKT14977	06/30/2023		315.00	
100-1500-531400	Admin / Books & Periodicals			1,000.00	-500.00	500.00
BA0000547	Misc Adjustment for Employee Engagement ...	GLPKT13969	03/31/2023		-500.00	
100-1500-531600	Admin / Small Equipment			12,000.00	-1,100.00	10,900.00
BA0000547	Cell Phone Adjustment for New Vendor	GLPKT13969	03/31/2023		-350.00	
BA0000547	Dues & Fees Adjustment for Additional Me...	GLPKT13969	03/31/2023		-750.00	
100-1500-531701	Admin / Miscellaneous			0.00	7,915.00	7,915.00
BA0000536	Admin - Professional Services and Dues/Fees	GLPKT13495	02/22/2023		2,000.00	
BA0000547	Misc Adjustment for Employee Engagement ...	GLPKT13969	03/31/2023		500.00	
BA0000564	Admin Misc	GLPKT14391	06/19/2023		5,000.00	
BA0000585	Admin Miscellaneous	GLPKT14977	06/30/2023		415.00	
100-1565-521010	City Hall & Bldg's / Security			9,500.00	3,800.00	13,300.00

Budget Adjustment Report **For Date Range: 01/10/2023 - 06/30/2023**

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
BA0000565	City Hall & Bldgs	GLPKT14391	06/19/2023		3,800.00	
100-1565-522100	City Hall & Bldg's / Cleaning			19,500.00	5,800.00	25,300.00
BA0000565	City Hall & Bldgs	GLPKT14391	06/19/2023		5,300.00	
BA0000586	City Hall & Buildings Cleaning Services	GLPKT14977	06/30/2023		500.00	
100-1565-523200	City Hall & Bldg's / Communications			25,000.00	8,250.00	33,250.00
BA0000565	City Hall & Bldgs	GLPKT14391	06/19/2023		5,000.00	
BA0000586	City Hall & Buildings Communications	GLPKT14977	06/30/2023		3,250.00	
100-1565-523900	Leasing Services - Commissions			105,000.00	-28,450.00	76,550.00
BA0000544	City Hall & Bldg's Supplies & Materials	GLPKT13495	02/28/2023		-1,000.00	
BA0000565	City Hall & Bldgs	GLPKT14391	06/19/2023		-19,000.00	
BA0000586	City Hall & Buildings Adjustments	GLPKT14977	06/30/2023		-8,450.00	
100-1565-531100	City Hall & Bldg's/ Supplies & Materials			4,000.00	3,300.00	7,300.00
BA0000544	City Hall & Bldg's Supplies & Materials	GLPKT13495	02/28/2023		1,000.00	
BA0000565	City Hall & Bldgs	GLPKT14391	06/19/2023		400.00	
BA0000586	City Hall & Buildings Supplies & Materials	GLPKT14977	06/30/2023		1,900.00	
100-1565-531211	City Hall & Bldg's / Water & Sewer			8,000.00	3,000.00	11,000.00
BA0000565	City Hall & Bldgs	GLPKT14391	06/19/2023		3,000.00	
100-1565-531230	City Hall & Bldg's / Electricity			35,000.00	4,300.00	39,300.00
BA0000565	City Hall & Bldgs	GLPKT14391	06/19/2023		1,500.00	
BA0000586	City Hall & Buildings Electricity	GLPKT14977	06/30/2023		2,800.00	
100-1565-541300	Capital Outlays - City Hall			40,000.00	-7,175.00	32,825.00
BA0000563	City Manager Salary	GLPKT14391	06/19/2023		-3,700.00	
BA0000573	GA Mtn Regional Commission	GLPKT14391	06/19/2023		-3,475.00	
100-1570-523202	GA Mtn Regional Commission			9,000.00	3,475.00	12,475.00
BA0000573	GA Mtn Regional Commission	GLPKT14391	06/19/2023		3,475.00	
100-2650-511100	Court Clerk / Salary			98,895.00	315.00	99,210.00
BA0000587	Municipal Court Salary	GLPKT14977	06/30/2023		315.00	
100-2650-512400	Court Clerk / Retirement			10,390.00	-3,095.00	7,295.00
BA0000587	Municipal Court Adjustments	GLPKT14977	06/30/2023		-3,095.00	
100-2650-512600	Court Clerk / GA SUI			8.00	10.00	18.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		10.00	
100-2650-521201	Solicitor			20,800.00	-9,600.00	11,200.00
BA0000549	Court - Increased Prison Costs	GLPKT13969	03/31/2023		-10,000.00	
BA0000587	Municipal Court Solicitor	GLPKT14977	06/30/2023		400.00	
100-2650-521202	Public Defender			1,336.00	-10.00	1,326.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-10.00	
100-2650-531705	Prison Costs			10,000.00	12,380.00	22,380.00
BA0000549	Court - Increased Prison Costs	GLPKT13969	03/31/2023		10,000.00	
BA0000587	Municipal Court Prison Costs	GLPKT14977	06/30/2023		2,380.00	
100-3210-511100	PD Admin / Salaries			179,659.00	-1,680.00	177,979.00
BA0000575	PD Admin Salaries	GLPKT14391	06/19/2023		1,500.00	
BA0000588	PD Admin Adjustments	GLPKT14977	06/30/2023		-3,180.00	
100-3210-511300	PD Admin / Overtime			2,055.00	-1,160.00	895.00
BA0000588	PD Admin Adjustments	GLPKT14977	06/30/2023		-1,160.00	
100-3210-512400	PD Admin/ Retirement			18,926.00	-6,285.00	12,641.00
BA0000588	PD Admin Adjustments	GLPKT14977	06/30/2023		-6,285.00	
100-3210-512600	PD Admin / GA SUI			8.00	10.00	18.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		10.00	
100-3210-521110	PD / Drug Testing			2,500.00	-2,000.00	500.00
BA0000588	PD Admin Adjustments	GLPKT14977	06/30/2023		-2,000.00	
100-3210-521200	PD Admin / Legal Fees			0.00	1,250.00	1,250.00
BA0000545	Police Department Legal Fees	GLPKT13495	02/28/2023		1,250.00	
100-3210-521201	PD Admin / Public Relations			5,000.00	-10.00	4,990.00

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-10.00	
100-3210-521292	PD / Technology Fund Expense			30,240.00	1,260.00	31,500.00
BA0000575	PD Tech Fund	GLPKT14391	06/19/2023		100.00	
BA0000588	PD Admin Technology	GLPKT14977	06/30/2023		1,160.00	
100-3210-521300	PD/ Website & Software Maintenance			11,000.00	1,200.00	12,200.00
BA0000575	PD Website & Software	GLPKT14391	06/19/2023		1,200.00	
100-3210-521310	PD / IT Services			17,000.00	37,500.00	54,500.00
BA0000575	PD IT Services	GLPKT14391	06/19/2023		37,500.00	
100-3210-522205	PD / Vehicle Repairs & Maint.			30,000.00	4,285.00	34,285.00
BA0000588	PD Admin Vehicle Repairs & Maint.	GLPKT14977	06/30/2023		4,285.00	
100-3210-523221	PD / Cell Phones			11,000.00	175.00	11,175.00
BA0000575	PD Cell Phones	GLPKT14391	06/19/2023		175.00	
100-3210-523700	PD / Education & Training			10,000.00	475.00	10,475.00
BA0000588	PD Admin Education & Training	GLPKT14977	06/30/2023		475.00	
100-3210-531110	PD/ Office Supplies			3,000.00	350.00	3,350.00
BA0000575	PD Office Supplies	GLPKT14391	06/19/2023		350.00	
100-3210-531270	PD / Gasoline			68,000.00	7,010.00	75,010.00
BA0000545	Police Department Legal Fees	GLPKT13495	02/28/2023		-1,250.00	
BA0000575	PD Gasoline	GLPKT14391	06/19/2023		1,700.00	
BA0000588	PD Admin Gasoline	GLPKT14977	06/30/2023		6,560.00	
100-3210-531600	PD / Small Equipment			18,000.00	550.00	18,550.00
BA0000588	PD Admin Small Equipment	GLPKT14977	06/30/2023		550.00	
100-3210-531620	PD / Safety Vests/ B.P.			5,000.00	630.00	5,630.00
BA0000588	PD Admin Safety Vests	GLPKT14977	06/30/2023		630.00	
100-3210-531795	PD / Uniforms			14,000.00	-1,035.00	12,965.00
BA0000588	PD Admin Adjustments	GLPKT14977	06/30/2023		-1,035.00	
100-3223-511300	Patrol/ Overtime			27,961.00	875.00	28,836.00
BA0000589	Patrol Overtime	GLPKT14977	06/30/2023		875.00	
100-3223-511301	Patrol / Event Support Overtime			3,000.00	-875.00	2,125.00
BA0000589	Patrol Overtime	GLPKT14977	06/30/2023		-875.00	
100-3223-512100	Patrol / Health Insurance			262,891.00	-100.00	262,791.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-100.00	
100-3223-512600	Patrol / GA SUI			73.00	100.00	173.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		100.00	
100-4210-511100	PW / Salaries			304,789.00	-42,525.00	262,264.00
BA0000575	PD Admin Adjustments	GLPKT14391	06/19/2023		-42,525.00	
100-4210-511301	PW - Event Support Overtime			600.00	175.00	775.00
BA0000590	PW Event Support Overtime	GLPKT14977	06/30/2023		175.00	
100-4210-512600	PWs / GA SUI			21.00	10.00	31.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		10.00	
100-4210-521200	PWs / Legal Fees			25,000.00	-3,795.00	21,205.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-10.00	
BA0000566	PW Land Fill	GLPKT14391	06/19/2023		-2,000.00	
BA0000566	PW Supplies	GLPKT14391	06/19/2023		-800.00	
BA0000590	PW Adjustments	GLPKT14977	06/30/2023		-985.00	
100-4210-522115	PWS / Land Fill Costs			5,000.00	2,000.00	7,000.00
BA0000566	PW Land Fill	GLPKT14391	06/19/2023		2,000.00	
100-4210-522200	PWs / Repairs & Maintenance			7,500.00	260.00	7,760.00
BA0000590	PW Repairs & Maint	GLPKT14977	06/30/2023		260.00	
100-4210-522205	PWs / Vehicle Repairs & Maint.			12,000.00	250.00	12,250.00
BA0000590	PW Vehicles Repairs & Maint	GLPKT14977	06/30/2023		250.00	
100-4210-522260	PWs / Stormwater Management			135,061.00	-5,700.00	129,361.00

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
BA0000576	Traffic Engineering	GLPKT14391	06/19/2023		-5,700.00	
100-4210-531100	PWs / Supplies & Material			10,000.00	1,100.00	11,100.00
BA0000566	PW Supplies	GLPKT14391	06/19/2023		800.00	
BA0000590	PW Supplies & Materials	GLPKT14977	06/30/2023		300.00	
100-4270-523210	Trafic Signal / AT&T			3,000.00	5,700.00	8,700.00
BA0000576	Traffic Engineering	GLPKT14391	06/19/2023		5,700.00	
100-5530-522100	Depot & Comm Room / Cleaning			6,000.00	1,700.00	7,700.00
BA0000567	Depot & Community Room Cleaning	GLPKT14391	06/19/2023		1,500.00	
BA0000591	Depot & Community Room Additional Cleani...	GLPKT14977	06/30/2023		200.00	
100-5530-522200	Depot & Comm Rm/Caboose Repairs & Maint.			55,500.00	-8,400.00	47,100.00
BA0000537	Depot Communications Adjustment	GLPKT13495	02/22/2023		-3,500.00	
BA0000567	Depot & Community Room Cleaning	GLPKT14391	06/19/2023		-1,500.00	
BA0000567	Depot & Community Room Communications	GLPKT14391	06/19/2023		-2,050.00	
BA0000567	Depot & Community Room Electricity	GLPKT14391	06/19/2023		-200.00	
BA0000591	Depot & Community Room	GLPKT14977	06/30/2023		-1,150.00	
100-5530-523200	Depot / Communications			4,200.00	6,500.00	10,700.00
BA0000537	Depot Communications Adjustment	GLPKT13495	02/22/2023		3,500.00	
BA0000567	Depot & Community Room Communications	GLPKT14391	06/19/2023		2,050.00	
BA0000591	Depot & Community Room Depot Elevator P...	GLPKT14977	06/30/2023		950.00	
100-5530-531230	Depot/Caboose Electricity			5,700.00	200.00	5,900.00
BA0000567	Depot & Community Room Electricity	GLPKT14391	06/19/2023		200.00	
100-6110-523600	C&R / Dues & Fees (ASCAP)			350.00	90.00	440.00
BA0000538	Culture and Recreation ASCAP Fee	GLPKT13495	02/22/2023		70.00	
BA0000568	Culture and Recreation Dues/Fees	GLPKT14391	06/19/2023		20.00	
100-6110-531230	C&R / Electricity			0.00	-90.00	-90.00
BA0000538	Culture and Recreation ASCAP Fee	GLPKT13495	02/22/2023		-70.00	
BA0000568	Culture and Recreation Dues/Fees	GLPKT14391	06/19/2023		-20.00	
100-7400-511100	PCD/ Salaries			442,155.00	-65,000.00	377,155.00
BA0000569	Planning Professional Services	GLPKT14391	06/19/2023		-65,000.00	
100-7400-512600	PCD/GA SUI			23.00	20.00	43.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		20.00	
100-7400-521201	PCD / Professional Sys & Projects			100,000.00	54,350.00	154,350.00
BA0000551	Adjust for Cost of new employees	GLPKT13969	03/31/2023		-10,650.00	
BA0000569	Planning Professional Services	GLPKT14391	06/19/2023		65,000.00	
100-7400-521209	PCD / Contracted Services (S&E)			85,000.00	7,500.00	92,500.00
BA0000551	Adjust for Costs of new employees	GLPKT13969	03/31/2023		7,500.00	
100-7400-521240	PCD/ Legal Fees			40,000.00	-7,200.00	32,800.00
BA0000551	Planning & Development Adjus	GLPKT13969	03/31/2023		-2,850.00	
BA0000569	Planning Small Equipment	GLPKT14391	06/19/2023		-2,200.00	
BA0000569	Planning Office Supplies	GLPKT14391	06/19/2023		-2,150.00	
100-7400-521275	PCD/ Zoning Plan			75,000.00	-735.00	74,265.00
BA0000592	Planning Adjustments	GLPKT14977	06/30/2023		-735.00	
100-7400-521300	PCD / Website & Software Maintenance			22,000.00	3,000.00	25,000.00
BA0000551	Adjust for Cost of new employees	GLPKT13969	03/31/2023		3,000.00	
100-7400-521310	PCD / IT Services			17,000.00	4,050.00	21,050.00
BA0000569	Planning IT Services	GLPKT14391	06/19/2023		4,050.00	
100-7400-522205	PCD / Vehicle Repairs & Maint			3,500.00	-2,020.00	1,480.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-20.00	
BA0000569	Planning IT Services	GLPKT14391	06/19/2023		-2,000.00	
100-7400-523200	PCD/ Communications			500.00	150.00	650.00
BA0000551	Adjust for Cost of new employees	GLPKT13969	03/31/2023		150.00	
100-7400-523250	PCD / Shipping & Postage			1,000.00	900.00	1,900.00
BA0000534	Planning Adjustments for New Employees	GLPKT13495	02/22/2023		300.00	

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
BA0000551	Planning & Development Adjus	GLPKT13969	03/31/2023		600.00	
100-7400-523300	PCD/ Advertising			5,000.00	-800.00	4,200.00
BA0000534	Planning Uniforms for New Employees	GLPKT13495	02/22/2023		-800.00	
100-7400-523500	PCD/ Travel Expenses			4,150.00	120.00	4,270.00
BA0000592	Planning Travel	GLPKT14977	06/30/2023		120.00	
100-7400-523600	PCD/ Dues & Fees			1,000.00	485.00	1,485.00
BA0000534	Planning Adjustments for New Employees	GLPKT13495	02/22/2023		350.00	
BA0000592	Planning Dues & Fees	GLPKT14977	06/30/2023		135.00	
100-7400-523700	PCD/ Education & Training			6,000.00	-1,000.00	5,000.00
BA0000569	Planning IT Services	GLPKT14391	06/19/2023		-550.00	
BA0000569	Planning Office Supplies	GLPKT14391	06/19/2023		-450.00	
100-7400-531100	PCD / Supplies & Materials			2,000.00	220.00	2,220.00
BA0000592	Planning Supplies & Materials	GLPKT14977	06/30/2023		220.00	
100-7400-531110	PCD/ Office Supplies			1,200.00	3,110.00	4,310.00
BA0000534	Planning Adjustments for New Employees	GLPKT13495	02/22/2023		500.00	
BA0000569	Planning Office Supplies	GLPKT14391	06/19/2023		2,600.00	
BA0000592	Planning Office Supplies	GLPKT14977	06/30/2023		10.00	
100-7400-531270	PCD/ Gasoline			5,000.00	-2,650.00	2,350.00
BA0000534	Planning Adjustments for New Employees	GLPKT13495	02/22/2023		-1,150.00	
BA0000569	Planning IT Services	GLPKT14391	06/19/2023		-1,500.00	
100-7400-531600	PCD / Small Equipment			8,000.00	4,700.00	12,700.00
BA0000551	Planning & Development Adjus	GLPKT13969	03/31/2023		2,250.00	
BA0000569	Planning Small Equipment	GLPKT14391	06/19/2023		2,200.00	
BA0000592	Planning Small Equipment	GLPKT14977	06/30/2023		250.00	
100-7400-531790	PCD/ Uniforms			500.00	800.00	1,300.00
BA0000534	Planning Uniforms for New Employees	GLPKT13495	02/22/2023		800.00	
100-7540-511100	Tourism / Salaries			76,974.00	11,750.00	88,724.00
BA0000580	Tourism Salaries	GLPKT14391	06/19/2023		11,750.00	
100-7540-511300	Tourism / Overtime			0.00	200.00	200.00
BA0000580	Tourism Overtime	GLPKT14391	06/19/2023		200.00	
100-7540-512100	Tourism / Health Insurance			11,708.00	11,450.00	23,158.00
BA0000580	Tourism Health Insurance	GLPKT14391	06/19/2023		11,450.00	
100-7540-512200	Tourism / FICA & Medicare			5,866.00	900.00	6,766.00
BA0000580	Tourism FICA & Medicare	GLPKT14391	06/19/2023		900.00	
100-7540-512600	Tourism / GA SUI			4.00	10.00	14.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		10.00	
100-7540-521201	Tourism / Public Relations			3,000.00	270.00	3,270.00
BA0000593	Tourism Public Relations	GLPKT14977	06/30/2023		270.00	
100-7540-521300	Tourism/Website & Software Maintenance			0.00	6,000.00	6,000.00
BA0000580	Tourism Website & Software	GLPKT14391	06/19/2023		6,000.00	
100-7540-521310	Tourism / IT Services			17,000.00	1,350.00	18,350.00
BA0000580	Tourism IT Services	GLPKT14391	06/19/2023		1,350.00	
100-7540-523200	Tourism / Communications			3,112.00	-1,810.00	1,302.00
BA0000539	Tourism Advertising	GLPKT13495	02/22/2023		-800.00	
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-10.00	
BA0000593	Tourism Adjustments	GLPKT14977	06/30/2023		-1,000.00	
100-7540-523201	Tourism / Cell Phone			720.00	750.00	1,470.00
BA0000553	Tourism Cell Phone and Supplies	GLPKT13969	03/31/2023		750.00	
100-7540-523300	Tourism / Advertising			3,000.00	1,500.00	4,500.00
BA0000539	Tourism Advertising	GLPKT13495	02/22/2023		800.00	
BA0000593	Tourism Advertising	GLPKT14977	06/30/2023		700.00	
100-7540-523500	Tourism / Travel Expenses			3,000.00	-155.00	2,845.00

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
BA0000593	Tourism Adjustments	GLPKT14977	06/30/2023		-155.00	
100-7540-531100	Tourism / Supplies & Material			0.00	350.00	350.00
BA0000553	Tourism Cell Phone and Supplies	GLPKT13969	03/31/2023		200.00	
BA0000580	Tourism Supplies	GLPKT14391	06/19/2023		150.00	
100-7540-531110	Tourism / Office Supplies			0.00	300.00	300.00
BA0000580	Tourism Office Supplies	GLPKT14391	06/19/2023		300.00	
100-7540-531190	Tourism / Concert Expenses			7,500.00	8,000.00	15,500.00
BA0000580	Tourism Concerts	GLPKT14391	06/19/2023		8,000.00	
100-7540-531191	Tourism / Christmas Decorating			55,000.00	-55.00	54,945.00
BA0000553	Tourism Cell Phone and Supplies	GLPKT13969	03/31/2023		-200.00	
BA0000593	Tourism Christmas Decorating	GLPKT14977	06/30/2023		145.00	
100-7540-531192	Tourism / Events Support			42,500.00	-2,750.00	39,750.00
BA0000553	Tourism Cell Phone and Supplies	GLPKT13969	03/31/2023		-750.00	
BA0000593	Tourism Adjustments	GLPKT14977	06/30/2023		-2,000.00	
100-7540-531600	Tourism / Small Equipment			330.00	7,040.00	7,370.00
BA0000580	Tourism Small Equipment	GLPKT14391	06/19/2023		5,000.00	
BA0000593	Tourism Small Equipment	GLPKT14977	06/30/2023		2,040.00	
100-9000-611270	Transfer Out 270 - TAD Fund			70,000.00	-70,000.00	0.00
BA0000546	Reduce Property tax for TAD portion	GLPKT13791	03/29/2023		-70,000.00	
100-9000-611350	Transfer Out 350 - Local Resources Fund			825,627.00	50,000.00	875,627.00
BA0000560	Establish Tourism and Police Utility Vehicle P...	GLPKT14304	06/08/2023		50,000.00	
			Expense Total:	**4,517,427.00**	**-24,900.00**	**4,492,527.00**
			Fund 100 Total:	**1,580,466.00**	**0.00**	**1,580,466.00**
Fund: 220 - GRANT FUND						
Revenue						
220-0000-331150	Intergovernmental Revenue - Federal Indirect			0.00	-5,000.00	-5,000.00
BA0000532	To Increase Budgets for Grant Award	GLPKT13361	02/10/2023		-5,000.00	
			Revenue Total:	**0.00**	**-5,000.00**	**-5,000.00**
Expense						
220-0000-611270	Transfer to TAD Fund			0.00	5,000.00	5,000.00
BA0000532	To Increase Budgets for Grant Award	GLPKT13361	02/10/2023		5,000.00	
			Expense Total:	**0.00**	**5,000.00**	**5,000.00**
			Fund 220 Total:	**0.00**	**0.00**	**0.00**
Fund: 270 - TAX ALLOCATION DISTRICT F						
Revenue						
270-0000-311100	TAD - Revenue - Hall Co Portion			-250,000.00	-256,170.00	-506,170.00
BA0000578	Recognize County TAD Revenue	GLPKT14464	06/26/2023		-256,170.00	
270-0000-391220	Transfer from Grant Fund			0.00	-5,000.00	-5,000.00
BA0000532	To Increase Budgets for Grant Award	GLPKT13361	02/10/2023		-5,000.00	
			Revenue Total:	**-250,000.00**	**-261,170.00**	**-511,170.00**
Expense						
270-0000-521201	TAD - Professional Svs & Proj			205,000.00	256,170.00	461,170.00
BA0000578	Recognize County TAD Revenue	GLPKT14464	06/26/2023		256,170.00	
270-0000-541220	Market Pavilion Park & Streetscaping			1,331,249.00	105,000.00	1,436,249.00
BA0000532	To Increase Budgets for Grant Award	GLPKT13361	02/10/2023		5,000.00	
BA0000579	Recognize County TAD Revenue	GLPKT14465	06/26/2023		100,000.00	
270-0000-541410	Downtown Development Phase I			586,932.00	360,000.00	946,932.00
BA0000540	To Adjust Budgets for Project Overage	GLPKT13532	02/24/2023		100,000.00	
BA0000555	Project 40180 & 40130 Overbudget adjustm...	GLPKT14062	04/30/2023		250,000.00	
BA0000579	Recognize County TAD Revenue	GLPKT14465	06/26/2023		10,000.00	
270-0000-541420	Old Town Bike-Pedestrian Path			692,362.00	-610,000.00	82,362.00
BA0000540	To Adjust Budgets for Project Overage	GLPKT13532	02/24/2023		-100,000.00	

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
BA0000555	Project 40180 & 40130 Overbudget adjustm...	GLPKT14062	04/30/2023		-350,000.00	
BA0000579	Recognize County TAD Revenue	GLPKT14465	06/26/2023		-160,000.00	
270-0000-541430	Mitchell Street Improvements			851,126.00	150,000.00	1,001,126.00
BA0000555	Project 40180 & 40130 Overbudget adjustm...	GLPKT14062	04/30/2023		100,000.00	
BA0000579	Recognize County TAD Revenue	GLPKT14465	06/26/2023		50,000.00	
			Expense Total:	**3,666,669.00**	**261,170.00**	**3,927,839.00**
			Fund 270 Total:	**3,416,669.00**	**0.00**	**3,416,669.00**
Fund: 275 - TOURISM / HOTEL - MOTEL F						
Revenue						
275-0000-314100	CVB Hotel Tax Rev - City's Portion			-85,000.00	-5,000.00	-90,000.00
BA0000577	Hotel Motel Revenue	GLPKT14445	06/22/2023		-5,000.00	
275-0000-314200	Tourism Product Development			-40,000.00	-5,000.00	-45,000.00
BA0000577	Hotel Motel Revenue	GLPKT14445	06/22/2023		-5,000.00	
275-0000-391275	CVB Hotel Tax Rev - CVB's Portion			-85,000.00	-20,000.00	-105,000.00
BA0000577	Hotel Motel Revenue	GLPKT14445	06/22/2023		-20,000.00	
			Revenue Total:	**-210,000.00**	**-30,000.00**	**-240,000.00**
Expense						
275-7540-572000	Convention Visitors Bureau			85,000.00	20,000.00	105,000.00
BA0000577	Hotel Motel Revenue	GLPKT14445	06/22/2023		20,000.00	
275-7540-611100	Trans Out 100 - General Fund			125,000.00	10,000.00	135,000.00
BA0000577	Hotel Motel Revenue	GLPKT14445	06/22/2023		10,000.00	
			Expense Total:	**210,000.00**	**30,000.00**	**240,000.00**
			Fund 275 Total:	**0.00**	**0.00**	**0.00**
Fund: 308 - WATER/ SEWER CAPITAL PROJECTS FUND						
Revenue						
308-0000-399900	Budgeted Retained Earnings			-3,579,766.00	-2,066,851.50	-5,646,617.50
BA0000533	Increase budget for Gainesville Sewer Line	GLPKT13417	02/17/2023		-3,750.00	
BA0000541	Adjust Gainesville Sewer Line to Total Amou...	GLPKT13587	03/02/2023		-2,063,101.50	
			Revenue Total:	**-3,579,766.00**	**-2,066,851.50**	**-5,646,617.50**
Expense						
308-0000-541680	Gainesville Sewer Line			0.00	2,066,851.50	2,066,851.50
BA0000533	Increase budget for Gainesville Sewer Line	GLPKT13417	02/17/2023		3,750.00	
BA0000541	Adjust Gainesville Sewer Line to Total Amou...	GLPKT13587	03/02/2023		2,063,101.50	
			Expense Total:	**0.00**	**2,066,851.50**	**2,066,851.50**
			Fund 308 Total:	**-3,579,766.00**	**0.00**	**-3,579,766.00**
Fund: 320 - SPLOST FUND						
Revenue						
320-0000-313508	SPLOST VIII			-1,097,102.00	-53,919.00	-1,151,021.00
BA0000557	Police Vehicle Budget Increase	GLPKT14072	04/30/2023		-53,919.00	
320-0000-334100	LMIG Revenue			0.00	-85,922.00	-85,922.00
BA0000558	Increase Budget for LMIG Funds	GLPKT14075	04/30/2023		-85,922.00	
320-0000-399900	Budgeted Fund Balance			0.00	-162,000.00	-162,000.00
BA0000522	Project 30210 budget increase	GLPKT13136	01/17/2023		-142,000.00	
BA0000581	Move expense to correct account	GLPKT14725	06/30/2023		-20,000.00	
			Revenue Total:	**-1,097,102.00**	**-301,841.00**	**-1,398,943.00**
Expense						
320-0000-522250	VIII -Annual Road Paving & Sidewalks Program			1,097,102.00	85,922.00	1,183,024.00
BA0000558	Increase Budget for LMIG Funds	GLPKT14075	04/30/2023		85,922.00	
320-0000-541600	VII -Martin School Sanitary Sewer Replacement			0.00	142,000.00	142,000.00
BA0000522	Project 30210 budget increase	GLPKT13136	01/17/2023		142,000.00	
320-0000-541700	CW Davis Pump Station Rehabilitation			0.00	20,000.00	20,000.00
BA0000581	Move expense to correct account	GLPKT14725	06/30/2023		20,000.00	

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
320-0000-542200	VIII -PD Vehicles & Equipment			0.00	53,919.00	53,919.00
BA0000557	Police Vehicle Budget Increase	GLPKT14072	04/30/2023		53,919.00	
			Expense Total:	**1,097,102.00**	**301,841.00**	**1,398,943.00**
			Fund 320 Total:	**0.00**	**0.00**	**0.00**
Fund: 350 - LOCAL RESOURCES FUND						
Revenue						
350-0000-334100	LMIG Revenue			-85,000.00	85,000.00	0.00
BA0000598	Move Budget to appropriate account	GLPKT15032	06/30/2023		85,000.00	
350-0000-389200	Reserves			-421,028.00	186,108.00	-234,920.00
BA0000598	Move Budget to appropriate account	GLPKT15032	06/30/2023		186,108.00	
350-0000-391100	Transfer in 100 - General Fund			-903,250.00	-50,000.00	-953,250.00
BA0000559	Establish Tourism and Police Utility Vehicle P...	GLPKT14302	06/08/2023		-50,000.00	
350-0000-399900	Budgeted Fund Balance			0.00	-305,096.00	-305,096.00
BA0000556	Set up Budget for the CDt Vehicle	GLPKT14066	04/30/2023		-33,988.00	
BA0000598	Move Budget to appropriate account	GLPKT15032	06/30/2023		-271,108.00	
			Revenue Total:	**-1,409,278.00**	**-83,988.00**	**-1,493,266.00**
Expense						
350-0000-543003	Community Development Vehicle			0.00	33,988.00	33,988.00
BA0000556	Set up Budget for the CD Vehicle	GLPKT14066	04/30/2023		33,988.00	
350-0000-543004	Tourism Golf Cart			0.00	25,000.00	25,000.00
BA0000559	Establish Tourism and Police Utility Vehicle P...	GLPKT14302	06/08/2023		25,000.00	
350-0000-543005	Police Utility Vehicle			0.00	25,000.00	25,000.00
BA0000559	Establish Tourism and Police Utility Vehicle P...	GLPKT14302	06/08/2023		25,000.00	
			Expense Total:	**0.00**	**83,988.00**	**83,988.00**
			Fund 350 Total:	**-1,409,278.00**	**0.00**	**-1,409,278.00**
Fund: 505 - WATER / SEWER FUND						
Revenue						
505-0000-344253	Sewer Charges - Billed By Gainesville			-947,512.00	-315,000.00	-1,262,512.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		-315,000.00	
			Revenue Total:	**-947,512.00**	**-315,000.00**	**-1,262,512.00**
Expense						
505-0000-582400	GEFA CW2020010 - Interest			100,000.00	-35,000.00	65,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		-35,000.00	
505-1500-511100	W/S Admin / Salaries			249,483.00	84,000.00	333,483.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		84,000.00	
505-1500-512100	W/S Admin / Health Insurance			46,397.00	8,000.00	54,397.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		8,000.00	
505-1500-512200	W/S Admin / FICA & Medicare			19,666.00	7,500.00	27,166.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		7,500.00	
505-1500-512600	W/S Admin / GA SUI			13.00	40.00	53.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		40.00	
505-1500-521204	Admin - Professional Services			30,000.00	25,500.00	55,500.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		25,000.00	
BA0000594	W/S Admin Professional Servies	GLPKT14977	06/30/2023		500.00	
505-1500-521240	W/S Admin / Legal Fees			25,000.00	-40.00	24,960.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-40.00	
505-1500-521300	W/S Admin / Website & Software Maintenance			12,000.00	5,000.00	17,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		5,000.00	
505-1500-523210	W/S Admin - Call Notifications Expense			1,000.00	220.00	1,220.00
BA0000594	W/S Admin Call Notification	GLPKT14977	06/30/2023		220.00	
505-1500-523250	W&S Admin Shipping & Postage			10,000.00	-720.00	9,280.00

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments / Amount	Current Budget
BA0000594	W/S Admin Adjustments	GLPKT14977	06/30/2023		-720.00	
505-4300-511300	S/ Overtime			6,889.00	5,000.00	11,889.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		5,000.00	
505-4300-512400	S/ Retirement			16,044.00	-5,000.00	11,044.00
BA0000597	Sewer Adjustments	GLPKT14977	06/30/2023		-5,000.00	
505-4300-512600	S/ GA SU1			17.00	20.00	37.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		20.00	
505-4300-521204	S / Engineering Fees			25,000.00	19,745.00	44,745.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		20,000.00	
BA0000597	Sewer Adjustments	GLPKT14977	06/30/2023		-255.00	
505-4300-521315	S/ EPD Compliance & Fines			6,000.00	10,000.00	16,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		10,000.00	
505-4300-522110	S/ Sludge Disposal			275,000.00	-5,000.00	270,000.00
BA0000597	Sewer Adjustments	GLPKT14977	06/30/2023		-5,000.00	
505-4300-522200	S/ Repairs & Maintenance			100,000.00	10,000.00	110,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		10,000.00	
505-4300-522205	S/ Vehicle Repairs & Maintenance			2,500.00	1,000.00	3,500.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		1,000.00	
505-4300-523200	S/ Communications			5,520.00	7,000.00	12,520.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		7,000.00	
505-4300-523221	S/ Cell Phones			2,900.00	100.00	3,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		100.00	
505-4300-523250	S / Shipping & Postage			250.00	60.00	310.00
BA0000597	Sewer Shipping & Postage	GLPKT14977	06/30/2023		60.00	
505-4300-523500	S/ Travel Expenses			1,500.00	-20.00	1,480.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-20.00	
505-4300-531100	S/ Supplies & Materials			25,000.00	10,000.00	35,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		10,000.00	
505-4300-531110	S/ Office Supplies			4,000.00	3,000.00	7,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		3,000.00	
505-4300-531120	S/ Chemicals			140,000.00	121,660.00	261,660.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		125,000.00	
BA0000597	Sewer Adjustments	GLPKT14977	06/30/2023		-3,340.00	
505-4300-531230	S/ Electricity			141,000.00	33,340.00	174,340.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		20,000.00	
BA0000597	Sewer Electricity	GLPKT14977	06/30/2023		13,340.00	
505-4300-531270	S/ Gasoline & Diesel			10,000.00	2,195.00	12,195.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		2,000.00	
BA0000597	Sewer Gas & Diesel	GLPKT14977	06/30/2023		195.00	
505-4334-522200	L/S Repairs & Maint.			45,000.00	-2,330.00	42,670.00
BA0000595	L/S Adjustments	GLPKT14977	06/30/2023		-2,330.00	
505-4334-531210	L/S Water			23,500.00	7,180.00	30,680.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		4,000.00	
BA0000595	L/S Water	GLPKT14977	06/30/2023		3,180.00	
505-4334-531230	L/S Electricity			46,000.00	10,000.00	56,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		10,000.00	
505-4334-531240	L/S Propane Gas			3,500.00	-850.00	2,650.00
BA0000595	L/S Adjustments	GLPKT14977	06/30/2023		-850.00	
505-4400-512100	W/ Health Insurance			111,605.00	-13,070.00	98,535.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		-13,070.00	
505-4400-512600	W / GA SUI			35.00	20.00	55.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		10.00	

Account Number / Adjustment Number	Account Name / Adjustment Description	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
BA0000554	Water Supplies and SUI	GLPKT13969	03/31/2023		10.00	
505-4400-521204	W / Engineering Fees			25,000.00	-25,000.00	0.00
BA0000542	GA SUI Adjustments for 2023 Rate Increase	GLPKT13495	02/28/2023		-10.00	
BA0000554	Water Supplies and SUI	GLPKT13969	03/31/2023		-10.00	
BA0000554	Water Supplies and SUI	GLPKT13969	03/31/2023		-1,000.00	
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		-23,980.00	
505-4400-521300	W/ Water Testing & Storm Wtr Monit			9,000.00	-9,000.00	0.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		-9,000.00	
505-4400-521313	W/ WaterShed Protection Plan			15,000.00	-15,000.00	0.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		-15,000.00	
505-4400-521315	W/ EPD Compliance - Audits & Repts			3,000.00	-3,000.00	0.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		-3,000.00	
505-4400-522205	W / Vehicle Repairs & Maintenance			2,500.00	200.00	2,700.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		200.00	
505-4400-523221	W/ Cell Phones			2,000.00	200.00	2,200.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		200.00	
505-4400-523250	W / Shipping & Postage			600.00	50.00	650.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		50.00	
505-4400-531100	W/ Supplies & Materials			2,500.00	4,450.00	6,950.00
BA0000554	Water Supplies and SUI	GLPKT13969	03/31/2023		1,000.00	
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		1,000.00	
BA0000596	Water Supplies & Materials	GLPKT14977	06/30/2023		2,450.00	
505-4400-531110	W / Meter Purchases			50,000.00	-2,450.00	47,550.00
BA0000596	Water Supplies & Materials	GLPKT14977	06/30/2023		-2,450.00	
505-4400-531600	W/ Small Equipment			5,000.00	3,000.00	8,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		3,000.00	
505-4420-522200	Well Buildings - Repairs/Maint			2,000.00	20,000.00	22,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		20,000.00	
505-4420-523900	Wells & Water Tanks R&M/Inspections			25,000.00	10,000.00	35,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		10,000.00	
505-4420-531220	Natural Gas			0.00	2,000.00	2,000.00
BA0000521	To move Budget to Natural Gas Account	GLPKT13124	01/13/2023		2,000.00	
505-4420-531230	Wells & Water Tanks - Electricity			49,000.00	18,000.00	67,000.00
BA0000521	To move Budget to Natural Gas Account	GLPKT13124	01/13/2023		-2,000.00	
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		20,000.00	
505-4420-531990	Wells & Water Tanks - Chemicals			10,000.00	3,000.00	13,000.00
BA0000572	W&S FY2023 Year-End Budget Adjustment	GLPKT14433	06/21/2023		3,000.00	
			Expense Total:	**1,685,419.00**	**315,000.00**	**2,000,419.00**
			Fund 505 Total:	**737,907.00**	**0.00**	**737,907.00**
			Budget Code Approved Final Total:	**745,998.00**	**0.00**	**745,998.00**

Description

Fund Summary

Description	Fund	Original Budget	Budget Adjustments	Current Budget
	Budget Code: Approved Final - Approved Fiscal: FY2023			
	100	1,580,466.00	0.00	1,580,466.00
	220	0.00	0.00	0.00
	270	3,416,669.00	0.00	3,416,669.00
	275	0.00	0.00	0.00
	308	-3,579,766.00	0.00	-3,579,766.00
	320	0.00	0.00	0.00
	350	-1,409,278.00	0.00	-1,409,278.00
	505	737,907.00	0.00	737,907.00
	Budget Code Approved Final Total:	**745,998.00**	**0.00**	**745,998.00**

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

GENERAL FUND

GENERAL FUND

Notable adjustments **within** the departments, which did not affect the total budget, are as follows:

- Council:
  - Adjustment for Travel and Education/Training for conference
- City Clerk:
  - Adjustment for Travel for conference in June, small equipment fees and dues related to Assistant City Clerk
- Mayor:
  - Adjustments made to Public Relations for the City of Flowery Branch Tour
- Admin:
  - Adjustments made for Cell Phones as new vendor selected for FY24, Miscellaneous for the Employee Engagement Committee expenses, Dues & Fees for additional staff memberships, Legal Fees, and IT services.
- City Hall & Buildings:
  - Adjustments for increased expenses related to cleaning fees with increased rentals, Security costs for additional service calls related to streamlining organizations that are handling phones, internet, and security lines, water/sewer and electricity increases.
- Court:
  - Adjustment to cover increased expenses for prison costs.
- Police Admin:
  - Adjustments made for expenses related to technology, vehicle repairs due to minor incidents, education and training, gas expenses, small equipment, and safety vests. Costs were more than initially budgeted due to additional positions approved during the fiscal year and increase in service calls.
- Patrol:
  - Adjustment from Event Support Overtime to Regular Overtime due to department needs.
- Public Works:
  - Adjustments for land fill expenses, supplies, repairs and maintenance and vehicle repairs and maintenance.
- Depot & Community Room:

  - Adjustments made for increase in cleanings and supplies related to increase in number of rentals, and communications due to additional service calls for the elevator while swapping out equipment to reduce overall annual expenses.
- Planning:
  - Adjustments made for increased costs for contracted services, website & software and small equipment all related to new employee within the department. IT services adjustment made as well as professional services, dues and fees, and supplies and materials..
- Tourism:
  - Adjustment made for additional cell phone for pictures of events, supplies and materials, public relations advertising, and small equipment.

Requested **non-departmental** adjustments are as follows:

- City Manager:
  - Several adjustments for end of year balance budget – salary, health insurance, conference in June, FICA & Medicare, and education and training. Adjustments were made from the City Clerk salary.
- Police Department:
  - Adjustments for IT Services due to the change in allocation this FY, website and software, and salaries. Adjustment came from Public Works salaries.
- GA Mtn Regional Commission:
  - Increase in annual fees required adjustment from the City Hall Capital Outlays account.
- Traffic Signal:
  - Adjustment for the increased costs of the AT&T invoice for the traffic signal. Funds moved from Public Works Stormwater Management. This traffic signal no longer requires the landline from AT&T.
- Tourism:
  - Adjustments made to salaries, website & software, IT services, overtime, concerts, and small equipment due to new employee and additional events. Funds were moved from vendor fees and building rentals as well as the insurance premium tax revenue account. Revenue received is greater than budgeted (budgeted $680,350, received $831,227). Increasing budget for revenue and moving to above items.

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

SPECIAL REVENUE FUNDS

GRANTS FUND

BRACE Grant funding was deposited into Grants Fund, needed to be transferred to TAD account in the amount of $5,000.

AMERICAN RESCUE PLAN ACT OF 2021 FUND

No adjustments needed for the 3rd or mid 4th quarter of FY2023.

TAX ALLOCATION DISTRICT FUND

Transfer of $5,000 from Grant Fund for BRACE Grant to TAD.
Adjustments made that resulted in an increase in the budget due to Hall County's portion of TAD.

- Market Pavilion Park & Streetscaping (Increased budget from $1,331,249 to $1,436,249)
- Downtown Development Phase I (Increased budget from $586,932 to $946,932)
- Old Town Bike-Pedestrian Path (Decreased budget from $692,362 to $82,362)
- Mitchell Street Improvements (Increased budget from $851,256 to $1,001,126)

HOTEL MOTEL TAX FUND

Adjustments made for received revenue that resulted in an increase in the budgeted revenue, and an increase in the expenses budget for the Convention Visitors Bureau from $85,000 to $105,000 and to the Trans Out General Fund account from $125,000 to $135,000.

CAPITAL PROJECT FUNDS

WATER/WASTEWATER CAPITAL PROJECTS FUND

Increase the budget for the Gainesville Sewer Line project $2.066.851 moved from Budgeted Retained Earnings.

SPLOST VII CAPITAL PROJECTS FUND

Adjustments made to increase the budgets for the following projects:

- Increase to PD Vehicles & Equipment in the amount of $53,919
- Transfer from LMIG Revenue to Annual Road Paving & Sidewalks Program in the amount of $85,922
- Increase to Martin School Sanitary Sewer Replacement in the amount of $142,000

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

LOCAL RESOURCES CAPITAL PROJECTS FUND

Adjustments made to increase the budgets for the following projects:

- Transfer from General Fund to Police Utility Vehicle in the amount of $25,000
- Transfer from General Fund to Tourism Gofl Cart in the amont of $25,000
- Transfer from Budgeted Fund Balance to Community Development Vehicle in the amount of $33,988

ENTERPRISE FUNDS

WATER AND WASTEWATER OPERATING FUND

Several adjustments made for the end of the fiscal year. Total adjustment in the amount of $315,000 from Sewer Charges. Increased Revenue budget from $947,512 to $1,262,512. Adjustments total $337,113 for the Water/Sewer Fund. Some of the adjustments were to increase the following items:

- Salaries ($84,000)
- Health Insurance ($8,000)
- FICA & Medicare ($7,500)
- Professional Services related to contract with Jimmy Dean and additional services required for the plant ($25,000)
- Overtime for extra hours related to plant issues and operations ($5,000)
- Engineering Fees ($20,000)
- EPD Compliance & Fines – received fine in FY2023 ($10,000)
- Repairs & Maintenance within sewer department ($10,000)
- Chemicals – required for compliance ($125,000)
- Well Buildings – Repairs & Maintenance ($20,000)
- Wells & Water Tanks Electricity ($18,000)
- Wells & Water Tanks Chemicals ($3,000)

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Resolution 23-009: Third and Fourth Quarter Amendment to the Budget for FY2023 as Previously Adopted on June 23, 2022.

DATE: September 7, 2023

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COMMISSION ACTION REQUESTED ON: September 7, 2023

PURPOSE: To approve Resolution 23-009, 3rd and 4th Quarter Amendments to the Budget for FY2023 as Previously Adopted on June 23, 2022.

HISTORY: A budget is balanced when the sum of estimated revenues and appropriated fund balances is equal to expenditure/expense appropriations for each applicable fund. Revenue estimates and governmental needs change throughout the year which requires approval from Council for said budget amendments.

FACTS AND ISSUES:

- See attachment A and B for 3rd and 4th quarter details.

RECOMMENDED SAMPLE MOTION: I make a motion for the City Council to authorize approval of Resolution 23-009 3rd and 4th Quarter Amendments to the Budget for FY2023 as Previously Adopted on June 23, 2022, as presented in Attachment A and B.

DEPARTMENT: Finance

Prepared by: Krystle Hightower

RESOLUTION NO.: 23-009

TO AMEND THE BUDGET FOR FISCAL YEAR 2023 AS PREVIOUSLY ADOPTED ON JUNE 23, 2022.

WHEREAS, the City Council approved a budget for fiscal year 2023 for the City of Flowery Branch on June 23, 2022 by Resolution 23-009; and

WHEREAS, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

WHEREAS, these adjustments maintain a balanced budget for all funds.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Flowery Branch hereby adopts the adjustments to the budget listed on “Attachment A” and “Attachment B”, attached hereto and made a part of the Resolution.

RESOLVED this 7th day of September 2023.

____

Edward R. Asbridge, Mayor

ATTEST:

____

Nancy Rodriguez, Assistant City Clerk

APPROVED AS TO FORM:

____

Karen G. Thomas, City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider First Reading of Ordinance 699 Establishing Human Resources Director in the City of Flowery Branch

COUNCIL MEETING DATE: September 7, 2023

HISTORY:
Historically, the City of Flowery Branch has had the functions of a Human Resources Department split between several employees.

FACTS AND ISSUES:

FACTS AND ISSUES: For more efficient, effective operations, the need has arisen to establish a Director of Human Resources that is to internally assist all employees of the city.

This position is a full-time Department Director position and is budgeted in the FY2024 budget.

OPTIONS:

1) Approve the ordinance establishing the Director of Human Resources.
2) Do not approve the ordinance establishing the Director of Human Resources.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:
Employee Benefits Fund

RECOMMENDATION:
Establish a Human Resources Director Position for the City of Flowery Branch

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SAMPLE MOTION:
I make a motion to approve the first read of Ordinance 699 establishing the Director of Human Resources.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- ES - Establishing HR Director.pdf
- Ordinance Establishing Dir Human Resources.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Ordinance 699 Establishing Human Resources Director in the City of Flowery Branch

DATE: August 30, 2023

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: September 7, 2023

PURPOSE: Establish a Human Resources Director Position for the City of Flowery Branch.

HISTORY: Historically, the City of Flowery Branch has had the functions of a Human Resources Department split between several employees.

FACTS AND ISSUES: For more efficient, effective operations, the need has arisen to establish a Director of Human Resources that is to internally assist all employees of the city.

This position is a full-time Department Director position and is budgeted in the FY2024 budget.

OPTIONS:

1) Approve the ordinance establishing the Director of Human Resources.
2) Do not approve the ordinance establishing the Director of Human Resources.

RECOMMENDED SAMPLE MOTION:
I make a motion to approve the first read of Ordinance 699 establishing the Director of Human Resources.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

First Reading:
Second Reading and Adoption:

ORDINANCE NO. 699

AN ORDINANCE ESTABLISHING THE POSITION OF DIRECTOR OF HUMAN RESOURCES; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; ESTABLISHING AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS the City of Flowery Branch is authorized by O.C.G.A. § 36-35-3(a) to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any Charter provision applicable thereto; and

WHEREAS Section 3.1(a) of the Charter of the City of Flowery Branch provides that the city council, by ordinance, shall prescribe the functions or duties and establish, abolish, or alter all nonelective offices, positions of employment, departments and agencies of the city, as necessary for the proper administration of the affairs and government of the city; and

WHEREAS the city council deems it necessary for the proper administration of the affairs and government of the city to establish the position of Director of Human Resources.

NOW THEREFORE the Council of the City of Flowery Branch hereby ordains as follows:

Section 1. The position of Director of Human Resources, which shall be a full-time department head position, is hereby established.

Section 2. No additional headcount is authorized.

Section 3. The functions and duties of the Director of Human Resources shall be established by the job specifications provided by the City Manager, as amended from time to time, at a pay range to be determined by the City Manager within the current Fiscal Year budget.

Section 4. The City Manager shall have the authority to hire/terminate the position of Director of Human Resources.

Section 5. If any paragraph, subparagraph, sentence, clause, phrase or any portion of this Ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of the Ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Flowery Branch to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

Section 6. All ordinances in conflict with the terms of this Ordinance are hereby repealed to the extent of the conflict.

Section 7. This Ordinance shall be effective upon adoption by the City Council of the City of Flowery Branch, Georgia.

SO ORDAINED this _____ day of ______________, 2023.

____
Edward R. Asbridge, Mayor

ATTEST:

____
Shelia Cooper, City Clerk

APPROVED AS TO FORM:

____
Karen Thomas, City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Correction of Lease Documents for 4 Elephants Catering, LLC from 5519 Main Street, Suite 102 to 5521 Main Street.

COUNCIL MEETING DATE: September 7, 2023

HISTORY:
The original lease with 4 Elephants Catering, LLC was signed June 2, 2022, with the first amendment signed November 2, 2022, and the second amendment signed March 2, 2023. All three documents reference the address as 5519 Main Street, Suite 102.

FACTS AND ISSUES:
Addresses have now been assigned to each space in the Main Street Building. 4 Elephants Catering, LLC has approached the city with a request to correct the lease documents with the newly assigned address of 5521 Main Street.

OPTIONS:
1) Amend the lease documents to correct the address on all.
2) Do not amend the lease documents.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Amend lease documents for 4 Elephants Catering, LLC from 5519 Main Street, Suite 102 to 5521 Main Street.

SAMPLE MOTION:
I make a motion to amend the lease documents for 4 Elephants Catering, LLC by updating the address from 5519 Main Street, Suite 102, to 5521 Main Street.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- ES - Correcting 4 Elephants Catering LLC lease documents.pdf
- 4 Elephants Catering LLC Lease Agreement.pdf
- FIRST AMENDMENT TO 4 ELEPHANTS LEASE AGREEMENT.pdf
- SECOND AMENDMENT TO 4 ELEPHANTS LEASE AGREEMENT.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Correction of Lease Documents for 4 Elephants Catering, LLC from 5519 Main Street, Suite 102 to 5521 Main Street.

DATE: September 1, 2023

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: September 7, 2023

PURPOSE: Amend lease documents for 4 Elephants Catering, LLC from 5519 Main Street, Suite 102 to 5521 Main Street.

HISTORY: The original lease with 4 Elephants Catering, LLC was signed June 2, 2022, with the first amendment signed November 2, 2022, and the second amendment signed March 2, 2023. All three documents reference the address as 5519 Main Street, Suite 102.

FACTS AND ISSUES: Addresses have now been assigned to each space in the Main Street Building. 4 Elephants Catering, LLC has approached the city with a request to correct the lease documents with the newly assigned address of 5521 Main Street.

OPTIONS:

1) Amend the lease documents to correct the address on all.
2) Do not amend the lease documents.

RECOMMENDED SAMPLE MOTION:
I make a motion to amend the lease documents for 4 Elephants Catering, LLC by updating the address from 5519 Main Street, Suite 102, to 5521 Main Street.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

FB MAIN STREET

A MASTER CONDOMINIUM

SHOPPING CENTER

LEASE AGREEMENT

5519 Main Street

Suite 102

Flowery Branch, Georgia

LANDLORD: City of Flowery Branch

TENANT: 4 Elephants Catering, LLC

ARTICLE I. BASIC LEASE PROVISIONS
AND ENUMERATION OF EXHIBITS

SECTION 1.1. BASIC LEASE PROVISIONS

A.	DATE (for reference purposes):	June 2, 2022
B.	LANDLORD:	City of Flowery Branch, a Georgia municipal corporation
C.	LANDLORD'S ADDRESS:	5410 Pine Street Flowery Branch, Georgia 30542
D.	TENANT:	4 Elephants Catering, LLC
E.	TENANT'S TRADE NAME:	4 Elephants Restaurant
F.	TENANT'S NOTICE ADDRESS:	Viravanh Xayavongsa and Soukanh Xayavongsa 4403 Helen Highway Cleveland, GA. 30528
G.	PHONE NUMBER AND EMAIL:	770-710-3910 Sunny.x318@gmail.com
H.	POSSESSION DATE:	Upon delivery of a fully executed Lease and completion of Landlord's Work, if any.
I.	LEASE COMMENCEMENT DATE:	Upon delivery of a fully executed Lease and completion of Landlord's Work, if any.
J.	LEASE TERM:	Seven (7) Years following the Rent Commencement Date.
K.	FIXED MINIMUM RENT COMMENCEMENT DATE:	Earlier of (i) Tenant opening for business or (ii) five (5) months following the Lease Commencement Date.
L.	FIXED MINIMUM RENT:	See Exhibit G for rent schedule.

M.	ESTIMATED ADDITIONAL MONTHLY RENT (for all relevant property expenses including but not limited to taxes, insurance, property management overhead and fee, maintenance, exterior building repairs and maintenance, and parking lot and landscaping maintenance):	$280.62 Notwithstanding anything contained in this Lease to the contrary, the Additional Monthly Rent shall be adjusted to actual expenses annually.
N.	ADVANCE RENT:	$2,806.25
	ADVANCE ADDITIONAL RENT:	$280.62
	SECURITY DEPOSIT:	$2,806.25 plus $280.62
	TOTAL AMOUNT DUE WITH LEASE:	$2,806.25 + $280.62 + $3,086.87
O.	GUARANTORS:	Viravanh Xayavongsa and Soukanh Xayavongsa
P.	USE:	For the use of a restaurant and for no other purpose.
Q.	HOURS OF OPERATION:	Tenant agrees to remain open during standard operating hours for a restaurant (11 a.m. to 9 p.m.) on a daily basis (Monday through Sunday) during the lease term and any extensions. Notwithstanding the foregoing, Tenant may close for periodic private and special events.
R.	APPROXIMATE SIZE OF LEASED PREMISES:	1347 Square Feet
S.	OPTION TO RENEW:	Subject to the conditions herein set forth. Tenant is hereby granted the option to renew the Term of this Lease (the "Renewal Option") for one (1) period of three (3) years (the "Renewal Term"), to commence at the expiration of the initial Term of this Lease. Tenant shall exercise the Renewal Option by delivering written notice of such election to Landlord at least six (6) months but no more than twelve (12) months prior to the expiration of the initial Term of this Lease. The renewal of this Lease shall be upon the same terms and conditions as this Lease, except: (a) the annual Minimum Guaranteed Rental during the Renewal Term shall be as shown on Exhibit G; (b) Tenant shall have no option to renew this Lease beyond the expiration of the Renewal Term; and (c) Tenant shall not have the right to assign the

		Renewal Option to any sublessee of the Leased Premises or assignee of the Lease, not may any such sublessee or assignee exercise or enjoy the benefit of such Renewal Option. Notwithstanding the foregoing, Tenant shall not have the right to exercise the Renewal Option, unless: (i) this Lease shall be in full force and effect on the date of the exercise of the Renewal Option and the date of the expiration of the original Term; and (ii) on the date of the exercise of the Renewal Option and the date of the expiration of the original Term there exist no default on the part of the Tenant under this Lease.

SECTION 1.2. SIGNIFICANCE OF BASIC LEASE PROVISIONS

Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.1 of this article shall be deemed and construed to incorporate all of the terms provided under each such basic lease provision.

SECTION 1.3. ENUMERATION OF EXHIBITS

The exhibits enumerated in this section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

Exhibit A.	Site Plan
Exhibit B.	Tenant's Work
Exhibit C.	Legal Description
Exhibit D.	Rules and Regulations
Exhibit E.	Sign Criteria
Exhibit F.	Lease Guarantee
Exhibit G.	Rent Schedule

ARTICLE II. LEASED PREMISES AND TERM

SECTION 2.1. SHOPPING CENTER

Landlord is the owner of a parcel of real estate, legally described on Exhibit C, located in 5519 Main Street, Flowery Branch, Georgia commonly known as the FB Main Street – a Master Condominium (the "Shopping Center"). It is agreed that the depiction of the Shopping Center on Exhibit A does not constitute a representation, covenant or warranty of any kind by Landlord. Landlord reserves the right to sell any portion or portions of the Shopping Center, such portion(s) thereafter shall not be included in the Shopping Center. Landlord reserves the right to change the number and location of buildings, building dimensions, the number of floors in any of the buildings, store dimensions, the identity and type of other stores and tenancies, and Landlord further reserves the right to locate kiosks and to make available common areas pursuant to the terms hereof, provided only that the Leased Premises as hereinafter defined shall be substantially as depicted on Exhibit A. Landlord further reserves the right to alter the Shopping Center, at Landlord's sole election, however, no such alteration shall materially impair the visibility or accessibility of Tenants Leased Premises.

SECTION 2.2. LEASED PREMISES

Landlord hereby leases and demises to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the store premises sometimes herein referred to as the "Leased Premises" as more particularly described as follows:

Suite 102 consisting of approximately 1,347 sq. ft. as shown on Exhibit "A".

Said Leased Premises shall extend from the exterior faces of all exterior walls and the center line of those walls separating the Leased Premises from adjacent leased premises in the Shopping Center.

SECTION 2.3. LEASE TERM

The Lease Term shall, commence on the Lease Commencement Date [Section 1.1.I.] and shall end on the last day of the last Lease Year (hereinafter "Termination Date"), unless sooner terminated.

SECTION 2.4. LEASE YEAR

The term "Lease Year" means a period of twelve (12) consecutive calendar months. The first full Lease Year shall begin on the Lease Commencement Date if the Lease Commencement Date shall occur on the first day of a calendar month; if not, then the first Lease Year shall commence upon the first day of the month next following the Lease Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

SECTION 2.5. STATEMENT AS TO LEASE TERM

In the event the Lease Commencement Date and Termination Date of the Lease Term have not been determined, as of the date of execution hereof, Landlord and Tenant shall execute and deliver a written statement specifying therein the Lease Commencement Date and Termination Date of the Lease Term when determined.

SECTION 2.6. OBLIGATIONS OF TENANT BEFORE LEASE TERM BEGINS

Prior to the Possession Date, Tenant shall deliver to Landlord the required Certificate of Insurance (stated in Section 7.2). Prior to the Lease Commencement Date, and after first obtaining the prior written consent of Landlord, Tenant shall be permitted to install its leasehold improvements, fixtures and other equipment required by Tenant to conduct its business. Tenant shall observe and perform all of its obligations under this Lease, from the Possession Date

[Section 1.1.H.] until the Lease Commencement Date [Section 1.1.I.], in the same manner as though the Lease Term began on the Possession Date, including but not limited to payment of Additional Rent as stated in Section 1.1.M. but excluding Fixed Minimum Rent. Landlord shall have no liability whatsoever for loss or damage to Tenant's leasehold improvements, fixtures, equipment or other property of Tenant or Tenant's contractors.

ARTICLE III. RENT AND OTHER TENANT CONTRIBUTIONS

SECTION 3.1. FIXED MINIMUM AND ADDITIONAL RENT

Tenant agrees to pay rent to Landlord, or to such other person or entity as Landlord may direct, without demand, at such place as Landlord may by notice in writing to Tenant, from time to time, direct, a fixed amount of rent (the "Fixed Minimum Rent"), and an amount of additional rent based upon certain expenses relating to the Leased Premises and the Shopping Center (the "Additional Rent") at the following rates and times and as set forth on Exhibit G:

(a) Fixed Minimum Rent shall be payable in advance in equal successive monthly installments on the first day of each calendar month included in this Lease Term. For any portion of a calendar month included at the beginning of said term, one-thirtieth (1/30) of such a monthly payment for each day of such portion shall be payable on the first day of such portion; and

(b) Additional Rent shall be payable as provided in Sections 3.2, 5.3 and 8.1.

SECTION 3.2. TAXES

Tenant shall pay to Landlord, as Additional Rent hereunder, Tenant's prorata share of any and all special assessments, transportation or environmental protection taxes or levy or similar tax or levy, and Tenant's prorata share of real estate taxes attributable to the Shopping Center paid annually by Landlord during the Lease Term, prorated for any partial Lease Year beginning on the Possession Date. Tenant's prorata share shall be based on the ratio of the total Floor Area of the Leased Premises to the total Floor Area on all floors of building space within the Shopping Center as of the assessment date for the particular special assessment, tax or levy, or real estate tax in question. Tenant shall also pay its prorata share of all expenses, including reasonable attorneys' fees, expenses, administrative hearing and court costs incurred in contesting or negotiating the amount, assessment or rate of any such real estate tax, special assessment, tax or levy. Should the state, or any political subdivision thereof or any governmental authority having jurisdiction thereover, impose a tax and/or assessment upon or against the rentals and/or other charges payable hereunder by Tenant to Landlord, either by way of substitution for the taxes and assessments levied or assessed against such land and such buildings, or in addition thereto, or impose an income or franchise tax in substitution for the general tax levied against such land and buildings, such taxes and/or assessments shall be deemed to constitute a tax and/or assessment against such land and such buildings for the purpose of this section. The annual charges for such assessments or taxes shall be paid in monthly installments on the first day of each calendar month in advance in an amount estimated by Landlord. Landlord shall furnish Tenant, upon

Tenant's request, a statement of the assessments or taxes paid or incurred by Landlord for each calendar year of the Lease Term and thereupon there shall be an adjustment between Landlord and Tenant with payment to Landlord or credit to Tenant for future tax payments, as the case may be, to the end that Landlord shall receive the precise amount of Tenant's prorata share of such assessments and taxes for such period and no more. In the event any portion or portions of the Shopping Center are separately assessed, for purposes of the proration above, Tenant's proportionate share shall be the ratio of the total Floor Area of the Leased Premises to the total Floor Area of all floors of building space within the particular parcel assessed which includes the Leased Premises.

SECTION 3.3. SECURITY DEPOSIT

Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord to secure the faithful performance by Tenant of all the covenants, conditions and agreements in this Lease set forth, and contained on the part of Tenant to be fulfilled, kept, observed and performed, such sum as set forth in Section 1.1 as a Security Deposit. Said deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease, and Landlord may commingle the same with its other funds. Such interest, if any, may be retained as property of the Landlord, and will not be paid to the Tenant. Such Security Deposit or any portion thereof not previously applied may be applied to the curing of any default that may then exist under this Lease, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application, Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so that the same may be restored to its original amount. In the event the Leased Premises are conveyed by Landlord, the deposit or any portion thereof not previously applied may be turned over to Landlord's grantee or successor, and in such event Tenant hereby releases Landlord from any and all liability with respect to the deposit and/or application or return and Tenant agrees to look to such grantee for such application or return. In the event Tenant shall faithfully fulfill, keep, perform and observe all the covenants, conditions and agreements in this Lease set forth and contained on the part of Tenant to be fulfilled, the sum deposited or the part or portion thereof not previously applied shall be returned to Tenant, without interest, no later than thirty (30) days after the expiration of the Term of this Lease or any renewal or extension thereof, provided Tenant has vacated the Leased Premises and surrendered possession thereof to Landlord at the expiration of said Term or any renewal thereof as provided herein.

ARTICLE IV. UTILITY SERVICES

SECTION 4.1. WATER, SEWER, ELECTRICITY AND GAS

Landlord has caused the necessary mains, conduits and other facilities to be provided to supply water, sewer, gas and electricity to the Shopping Center. Landlord shall provide gas service and facilities to Tenant, however, the same being the sole responsibility of Tenant. Tenant agrees to have all utility services transferred into Tenant's name on the Possession Date. If Tenant has not had any or all of the utilities transferred on the Possession Date, then Tenant agrees to pay

Landlord, on demand, the actual cost paid by Landlord for such utilities, together with an administrative charge of One Hundred Fifty and no/100 Dollars ($150.00) for each such payment. Tenant shall pay for all electricity used in the Leased Premises and all water and sewer charges, and gas charges, if applicable, at its own cost and expense. In the event Landlord, who shall have the option to do so, shall elect to supply any one or more or all of said services, Tenant shall purchase the use of said services as are tendered by Landlord and shall pay the rates, including any established minimum charges, established by Landlord for such services, but the rate shall be no more than those charged by the public utility furnishing such services in the area. The charges for such services as are so furnished shall be deemed Additional Rent due and payable on the first day of the calendar month following rendition of a bill therefor. Landlord may discontinue furnishing such services if payment for same is not received by Landlord upon not less than five (5) days written notice, and no such discontinuation shall be deemed an eviction or render Landlord liable to Tenant for damages or relieve Tenant from performance of its obligations hereunder. In the event Landlord shall elect to furnish one or more of such services, from time to time, Landlord shall not be liable to Tenant in damages or otherwise if any one or more of said services is interrupted or terminated because of necessary repairs, installations, improvements or any cause beyond the control of Landlord. In any event, Landlord may cease to furnish any one or more of such services without any responsibility to Tenant, except to connect the service facilities with such other sources of supply as may be available for the services so discontinued. Tenant will not install any equipment which will exceed or overload the capacity of any utility facilities servicing the Leased Premises and if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed and maintained at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. In the event the Leased Premises are not separately metered for water and Tenant's use requires an excessive volume of water, at Landlord's discretion, a sub-meter will be installed at the Leased Premises at Tenant's expense.

SECTION 4.2. HEATING, VENTILATING AND COOLING

Tenant shall be solely responsible and shall pay for all charges rendered in connection with all heating, ventilating and cooling of the Leased Premises and shall promptly pay all bills for materials furnished or labor performed for Tenant or at Tenant's instance and request in connection with any repairs, replacements, alterations, improvements and installation of all fixtures and equipment in connection therewith on the Leased Premises, and shall keep said Leased Premises free from all claims for liens for work, labor or materials in connection therewith.

SECTION 4.3. OTHER SERVICES

In addition to the above and foregoing, Tenant shall be solely responsible for all garbage and sewage disposal and waste removal, janitorial and other services of any type or nature furnished to the Leased Premises, and shall pay promptly all bills for materials or labor performed in connection therewith. Tenant further covenants and agrees to keep the Leased Premises and the walks adjacent thereto at all times in a neat, clean and sanitary condition and free from snow, ice, waste or debris, and neither to commit or permit any waste or nuisance thereon.

ARTICLE V. COMMON AREAS AND FACILITIES

SECTION 5.1. COMMON AREAS AND FACILITIES

Landlord shall make available, from time to time, such areas and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate (the "Common Areas"). Landlord shall operate, manage, equip, light, insure, repair and maintain the Common Areas and facilities for their intended purposes in such manner as Landlord shall, in its sole discretion, determine, and may, from time to time, change the size, location and nature of any Common Areas and facilities and may make installations therein and move and remove such installation. Landlord shall have the right to close the Common Areas, or any part thereof, on such business days as Landlord deems necessary for the improvement, maintenance or repair of the Common Areas and on such nonbusiness days or during such nonbusiness hours as Landlord shall, in its sole discretion, determine.

SECTION 5.2. USE OF COMMON AREAS

Tenant and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant such rights, to use the Common Areas as designated from time to time by Landlord, subject to such reasonable regulations as Landlord may from time to time impose, including the designation of specific areas in which vehicles owned by Tenant, its permitted concessionaires, officers, employees and agents must be parked. Tenant agrees to abide by such regulations and to use its best efforts to cause its permitted concessionaires, officers, employees, agents, customers and invitees to conform thereto. Landlord may at any time close temporarily any part of the Common Areas to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage noncustomer parking, and may do such other acts in and to the Common Areas as in its reasonable judgment may be desirable to improve the convenience thereof. Tenant shall upon request furnish to Landlord the license numbers and description of the vehicles operated by Tenant and its permitted concessionaires, officers and employees. Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their permitted concessionaires, officers, employees, agents, customers and invitees, to use any part of the parking areas and other part of the Common Areas.

SECTION 5.3. CHARGE FOR COMMON AREAS AND FACILITIES

Tenant shall pay to the Landlord, as Additional Rent, in the manner provided in Section 5.5 Tenant's prorata share, as defined in Section 5.4, of Common Areas maintenance cost as hereinafter defined including the cost of Capital Improvements designed to protect the health and safety of the tenants in the Leased Premises and the Shopping Center.

Common Areas maintenance cost shall be deemed to include all costs and expenses of every kind and nature paid or incurred by Landlord during the Lease Term (including appropriate reserves) in operating, managing, equipping, policing and protecting (if and to the extent provided by Landlord), insuring, servicing (including heating, ventilating and cooling any enclosed mall, in the event Landlord elects to enclose any Common Areas), lighting, repairing, replacing and maintaining the Common Areas and facilities in the Shopping Center. Such costs and expenses shall include, but not be limited to, such maintaining and repairing as shall be required in Landlord's judgment to preserve the utility of the Common Areas in condition and status the same as it was at the time of the completion of the original construction and installation thereof; all exterior painting; all costs and expenses of security and fire protection; all costs of restriping, patching, repairing and maintaining parking areas, garages, entries, gutters and downspouts, the construction of new entries as required and work on roads, as needed, adjacent to the Shopping Center; pedestrian traffic direction and control; roof repairs; all costs and expenses of cleaning and removing of rubbish, dirt, debris, snow and ice; all costs and expenses of planting, maintaining, replanting and replacing flowers and landscaping; management fees; water and sewerage charges; premiums for liability and property damage, fire, extended coverage, malicious mischief, vandalism, workers' compensation and employer's liability, and any other casualty or risk insurance procured by Landlord in connection with Common Areas, wages, unemployment taxes, social security taxes, special assessments and personal property taxes attributable to the Common Areas; fees for audits, required licenses and permits; all costs and expenses incurred by Landlord in testing of sprinkler systems located in the Shopping Center, all charges for utility services for the Common Areas including all costs and expenses of maintaining lighting fixtures and providing electricity to the Common Areas and to Common Areas pole signage (including the cost of light bulbs and electric current); all costs, expenses, surcharges or other impositions or assessments incurred by Landlord in connection with environmental protection legislation or regulation assessed against or imposed on the Shopping Center or any part thereof with regard thereto; reasonable depreciation of equipment, machinery and facilities, rents paid for the leasing of equipment and finance charges paid under any installment purchase of equipment, machinery and facilities used in the operation of the Common Areas and administrative costs at the rate of Fifteen Percent (15%) of the total costs of operating and maintaining the Common Areas (except the appropriate reserves); and such other costs as Landlord may reasonably determine are required for the proper maintenance of the Common Areas, except that all Capital Improvement expenses shall be excluded therefrom.

SECTION 5.4. TENANT'S PRORATA SHARE

Tenant's prorata share of the Common Areas maintenance cost shall be determined by multiplying the total cost incurred or paid by Landlord by a fraction whose numerator is the gross leasable area of the Leased Premises as set forth in Section 2.2 and the denominator of which is the total square feet of gross leasable area within the Shopping Center. The "Gross Leasable Area" shall mean with respect to the Leased Premises and with respect to all other leasable areas, the number of square feet of floor area on all levels, including any mezzanines, basements, or balconies, but excluding "Common Areas" measured from the exterior face of exterior walls and/or the exterior face of service corridor walls, the exterior of building line from all frontage, and the center line of party walls. No deduction shall be made for columns, stairs, elevators, or any interior construction or equipment. Provided, however, for any Common Areas maintenance cost separately metered, billed to or paid directly by any Tenant, the floor area of such tenant space attributable to such Common Areas cost shall be deleted from the above proration for such separate cost. The Floor Area hereinabove provided shall not include the floor area of roof structures used for mechanical equipment.

SECTION 5.5. PAYMENT OF COMMON AREAS MAINTENANCE COST

The annual charges for Common Areas maintenance cost shall be paid in monthly installments on the first day of each calendar month in advance in an amount estimated by Landlord. Landlord shall furnish Tenant, upon Tenant's request, a statement in reasonable detail of the actual Common Areas maintenance cost paid or incurred by Landlord at the end of each calendar year and thereupon there shall be an adjustment between Landlord and Tenant with payment to Landlord or credit to Tenant against any current or future amounts due from Tenant to Landlord pursuant to this Lease, as the case may be, to the end that Landlord shall receive the precise amount of Tenant's prorata share of said costs for such period and no more.

ARTICLE VI. LANDLORD'S ADDITIONAL COVENANTS

SECTION 6.1. REPAIRS BY LANDLORD

Landlord covenants at its expense to keep the foundations and roof of the Leased Premises, and the structural soundness of the exterior walls thereof, in good order, repair and condition, unless any necessary work is required because of damage caused by any act, omission or negligence of Tenant, any permitted concessionaire or their respective employees, agents, invitees, licensees or contractors. Landlord shall not be required to commence any such repair until a reasonable time after written notice from Tenant that the same is necessary. The provisions of this section shall not apply in the case of damage or destruction by fire or other casualty or taking under the power of eminent domain, in which events the obligations of Landlord shall be controlled by Article VIII. Except as provided in this Section 6.1, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Leased Premises, or any equipment, facilities or fixtures contained therein, which shall be the responsibility of Tenant as hereinafter provided.

SECTION 6.2. QUIET ENJOYMENT

Landlord covenants and agrees that so long as Tenant has committed no default under this Lease, Tenant's peaceful and quiet possession of the Leased Premises during the Lease Term shall not be disturbed by Landlord or by anyone claiming by, through or under Landlord.

SECTION 6.3. LIMITATION ON RIGHT OF RECOVERY AGAINST LANDLORD

Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to Landlord's interest in the Shopping Center and any judgments rendered against Landlord shall be satisfied solely out of its interest in the Shopping Center. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Shopping Center and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any mortgagee of Landlord. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under the Lease, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded Tenant by law or under the Lease.

If Tenant claims or asserts that Landlord has violated or failed to perform a covenant of Landlord not to unreasonably withhold or delay Landlord's consent or approval, Tenant's sole remedy shall be an action for specific performance, declaratory judgment or injunction and in no event shall Tenant be entitled to any money damages for a breach of such covenant and in no event shall Tenant claim or assert any claim for any money damages in any action or by way of set off, defense or counterclaim, and Tenant hereby specifically waives the right to any money damages or other remedies.

ARTICLE VII. TENANT'S ADDITIONAL COVENANTS

SECTION 7.1. TENANT'S COVENANTS

Tenant covenants, at its expense, at all times during the Lease Term and at such further time as Tenant occupies the Leased Premises or any part thereof:

A. To perform promptly all of the obligations of Tenant set forth in this Lease; and pay when due the Fixed Minimum Rent, Additional Rent, and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant, without any right of recoupment, set-off, deduction or counterclaim whatsoever.

B. To open for business within thirty (30) days after the Lease Commencement Date; to use the Leased Premises only for the use provided in Section 1.1 and in compliance with the Rules and Regulations set forth in Exhibit D; not to use the Leased Premises for any exclusive use granted by Landlord to any other tenant in the Shopping Center; to keep its business located upon the Leased Premises open at all times throughout the term of this Lease during minimum Standard Operating Hours as set for in Section 1.1.Q; that it will not cease operations at said Leased Premises for a period of more than three (3) consecutive days or five (5) days in any Lease Year, without the express written consent of Landlord, which consent may be granted or withheld at Landlord's sole discretion, unless prevented from doing business therein by reason of applicable ordinances or other acts of governmental authority or acts of God.

C. Except for repairs required in Section 6.1 to be performed by Landlord, to keep the Leased Premises, including, but not limited to all partitions, doors, fixtures, equipment, apparatus and appurtenances thereof (including lighting, plumbing fixtures, sewer lines and the HVAC systems), clean, neat and safe, and in good order, repair and condition (including all necessary painting and decorating), and to keep all glass, including that in windows, doors, fixtures and skylights, clean and in good condition, and to replace glass which may be damaged or broken with glass of the same quality, damage by fire or other casualty covered by Landlord's insurance excepted. Tenant shall store all trash and garbage within the Leased Premises and arrange for the regular pickup of such trash and garbage at the Tenant's expense. Tenant shall not burn any trash or garbage at any time in or about the building and Tenant shall attend to the daily disposal thereof in the manner designated by Landlord. If Landlord shall provide any services or facilities for such pickup, the Tenant shall be obligated to use the same and shall pay a proportionate share of the actual cost thereof within ten (10) days after being billed therefor. (See Exhibit B "Landlord and Tenant's Work" for additional requirements.)

D. To make all repairs, alterations, additions or replacements to the Leased Premises required by any law or ordinance or any order or regulation of any public authority, or fire underwriters or underwriters' fire prevention engineers; to keep the Leased Premises equipped with all safety appliances so required because of such use; to procure any licenses and permits required for any such use; and to comply with the orders and regulations of all governmental authorities.

E. To the extent permissible by state law and except for Landlord's negligence or willful misconduct, Tenant waives and releases Landlord and Landlord's agents and employees from all claims for damage to person or property sustained by Tenant and/or any person claiming through Tenant resulting from any accident or occurrence in or upon the Leased Premises or the building of which it shall be a part, or any other part of the Shopping Center, including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep said building or the Leased Premises in repair; (iii) injury done or occasioned by wind, water or other natural elements; (iv) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, sink, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or Leased Premises; (viii) the escape of steam or hot water; (ix) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near such building or the Leased Premises or otherwise; (x) the falling of any fixture, plaster or stucco; and (xi) any act, omission or negligence of co-tenants or of other persons or occupants of said buildings or of adjoining or contiguous buildings or of owners of adjacent or contiguous property.

F. To permit Landlord and its agents, upon reasonable notice, except in the event of an emergency, to enter the Leased Premises at reasonable times for the purpose of inspecting same, making repairs, additions or alterations thereto or to the building in which the same are located and of showing the Leased Premises to prospective purchasers, lenders and tenants.

G. To remove, at the termination of this Lease or earlier vacation of the Leased Premises, such of Tenant's goods and effects as are not permanently affixed to the Leased Premises; to remove such of the alterations and additions made by Tenant as Landlord may request; to repair any damage caused by such removal; and peaceably to yield up the Leased Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove) and all fixtures, furnishings, floor coverings and equipment which are permanently affixed to the Leased Premises which shall thereupon become the property of Landlord, in clean and good order, repair and condition, damage by fire or other unavoidable casualty and ordinary wear and tear excepted. Any personal property of Tenant not removed within five (5) days following such termination or earlier vacation of the Leased Premises shall, at Landlord's option, become the property of Landlord.

H. If any mortgagee or trustee named in any first mortgage or trust deed hereafter placed upon the Shopping Center or any portion thereof shall elect to subject and subordinate the rights and interests of the Tenant under this Lease (in whole or in part) to the lien of its mortgage or trust deed, the rights and interests of Tenant under this Lease shall be so subject and subordinate automatically without further action needing to occur, provided that the mortgagee or trustee shall agree in writing to recognize this Lease of Tenant in the event of foreclosure if Tenant is not in default. Any mortgagee or trustee may in the alternative elect to give some or all of the rights and interest of Tenant under this Lease priority over the lien of its mortgage or trust deed. This election of such mortgagee or trustee shall be binding upon Tenant whether this Lease is dated prior to or subsequent to the date of said mortgage or trust deed. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its name, place and stead so to do.

I. To promptly furnish Landlord, from time to time, financial statements reflecting Tenant's current financial condition whenever requested by Landlord.

J. To give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Leased Premises or in or to the Common Areas of which Tenant has knowledge.

K. To pay on demand the prevailing party's expenses, including reasonable attorney's fees and court costs incurred either directly or indirectly in enforcing any obligation of either party under this Lease in curing any default by the other party as provided herein and in defending or otherwise participating in any legal proceedings initiated by or on behalf of either party against the other.

L. Not to make any nonstructural alterations, additions or improvements to the Leased Premises in excess of Five Thousand and no/100 Dollars ($5,000.00), nor to make any structural changes whatsoever without first obtaining Landlord's written consent.

M. Not to suffer or allow any mechanic's lien to be filed against the Leased Premises or the Shopping Center or any interest therein by reason of any work, labor, services or materials performed at or furnished to the Leased Premises. If any such mechanic's lien shall at any time be filed, Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise, but Tenant shall have the right to contest any and all such liens, provided security satisfactory to Landlord is deposited with Landlord. If Tenant shall fail to contest the same with due diligence (having secured Landlord as herein provided) or shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing thereof and in any case before judgment of sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord and/or all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in procuring the discharge of such lien, shall be deemed to be Additional Rent and together with interest thereon as provided in Section 9.2 shall be due and payable by Tenant to Landlord on the first day of the next following month. Nothing in this Lease shall be construed as a consent on the part of the Landlord to subject Landlord's estate in the Leased Premises to any lien or liability under the mechanic's lien law of the state.

N. Not to affix or maintain upon the glass panes and supports of the show windows, doors and the exterior of the Leased Premises any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items except such as shall have first received the written approval of Landlord as to size, type, color, location, copy, nature and display qualities. Anything to the contrary in this Lease notwithstanding, the Tenant shall not affix any sign to the roof of the Leased Premises.

SECTION 7.2. TENANT'S INSURANCE

Tenant covenants, at its expense, at all times during the Lease Term and at such further time as Tenant occupies the Leased Premises or any part thereof, to indemnify, save and hold Landlord and Landlord's agents harmless from and against all liability, injury, loss, cost, damage and/or expense (including reasonable attorneys' fees) in respect of any injury to, or death of, any person, and/or damage to, or loss or destruction of, any property while on the Leased Premises or any other part of the Shopping Center occasioned by any act or omission of Tenant, or anyone claiming by, through or under Tenant including without limitation, Tenant's agents, contractors, employees, licensees, and suppliers. Tenant further covenants to maintain, in responsible companies approved by Landlord, public liability insurance insuring Tenant and Landlord and Landlord's agents, as their interests may appear, as Additional Insured, against all claims, demands or actions for injury to or death of any one person in an amount of not less than One Million Dollars ($1,000,000) and for injury or death of more than one person in any one occurrence in an amount of not less than One Million Dollars ($1,000,000) and for damage to property in an amount of not less than Five Hundred Thousand Dollars ($500,000) made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operations of Tenant's business in the Leased Premises, and in addition, and in like amounts covering Tenant's contractual liability under the aforesaid indemnity and hold harmless clause; to carry like coverage against loss or damage by boiler or compressor or internal explosion of boilers or compressors, if there is a boiler or compressor in the Leased Premises; to maintain plate glass insurance covering all exterior plate glass in the Leased Premises and fire insurance with usual extended coverage endorsements covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment in the Leased Premises. Tenant shall be responsible for and shall insure against damage to the buildings occasioned by theft of Tenant's property. All of said insurance shall be in form and in responsible companies satisfactory to Landlord and shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Landlord. *A duly executed Certificate of Insurance clearly stating the insurance requirements provided for herein, naming Landlord and Landlord's agent as Additional Insured (which shall evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Landlord on or before the date of delivery of the Leased Premises to Tenant* *and upon renewals of such policies, not less than thirty (30) days prior to the expiration of the term of such coverage;* and that if Tenant fails to comply with such requirements, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof upon demand.

SECTION 7.3. ASSIGNMENT OF LEASE

Tenant shall not mortgage, pledge or assign this Lease or sublet the whole or any part of the Leased Premises, or permit any other person to occupy same or any part thereof, without prior written consent of Landlord, which consent shall not be unreasonably withheld so long as the assignee or sublessee has equal or better credit and business experience. Any assignment or sub-letting, even with Landlord's consent, shall not relieve Tenant from liability for payment of Fixed Minimum Rent, Additional Rent and all charges, rates and other sums; or from the obligations of Tenant set forth in this Lease.

In the event any assignment or subletting, even with the consent of Landlord, results in rental income or other lease charges in an amount greater than that provided for in this Lease, then such excess shall belong to Landlord and shall be payable to Landlord as Additional Rent herein reserved. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease, or to be a consent to any assignment for the benefit of creditors or by operation of law and shall not be effective to transfer any rights to any assignee without prior written consent of Landlord.

In the event Tenant wishes to assign this Lease and Landlord consents to such assignment, Landlord may charge a reasonable fee, not to exceed Seven Hundred Fifty and no/100 Dollars ($750.00), to help offset any costs Landlord may have in preparing such assignment, or in examining the information, financial statements, operating history, references, etc., necessary to effectuate same. If Tenant desires to assign the Lease or sublease all or part of the Leased Premises, Tenant shall submit to Landlord, at least sixty (60) days prior to the effective date of the proposed assignment or sublease, a written notice of its intent, which notice shall; (a) state the name of the proposed assignee or sublessee; (b) state the nature and character of the business of the proposed assignee or sublessee; (c) state the term, use, rental rate and other particulars of the proposed assignment or sublease, including, without limitation, evidence satisfactory to Landlord that the proposed assignee or sublessee is financially responsible and will immediately occupy and thereafter use the Leased Premises for the use stated in Section 1.1 and in accordance with Section 7.1.B; and (d) be accompanied by a copy of the proposed assignment or sublease documents. Upon receipt of said notice including items (a)—(d) above, Landlord shall have the right, at Landlord's sole discretion, within thirty (30) days after receipt of such notice, to approve or disapprove the proposed assignment or sublease, or to terminate this Lease effective as of the proposed effective date of the assignment or sublease (provided, however, that Tenant may nullify Landlord's termination right by withdrawing the proposed assignment or sublease). No assignee of the Lease or sublessee of the Leased Premises or any portion thereof may further assign or sublet the Leased Premises or any portion thereof. In the event Landlord consents to any assignment or subletting, any Renewal Options provided for in this Lease shall become null and void.

ARTICLE VIII. FIRE AND EXTENDED COVERAGE INSURANCE; DAMAGE OR EMINENT DOMAIN

SECTION 8.1. FIRE AND EXTENDED COVERAGE INSURANCE

From and after the Lease Commencement Date of the Lease and throughout the remainder of the Term of this Lease, Landlord shall procure and pay for windstorm, fire and extended coverage insurance, insuring the Shopping Center building in which the Leased Premises are located for such amount as Landlord's lender shall require, in a responsible insurance company authorized to do business in the State in which the Shopping Center exists. Such insurance policy may insure against loss or damage from fire, windstorm, tornado, hail, disaster, earthquake, vandalism, riot, malicious mischief (and including boiler insurance and war risk insurance if then available), insurance against floods if required by the Federal Flood Disaster Protection Act of 1973 and Regulations issued thereunder, and such other insurance as commonly, or in the judgment of Landlord prudently, maintained by those whose business, improvement to and use of the Leased Premises is similar to that of the Tenant. Such insurance may contain the so-called "Replacement Cost" or "Restoration Endorsement," a provision to the effect that the waiver of subrogation rights by the insured does not void the coverage, and such special endorsements as reasonably requested by Landlord. Tenant shall pay to Landlord, as Additional Rent hereunder, on the first day of each calendar month Tenant's prorata share of the premiums for said fire and extended coverage insurance, Tenant's prorata share to be the same as its prorata share of Common Areas expense.

SECTION 8.2. FIRE, EXPLOSION OR OTHER CASUALTY

In the event the Leased Premises are damaged by fire, explosion or any other casualty to an extent which is less than Fifty Percent (50%) of the cost of replacement of the Leased Premises, the damage shall promptly be repaired by Landlord at Landlord's expense, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage, and that in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment. In the event of any such damage and (i) Landlord is not required to repair as hereinabove provided, or (ii) the Leased Premises shall be damaged to the extent of Fifty Percent (50%) or more of the cost of replacement, or (iii) the building of which the Leased Premises are a part is damaged to the extent of Twenty Five Percent (25%) or more of replacement, or (iv) the buildings (taken in the aggregate) in the Shopping Center shall be damaged to the extent of more than Twenty Five Percent (25%) of the aggregate cost of replacement, Landlord may elect either to repair or rebuild the Leased Premises or the building or buildings, or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage. If the casualty, repairing or rebuilding shall render the Leased Premises untenable, in whole or in part, and the damage shall not have been due to the act or omission of Tenant, a proportionate abatement of the Fixed Minimum Rent shall be allowed from the date when the damage occurred until the date Landlord completes its work, plus the earlier of (i) sixty (60) days or (ii) the date Tenant reopens for business, however, Tenant shall pay all Additional Rent charges beginning on the date Landlord completes its works, said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenable bears to the floor space of the Leased Premises. In the event the Leased Premises shall be damaged or destroyed and the same are not repaired or rebuilt by Landlord within three hundred sixty-five (365) days after the date of the damage or destruction, unless said repair is held up by Tenant, or in the event that Thirty Percent (30%) or more of the Gross Leasable Area of the Shopping Center shall be damaged or destroyed and the same is not repaired or rebuilt within four hundred fifty-five (455) days after the date of damage or destruction, or in the event of any material damage or destruction to the Leased Premises during the last year of the Lease Term, then, in such event, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

SECTION 8.3. EMINENT DOMAIN

If the whole of the Leased Premises shall be taken by any public authority by the exercise, or under the threat of the exercise, of the power of eminent domain, the Lease Term shall cease as of the day the right to possession shall be taken by such public authority, and Tenant shall pay rent up to that date with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date the right of possession is taken. If less than all of the Floor Area of the Leased Premises shall be so taken, the Lease Term shall cease only on the parts so taken as of the day the right to possession shall be taken by such public authority, and Tenant shall pay rent up to that date with appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date the right to possession is taken and thereafter the Fixed Minimum Rent shall be equitably adjusted. Landlord shall, at its expense, make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining premises a complete architectural unit, provided that Landlord shall not be obligated to undertake any such repairs and alterations if the cost thereof exceeds the award received by Landlord. If the Floor Area of the Leased Premises so taken leaves space no longer suitable for the use set forth in Section 1.1, then the Lease Term shall cease and Tenant shall pay rent up to the date the right to possession is taken, with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date of the taking of the right to possession. If more than Twenty Five Percent (25%) of the Floor Area of the building in which the Leased Premises are located, or more than Twenty Five Percent (25%) of the aggregate Floor Area of all buildings in the Shopping Center, shall be taken by the exercise, or under the threat of the exercise, of the power of eminent domain, Landlord may, by notice in writing to Tenant delivered on or before the day of surrendering the right to possession to the public authority, terminate this Lease and rent shall be paid or refunded as of the date of termination. In the event fifty percent (50%) of the Shopping Center is lost due to such taking and such taking significantly impairs Tenant's ability to do business in the Leased Premises, Tenant shall have the right to terminate this Lease by sending a written notice ("Termination Notice") to Landlord setting forth the grounds for such termination and setting a date for such termination ("Termination Date") at least ninety (90) days prior to such Termination Date. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Leased Premises or otherwise, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation.

ARTICLE IX. DEFAULTS BY TENANT AND REMEDIES

SECTION 9.1. DEFAULTS BY TENANT

Without further notice, Landlord may terminate this Lease:

(i) five (5) days after notice of default, if any default by Tenant continues after notice of default, in case of nonpayment of rent or the nonpayment of any other charges or payments to be made hereunder by Tenant, for more than five (5) days (except no notice need be given for a monetary default occurring after the second such monetary default in any Lease Year); or

(ii) thirty (30) days after notice of default, if Tenant does not cure any nonmonetary default within a reasonable time, but in any event no later than thirty (30) days after notice of default; or

(iii) immediately if Tenant makes any assignment for the benefit of creditors, commits any act of bankruptcy or files or is subject to a petition under any bankruptcy or insolvency law, and if such a petition filed against Tenant is not dismissed within ninety (90) days; or

(iv) immediately if a receiver or similar officer becomes entitled to this leasehold; or

(v) immediately if Tenant's interest in this Lease is taken upon execution or other process of law in any action against Tenant; or

(vi) immediately if the Leased Premises are levied upon by any revenue officer or similar officer; or

(vii) immediately if Tenant does, or permits to be done, any act which creates a mechanic's lien or claim therefor against the land or building of which the Leased Premises are a part and Tenant does not comply with the provisions of Section 7.1.M; or

(viii) immediately if Tenant shall abandon, vacate or cease to continually operate its business within said Leased Premises during the term of this Lease for a period of more than three (3) consecutive days or five (5) days in any Lease Year; or

(ix) immediately if Tenant fails to open for business within thirty (30) days after the Lease Commencement Date.

Upon termination of this Lease, Landlord may re-enter the Leased Premises with or without process of law, using such force as may be necessary, and remove all persons, fixtures and chattels therefrom, and Landlord shall not be liable for any damages resulting therefrom. Upon such repossession of the Leased Premises, Landlord shall not be liable for any damages resulting therefrom. Upon such repossession of the Leased Premises, Landlord shall be entitled to recover as liquidated damages and not as a penalty, immediately and upon demand, a lump sum of money equal to (a) the value of the Fixed Minimum Rent and other sums provided herein to be paid by Tenant to Landlord for the remainder of the Lease Term where recoverable under applicable state law (the "Total Rent Amount") or (b) the Total Rent Amount, less the fair rental value of the Leased Premises for said period. Upon the happening of any one or more of the above-mentioned events, Landlord may repossess the Leased Premises by forcible entry or detainer suit, or otherwise, without demand or notice of any kind to Tenant (except as hereinabove expressly provided for) and without terminating this Lease, in which event Landlord may, but shall be under no obligation so to do, relet all or any part of the Leased Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Leased Premises for a term greater or lesser than that remaining under the Lease Term, and the right to relet the Leased Premises as a part of a larger area, and the right to change the character or use made of the Leased Premises). For the purpose of such reletting, Landlord may decorate and make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient. If Landlord does not relet the Leased Premises, Tenant shall pay to Landlord on demand as liquidated damages and not as a penalty a sum equal to the amount of the Fixed Minimum Rent, and other sums provided herein to be paid by Tenant for the remainder of the Lease Term. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting, after paying all of the expenses of such decorations, repairs, changes, alterations, additions, the expenses of such reletting and the collection of the rent accruing therefrom, to satisfy the rent herein provided to be paid for the remainder of the Lease Term, Tenant shall pay to Landlord, on demand, any deficiency and Tenant agrees that Landlord may file suit from time to time to recover any sums falling due under the terms of this section. Any recovery under this section shall be without relief from valuation and appraisement laws.

SECTION 9.2. INTEREST ON LATE PAYMENT; LATE CHARGE

Any payment due Landlord by Tenant pursuant to the terms and conditions of this lease including but not limited to all Fixed Minimum Rent, and Additional Rent which shall not be paid when due shall bear interest at the maximum rate payable by Tenant under state law, or in the absence of a maximum rate, at the rate of Eighteen Percent (18%) per annum from the date when the same is payable under the terms of this Lease until the same shall be paid. In the event any monetary payment is made more than seven (7) days after its due date, Landlord shall be entitled to a late payment fee of ONE HUNDRED and no/100 DOLLARS ($100.00) in addition to such interest charge as hereinabove set forth.

SECTION 9.3. HOLDOVER BY TENANT

In the event Tenant remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, and without the execution of a new lease, Tenant shall be deemed to be occupying the Leased Premises as a tenant from month-to-month at One Hundred Fifty Percent (150%) of the Fixed Minimum Rent subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

SECTION 9.4. LANDLORD'S RIGHT TO CURE DEFAULTS

Landlord may, but shall not be obligated to, cure at any time, without notice, any default by Tenant under this Lease at Tenant's expense. Such cost to be immediately reimbursed upon written notice from Landlord that such expense has been paid.

SECTION 9.5. EFFECT OF WAIVERS OF DEFAULT

No consent or waiver, expressed or implied, by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a consent of waiver to or of any other breach of the same or other covenant, condition or duty.

SECTION 9.6. REMEDIES CUMULATIVE

No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised, from time to time, and so often as occasion may arise or as may be deemed expedient.

SECTION 9.7. TERMINATION OF TENANT'S ADDITIONAL RIGHTS

In consideration for the faithful observance of the terms of this Lease, and any extension hereof, Tenant has negotiated for (and Landlord has granted herein) certain option rights at Section 1.1.S. (referred to in this Section as "Tenant's Additional Rights"). For so long as no event of default occurs and remains uncured beyond the cure period, if any, set out in Section 9.1 of this Lease, Tenant's Additional Rights shall remain in full force and effect. However, should an event of default occur at any time during the term hereof or any extension(s) (and remain uncured beyond the applicable cure period, if any) Tenant's Additional Rights shall terminate, and the same shall be deemed null and void thereafter. Said termination shall occur as provided herein without further notice from Landlord, and Tenant's subsequent cure after the expiration of the appropriate cure period shall not reinstate or otherwise preserve Tenant's terminated rights.

ARTICLE X. MISCELLANEOUS PROVISIONS

SECTION 10.1. MUTUAL WAIVER OF SUBROGATION RIGHTS

Whenever (i) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Leased Premises, and (ii) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person or account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect).

SECTION 10.2. NOTICES FROM ONE PARTY TO THE OTHER

All notices provided for in the Lease shall be in writing and shall be deemed to be given (a) upon the earlier of (i) actual receipt; (ii) refusal thereof; or (iii) three (3) days after having been sent, if notice was sent by prepaid registered or certified mail, return receipt requested; or (b) one (1) day after having been sent, if notice was sent by a nationally recognized overnight courier service which requires the recipient to sign a receipt; addressed, if to Tenant, at the address of Tenant set forth in Section 1.1.F, or such other address as Tenant shall have last designated by notice in writing to Landlord (which written notice to Landlord must clearly be labeled "Change of Tenant's Address for Notice Purposes"), and if to Landlord, to the place then established for the payment of rent, or such other address as Landlord shall have last designated by notice in writing to Tenant. The customary receipt shall be conclusive evidence of such service.

SECTION 10.3. BROKERAGE

Tenant warrants that it has had no dealings with any broker in connection with this Lease other than the City of Flowery Branch and Landlord's broker, Oakhurst Realty Partners, and covenants to pay, hold harmless and indemnify Landlord from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Lease or the negotiation thereof.

SECTION 10.4. RELATIONSHIP TO THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

SECTION 10.5. ESTOPPEL CERTIFICATES

At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge and deliver to Landlord no later than ten (10) days after such request, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates through which the Fixed Minimum Rent, Additional Rent, and other charges have been paid, and making such other reasonable certifications as Landlord, Landlord's mortgagee or Landlord's potential mortgagee may require.

SECTION 10.6. APPLICABLE LAW AND CONSTRUCTION

The laws of the State in which the Shopping Center exists shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles or sections.

SECTION 10.7. FORCE MAJEURE

Whenever a period of time is provided in this Lease for either party to do or perform any act or thing, said party shall not be liable or responsible for any delay due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of said party, and in any such event said time period shall be extended for the amount of time said party is so delayed, provided that this section shall not apply to Tenant's covenants to pay Rent and other charges hereunder.

SECTION 10.8. EXECUTION OF LEASE BY LANDLORD

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Leased Premises and this document becomes effective and binding only upon the execution and delivery hereof by Landlord and by Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or other agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof.

SECTION 10.9. BINDING EFFECT OF LEASE

The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease, and in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

SECTION 10.10. SURVIVAL

All representations, warranties, covenants, conditions and agreements contained herein which either expressly survive the expiration or termination of this Lease or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Lease, shall survive the termination or expiration of this Lease.

SECTION 10.11. NO MODIFICATION

This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

SECTION 10.12. SEVERABILITY

If any portion of any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 10.13. SIGN CRITERIA

Within fifteen (15) days after full Lease execution, Tenant shall submit to Landlord two (2) sets of drawings for all proposed signage. The drawings shall clearly show location of sign on storefront elevation, graphics, colors and materials. No signs of any type or description shall be erected, placed or painted in or about the Leased Premises except those signs submitted to Landlord in writing and approved by Landlord in writing, and which signs are in conformity with all applicable laws, regulations, codes and ordinances and in conformity with Landlord's sign criteria as stated in Exhibit E (including without limitation restrictions on duration of posting of sale signs or other signs by Tenant) established for the Shopping Center. Landlord reserves the right to remove, at Tenant's expense, all signs other than signs approved in writing by Landlord under this Section 10.13, without notice to Tenant and without liability to Tenant for any damages sustained by Tenant as a result thereof, and Tenant shall repair any damage caused by such removal. Tenant shall have thirty (30) days from the Possession Date in which to install approved signage on the building facade or Tenant shall be deemed in default.

SECTION 10.14. SALES AND RENTAL TAX

Tenant covenants and agrees to pay to Landlord any and all sales and/or rental taxes imposed by the State in which the Shopping Center exists or any other governmental agency with respect to all Fixed Minimum Rent, Additional Rent, and all other payments of monies, including but not limited to, Common Areas maintenance charges and Real Estate Taxes paid by Tenant to

Landlord pursuant to the terms of this Lease.

SECTION 10.15. FAILURE OF TENANT TO OPEN

If Tenant fails to open for business within thirty (30) days after the Lease Commencement Date, then Landlord may terminate this Lease, at Landlord's option, and all monies paid to Landlord shall remain the property of Landlord.

SECTION 10.16. HAZARDOUS MATERIALS

Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances, or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Leased Premises any such materials or substances. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. §§ 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C.A. §§ 6901 et seq., and any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such requirement applies to acts and/or omissions of the Tenant. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of hazardous substances or materials on the Leased Premises. In all events, Tenant shall indemnify and hold Landlord harmless in the manner elsewhere provided in this Lease from any release of hazardous materials on the Leased Premises occurring while Tenant is in possession, or elsewhere if caused by Tenant or persons acting under Tenant. The within covenants shall survive the expiration or earlier termination of the Lease term.

Landlord, to the best of Landlord's knowledge and belief, states that there are no hazardous materials within the Leased Premises as of the date of this Lease.

Landlord acknowledges that materials potentially presenting a biohazard risk may be present on the site during the course of Tenant's business activities and that such biohazardous material will be collected and stored in containers using the universal biohazardous symbol in the Leased Premises prior to proper disposal. Tenant will at all times store such material in the required manner and shall assure that the material is disposed of as required by all governmental agencies. The parties acknowledge that Landlord shall not be responsible for the disposal or storage of any such materials and that in the event Landlord, its agents or employees shall enter the Leased Premises such party shall use best efforts and caution to deal in a reasonable manner with any such materials if required to do so.

SECTION 10.17. RIGHT TO RELOCATE

In the event Landlord shall add additional buildings to the Shopping Center or expand any of the buildings currently contained therein or renovate or reconfigure any part of the Shopping Center in the vicinity of the Leased Premises, Landlord shall have the right, subject to Tenant's right of termination as set forth below to relocate Tenant's operation to other premises (the "New Premises") in another part of the Shopping Center or building in accordance with the following:

Landlord shall notify Tenant, at least one hundred fifty (150) days prior to the proposed relocation date, of Landlord's intention to relocate Tenant's operation to the New Premises; the proposed relocation date and the size, configuration and location of the New Premises shall be set forth in Landlord's notice; and the New Premises shall be substantially the same in size and configuration as the Leased Premises described in the Lease.

In the event Landlord relocates Tenant and has completed the Tenant Improvements at Landlord's expense, Tenant shall enter into a new lease agreement with Landlord for a period of five (5) years under the same terms and conditions of this Lease.

In the event the New Premises described in Landlord's relocation notice are unacceptable to Tenant, Tenant shall have the right, exercisable by written notice to Landlord, given thirty (30) days following receipt of Landlord's relocation notice, to reject the relocation request. Upon Landlord's receipt of Tenant's rejection Landlord shall, in its sole discretion, have the right to terminate this Lease, such termination to be effective as of the proposed relocation date as set forth in Landlord's notice or to retract the relocation request and this Lease shall continue in full force and effect. Failure by Tenant to timely exercise such right shall be deemed a waiver with respect thereto and confirmation that the New Premises are acceptable to Tenant. Tenant shall have the right to accept the New Premises only for the unexpired term of this Lease.

Landlord has made no representation as to any additional improvements or stores or any existing stores in the Shopping Center and this provision does not create any rights of option, first refusal or otherwise with respect to any present or future space in the Shopping Center.

SECTION 10.18. AMERICANS WITH DISABILITIES ACT

Landlord agrees that at the time of delivery to Tenant all common areas, such as sidewalks and parking lots to the best of Landlord's knowledge will comply with the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder. At Tenant's expense, Tenant agrees to design, furnish, and construct the Leased Premises to comply with the Americans with Disabilities Act of 1990.

Within ten (10) days after receipt, Landlord and Tenant shall advise the other party in writing, and provide the other with copies of (as applicable), any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Property or of the Leased Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Property or of the Leased Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Property or the Leased Premises.

SECTION 10.19. RECORDATION

Neither this Lease nor a short form or memorandum thereof shall be recorded in the public records.

SECTION 10.20. LANDLORD'S RESTRICTIONS

Except as permitted by existing leases, Landlord, to the best of Landlord's ability, agrees that no part of the Shopping Center shall be occupied by an adult book or adult video store or other businesses which sell or display pornographic material, however, any sale of adult magazines or rental of adult videos in less than ten percent (10%) of the sales floor area of any tenant shall not be considered a violation of this agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

Date: June 2, 2022

LANDLORD: City of Flowery Branch, GA

Shelia R Cooper

By: Edward R. Asbridge, Mayor

ATTEST:

Edward R. Asbridge

By: Shelia Cooper, City Clerk

Date: June 2, 2022

TENANT: S4 Elephants Catering, LLC

Viravanh

By: Viravanh Xayavongsa

By: Soukanh Xayavongsa

Sworn to and subscribed before me this 31st day of May, 2022.

Patty Hurt

PATTY HURT
Notary Public
HALL COUNTY, STATE of GEORGIA
My Commission Expires July 30, 2022

NOTARY PUBLIC

My Commission Expires: ________________

[NOTARY SEAL]

EXHIBIT A
SITE PLAN

This Exhibit is solely for the purpose of showing the approximate location of the Leased Premises within the Shopping Center and for no other reason whatsoever. Landlord reserves the right to relocate, change, expand or delete parking spaces or parking areas, curb cuts, entrances, service areas, total building area, frontage, etc., including expansion or demolition of existing or new buildings.

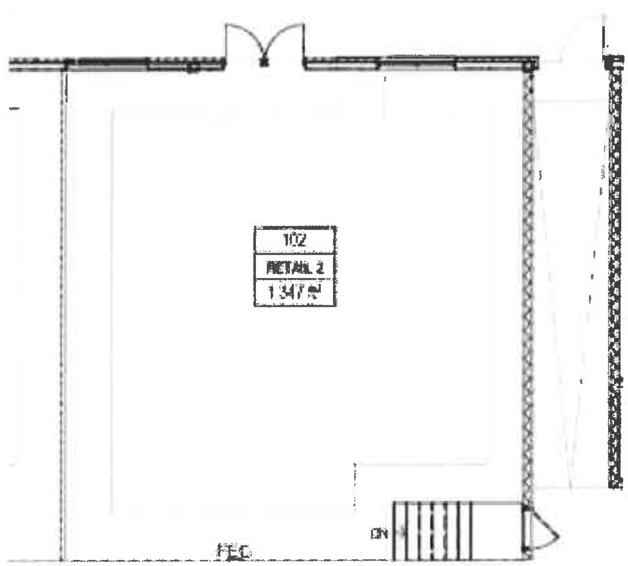

EXHIBIT B

LANDLORD AND TENANT'S WORK

Landlord's Work

1. Notwithstanding anything to the contrary contained herein, Tenant acknowledges and agrees to accept delivery of possession of the Leased Premises in the present "AS IS" condition, without any representation or warranty as to said condition, it being understood that Landlord has no obligation to perform any work or repairs in connection with the preparation of the Leased Premises for Tenant's occupancy, except as set forth below:

a. Landlord shall deliver the major components of the internal grease trap, sanitary sewer stub, ventilation chase for hood exhaust and an undistributed HVAC system in good working order.

2. Provided Tenant is not in default hereunder and shall have completed Tenant's Work in compliance with the plans and specifications approved by Landlord and in compliance with all governmental codes, ordinances and the terms hereof, Landlord shall pay to Tenant a sum up to Sixty Seven Thousand, Three Hundred Fifty and No/100 Dollars ($67,350.00) as a construction allowance (the "Tenant Improvement Allowance"), in no event to exceed the actual costs of improvements constituting Tenant's Work which are installed in the Leased Premises. The Tenant Improvement Allowance shall be paid by Landlord in four installments at the following times: (a) completion of 25% of the Tenant Work; (b) completion of 50% of the Tenant Work; (c) completion of 75% Tenant Work; and (d) the date Tenant opens the Leased Premises to the public. The payment of all installments shall be subject to Landlord's inspection confirming the percentage of Tenant Work has been completed in compliance with all applicable laws, codes, rules, and regulations. Additionally, the payment of the final installment is conditioned upon the Tenant delivers to Landlord the following documentation: (i) a certificate of occupancy for the Leased Premises, (ii) waivers of lien in form and substance satisfactory to Landlord, (iii) paid invoices for Tenant's Work for which the Tenant Improvement Allowance will be or has been applied, (iv) proof of installation of a Landlord approved exterior sign on the Leased Premises which identifies Tenant's business. Any portion of the Tenant Improvement Allowance not utilized by Tenant in connection with initial improvement of the Leased Premises in accordance with the provisions of this Work Schedule shall be retained by Landlord for Landlord's benefit. No portion of the Tenant Improvement Allowance shall be applied toward Tenant's moving expenses, furniture, trade fixtures, equipment or any other personal property of Tenant. In the event of default under this Lease by Tenant, which default shall not have been fully cured by Tenant within any applicable cure period allowed under this Lease, any and all portions of the Tenant Improvement Allowance which shall have theretofore been disbursed to Tenant shall constitute additional rent and shall be immediately due and payable as such to Landlord.

3. During the construction of the Tenant Improvements, Landlord shall make disbursements of the Tenant Improvement Allowance for the benefit of Tenant in installments as set forth in Paragraph 2 above and shall authorize the release of monies for the benefit of the Tenant as follows:

During the construction of the Tenant Improvements (or such other date as the Landlord may designate), Tenant shall deliver to Landlord: (a) a request for reimbursement of amounts paid to the contractor, approved by Tenant in a form to be provided by landlord, showing the schedule, by trade, of percentage of completion of the Tenant Improvements in the Premises, detailing the portion of the work completed and the portion not completed, (b) all invoices for labor rendered and materials for the Premises, (c) executed mechanic's lien releases as applicable, from all of Tenant's agents performing work in the Premises, and (d) all other information reasonably required by Landlord. Tenant's request for payment shall be deemed Tenant's acceptance and approval of the work furnished and/or the materials supplied as set forth in the Tenant's reimbursement request. Within thirty (30) days thereafter, Landlord shall deliver a check to Tenant made payable to Tenant in payment of the lesser of (i) the amounts so requested by Tenant as, or (ii) the balance of any remaining available portion of the Tenant Improvement Allowance balance provided that Landlord does not dispute any request for payment based on non-compliance of any work with the plans and specifications or due to any substandard work. Landlord's payment of such amounts shall not be deemed Landlord's approval or acceptance of the work furnished or materials supplies as set forth in Tenant's payment request. Upon completion of the construction of the Tenant Improvements, Tenant shall deliver to Landlord properly executed mechanic's liens for work furnished and/or the materials supplied.

Tenant's Work

1. Tenant agrees to submit to Landlord plans and specifications covering the Tenant Improvements in such detail as Landlord or Managing Agent may require within fifteen (15) days of execution of this Lease and Tenant agrees not to commence work on any of the Tenant Improvements until Landlord has approved such plans and specifications in writing. On or before the Possession Date, Tenant shall deposit with Landlord a certificate of insurance clearly stating the insurance requirements specified in Section 7.2, Tenant shall commence Tenant's Work and proceed diligently and continuously to completion, including installation of fixtures and equipment in the Leased Premises. At all times during Tenant's construction, Landlord and its representatives shall have the right to enter upon the Leased Premises for the purpose of inspecting construction and progress of the Tenant Improvements. Tenant, at its sole cost, shall complete all interior improvements needed to operate its business.

2. Heating and Air Conditioning Maintenance Provisions:

Tenant, at its sole cost, shall maintain the air conditioning (includes heating) units(s) for the Leased Premises in good condition and repair throughout the term of this Lease.

As a part of its air conditioning maintenance obligation, Tenant shall enter into an annual contract with an air conditioning repair firm, fully licensed to repair air conditioning units in the State in which the Shopping Center exists, which firm shall:

a. Regularly service the air conditioning unit(s) on the Leased Premises on a monthly basis, changing belts, filters and other parts as required; and supply Landlord with copies of the maintenance reports should Landlord request them to do so.

b. Perform energy and extraordinary repairs on the air conditioning unit(s).

c. Keep a detailed record of all services performed on the Leased Premises and prepare an annual service report to be furnished to the Tenant at the end of each calendar year.

Tenant shall furnish to Landlord at the end of each calendar year, a copy of said annual service report. Not later than thirty (30) days prior to the Lease Commencement Date of the term of this Lease and annually thereafter, Tenant shall furnish to Landlord a copy of the air conditioning maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Nothing stated herein above shall limit Tenant's obligation to maintain the air conditioning unit(s) in good condition and repair throughout the Term of this Lease.

EXHIBIT C
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in GMD 1270, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

The Retail Master Unit of the FB Main Street Master Condominium, as established by the Declaration of Condominium for FB Main Street, A Master Condominium, of record in Deed Book 8924, Page 507-595, Hall County, Georgia records, together with the undivided percentage of interest in the Common Elements appurtenance to said Unit as set forth in Exhibit B of the Declaration of Condominium for FB Main Street, A Master Condominium. Reference is hereby made to the plat of FB Main Street, A Master Condominium of record in Plat Book 880, Page 440 in Plat Book 880, Pages 441-445 Hall County, Georgia records, for a more complete identification and description of the Retail Master Unit.

EXHIBIT D
RULES AND REGULATIONS

Tenant covenants and agrees that Tenant, at its own cost and expense:

(a) Will keep all exterior and interior store front surfaces clean and will maintain the rest of the Leased Premises and all corridors and loading areas immediately adjoining the Leased Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests;

(b) Will not permit accumulations of any refuse, but will remove the same and keep such refuse in odor-proof, rat-proof containers within the interior of the Leased Premises shielded from the view of the general public until removed and will not burn any refuse whatsoever but will cause all such refuse to be removed by such person or companies, including Landlord, as may be designated in writing by Landlord and will pay all charges therefor, which shall in all events be competitive within the same geographical area for similar services performed by a reputable person or company; provided, however that Landlord may decline to designate any such person or company in which event all such refuse shall be removed by such person or company as Tenant, subject to Landlord's prior written approval, shall select;

(c) Will promptly replace, any plate glass or window glass of the Leased Premises which may become cracked or broken, with glass of a like kind and quality;

(d) Will not, without Landlord's prior written consent, place or maintain any merchandise or other articles in any vestibule or entry of the Leased Premises or within two (2) feet of any entrance from the Leased Premises, on the foot walk adjacent thereto or elsewhere on the exterior thereof;

(e) Will not use or permit the use of any apparatus, or sound reproduction or transmission, or any musical instrument in such manner that the sound so produced, transmitted or reproduced shall be audible beyond the confines of the Leased Premises, and will not use any other advertising medium, including without limitation flashing lights, or search lights which may be heard or seen outside of the Leased Premises;

(f) Will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Leased Premises;

(g) Will not cause or permit objectionable odors to emanate or be dispelled from the Leased Premises;

(h) Will not solicit business, distribute handbills or other advertising matter or hold demonstrations in the parking areas or other Common Areas;

(i) Will not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area, or other Common Areas in the Shopping Center;

(j) Will comply with all laws, rules, regulations, guidelines, orders and ordinances of applicable federal, state and local governmental authorities, commissions, boards and agencies with respect to this Lease, the use of Leased Premises or any work to be performed in the Leased Premises by Tenant and Tenant shall secure all permits, leases and approvals required for Tenant's use of the Leased Premises. In addition, Tenant shall also comply with all recommendations of the Association of Fire Underwriters, Factory Mutual Insurance Companies, the Insurance Services Organization, or other similar body establishing standards for fire insurance ratings with respect to the use occupancy of the Leased Premises by Tenant, and will participate in periodic fire brigade instructions and drills at the request of Landlord and will supply, maintain, repair and replace for the Leased Premises any fire extinguisher or other fire prevention equipment and safety equipment (including insulation of approved hoods and ducts if cooking activity is conducted in the Leased Premises) required by the aforementioned rules, regulations and associations or other body in order to obtain insurance at the lowest available premium rate throughout the Term of the Lease;

(k) Will keep all outside areas immediately adjoining the Leased Premises including, but not limited to, sidewalks and loading docks free from ice and snow and Tenant hereby agrees that Tenant is solely liable for any accidents occurring on said outside areas due or alleged to be due to any accumulation of ice and snow;

(l) Will not use the plumbing facilities for any other purpose than that for which they are constructed and will not permit any foreign substance of any kind to be thrown therein and the expense of repairing any breakage, stoppage, seepage or damage, whether occurring on or off the Leased Premises, resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees shall be borne by Tenant. All grease traps and other plumbing traps shall be kept clean and operable by Tenant at Tenant's own cost and expense;

(m) Will not permit any shopping carts in the Common Areas even if taken there by customers;

(n) Will not place or cause or permit to be placed within the Leased Premises, pay telephones, vending machines (except those for the exclusive use of this Tenant's employees) or amusement devices of any kind without the prior written consent of Landlord;

(o) Will comply with all obligations of the FB Main Street – A Master Condominium Declaration of Covenants and By-Laws.

EXHIBIT E
SIGN CRITERIA

Signs shall be furnished and installed by Tenant according to the following:

1. Landlord may erect and maintain such suitable signs or signage as Landlord, in its sole discretion, may deem appropriate to advertise the Premises.

2. Tenant may erect and maintain, at its sole cost and expense, not more than one (1) sign upon the exterior of the Premises, identifying Tenant's business by name. No such sign erected by Tenant shall contain a listing of merchandise or service or any slogan related to Tenant's business.

3. Tenant shall submit sign layout to Landlord for approval prior to its fabrication and installation.

4. All signs and sign locations must be approved by Landlord prior to installation, and Landlord reserves the right, in its sole discretion, to reject any sign proposed by Tenant that does not meet Landlord's requirements.

5. All signs must comply with applicable government regulations and requirements, and Tenant shall keep all signs property maintained and in good working order.

6. Care should be taken to prevent damage to the façade during sign installation.

7. Signage shall be installed in a manner so as not to create leaks through penetrations of the façade.

8. All permits and licenses for sign installation shall be the responsibility of Tenant or sign contractor.

EXHIBIT F

GUARANTY OF LEASE

LANDLORD:	CITY OF FLOWERY BRANCH, GEORGIA
TENANT:	4 ELEPHANTS CATERING, LLC
LEASE DATE:	

GUARANTY

FOR VALUE RECEIVED, and in consideration of, and as an inducement for the execution and delivery of the Lease dated above, for demising store premises in the FB Main Street – A Master Condominium Shopping Center (hereinafter called the "Lease"), by and between CITY OF FLOWERY BRANCH, GEORGIA, (hereinafter called "Landlord"), and E4 ELEPHANTS CATERING, LLC, (hereinafter called "Tenant"), the undersigned, Viravanh Xayavongsa and Soukanh Xayavongsa, individuals, (hereinafter called "Guarantor"), hereby guarantees to Landlord, its successors and assigns, the full and prompt payment of rent, including, but not limited to, the Fixed Minimum Rent, Additional Rent and any and all other sums and charges payable by Tenant, its successors and assigns, under said Lease, including specifically, but not by way of limitation, real estate taxes, insurance premiums, Common Areas and facilities charges, utility charges, heating, ventilating and cooling charges, air conditioning service charges, charge for heating, and Tenant's share of special assessments, and further hereby guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements herein provided to be performed and observed by Tenant, its successors and assigns; and Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if default shall at any time be made by Tenant, its successors and assigns, in the payment of any such Fixed Minimum Rent, Additional Rent and any and all other sums and charges payable by Tenant, its successors and assigns, under said Lease, including specifically, but not by way of limitation, real estate taxes, insurance premiums, Common Areas and facilities charges, utility charges, heating, ventilating and cooling charges, air conditioning service charges, charge for heating, and Tenant's share of special assessments, or if Tenant should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in said Lease, Guarantor will forthwith pay such Fixed Minimum Rent, Additional Rent and other such sums and charges to Landlord, its successors and assigns, and any arrearages thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions, and will forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant, its successors and assigns, under said Lease, including, without limitation, all reasonable attorneys' fees, disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guarantee of payment and of performance. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this

Guaranty and the obligations of Guarantor hereunder shall in nowise be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or against Tenant's successors and assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of said Lease.

This Guaranty shall be a continuing guaranty and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extension of time that may be granted by Landlord to Tenant, its successors or assigns, or a changed or different use of the Leased Premises consented to in writing by Landlord, or by reason of any dealings or transactions or matter or thing occurring between Landlord and Tenant, its successors or assigns, whether or not notice thereof is given to Guarantor. Guarantor shall promptly furnish Landlord, from time to time, financial statements reflecting Tenant's current financial condition whenever requested by Landlord.

Landlord's consent to any assignment or assignments, and successive assignments by Tenant, of the Lease made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

The assignment by Landlord of the Lease and/or the avails and proceeds thereof made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

All of Landlord's rights and remedies under the said Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. If there is more than one Guarantor hereunder, each Guarantor is jointly and severally liable hereunder, and they are collectively herein referred to as the Guarantor.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty the date above set forth.

GUARANTOR(S):

Viravanh Xayavongsa, INDIVIDUALLY

By: Viravanh Xayavongsa, an Individual
Address: 6608 Windbrook Way
Flowery Branch, GA. 30542

Social Security Number: 577-04-3069
Soukanh Xayavongsa, INDIVIDUALLY

By: Soukanh Xayavongsa, an Individual
Address: 6608 Windbrook Way

Flowery Branch, GA. 30542
Social Security Number: 228-25-3450

Sworn to and subscribed before me
this is 31st day of May 2022.

Patty Hurt

NOTARY PUBLIC

PATTY HURT
Notary Public
HALL COUNTY, STATE of GEORGIA
My Commission Expires July 30, 2022

My Commission Expires:

[SEAL]

EXHIBIT G
RENT SCHEDULE

The following schedule shall begin on the Fixed Minimum Rent Commencement Date. Notwithstanding the foregoing, beginning on the Possession Date Tenant shall begin the payment of Tenant's prorata share of Additional Rent as shown in Section 1.1.M.

LEASE TERM

Term	Monthly Fixed Minimum Rent	Annual Fixed Minimum Rent	Additional Rent
Months 1 – *12*	$2,806.25	$33,675.00	Full Amount Due Under the Lease
Months 13 – *24*	$2,890.44	$34,685.25	Full Amount Due Under the Lease
Months 25 – 36	$2,977.15	$35,725.25	Full Amount Due Under the Lease
Months 37 – 48	$3,066.47	$36,797.58	Full Amount Due Under the Lease
Months 49 – 60	$3,158.46	$37,901.51	Full Amount Due Under the Lease
Months 61 - 72	$3,253.21	$39,038.55	Full Amount Due Under the Lease
Months 73 - 84	$3,350.81	$40,209.71	Full Amount Due Under the Lease

FIRST OPTION

Term	Monthly Fixed Minimum Rent	Annual Fixed Minimum Rent	Additional Rent
Months 85 - 96	$3,451.33	$41,416.00	Full Amount Due Under the Lease
Months 97 – 108	$3,554.87	$42,658.48	Full Amount Due Under the Lease
Months 109 - 120	$3,661.52	$43,938.24	Full Amount Due Under the Lease

FIRST AMENDMENT TO FB MAIN STREET
A MASTER CONDOMINIUM SHOPPING CENTER LEASE AGREEMENT

THIS FIRST AMENDMENT TO FB MAIN STREET A MASTER CONDOMINIUM SHOPPING CENTER LEASE AGREEMENT (this “Amendment”), is made and entered into effective the 2nd day of November, 2022, by and between the CITY OF FLOWERY BRANCH (hereinafter referred to as “Landlord”) and 4 ELEPHANTS CATERING, LLC, a limited liability company, (hereinafter referred to as “Tenant”).

WHEREAS, Landlord and Tenant entered into that certain lease agreement dated June 2, 2022 (the “Original Lease”), for that certain property commonly known as 5519 Main Street, Suite 102, Flowery Branch, Georgia (the “Demised Premises”); and

WHEREAS, Landlord and Tenant desire to amend the Original Lease, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, AND IN CONSIDERATION of the sum of One and No/100 Dollars ($1.00), each to the other paid, the receipt and adequacy and sufficiency of which is hereby acknowledge, and the mutual covenants flowing between the parties hereto, the Original Lease is hereby amended as follows:

1. <u>Recitals.</u> Each of the foregoing recitals and representations in this Amendment form a material part of this Amendment and are incorporated herein by this reference, and such recitals and representations and the Original Lease are hereby ratified.

2. <u>Basic Lease Provisions.</u> Section 1.1. K. FIXED MINIMUM RENT COMMENCEMENT DATE is deleted in its entirety and replaced with the following: “Earlier of (i) Tenant opening for business or (ii) eleven (11) months following the Lease Commencement Date.”

EXCEPT AS HEREIN PROVIDED, all other terms and conditions of the Original Lease shall remain the same and the parties hereto do hereby ratify the Original Lease.

IN WITNESS WHEREOF, Landlord and Tenant have carefully read and reviewed this Amendment and each term and provision contained herein, and by the execution of this Amendment shows their informed and voluntary consent thereto. The parties hereby agree that, at the time this Amendment is executed, the terms of this Amendment are commercially reasonable and effectuate the intent and purpose of Landlord and Tenant with respect to the Demised Premises.

This ______ day of November, 2022.

Signatures Next Page

LANDLORD: CITY OF FLOWERY BRANCH, GEORGIA

By: ______________________________
Edward R. Asbridge, Mayor

ATTEST:

____
Shelia Cooper, City Clerk

TENANT: 4 ELEPHANTS CATERING, LLC

By: ______________________________
Viravanh Xayavongsa, Member

By: ______________________________
Soukanh Xayavongsa, Member

Sworn to and subscribed before me
this_____ day of November, 2022.

____
NOTARY PUBLIC
My commission expires: _________

SECOND AMENDMENT TO FB MAIN STREET
A MASTER CONDOMINIUM SHOPPING CENTER LEASE AGREEMENT

THIS SECOND AMENDMENT TO FB MAIN STREET A MASTER CONDOMINIUM SHOPPING CENTER LEASE AGREEMENT (this "Amendment"), is made and entered into effective the 2nd day of March, 2023, by and between the CITY OF FLOWERY BRANCH (hereinafter referred to as "Landlord") and 4 ELEPHANTS CATERING, LLC, a limited liability company, (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into that certain lease agreement dated June 2, 2022 (the "Original Lease"), and signed a first amendment on November 2, 2022, for that certain property commonly known as 5519 Main Street, Suite 102, Flowery Branch, Georgia (the "Demised Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Original Lease, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, AND IN CONSIDERATION of the sum of One and No/100 Dollars ($1.00), each to the other paid, the receipt and adequacy and sufficiency of which is hereby acknowledge, and the mutual covenants flowing between the parties hereto, the Original Lease is hereby amended as follows:

1. Recitals. Each of the foregoing recitals and representations in this Amendment form a material part of this Amendment and are incorporated herein by this reference, and such recitals and representations and the Original Lease are hereby ratified.

2. Basic Lease Provisions. Section 1.1. K. FIXED MINIMUM RENT COMMENCEMENT DATE is deleted in its entirety and replaced with the following: "Earlier of (i) Tenant opening for business or (ii) eleven (11) months following the Lease Commencement Date."

EXCEPT AS HEREIN PROVIDED, all other terms and conditions of the Original Lease shall remain the same and the parties hereto do hereby ratify the Original Lease.

IN WITNESS WHEREOF, Landlord and Tenant have carefully read and reviewed this Amendment and each term and provision contained herein, and by the execution of this Amendment shows their informed and voluntary consent thereto. The parties hereby agree that, at the time this Amendment is executed, the terms of this Amendment are commercially reasonable and effectuate the intent and purpose of Landlord and Tenant with respect to the Demised Premises.

This ______ day of March, 2023.

Signatures Next Page

LANDLORD: CITY OF FLOWERY BRANCH, GEORGIA

By: ______________________________
Edward R. Asbridge, Mayor

ATTEST:

____
Shelia Cooper, City Clerk

TENANT: 4 ELEPHANTS CATERING, LLC

By: ______________________________
Viravanh Xayavongsa, Member

By: ______________________________
Soukanh Xayavongsa, Member

Sworn to and subscribed before me
this_____ day of March, 2023.

____
NOTARY PUBLIC
My commission expires: _________