



**City of Flowery Branch
City Council Meeting
Thursday, December 03, 2020, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch GA, 30542**



CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

NEW BUSINESS -WORK SESSION:

- Consider 2021 Council Meeting Dates
[2021 Meeting Dates.pdf](#)
- Consider Resolution 20-027 -Audit Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019.

[Resolution 20-027 Executive Summary.pdf](#)

[Resolution 20-027 Exhibit A - Budget Amendment Form.pdf](#)

[Resolution 20-027 for FY 2019 Budget Amendment.pdf](#)

[RESOLUTION 20-027 PRESENTATION.pdf](#)

- Crown Castle Memorandum of Amendment and Agreement Amendment
[EXECUTIVE SUMMARY - Crown Castle Agreement Changes.pdf](#)
[Crown Castle Memorandum of Amendment](#)
[Crown Castle Amendment.pdf](#)
[3-28-2000 Crown Castle Agreement.pdf](#)
- Request approval of Resolution 20-028; Implementation of 1.75% step adjustment and 1.8% COLA adjustment, effective January 1, 2021.

[Resolution 20-028 Executive Summary.pdf](#)

[Resolution 20-028 Mid-Year COLA and Step Adjustments.pdf](#)

[ECI Historical Listing -- Volume V - September 2020 \(002\).pdf](#)

DEPARTMENT REPORTS: -

- a. City Manager Report
- b. City Clerk Report
- c. Finance Director Report
- d. Planning Department Report
- e. Police Report
- f. Attorney Report
- g. Council Report

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS: - Please limit to two minutes

CONSENT AGENDA:

- Consider 2021 Council Meeting Dates
[2021 Meeting Dates.pdf](#)

NEW BUSINESS - VOTING SESSION:

- Consider Resolution 20-027 -Audit Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019.

[Resolution 20-027 Executive Summary.pdf](#)

[Resolution 20-027 Exhibit A - Budget Amendment Form.pdf](#)

[Resolution 20-027 for FY 2019 Budget Amendment.pdf](#)

[RESOLUTION 20-027 PRESENTATION.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 2021 Council Meeting Dates

COUNCIL MEETING DATE: December 3, 2020

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: Vickie Short

ATTACHMENTS

- [2021 Meeting Dates.pdf](#)



PUBLIC NOTICE

2021 GOVERNING BODY MEETING CALENDAR



IN ACCORDANCE WITH THE GEORGIA OPEN MEETINGS ACT AS AMENDED, VOLUME 50, CHAPTER 14, NOTICE IS HEREBY GIVEN; **THE CITY OF FLOWERY BRANCH 2021 GOVERNING BODY MEETING CALENDAR** FOR WORK AND VOTING SESSIONS HAS BEEN SET FORTH AS FOLLOWS:

January 7, 2021	July 1, 2021
January 21, 2021	July 15, 2021
February 4, 2021	August 5, 2021
February 18, 2021	August 19, 2021
March 4, 2021	September 2, 2021
March 18, 2021	September 16, 2021
April 1, 2021	October 7, 2021
April 15, 2021	October 21, 2021
May 6, 2021	November 4, 2021
May 20, 2021	November 18, 2021
June 3, 2021	December 2, 2021
June 17, 2021	December 16, 2021

MEETINGS ARE HELD AT THE FLOWERY BRANCH CITY HALL ON THE 1ST AND 3RD THURSDAYS OF EACH MONTH AT 6:00 PM.

NOTICE OF ANY DEVIATIONS TO THE SCHEDULE OR ANY SPECIAL MEETINGS SHALL BE POSTED BY PUBLIC NOTICE ON THE OFFICIAL BULLETIN BOARD LOCATED AT 5410 W. PINE STREET AND ON THE CITY OF FLOWERY BRANCH WEBSITE <https://www.flowerlybranchga.org/citycouncil/page/2021-council-meeting-schedule>

Adopted: December 3, 2020

Posted: December 3, 2020

cc: Mayor and City Council
City Manager's Office
City Attorney
Department Directors
Media
Official Bulletin Board



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Resolution 20-027 -Audit Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019.

COUNCIL MEETING DATE: December 3, 2020

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 Exhibit A.

OPTIONS:

Approve Resolution 20-027 for Audit Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019.

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

No

AMOUNT AND SOURCE OF FUNDS:

Excess collections in revenue in FY2020 for General Fund.

RECOMMENDATION:

Approve Resolution 20-027 for Audit Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019.

SAMPLE MOTION:

I make a motion for the City Council to authorize approval of Resolution 20-027, Audit Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019 as presented in Exhibit A.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Resolution 20-027 Executive Summary.pdf](#)
- [Resolution 20-027 Exhibit A - Budget Amendment Form.pdf](#)
- [Resolution 20-027 for FY 2019 Budget Amendment.pdf](#)
- [RESOLUTION 20-027 PRESENTATION.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resolution 20-027: To Amend the Budget for FY2020 as Previously Adopted on June 27, 2019

DATE: November 24, 2020

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL-

☐ **OTHER**

CAPITAL-

COMMISSION ACTION REQUESTED ON: December 3, 2020

PURPOSE: To approve Resolution 20-027 budget amendment, before the issuance of the FY2020 audit report.

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:

- A reclassification of already approved total budget between departments is needed for a balanced budget, therefore we request to move \$12,115 from Economic Development professional services to Planning and Development in the General Fund. This adjustment requires no overall increase in the City's budget.
 - The Grant Fund adjustment is for CARES funding expenses incurred as of 6/30/2020 but the grant revenue was not received until FY2021 fiscal year. Therefore, a total of \$158,319 budget adjustment is needed for the expense accounts as of 6/30/2020.
 - Hotel Motel tax collections were \$19,009 higher than anticipated from the original budget. Therefore a \$19,009 budget adjustment is needed for a balanced budget.
-
-

RECOMMENDED SAMPLE MOTION: I make a motion for the City Council approve Resolution 20-027 to authorize an increase of the Fiscal Year 2020 Budget as noted in Exhibit A.

DEPARTMENT: Finance

Prepared by: Alisha Gamble

Flowerly Branch

Effective Date: 6/30/2020

<i>Justification:</i>	RESOLUTION 20-027: BUDGET AMENDMENT TO FY2020 APPROVED BUDGET FROM JUNE 27, 2019

<i>Finance Department Use</i>	
Posted By: _____	Date Posted: _____
Council Action Required: Yes _____ No _____	Budget Adj. #: _____

RESOLUTION NO. 20-2027

**TO AMEND THE BUDGET FOR FISCAL YEAR 2020 AS PREVIOUSLY
ADOPTED ON JUNE 27, 2019.**

WHEREAS, Georgia law, generally accepted accounting standards for local governments, and sound governmental financial management all require local governments to establish and maintain an annual balanced budget for the City's fiscal year, and that said budget be adopted by a resolution or ordinance of the governing authority; and

WHEREAS, a budget is balanced when the sum of estimated revenues and appropriated fund balances is equal to expenditure /expense appropriations for each applicable fund; and

WHEREAS, the Mayor and Council adopted a lawful budget for Fiscal Year 2019 on June 28, 2018; and

WHEREAS, the budget, as adopted, establishes legal spending limits that may not be exceeded unless the budget is amended by the governing authority; and

WHEREAS, revenue estimates and governmental needs change during the course of the fiscal year; and

WHEREAS, amendment to the budget is authorized under O.C.G.A. 36-81-3 (d) and is accepted local government financial practice; and

WHEREAS, any amendment to the budget must maintain a balanced budget and must be legally adopted by the governing authority;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Flowery Branch that the budget for Fiscal Year 2020 is hereby amended and balanced by recognizing the adjustments shown in Exhibit A.

NOW THEREFORE BE IT FURTHER RESOLVED, the Mayor and Council of the City of Flowery Branch, with the authority vested within it, herein directs and authorizes the City Manager to, in accordance with generally accepted accounting principles and the standards of the Governmental Accounting Standards Board;

- 1) appropriate and budget additional funding based on receipts "exceeding" those previously budgeted,
- 2) facilitate the appropriation and budgeting of additional funding based on expenditures "exceeding" those previously budgeted,
- 3) facilitate the appropriation and budgeting of funds to be "transferred" between funds for the operations of several city functions, and

- 4) facilitate the appropriation and budgeting of funds to be “transferred” between one or more departments.

Nothing except what is “specifically” denoted herein will provide for an “increase” in the budget at the “fund level” as adopted or amended by this Council.

SO RESOLVED this 3rd day of December 2020.

James “Mike” Miller, Mayor

ATTEST

Vickie Short, City Clerk

APPROVED AS TO FORM

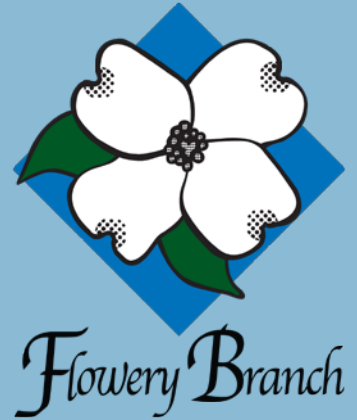
E. Ronald Bennett, Jr., City Attorney



**RESOLUTION 20-027
BALANCED BUDGET AMENDMENT FOR
FY2020**

Resolution 20-027: Explanation:

- A balanced budget is required by Georgia Law on Local Government Budgets (36-81-3) and Government Finance Officers Association (GFOA) Best Practices
- <http://www.audits.ga.gov/NALGAD/36812-6.html>
- 3 adjustment requests (Exhibit A)



Resolution 20-027: Explanation:

- A reclassification of already approved total budget between departments is needed for a balanced budget, therefore we request to move \$12,115 from Economic Development professional services to Planning and Development in the General Fund. This adjustment requires no overall increase in the City's budget.
- The Grant Fund adjustment is for CARES funding expenses incurred as of 6/30/2020 but the grant revenue was not received until FY2021 fiscal year. Therefore, a total of \$158,319 budget adjustment is needed for the expense accounts as of 6/30/2020.
- Hotel Motel tax collections were \$19,009 higher than anticipated from the original budget. Therefore a \$19,009 budget adjustment is needed for a balanced budget.



Resolution 20-027: Exhibit A



*City of Flowerly Branch
Request For Budget Adjustment*



Fund/Department: 100/220/275 Effective Date: 6/30/2020

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
				-
100-7520-521201	Professional Services & Projects	40,000	(12,115)	27,885
100-7400-521247	Plan Review Expenses	29,500	12,115	41,615
				-
220-3210-511101	FY2020 PS Salaries	-	24,312	24,312
220-3210-511104	PS Benefits & Taxes	-	7,606	7,606
220-3223-511101	FY2020 Patrol Salaries	-	64,560	64,560
220-3223-511104	Patrol Benefits & Taxes	-	61,841	61,841
220-0000-399900	Fund Balance	-	(158,319)	(158,319)
				-
275-0000-314100	HM tax - City Portion	(46,152)	(11,405)	(57,557)
275-0000-391275	HM Tax - CVB Portion	(30,768)	(7,604)	(38,372)
275-7540-572000	CVB	30,768	7,604	38,372
275-7540-611100	Transfer Out - General Fund	46,152	11,405	57,557
				-



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Crown Castle Memorandum of Amendment and Agreement Amendment

COUNCIL MEETING DATE: December 3, 2020

HISTORY:

The City of Flowery Branch has not utilized GMA's services from the TRM program in the past. Several Georgia cities have reported an increase in revenue through this program. See the attached Franchise Fee Recovery report (2012 – 3/30/2020) provided by GMA. Mr. Fender with GMA also stated they have recovered approximately \$700K since 2/13/2020 through 4/30/2020.

GMA has been in negotiations with Crown Castle, the management company of the cell tower located at 5497 East Main Street in Flowery Branch. Right now, this cell tower only has one company leased to use the tower.

FACTS AND ISSUES:

The City currently collects \$893.03 monthly from Crown Castle, a total of \$10,716.36. GMA has negotiated the following terms of the agreement with Crown Castle:

- **ADDITIONAL TERM:** Addition of 3 renewal terms of 5 years each for a revised final lease expiration date of July 31, 2040.
 - **RENT PAYMENT INCREASE:** Addition of a one-time rent payment increase to be applied on the first day of the thirteenth (13th) month following full execution of the Amendment, to an amount equal to Twenty Eight Thousand (\$28,000) per year.
 - **ESCALATION:** Escalation changed to annual 3% effective on 08/01/2023
 - **BONUS PAYMENT:** One-time payment of a bonus in the amount of Ten Thousand Dollars (\$10,000.00). This bonus provision will be incorporated into the Amendment and the associated payment will be issued within 60 days of full execution of the Amendment.
 - **REVENUE SHARE:** Changing current revenue share provision for future non-affiliate subtenant added to the site to 25% net revenue share. (The City currently does not have a revenue share option in the current contract).
-

OPTIONS:

Approve the MOA and Amendment of contract with Crown Castle as presented.

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

No

AMOUNT AND SOURCE OF FUNDS:

N/A

RECOMMENDATION:

Approve the MOA and Amendment of contract with Crown Castle as presented.

SAMPLE MOTION:

I make a motion to approve the amendment with Crown Castle and authorize for the Mayor to sign all necessary documents as presented.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [EXECUTIVE SUMMARY - Crown Castle Agreement Changes.pdf](#)
- [Crown Castle Memorandum of Amendment](#)
- [Crown Castle Amendment.pdf](#)
- [3-28-2000 Crown Castle Agreement.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Crown Castle Telecommunications Franchise Agreement MOA and Amendment

DATE: November 24, 2020

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: December 17, 2020

PURPOSE:

The City of Flowery Branch desires to provide regulation and oversight of cable television and other telecommunications services being provided to the citizens of the City. Currently, staff utilizes Georgia Municipal Association, Inc's telecommunications and right-of-way management program (TRM) to assist the City with this monitoring.

HISTORY:

The City of Flowery Branch has not utilized GMA's services from the TRM program in the past. Several Georgia cities have reported an increase in revenue through this program. See the attached Franchise Fee Recovery report (2012 – 3/30/2020) provided by GMA. Mr. Fender with GMA also stated they have recovered approximately \$700K since 2/13/2020 through 4/30/2020.

GMA has been in negotiations with Crown Castle, the management company of the cell tower located at 5497 East Main Street in Flowery Branch. Right now, this cell tower only has one company leased to use the tower.

FACTS AND ISSUES:

The City currently collects \$893.03 monthly from Crown Castle, a total of \$10,716.36. GMA has negotiated the following terms of the agreement with Crown Castle:

•**ADDITIONAL TERM:** Addition of 3 renewal terms of 5 years each for a revised final lease expiration date of July 31, 2040.

•**RENT PAYMENT INCREASE:** Addition of a one-time rent payment increase to be applied on the first day of the thirteenth (13th) month following full execution of the Amendment, to an amount equal to **Twenty Eight Thousand (\$28,000)** per year.

• **ESCALATION:** Escalation changed to annual 3% effective on 08/01/2023

• **BONUS PAYMENT:** One-time payment of a bonus in the amount of **Ten Thousand Dollars (\$10,000.00)**. This bonus provision will be incorporated into the Amendment and the associated payment will be issued within 60 days of full execution of the Amendment.

• **REVENUE SHARE:** Changing current revenue share provision for future non-affiliate subtenant added to the site to 25% net revenue share. (The City currently does not have a revenue share option in the current contract).

OPTIONS: Approve the MOA and Amendment of contract with Crown Castle as presented.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve the amendment with Crown Castle and authorize for the Mayor to sign all necessary documents as presented.

DEPARTMENT: Finance

Prepared by: Alisha Gamble

Recording Requested by and Return to:
Crown Castle
1220 Augusta Drive, Ste. 500
Houston, TX 77057
Attn: CCRE Department

Cross Reference to:
Deed _____, Page _____
Hall County, Georgia Records

STATE OF GEORGIA)

COUNTY OF HALL)

**AGREEMENT AND MEMORANDUM OF
FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT**

THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT (“Memorandum”) is made and entered into effective as of the last date of execution shown below, by and between **CITY OF FLOWERY BRANCH**, a Georgia municipal corporation (having a mailing address of P.O. Box 757, Flowery Branch, Georgia 30542) (**“LESSOR”**), and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, successor by merger to BellSouth Mobility LLC, a Georgia limited liability company, successor by corporate election with BellSouth Mobility Inc., a Georgia corporation (having a mailing address of Attention: Network Real Estate Administration Re: Cell Site #: 801597, Cell Site Name: GA MCR CCI 801597, Fixed Asset No: 10022300, 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319) (**“TENANT”**).

W I T N E S S E T H:

WHEREAS, LESSOR and TENANT entered into that certain Option and Lease Agreement dated March 28, 2000 (the **“Agreement”**), covering certain real property, together with easements for ingress, egress and utilities thereto, as described in **Exhibit “A”** attached hereto (the **“Property”**); and

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on July 31, 2025 (the **“Original Term”**); and

WHEREAS, effective as of the date of this Memorandum, LESSOR and TENANT have amended the Agreement and desire to acknowledge, confirm and make record of the above-referenced amendment.

NOW, THEREFORE, LESSOR and TENANT hereby acknowledge and agree that the following accurately represents the Agreement, as amended by that First Amendment to Option and Lease Agreement dated as of the date hereof (the “**Amendment**”):

**MEMORANDUM OF FIRST AMENDMENT TO
OPTION AND LEASE AGREEMENT**

Lessor:	City of Flowery Branch, a Georgia municipal corporation, having a mailing address of P.O. Box 757, Flowery Branch, Georgia 30542.
Tenant:	New Cingular Wireless PCS, LLC, a Delaware limited liability company, with a mailing address of Attention: Network Real Estate Administration Re: Cell Site #: Cell Site #: 801597, Cell Site Name: GA MCR CCI 801597, Fixed Asset No: 10022300, 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319.
Property:	The real property leased by LESSOR to TENANT together with an easement for ingress, egress and utilities thereto is described in Exhibit “A,” attached to this Memorandum and incorporated herein by this reference.
Initial Lease Term:	For a term of five (5) years, beginning on August 1, 2000.
Expiration Date:	The first five (5) extensions having been exercised, if not otherwise extended or renewed, the Agreement shall expire on July 31, 2025.
Right to Extend or Renew:	TENANT has three (3) remaining options to extend the Agreement for a period of five (5) years each on the terms and conditions set forth in the Agreement, as amended. If TENANT exercises all extensions/renewals, the final expiration of the Agreement will occur on July 31, 2040.
Option to Purchase:	No.
Right of First Refusal:	Yes.

Notice Prior to Sale:

Yes.

All of the terms, provisions, covenants and agreements contained in the Agreement, as amended by the Amendment, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. LESSOR and TENANT ratify, confirm and adopt the Agreement, as amended by the Amendment, as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. This Memorandum will be recorded in the applicable land records and is intended to provide notice to third parties of the Agreement and any and all amendments thereto. The Agreement and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Agreement or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Agreement and/or any amendments thereto, the terms and conditions of the Agreement and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Agreement and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of First Amendment to Option and Lease Agreement effective as of the last date of execution shown below.

Signed, Sealed and
Delivered in the Presence of:

LESSOR:

CITY OF FLOWERY BRANCH,
a Georgia municipal corporation

Unofficial Witness

By: _____
Name: _____
Its: _____

Notary Public

Date: _____

MY COMMISSION EXPIRES:

Signed, Sealed and
Delivered in the Presence of:

Unofficial Witness

Notary Public

MY COMMISSION EXPIRES:

TENANT:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: **CROWN CASTLE SOUTH LLC,**
a Delaware limited liability company

Its: Attorney-in-Fact

By: _____(SEAL)

Name: _____

Its: _____

Date: _____

EXHIBIT "A"

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 113 of the 8th District, City of Flowery Branch, Hall County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING commence at an iron pin on the northeast right of way line of Main Street (70 foot right of way), said point being located 2013.40 southeasterly, as measured along the northeast right of way line of Main Street, from the centerline of U.S. Highway 23; thence along said northeasterly right of way line of Main Street South 55 degrees 26 minutes 16 seconds East a distance of 23.51 feet to a point, said point also being the centerline of a 20 foot wide Access and Utility Easement; thence leaving said northeasterly right of way line of Main Street and proceed along the centerline of a 20 foot wide Access and Utility Easement the following courses and distances: North 46 degrees 18 minutes 35 seconds East a distance of 382.19 feet to a point; North 43 degrees 41 minutes 25 seconds West a distance of 45.58 feet to a point which marks the **TERMINUS** of said centerline of a 20 foot wide Access and Utility Easement and **THE POINT OF BEGINNING** of the BellSouth Mobility, Inc. Lease Premises.

FROM THE POINT OF BEGINNING THUS ESTABLISHED, thence South 42 degrees 37 minutes 25 seconds West a distance of 50.00 feet to an iron pin; thence North 47 degrees 22 minutes 35 seconds West a distance of 100.00 feet to an iron pin; thence North 42 degrees 37 minutes 25 seconds East a distance of 100.00 feet to an iron pin; thence South 47 degrees 22 minutes 35 seconds East a distance of 100.00 feet to an iron pin; thence South 42 degrees 37 minutes 25 seconds West a distance of 50.00 feet to a point and **THE POINT OF BEGINNING**; said property being shown as a 0.23 Acre (10,000 square feet), tract of land on a survey for Crown Castle International prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated March 7, 2000, which certain survey is incorporated herein by this reference and made a part hereof.

Together with:

"CENTERLINE OF A 20 FOOT WIDE ACCESS AND UTILITY EASEMENT"

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 113 of the 8th District, City of Flowery Branch, Hall County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING commence at an iron pin on the northeast right of way line of Main Street (70 foot right of way), said point being located 2013.40 southeasterly, as measured along the northeast right of way line of Main Street, from the centerline of U.S. Highway 23; thence along said northeasterly right of way line of Main Street South 55 degrees 26 minutes 16 seconds East a distance of 23.51 feet to a point and **THE POINT OF BEGINNING** of the centerline of a 20 foot wide Access and Utility Easement.

FROM THE POINT OF BEGINNING THUS ESTABLISHED, thence leaving said northeasterly right of way line of Main Street and proceed along the centerline of a 20 foot wide Access and Utility Easement the following courses and distances: North 46 degrees 18 minutes 35 seconds East a distance of 382.19 feet to a point; North 43 degrees 41 minutes 25 seconds West a distance of 45.58 feet to a point which marks the **TERMINUS** of said centerline of a 20 foot wide Access and Utility Easement; said property being shown on a survey for Crown Castle International prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated March 7, 2000, which certain survey is incorporated herein by this reference and made a part hereof.

STATE OF GEORGIA)
COUNTY OF FIRST)

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT (the “**Amendment**”) is made and entered into effective as of the last date of execution set forth below, by and between **CITY OF FLOWERY BRANCH**, a Georgia municipal corporation (having a mailing address of P.O. Box 757, Flowery Branch, Georgia 30542) (“**LESSOR**”), and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, successor by merger to BellSouth Mobility LLC, a Georgia limited liability company, successor by corporate election with BellSouth Mobility Inc., a Georgia corporation (having a mailing address of Attention: Network Real Estate Administration Re: Cell Site #: 801597, Cell Site Name: GA MCR CCI 801597, Fixed Asset No: 10022300, 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319) (“**TENANT**”).

W I T N E S S E T H:

WHEREAS, LESSOR and TENANT entered into that certain Option and Lease Agreement dated March 28, 2000 (the “**Agreement**”), covering certain real property, together with easements for ingress, egress and utilities thereto, as described in **Exhibit “A”** attached hereto (the “**Property**”); and

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on July 31, 2025 (the “**Original Term**”) and the parties desire to amend the Agreement to extend the Original Term and as otherwise set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMENDMENTS**. The Agreement is hereby amended as follows:

(a) **Renewal Terms**. The first sentence of Section 3 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

TENANT shall have the option to extend the term of this Agreement for seven (7) additional consecutive five (5) year periods.

If all such options to extend are exercised, then the final expiration of the Agreement shall occur on July 31, 2040.

(b) **Consideration**. Notwithstanding any provision of Section 2 or Section 4 of the Agreement to the contrary and in lieu of any other increases in rent set forth in the Agreement:

(i) Effective on the first day of the thirteenth (13th) month following the complete execution of this Amendment, the annual rent shall increase to Twenty Eight Thousand and No/100 Dollars (\$28,000.00), with any partial years being prorated. Any additional rent due as a result of such increase shall be paid to LESSOR within sixty (60) days following the date of such increase.

(ii) Effective on the first day of the second full month following the complete execution of this Amendment, the rent shall be payable annually on August 1 of each year during the term of this Agreement. Accordingly, within sixty (60) days following the Complete execution of this Amendment, TENANT shall pay to LESSOR the remainder of the rent due for the current lease year.

(iii) Effective August 1, 2023, and on each anniversary of such date during the term of the Agreement, the annual rent shall increase by three percent (3%) over the annual rent due in the immediately preceding lease year.

(c) **Holding Over.** Section 5 of the Agreement is hereby amended by deleting the term “fourth (4th)” wherever it appears therein and substituting the term “last” in lieu thereof.

(d) **Notice.** Section 19 of the Agreement is hereby amended to reflect the following notice address for TENANT:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 801597
Cell Site Name: GA MCR CCI 801597
Fixed Asset No. 10022300
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, Georgia 30319

and to:

AT&T Legal Department -- Network
Attention: Network Counsel
Re: Fixed Asset No. 10022300
208 S. Akard Street
Dallas, Texas 75202-4206

with a copy to:

Crown Castle South LLC
General Counsel
Attention: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

(e) **Notice Prior to Sale.** If LESSOR intends to sell fee title, an easement, a lease, a license, or any other interest in the Property, any or all of LESSOR's interest in the Agreement including the rent or revenue derived therefrom, LESSOR shall provide written notice to TENANT prior to LESSOR entering into any listing, brokerage, or other agreement relating to such sale, or otherwise advertising or listing the Property or the Agreement for sale.

(f) **Revenue Sharing.**

(i) The paragraph titled "Co-Location Provision" as set forth in the Addendum attached to the Agreement is hereby deleted in its entirety.

(ii) If, after the date hereof, TENANT subleases, licenses or grants similar rights of occupancy in the Property to an unaffiliated third party not already a subtenant or licensee at the Property (each a "**Subtenant**"), TENANT shall pay to LESSOR twenty-five percent (25%) of the rental, license or similar payments actually received by TENANT (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) from each such Subtenant (the "**Additional Rent**"). The Additional Rent shall be paid to LESSOR within thirty (30) days after receipt of said payment by TENANT. TENANT shall have no obligation for payment to LESSOR of such share of rental, license or other similar payments if not actually received by TENANT. Non-payment of such rental, license or other similar payment by a sublessee, licensee or other occupant shall not be a default under the Agreement. LESSOR acknowledges that LESSOR shall have no recourse against TENANT as a result of the failure of payment or other obligation by a Subtenant. TENANT shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Property and there shall be no express or implied obligation of TENANT to do so. Notwithstanding anything herein to the contrary, the parties agree and acknowledge that revenue derived from any Subtenants who commenced use and/or sublease of the Property prior to the execution of this Amendment, or any successors and/or assigns of such Subtenants, shall be expressly excluded from the provisions of this paragraph and LESSOR shall have no rights to receive any portion of the revenue of such Subtenants. The parties further acknowledge and agree that, notwithstanding anything in this paragraph to the contrary, any payments made between or among TENANT and Crown Castle South LLC, or their parents, affiliates, successors and/or assigns shall be expressly excluded from the provisions of this paragraph and LESSOR shall have no right to receive any portion of such payments.

2. **SIGNING BONUS.** As additional consideration for the execution of this Amendment, TENANT shall pay to LESSOR the sum of Ten Thousand and No/100 Dollars (\$10,000.00) within sixty (60) days following the final execution of this Amendment by TENANT. LESSOR acknowledges that the Signing Bonus may be paid by Crown Castle South LLC ("Crown") on behalf of TENANT. By signing this Amendment, LESSOR agrees to accept the Signing Bonus from Crown and LESSOR further agrees that the acceptance by LESSOR of the Signing Bonus shall be a complete accord and satisfaction of said obligation. Upon payment of the Signing Bonus, LESSOR waives and releases TENANT and Crown from any and all claims LESSOR may have pursuant to the Agreement (or otherwise) related to or arising out of the Signing Bonus. The rent and all other consideration will continue to be paid by TENANT pursuant to the terms of the Agreement.

3. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. LESSOR and TENANT ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement, and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

(c) **IRS Form W-9.** LESSOR agrees to provide TENANT with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by TENANT. In the event the Property is transferred, the succeeding LESSOR shall have a duty at the time of such transfer to provide TENANT with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new LESSOR. LESSOR's failure to provide the IRS Form W-9 within thirty (30) days after TENANT's request shall be considered a default and TENANT may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Survey.** TENANT reserves the right, at its discretion and at its sole cost, to obtain a survey (the "Survey") specifically describing the Property and any access and utility easements associated therewith. TENANT shall be permitted to attach the Survey as an exhibit to this Amendment and any related memorandum for recording, which Survey shall update and replace the existing description of the Property, at any time prior to or after closing the complete execution of this Amendment.

(e) **Representations and Warranties.** LESSOR represents and warrants that:

(i) LESSOR is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of LESSOR's obligations under the Agreement as amended hereby.

(ii) TENANT is not currently in default under the Agreement, and to LESSOR's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by TENANT under the Agreement.

(iii) LESSOR agrees to provide such further assurances as may be requested to carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure TENANT's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

(iv) LESSOR acknowledges that the Property shall include any portion of LESSOR's property on which communications facilities or other TENANT improvements exist on the date of this Amendment.

(f) **Entire Agreement.** This Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(g) **Litigation Costs.** In the event that it becomes necessary for either party hereto to initiate litigation for the purpose of enforcing any of its or his rights hereunder or for the purpose of seeking damages for any violation hereof, then, in addition to all other judicial remedies that may be granted, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs that may be sustained by such prevailing party in connection with such litigation.

(h) **Recording.** At any time following the execution of this Amendment by all parties hereto, Tenant, at its cost and expense, shall have the right, at any time during the term of the Amendment, as may be amended from time to time, and for no additional consideration payable to LESSOR, to record in the appropriate recording office for land records: (i) a memorandum of this Amendment ("Memorandum") and LESSOR covenants and agrees to execute said Memorandum within thirty (30) days following Tenant's written request therefor; and (ii) a notice or affidavit of amendment to lease (each, a "Notice of Amendment to Lease") executed solely by Tenant. Each of the Memorandum and the Notice of Amendment to Lease are intended to provide record notice of the terms of this Amendment.

(i) **Counterparts.** This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(j) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Option and Lease Agreement effective as of the last date of execution shown below.

Signed, Sealed and
Delivered in the Presence of:

LESSOR:

CITY OF FLOWERY BRANCH,
a Georgia municipal corporation

Unofficial Witness

By: _____

Name: _____

Its: _____

Notary Public

Date: _____

MY COMMISSION EXPIRES:

Signed, Sealed and
Delivered in the Presence of:

Unofficial Witness

Notary Public

MY COMMISSION EXPIRES:

TENANT:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: **CROWN CASTLE SOUTH LLC,**
a Delaware limited liability company

Its: Attorney-in-Fact

By: _____(SEAL)

Name: _____

Its: _____

Date: _____

EXHIBIT "A"

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 113 of the 8th District, City of Flowery Branch, Hall County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING commence at an iron pin on the northeast right of way line of Main Street (70 foot right of way), said point being located 2013.40 southeasterly, as measured along the northeast right of way line of Main Street, from the centerline of U.S. Highway 23; thence along said northeasterly right of way line of Main Street South 55 degrees 26 minutes 16 seconds East a distance of 23.51 feet to a point, said point also being the centerline of a 20 foot wide Access and Utility Easement; thence leaving said northeasterly right of way line of Main Street and proceed along the centerline of a 20 foot wide Access and Utility Easement the following courses and distances: North 46 degrees 18 minutes 35 seconds East a distance of 382.19 feet to a point; North 43 degrees 41 minutes 25 seconds West a distance of 45.58 feet to a point which marks the **TERMINUS** of said centerline of a 20 foot wide Access and Utility Easement and **THE POINT OF BEGINNING** of the BellSouth Mobility, Inc. Lease Premises.

FROM THE POINT OF BEGINNING THUS ESTABLISHED, thence South 42 degrees 37 minutes 25 seconds West a distance of 50.00 feet to an iron pin; thence North 47 degrees 22 minutes 35 seconds West a distance of 100.00 feet to an iron pin; thence North 42 degrees 37 minutes 25 seconds East a distance of 100.00 feet to an iron pin; thence South 47 degrees 22 minutes 35 seconds East a distance of 100.00 feet to an iron pin; thence South 42 degrees 37 minutes 25 seconds West a distance of 50.00 feet to a point and **THE POINT OF BEGINNING**: said property being shown as a 0.23 Acre (10,000 square feet), tract of land on a survey for Crown Castle International prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated March 7, 2000, which certain survey is incorporated herein by this reference and made a part hereof.

Together with:

"CENTERLINE OF A 20 FOOT WIDE ACCESS AND UTILITY EASEMENT"

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 113 of the 8th District, City of Flowery Branch, Hall County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING commence at an iron pin on the northeast right of way line of Main Street (70 foot right of way), said point being located 2013.40 southeasterly, as measured along the northeast right of way line of Main Street, from the centerline of U.S. Highway 23; thence along said northeasterly right of way line of Main Street South 55 degrees 26 minutes 16 seconds East a distance of 23.51 feet to a point and **THE POINT OF BEGINNING** of the centerline of a 20 foot wide Access and Utility Easement.

FROM THE POINT OF BEGINNING THUS ESTABLISHED, thence leaving said northeasterly right of way line of Main Street and proceed along the centerline of a 20 foot wide Access and Utility Easement the following courses and distances: North 46 degrees 18 minutes 35 seconds East a distance of 382.19 feet to a point; North 43 degrees 41 minutes 25 seconds West a distance of 45.58 feet to a point which marks the **TERMINUS** of said centerline of a 20 foot wide Access and Utility Easement: said property being shown on a survey for Crown Castle International prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated March 7, 2000, which certain survey is incorporated herein by this reference and made a part hereof.

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OPTION AND LEASE AGREEMENT

THIS AGREEMENT, made this 28 day of March, 2000 between City of Albany Branch (the "LESSOR") and BELLSOUTH MOBILITY INC (the "TENANT").

PROPERTY

LESSOR is the owner of certain real property located in Hall County, State of Georgia, and TENANT desires to obtain an option to lease a portion of such real property, containing approximately 10,000 square feet, together with a right of way thereto as hereinafter described (such portion of real property and such right of way being hereinafter called the "Property"). The Property is more specifically described in, and substantially shown on, Exhibit "A" attached hereto and made a part hereof.

OPTION

NOW THEREFORE, in consideration of the sum of Five Hundred Dollars (\$500.00) (the "Option Money"), to be paid by TENANT to LESSOR upon TENANT's execution of this Agreement, LESSOR hereby grants to TENANT the exclusive right and option (the "Option") to lease the Property in accordance with the terms and conditions set forth herein.

OPTION PERIOD. The Option may be exercised at any time on or prior to September 28, 2000 (the "Option Period"). At TENANT's election, and upon TENANT's written notice to LESSOR prior to expiration of the Option Period, the Option Period may be further extended for one additional period of six (6) months, through and including March 28, 2001, with an additional payment of Five Hundred Dollars (\$500.00), by TENANT to LESSOR for the extension of the Option Period. The Option Period may be further extended by mutual agreement in writing. If TENANT fails to exercise the Option within the Option Period, as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LESSOR shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

TRANSFER OF OPTION. The Option may be sold, assigned, or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of, or partner in, TENANT or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld, conditioned, or delayed.

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3/ 21

From and after the date the Option has been sold, assigned or transferred by TENANT to a third party agreeing to be subject to the terms hereof, TENANT shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

CHANGES IN PROPERTY DURING OPTION PERIOD. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LESSOR decides to subdivide, sell, or change the status of the zoning of the Property or the other real property of LESSOR contiguous to, surrounding, or in the vicinity of the Property ("LESSOR's Surrounding Property"), LESSOR shall immediately notify TENANT in writing. Any sale of the Property shall be subject to TENANT's rights under this Agreement. LESSOR agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LESSOR shall not initiate or consent to any change in the zoning of the Property or LESSOR's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement.

TITLE. LESSOR warrants that LESSOR is seized of good and marketable title to the Property and has the full power and authority to enter into and execute this Agreement. LESSOR further warrants that there are no deeds to secure debt, mortgages, liens, judgments, restrictive covenants, or other encumbrances on the title to the Property that would prevent TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement.

INSPECTIONS. LESSOR shall permit TENANT or TENANT's employees, agents and contractors during the Option Period, and any extension thereof, free ingress and egress to the Property by TENANT or its employees, agents, and contractors to conduct structural strength analyses, subsurface boring tests, environmental inspections (including Phase I and Phase II audits), radio frequency tests, and such other tests, investigations, and similar activities as TENANT may deem necessary, at the sole cost of TENANT. The scope, sequence, and timing of the Inspections shall be at the sole discretion of TENANT; upon notification to LESSOR, the Inspections may be commenced at any time during the aforementioned Option Period and if the Option is exercised, at any time during the Lease. TENANT and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and the LESSOR's Surrounding Property to conduct such tests, investigations, and similar activities. TENANT shall indemnify and hold LESSOR harmless against any loss or damage for personal injury or physical damage to the Property, LESSOR's Surrounding Property or the property of third parties resulting from any such tests, investigations and similar activities. Upon written request, TENANT shall furnish to LESSOR copies of the environmental findings. However, LESSOR shall not rely on said tests for anything outside this Agreement and shall indemnify and hold TENANT harmless from such findings.



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4/ 21

SURVEYS. LESSOR also hereby grants to TENANT the right to survey the Property and LESSOR's Surrounding Property, and the legal description of the Property on the survey obtained by TENANT shall then become Exhibit "B", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". If as a result of any tests or investigations conducted by TENANT, or if required in connection with obtaining any necessary zoning approvals or other certificates, permits, licenses, or approvals, TENANT desires to alter or modify the description of the Property in Exhibit "A" (and Exhibit "B" if then applicable) so as to relocate all or any portion of the Property to other portions of LESSOR's Surrounding Property (a "Relocation Site"), TENANT shall notify LESSOR of such desire and deliver to LESSOR a copy of the survey and legal description of the portions of the Property and LESSOR's Surrounding Property that TENANT proposes as a Relocation Site. LESSOR shall have the right to approve any Relocation Site, and LESSOR agrees not to unreasonably withhold its approval, such approval to be based on commercially reasonable standards. LESSOR agrees to review and consider TENANT's relocation request and any proposed Relocation Site in good faith and to cooperate with TENANT to attempt, if reasonably possible, to approve the TENANT's proposed Relocation Site or such other Relocation Site as may be agreed upon by LESSOR and TENANT as will allow TENANT to use the same for the use intended by TENANT for the Property as hereinafter set forth in this Agreement. If LESSOR approves a Relocation Site, then TENANT shall have the right to substitute the Relocation Site for the Property and to substitute the description of the approved Relocation Site for the description of the Property in Exhibit "A" (and Exhibit "B" if then applicable), and the Property shall thereafter consist of the Relocation Site so approved and substituted. If requested by TENANT, LESSOR shall execute an amendment to this Agreement to evidence the substitution of the Relocation Site as the Property.

GOVERNMENTAL APPROVALS. TENANT's ability to use the Property is contingent upon its obtaining all certificates, permits licenses and other approvals that may be required by any governmental authorities. LESSOR shall cooperate with TENANT in its effort to obtain such certificates, permits, licenses, and other approvals. During the Option Period, and during the term of this Agreement if the Option is exercised, LESSOR agrees to sign such papers as are required to file applications with the appropriate zoning authority and other governmental authorities for the proper zoning of the Property and for other certificates, permits, licenses, and approvals as are required for the use of the Property intended by the TENANT. If requested by TENANT, any such applications may be filed with respect to, not only the Property, but also LESSOR's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license, or approval for the Property deemed necessary by TENANT. LESSOR agrees not to register any written or verbal opposition to any such procedures.

UTILITY SERVICES. During the Option Period, and during the term of this Agreement if the Option is exercised, LESSOR shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Property by signing such documents or easements as may be required by the utility companies. In the event any

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5/ 21

utility company is unable to use the aforementioned right of way, LESSOR hereby agrees to grant an additional right of way either to TENANT or to the utility company at no cost to TENANT. If LESSOR fails to fulfill LESSOR's obligations to cooperate with TENANT as required herein in obtaining the governmental approvals or utility services contemplated by this Agreement, then in addition to any rights or remedies that TENANT may have at law or in equity, TENANT shall also be entitled to reimbursement from LESSOR upon demand of all costs and expenses incurred by TENANT in connection with its activities under this Agreement, including but not limited to costs of environmental assessments, title examinations, zoning application fees, and attorneys' fees, and other legal expenses of TENANT. In the event LESSOR desires to relocate the utilities and utility easement(s), LESSOR will obtain all certificates, permits and other approvals required by the utility company and bear all costs associated with such relocation. LESSOR shall ensure that all activities related to the relocation of such utilities shall not interfere with the construction, maintenance or operation of TENANT's facility.

EXERCISE OF OPTION. TENANT shall exercise the Option by written notice to LESSOR by certified mail, return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a lease agreement between LESSOR and TENANT on the following terms and conditions:

LEASE AGREEMENT

1. **LEASE OF PROPERTY.** LESSOR hereby leases to TENANT the Property, which lease includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty foot (20') wide right of way extending from the nearest public right of way, which is known as Main Street to the Property, as such right-of-way is shown on Exhibit "A" hereto.

2. **INITIAL TERM AND RENTAL.** This Agreement shall be for an initial term of [at least five (5) years - any term in excess of five (5) years is subject to retaining free assignability to Crown under Section 13 and LESSOR's obligation under Section 13 to release TENANT from its obligations hereunder] beginning on the date the Option is exercised by TENANT at an annual rental of Twelve thousand Dollars (\$12,000.00) to be paid in equal monthly installments on the first day of each month during the term, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. If the Option is exercised on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement.

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3. **EXTENSION OF TERM.** TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LESSOR unless TENANT gives LESSOR written notice of its intention not to exercise any such extension option at least six (6) months prior to the end of the then current term. If TENANT gives LESSOR written notice of its intention not to exercise any such option, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement.

4. **EXTENDED TERM RENTAL.** The annual rental for the extended terms shall be as follows:

Extended Term**Annual Rental**

1st

\$13,800.00

2nd

\$15,870.00

3rd

\$18,250.50 - 1520.88

4th

\$20,988.00 1749.00

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

5. **CONTINUANCE OF LEASE.** If, at least six (6) months prior to the end of the fourth (4th) extended term, either LESSOR or TENANT has not given the other written notice of its desire that the term of this Agreement end upon the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in full force upon the same covenants, terms, and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4) extended term.

6. **USE.** TENANT shall use the Property for the purpose of maintaining and operating a communications facility. The facility may consist of such buildings as are necessary to house a standing monopole, guyed or three sided antenna structure. TENANT, now or in the future to meet TENANT's telecommunications needs, appurtenances, and a security fence of chain link or other material, at the option of TENANT, be placed around the perimeter of the "Communications Facility". TENANT shall be allowed to install, maintain, or relocate any of its antennas, microwaves, or other equipment in accordance with the terms of this Agreement and any extensions thereof. All improvements, replacements, removals, or relocation which are necessary shall be at TENANT's expense. LESSOR grants TENANT the right to

3/28/2001 - 3/27/2006
3/28/2006 - 3/27/2011 1st
3/28/11 - 3/27/2016 2nd
3/28/2016 - 3/27/2021 3rd
3/28/2021 - 3/27/2026 4th
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Surrounding Property as are reasonably required during construction, installation, maintenance, and operation of the Communications Facility. TENANT shall maintain the Property in a reasonable condition and shall be solely responsible for the repair and maintenance of all of TENANT's improvements on the Property, excluding repair and maintenance due to the willful misconduct or negligence of the LESSOR, its employees, agents or contractors. LESSOR shall not be allowed to use the Property or the Surrounding Property in any manner which would cause interference with the operation of TENANT's Communication Facilities or to any SUBTENANTS. In the event there is interference due to LESSOR's actions or usage, LESSOR shall immediately take all steps necessary to eliminate the interference including, if required, cutting off power to the objectionable equipment. Based on standard and accepted engineering practices, if LESSOR cannot eliminate the interference within twenty-four (24) hours of its inception, LESSOR shall immediately remove the objectionable equipment and/or cease operations.

7. **GOVERNMENTAL APPROVALS.** LESSOR shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Property. The obligations of LESSOR as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LESSOR and all rentals paid to LESSOR prior to the termination date shall be retained by LESSOR. Upon such termination, this Agreement shall become null and void and LESSOR and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. **TAXES.** TENANT shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against the improvements constructed by TENANT on the Property. Taxes are not to be considered as additional rent, but rather as reimbursement to LESSOR and to be separately billed, TENANT shall pay for any increase in ad valorem real estate taxes levied against the Property which are directly attributable to the improvements constructed by TENANT on the Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT. LESSOR shall pay all other ad valorem real property taxes levied against the Property on or before the date such taxes become delinquent. LESSOR hereby agrees that if the taxes which are levied against the LESSOR and TENANT's improvements on LESSOR's property are incorrectly assessed, TENANT maintains the right to appeal the tax assessment to the appropriate governmental

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authority, said appeal shall be paid for by TENANT. Should the State in which the property is located offer an early payment tax incentive, LESSOR hereby agrees that TENANT shall be allowed to pay the taxes under the incentive plan which shall allow for TENANT to take advantage of any offered incentives. LESSOR shall furnish TENANT within thirty (30) days of receipt by LESSOR or LESSOR's representative of the tax assessment for any assessed taxes which are levied against the Property.

9. **INSURANCE.** TENANT shall, at its sole cost and expense, at all times during the term of this Lease maintain in effect a policy or policies of insurance: a) covering its personal property located on the Property and TENANT's improvements to the Property paid for and installed by TENANT, providing protection against any peril included under insurance industry practices within the classification "fire and extended coverage," providing protection as deemed desirable by TENANT with respect to its personal property and to the full insurable value of its TENANT improvements paid for by TENANT; and b) Commercial General Liability insurance with minimum limits of \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage to or destruction of properties in any one occurrence. TENANT shall name the LESSOR as an additional insured as its interest may appear in regards to the aforementioned policies and shall furnish LESSOR with a certificate of insurance upon request by the LESSOR. Should the Property and/or TENANT's personal property be sublet upon, said Subtenant shall be required to maintain similar insurance and to agree to furnish LESSOR, if requested, certificates or adequate proof of such insurance.

10. **SELF-INSURANCE.** LESSOR acknowledges that TENANT is or may be a self-insurer with respect to all or a substantial portion of the risks commonly insured against under standard fire and extended coverage and commercial general liability insurance policies. Notwithstanding any provision of the Lease to the contrary, so long as TENANT is BellSouth Mobility Inc or any subsidiary, or principal or other affiliate thereof, and has a net worth in excess of Fifty Million Dollars, (\$50,000,000.00) TENANT shall not be required to obtain or maintain any insurance policies otherwise required of TENANT under this Lease and any such insurance as may be, from time to time, maintained by TENANT will be for the sole and exclusive benefit of TENANT in furtherance of its risk management and self insurance policies and programs. In the event that TENANT should no longer be BellSouth Mobility or any subsidiary, or principal or other affiliate thereof, such TENANT shall be obligated to obtain and maintain the required insurance policies.

11. **INDEMNIFICATION.** TENANT shall indemnify and hold LESSOR harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts, omissions or negligence of LESSOR, its employees, agents or contractors.

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12. SALE OF PROPERTY: TENANT'S RIGHT OF FIRST REFUSAL.

Should LESSOR, at any time during the initial or any extended term of this Agreement, decide to sell the Property, or all or any part of LESSOR's Surrounding Property, such sale shall be subject to this Section and TENANT's rights hereunder. LESSOR agrees not to sell, lease or use any areas of LESSOR's Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if, such installation, operation or maintenance would interfere with TENANT's facilities; the existence or the potential for interference shall be determined by performing radio propagation tests. TENANT hereby agrees to have radio frequency propagation tests performed in order to determine if interference might exist; any and all tests shall be paid for by the purchasing party. If the radio frequency propagation tests demonstrate levels of interference unacceptable to TENANT, LESSOR shall be prohibited from selling, leasing or using any areas of LESSOR's Surrounding Property. LESSOR shall not be prohibited from the selling, leasing or use of any of LESSOR's Surrounding Property for non-wireless communication use.

(a) LESSOR covenants and agrees that during the term of this Agreement, LESSOR shall not sell, transfer or convey any portion of the Property except pursuant to this Section.

(b) In the event a person, corporation, partnership, limited liability company or other legal entity (the "Buyer") shall deliver to LESSOR a bona fide, written offer to purchase the Property or any part thereof, signed by Buyer, containing all terms and conditions of the purchase, which offer LESSOR desires to accept, then LESSOR shall give TENANT notice of such offer, which notice shall state the name and address of Buyer, include a true and correct copy of such offer, and contain an offer by LESSOR to sell the Property to TENANT on the same terms and conditions as contained in such offer. Within thirty (30) days of LESSOR'S notice, TENANT may accept LESSOR'S offer by notice to LESSOR. The failure of TENANT to accept LESSOR'S offer within the thirty (30) day period shall terminate TENANT'S right of first refusal if the Buyer shall thereafter, in fact, purchase the Property on the terms and conditions set forth in Buyer's offer; otherwise it shall continue in full force and effect.

(c) TENANT'S right of first refusal shall not apply in the event of a sale, transfer or conveyance of LESSOR'S interest in the Property in connection with the foreclosure of any mortgage, deed of trust, deed to secure debt or other similar instruction, whether by judicial or non-judicial sale, or any deed or assignment in lieu of foreclosure, of the Property or LESSOR'S fee simple interest therein, nor shall TENANT'S right of first refusal apply in the event of a sale, transfer or conveyance of LESSOR'S interest in the Property to an affiliate of LESSOR, provided such affiliate agrees to be bound by TENANT'S right of first refusal as set forth herein. An "affiliate" of LESSOR shall mean any corporation, partnership, limited liability company or other business entity of which fifty percent (50%) or more of the ownership interest is held by LESSOR or the majority shareholder of LESSOR or, in the case of any individual, the immediate family of such individual or a trust established for estate planning purposes where the primary beneficiaries of such trust are such individual or members of the immediate family of

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such individual. For purposes hereof, "immediate family" shall mean the spouse, brothers, sisters and descendants of such individual.

(d) Any sale, transfer or conveyance of the Property in violation of the provisions of this Section shall be null and void, and any sale, transfer or conveyance of the Property in accordance with the provisions of this Section shall automatically free the Property from the operation of this Section.

13. **ASSIGNMENT.** This Agreement may be sold, assigned, licensed, or transferred at any time by TENANT to Crown Castle South Inc. ("CCSI") or to TENANT's or CCSI's parent company or any affiliate or subsidiary of TENANT or its parent company, to any entity with or into which TENANT or CCSI is merged or consolidated, or to any entity resulting from a reorganization of TENANT or CCSI or its parent company or to any third party agreeing to be subject to the terms and conditions. Upon any such permitted sale, assignment, license or transfer, TENANT shall be released from its obligations hereunder without further act, and LESSOR shall execute any instrument reasonably requested by TENANT to effect such release. Otherwise, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, such consent not to be unreasonably withheld. TENANT may sublease or sublicense part of all of the Property, but will provide notice to LESSOR of the sublease/sublicense.

14. **CONDEMNATION.** If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LESSOR and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and TENANT hereunder. Nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to an award of compensation from any condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment, and personal property.

15. **SUBORDINATION.** At LESSOR's option, this Agreement shall be subordinate to any deed to secure debt or mortgage by LESSOR which now or hereafter may encumber the Property. No such subordination shall be effective, unless the holder of every such deed to secure debt or mortgage shall, either in the deed to secure debt or mortgage or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LESSOR's interest in the Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and TENANT shall have the right to continue its use and occupancy of the Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments, including a Subordination

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11 / 21

Agreement or Estoppel Certificates, as may reasonably be required to evidence the provisions of this paragraph. In the event the Property is encumbered by a deed to secure debt or mortgage on the date of the exercise of the Option, LESSOR, no later than thirty (30) days after the Option has been exercised, shall obtain and furnish to TENANT a Non-Disturbance Agreement in recordable form from the holder of each deed to secure debt or mortgage.

16. **TITLE INSURANCE.** TENANT, at TENANT's option, may obtain title insurance on the Property. LESSOR, at TENANT's expense, shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If LESSOR fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any non-disturbance agreement required in the preceding paragraph of this Agreement, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT.

17. **HAZARDOUS MATERIALS.** LESSOR warrants, represents and agrees that neither the LESSOR nor, to the best of LESSOR's knowledge, that any third party has used, generated, stored, or disposed of any Hazardous Materials. (Hazardous Materials shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical or waste that is identified as hazardous, toxic, or dangerous in any applicable Federal, State, or Local law, rule, or regulation.) In the event that hazardous materials are found in, on, or under the Property, which occurred prior to the date of this Agreement, LESSOR shall assume the liability and costs for any clean up resulting therefrom. TENANT and LESSOR shall be responsible for any and all damages, losses, expenses, and will indemnify each other against and from any discovery by any persons or such hazardous materials or wastes, generated, stored or disposed of as a result of TENANT's or LESSOR's respective equipment, uses of the Property or any of the Surrounding Property.

18. **OPPORTUNITY TO CURE.** If TENANT should fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement prior to exercising any rights or remedies against TENANT on account thereof, LESSOR shall first provide TENANT with written notice of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period to cure such failure (if the failure is a failure to perform any other covenant, term, or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

19. **NOTICES.** Except as otherwise provided herein, any notices or demands which are required by law or under the terms of this Agreement shall be given or made by

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12/ 21

LESSOR or TENANT in writing and shall be given by hand delivery, telegram or other similar communication or sent via facsimile followed up by an original hard copy or by certified or registered mail, or by a national overnight receipted delivery services which provides signed acknowledgments of receipt (including Federal Express, UPS, Emery, Purolator, DHL, Airborne and other similar couriers delivery services) and addressed to the respective parties set forth below. Such notices shall be deemed to have been given in the case of telegrams or similar communications when sent; in the case of certified or registered mail when deposited in the United States mail with postage prepaid, and in the case of overnight receipted delivery service the day the notice is deposited with the overnight delivery service. Every notice, demand, or request hereunder shall be sent to the addresses listed below:

If to LESSOR:

City of Flowery Branch
PO Box 757
Flowery Branch Ga. 30542

Phone # 770-967-6371

If to TENANT:

BellSouth Mobility Inc
 1100 Peachtree Street, 8th Floor
 Real Estate Department
 Atlanta, Georgia 30309-4599
 Attention: Real Estate Manager

For Legal Notices only,

a copy to:

BellSouth Mobility Inc
 Suite 910
 1100 Peachtree Street, N.E.
 Atlanta, Georgia 30309-4599
 Attention: Legal Department

Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

20. **CASUALTY.** If TENANT's Communications Facility or improvements are damaged or destroyed by fire or other casualty, TENANT shall not be required to repair or replace the Communications Facility or any of TENANT's improvements made by TENANT. TENANT shall not be required to expend for repairs more than twenty-five percent (25%) of the replacement value of the Communications Facility or any improvements. Additionally, if completion of the repairs is not possible within ninety (90) days following the date of the damage or destruction, TENANT may terminate this Agreement by giving written notice to LESSOR. Termination shall be effective immediately after such notice is given. Upon such termination, this Agreement shall become null and void other than the requirement that the LESSOR pay of any the pro-rata share of the unused portion of the rent which was paid to LESSOR back to the

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19/ 21

Tenant. Upon TENANT's receipt of the rent, LESSOR and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

21. **TERMINATION** (a) Notwithstanding any other termination rights available to TENANT under this Lease, TENANT, at its sole and absolute discretion, shall have the right to terminate this Lease with ninety (90) days prior written notice to LESSOR and a lump sum payment to LESSOR in an amount equal to twelve (12) months rent or the total of the remaining months of the term, whichever is less. The rental rate shall be computed at the rate which is in effect at the time of termination. Upon termination TENANT shall execute upon the request of the LESSOR a written cancellation of the lease upon the TENANT vacating the Property or upon termination of the lease, in recordable form and TENANT shall have no other further obligations, other than TENANT's obligation to remove its property as hereinafter provided.

(b) In addition to and in not limitation of any other provisions of this Agreement, TENANT shall have the right, exercisable by at least ten (10) days prior written notice thereof to LESSOR, to terminate this Agreement upon occurrence of one or more of the following events:

(i) if LESSOR shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, representation, warranty, covenant, and shall not cure such violation, breach or failure within thirty (30) days after TENANT gives LESSOR written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if LESSOR shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence; or

(ii) the commencement by LESSOR of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or the consent by LESSOR to the appointment of a receiver, liquidator, assignee, trustee, custodian, (or other similar official) of any substantial part of the property of LESSOR, or to the taking of possession of any such property by any such functionary or the making of an any assignment for the benefit of creditors by LESSOR.

22. **REMOVAL OF IMPROVEMENTS.** Title to all improvements constructed or installed by TENANT on the Property shall remain in TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Property. Furthermore all improvements constructed or installed by TENANT shall be removable at the expiration or earlier termination of this lease or any renewal or extension thereof, provided TENANT shall not at such time be in default under any covenant or agreement contained in this lease. TENANT, upon termination of this Agreement, shall, within ninety (90) days, remove all

158

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14/ 21

improvements, fixtures and personal property constructed or installed on the Property by TENANT and restore the Property to its original above grade condition, reasonable wear and tear excepted. If such removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

24. **MISCELLANEOUS.** This Agreement cannot be modified except by a written modification executed by LESSOR and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LESSOR and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LESSOR or TENANT or any employees, agents, contractors, or other representatives of either, shall be binding upon LESSOR or TENANT.

25. **QUIET ENJOYMENT.** LESSOR covenants that TENANT, on paying the rental and performing the covenants, terms, and conditions required of TENANT contained herein, shall peaceably and quietly have, hold, and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.

26. **SECURITY INTEREST.** It is the express intent of the parties to this Lease that LESSOR have no security interest whatsoever in any personal property of TENANT whatsoever, and, to the extent that any applicable statute, code, or law grants LESSOR such an interest, LESSOR does hereby expressly waive any rights thereto.

27. **REPRESENTATION.** LESSOR and TENANT warrant to each other that they were represented in this transaction by _____ and _____ respectively and by no other real estate brokerage firms. Additionally, the parties warrant to each other that they will each hold the other harmless from and indemnify each other against claims made by any broker claiming to have represented the indemnifying party in this transaction.

28. **GOVERNING LAW.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State where the site is located.

29. **ATTORNEY'S FEES.** In any proceeding which either party may prosecute to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party (as such parties are hereafter defined), including reasonable attorneys' fees.

30. **MEMORANDUM OF LEASE.** At the request of TENANT, LESSOR agrees to execute a memorandum or short form of this Agreement, in recordable form, setting

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15/ 21

forth a description of the Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

31. **CONFIDENTIALITY.** LESSOR agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine, or other form of mass media, the terms or conditions of this Lease Agreement. Doing so shall constitute a default under this Agreement immediately. It is agreeable that both parties will not discuss terms and conditions with any parties not directly involved with this Lease.

32. **BINDING EFFECT.** This Agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of LESSOR and TENANT and shall constitute covenants running with the land.

33. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.

34. **RADON GAS.** If applicable, and in accordance with State Law, the following statement is hereby made: "RADON GAS: Radon is a natural occurring radioactive gas. When it has accumulated in a building in sufficient quantities, radon gas present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in the State. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

35. **ADDENDUM.** If LESSOR and TENANT have agreed to amend any of the foregoing terms of this Agreement, including the Option terms, by the attached Addendum to Option and Lease Agreement, the LESSOR's initial appear here [initials], the TENANT's initials appear here [initials], and the attached Addendum to Option and Lease Agreement is incorporated herein by this reference

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

Signed, sealed and delivered

in the presence of

Notary Public, Hall County, Georgia
My Commission Expires March 29, 2011

James C. Crox (SEAL)
Witness

Ally Johnson (SEAL)
Witness

LESSOR:

Name: [Signature]

Title: Mayor

Date: March 25, 2000

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* 16/ 21

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ who is personally know to me or who has produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

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17/ 21

Signed, sealed and delivered
in the presence of:

Theresa Nalley (SEAL)
Witness

Da Hua (SEAL)
Witness

TENANT:
BELL SOUTH MOBILITY INC

Name:

Stephen A. Brake,
Assistant Vice President

Title:

Date:

4-26-00

STATE OF Georgia

COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 26th day of April, 2000, by Stephen A. Brake who is personally know to me or who has produced _____ as identification

Wetling
NOTARY PUBLIC

Print Name:

C. Wetling

My Commission Expires:

Notary Public, Gwinnett County, Georgia
My Commission Expires January 28, 2004

(NOTARY SEAL)

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18/ 21

EXHIBIT A

"Attached copies"

[Handwritten mark]

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18/ 21

LEGAL DESCRIPTION**MCR "A" SITE****"LEASE PREMISES"**

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 113 of the 8th District, City of Flowery Branch, Hall County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING commence at an iron pin on the northeast right of way line of Main Street (70 foot right of way), said point being located 2013.40 southeasterly, as measured along the northeast right of way line of Main Street, from the centerline of U.S. Highway 23; thence along said northeasterly right of way line of Main Street South 55 degrees 26 minutes 16 seconds East a distance of 23.51 feet to a point, said point also being the centerline of a 20 foot wide Access and Utility Easement; thence leaving said northeasterly right of way line of Main Street and proceed along the centerline of a 20 foot wide Access and Utility Easement the following courses and distances: North 46 degrees 18 minutes 35 seconds East a distance of 382.19 feet to a point; North 43 degrees 41 minutes 25 seconds West a distance of 45.58 feet to a point which marks the **TERMINUS** of said centerline of a 20 foot wide Access and Utility Easement and **THE POINT OF BEGINNING** of the BellSouth Mobility, Inc. Lease Premises.

FROM THE POINT OF BEGINNING THUS ESTABLISHED, thence South 42 degrees 37 minutes 25 seconds West a distance of 50.00 feet to an iron pin; thence North 47 degrees 22 minutes 35 seconds West a distance of 100.00 feet to an iron pin; thence North 42 degrees 37 minutes 25 seconds East a distance of 100.00 feet to an iron pin; thence South 47 degrees 22 minutes 35 seconds East a distance of 100.00 feet to an iron pin; thence South 42 degrees 37 minutes 25 seconds West a distance of 50.00 feet to a point and **THE POINT OF BEGINNING**; said property being shown as a 0.23 Acre (10,000 square feet), tract of land on a survey for Crown Castle International prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated March 7, 2000, which certain survey is incorporated herein by this reference and made a part hereof.

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20/ 21

LEGAL DESCRIPTION**MCR "A" SITE****"CENTERLINE OF A 20 FOOT WIDE ACCESS AND UTILITY EASEMENT"**

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 113 of the 8th District, City of Flowery Branch, Hall County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING commence at an iron pin on the northeast right of way line of Main Street (70 foot right of way), said point being located 2013.40 southeasterly, as measured along the northeast right of way line of Main Street, from the centerline of U.S. Highway 23; thence along said northeasterly right of way line of Main Street South 55 degrees 26 minutes 16 seconds East a distance of 23.51 feet to a point and **THE POINT OF BEGINNING** of the centerline of a 20 foot wide Access and Utility Easement.

FROM THE POINT OF BEGINNING THUS ESTABLISHED, thence leaving said northeasterly right of way line of Main Street and proceed along the centerline of a 20 foot wide Access and Utility Easement the following courses and distances: North 46 degrees 18 minutes 35 seconds East a distance of 382.19 feet to a point; North 43 degrees 41 minutes 25 seconds West a distance of 45.58 feet to a point which marks the **TERMINUS** of said centerline of a 20 foot wide Access and Utility Easement: said property being shown on a survey for Crown Castle International prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated March 7, 2000, which certain survey is incorporated herein by this reference and made a part hereof.

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ADDENDUM TO OPTION AND LEASE AGREEMENT

CO-LOCATION PROVISION: In the event TENANT subleases the property for the purpose of allowing sub-tenants to occupy TENANT's tower for co-location purposes, LESSOR shall be entitled to additional annual rent in the amount of \$1,000.00 (One Thousand Dollars) to be paid by each sub-tenant directly to LESSOR (hereinafter called "CO-LOCATION RENT"). Such CO-LOCATION RENT shall be subject to the same rental increases due to LESSOR during any extended term of the agreements as stated herein.





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Request approval of Resolution 20-028; Implementation of 1.75% step adjustment and 1.8% COLA adjustment, effective January 1, 2021.

COUNCIL MEETING DATE: December 3, 2020

HISTORY:

Due to the COVID-19 pandemic, Council elected to hold off any salary adjustments with the FY2021 budget and re-evaluate mid-year.

FACTS AND ISSUES:

To maintain the accuracy of our pay table, the City should continue to provide cost of living adjustments (COLA's) annually as the pay scale changes. According to the September 2020 Employment Cost Index Report, the COLA adjustment for state and local government workers is 1.8%. A recent survey completed by the Carl Vinson Institute of Government (CVIOG), shows several local governments around us plan have provided or plans to provide a COLA adjustment to their employees. I have also included some others that did not respond to the survey:

	Planned	
Organization:	Last COLA:	Upcoming COLA:
Tallulah Falls:	None	N/A
Hiawassee:	2-3%	3.00%
Blairsville:	3.00%	3.00%
Toccoa:	3.00%	3.00%
Clayton:	3.00%	N/A
Clarkesville:	2.00%	2.00%
Franklin County:	N/A	3.00%
Oakwood:	3.42% (0.90% chart change & 2.5% step change)	
Gainesville:	NO RESPONSE	
Hall County:	NO RESPONSE	
Winder:	up to 3% (merit)	up to 3% (merit)
Commerce:	Considering merit increases for Spring 2021	
Jefferson:	None	None

For example, a starting officer makes \$42,348 annually. If our pay scale adjusts by 1.8% for COLA but we only implement a 1.75% step adjustment, this position will be behind .05% for COLA and should be added to the next COLA to catch up.

Staff recommends implementation of 1.75% step adjustment and 1.8% COLA adjustment effective January 1, 2021. Current economic reports show we may not feel the effect of COVID-19 financially until 2-3 years out. We recommend taking care of our employees while we can as we do not know what the future may hold with our budget.

This adjustment will cost a total of \$36,076 broken down as:

General Fund: \$26,876
Water Sewer: \$9,201
Less Insurance savings: (\$22,141)
Fund Balance Adjustment: \$13,936

We estimate a surplus from FY2020 for General Fund of \$800,000 (which will be presented 12/17 by our auditors). \$13,936 is 1.7% of the surplus.

OPTIONS:

Approve Resolution 20-028 for the implementation of 1.75% step adjustment and 1.8% COLA adjustment, effective January 1, 2021 for a total cost of \$36,076, or do not approve.

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

No

AMOUNT AND SOURCE OF FUNDS:

Surplus from Insurance budget of \$22,141, remaining adjustment request from fund balance; \$13,936.

RECOMMENDATION:

Request approval of Resolution 20-028; Implementation of 1.75% step adjustment and 1.8% COLA adjustment, effective January 1, 2021.

SAMPLE MOTION:

I make a motion to approve Resolution 20-028, implementation of 1.75% step adjustment and 1.8% COLA adjustment, effective January 1, 2021 for a total cost of \$36,076.

COLLABORATING DEPARTMENT:

Administration

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Resolution 20-028 Executive Summary.pdf](#)
- [Resolution 20-028 Mid-Year COLA and Step Adjustments.pdf](#)
- [ECI Historical Listing -- Volume V - September 2020 \(002\).pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Request approval of Resolution 20-028; Implementation of 1.75% step adjustment and 1.8% COLA adjustment, effective January 1, 2021.

DATE: Number 24, 2020

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: December 17, 2020

PURPOSE: To re-evaluate step and COLA adjustments for FY2021.

HISTORY: Due to the COVID-19 pandemic, Council elected to hold off any salary adjustments with the FY2021 budget and re-evaluate mid-year.

FACTS AND ISSUES: To maintain the accuracy of our pay table, the City should continue to provide cost of living adjustments (COLA's) annually as the pay scale changes. According to the September 2020 Employment Cost Index Report, the COLA adjustment for state and local government workers is 1.8%. A recent survey completed by the Carl Vinson Institute of Government (CVIOG), shows several local governments around us plan have provided or plans to provide a COLA adjustment to their employees. I have also included some others that did not respond to the survey:

<u>Organization:</u>	<u>Last COLA:</u>	<u>Planned Upcoming COLA:</u>
Tallulah Falls:	None	N/A
Hiawassee:	2-3%	3.00%
Blairsville:	3.00%	3.00%
Toccoa:	3.00%	3.00%
Clayton:	3.00%	N/A
Clarksville:	2.00%	2.00%
Franklin County:	N/A	3.00%
Oakwood:		3.42% (0.90% chart change & 2.5% step change)
Gainesville:	NO RESPONSE	
Hall County:	NO RESPONSE	
Winder:	up to 3% (merit)	up to 3% (merit)
Commerce:		Considering merit increases for Spring 2021
Jefferson:	None	None

For example, a starting officer makes \$42,348 annually. If our pay scale adjusts by 1.8% for COLA but we only implement a 1.75% step adjustment, this position will be behind .05% for COLA and should be added to the next COLA to catch up.

Staff recommends implementation of 1.75% step adjustment and 1.8% COLA adjustment effective January 1, 2021. Current economic reports show we may not feel the effect of COVID-19 financially until 2-3 years out. We recommend taking care of our employees while we can as we do not know what the future may hold with our budget.

This adjustment will cost a total of \$36,076 broken down as:

General Fund:	\$26,876
Water Sewer:	\$9,201
Less Insurance savings:	(\$22,141)
Fund Balance Adjustment:	\$13,936

We estimate a surplus from FY2020 for General Fund of \$800,000 (which will be presented 12/17 by our auditors). \$13,936 is 1.7% of the surplus.

OPTIONS: Approve Resolution 20-028 for the implementation of 1.75% step adjustment and 1.8% COLA adjustment, effective January 1, 2021 for a total cost of \$36,076, or do not approve.

RECOMMENDED SAMPLE MOTION: I make a motion to approve Resolution 20-028, implementation of 1.75% step adjustment and 1.8% COLA adjustment, effective January 1, 2021 for a total cost of \$36,076.

DEPARTMENT: Finance

Prepared by: Alisha Gamble

RESOLUTION 20-028

FY2021 MID-YEAR COLA AND STEP PAYROLL ADJUSTMENTS

WHEREAS, the City of Flowery Branch operates under a fiscal annual cycle from 7/1 to 6/30; and,

WHEREAS, Council elected to exclude cost of living (COLA) and step payroll adjustments from the FY2021 budget process; and

WHEREAS, Council and staff elected to re-evaluate implementation of a COLA and step adjustment mid-year FY2021 ; and

WHEREAS, Staff proposes an implementation of 1.75% step adjustment and 1.8% COLA adjustment for a total cost of \$36,076; and

WHEREAS, the City captured a savings in health insurance renewals of \$22,141 and requesting the difference in cost from general fund balance of \$13,936; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Flowery Branch authorize the budget amendment for \$13,936 COLA and step adjustments for all employees effective January 1, 2021.

BE IT FURTHERMORE RESOLVED that this budget amendment is hereby adopted.

SO RESOLVED this 17th day of December 2020.

Attest:

James M. Miller

Vickie Short, City Clerk

Approved as to form:

E. Ronald Bennett, Jr., City Attorney

Table 11. Employment Cost Index for wages and salaries, for State and local government workers, by occupation and industry
Continuous occupational and industry series

(Not seasonally adjusted)

Occupational group and industry	Indexes (Dec. 2005 = 100)				Percent changes for–							
	Mar.	June	Sep.	Dec.	3-months ended–				12-months ended–			
					Mar.	June	Sep.	Dec.	Mar.	June	Sep.	Dec.
State and local government workers												
All workers												
1981	–	37.5	39.3	40.1	–	–	4.8	2.0	–	–	–	–
1982	40.6	40.7	42.5	42.7	1.2	0.2	4.4	.5	–	8.5	8.1	6.5
1983	43.1	43.4	44.7	45.0	.9	.7	3.0	.7	6.2	6.6	5.2	5.4
1984	45.6	45.7	47.2	47.7	1.3	.2	3.3	1.1	5.8	5.3	5.6	6.0
1985	48.1	48.2	49.9	50.3	.8	.2	3.5	.8	5.5	5.5	5.7	5.5
1986	50.8	50.9	52.6	53.0	1.0	.2	3.3	.8	5.6	5.6	5.4	5.4
1987	53.4	53.5	54.8	55.2	.8	.2	2.4	.7	5.1	5.1	4.2	4.2
1988	55.8	55.9	57.3	57.9	1.1	.2	2.5	1.0	4.5	4.5	4.6	4.9
1989	58.4	58.7	60.5	61.0	.9	.5	3.1	.8	4.7	5.0	5.6	5.4
1990	61.7	62.0	63.7	64.2	1.1	.5	2.7	.8	5.7	5.6	5.3	5.2
1991	64.9	65.1	66.2	66.4	1.1	.3	1.7	.3	5.2	5.0	3.9	3.4
1992	66.8	67.0	68.0	68.4	.6	.3	1.5	.6	2.9	2.9	2.7	3.0
1993	68.8	68.9	70.0	70.2	.6	.1	1.6	.3	3.0	2.8	2.9	2.6
1994	70.7	70.8	72.1	72.4	.7	.1	1.8	.4	2.8	2.8	3.0	3.1
1995	72.9	73.1	74.3	74.7	.7	.3	1.6	.5	3.1	3.2	3.1	3.2
1996	75.0	75.2	76.3	76.8	.4	.3	1.5	.7	2.9	2.9	2.7	2.8
1997	77.1	77.2	78.4	78.9	.4	.1	1.6	.6	2.8	2.7	2.8	2.7
1998	79.3	79.5	80.8	81.3	.5	.3	1.6	.6	2.9	3.0	3.1	3.0
1999	81.6	81.9	83.5	84.2	.4	.4	2.0	.8	2.9	3.0	3.3	3.6
2000	84.7	84.9	86.4	87.0	.6	.2	1.8	.7	3.8	3.7	3.5	3.3
2001	87.6	88.1	89.8	90.2	.7	.6	1.9	.4	3.4	3.8	3.9	3.7
2002	90.6	90.9	92.5	93.1	.4	.3	1.8	.6	3.4	3.2	3.0	3.2
2003	93.4	93.7	94.7	95.0	.3	.3	1.1	.3	3.1	3.1	2.4	2.0
2004	95.4	95.5	96.5	97.0	.4	.1	1.0	.5	2.1	1.9	1.9	2.1
2005	97.6	97.8	99.1	100.0	.6	.2	1.3	.9	2.3	2.4	2.7	3.1
2006	100.3	100.8	102.8	103.5	.3	.5	2.0	.7	2.8	3.1	3.7	3.5
2007	104.1	104.6	106.4	107.1	.6	.5	1.7	.7	3.8	3.8	3.5	3.5
2008	107.7	108.2	110.1	110.4	.6	.5	1.8	.3	3.5	3.4	3.5	3.1
2009	110.9	111.4	112.2	112.5	.5	.5	.7	.3	3.0	3.0	1.9	1.9
2010	112.7	112.9	113.6	113.8	.2	.2	.6	.2	1.6	1.3	1.2	1.2
2011	114.1	114.2	114.7	114.9	.3	.1	.4	.2	1.2	1.2	1.0	1.0
2012	115.2	115.4	116.0	116.2	.3	.2	.5	.2	1.0	1.1	1.1	1.1
2013	116.4	116.5	117.1	117.5	.2	.1	.5	.3	1.0	1.0	.9	1.1
2014	117.8	118.0	119.0	119.4	.3	.2	.8	.3	1.2	1.3	1.6	1.6
2015	119.9	120.3	121.2	121.6	.4	.3	.7	.3	1.8	1.9	1.8	1.8
2016	122.0	122.4	123.6	124.1	.3	.3	1.0	.4	1.8	1.7	2.0	2.1
2017	124.7	125.0	126.1	126.7	.5	.2	.9	.5	2.2	2.1	2.0	2.1
2018	127.0	127.4	129.0	129.7	.2	.3	1.3	.5	1.8	1.9	2.3	2.4
2019	130.2	130.6	132.5	133.0	.4	.3	1.5	.4	2.5	2.5	2.7	2.5
2020	133.7	134.0	134.9	–	.5	.2	.7	–	2.7	2.6	1.8	–
Occupational group												
Professional and related ¹												
1989	–	58.7	60.9	61.3	–	–	3.7	.7	–	–	–	–
1990	62.1	62.4	64.4	64.9	1.3	.5	3.2	.8	–	6.3	5.7	5.9
1991	65.4	65.6	66.8	67.0	.8	.3	1.8	.3	5.3	5.1	3.7	3.2
1992	67.2	67.4	68.7	69.0	.3	.3	1.9	.4	2.8	2.7	2.8	3.0

See footnotes at end of table.



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider 2021 Council Meeting Dates

COUNCIL MEETING DATE: December 3, 2020

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: Vickie Short

ATTACHMENTS

- [2021 Meeting Dates.pdf](#)



PUBLIC NOTICE

2021 GOVERNING BODY MEETING CALENDAR



IN ACCORDANCE WITH THE GEORGIA OPEN MEETINGS ACT AS AMENDED, VOLUME 50, CHAPTER 14, NOTICE IS HEREBY GIVEN; **THE CITY OF FLOWERY BRANCH 2021 GOVERNING BODY MEETING CALENDAR** FOR WORK AND VOTING SESSIONS HAS BEEN SET FORTH AS FOLLOWS:

January 7, 2021	July 1, 2021
January 21, 2021	July 15, 2021
February 4, 2021	August 5, 2021
February 18, 2021	August 19, 2021
March 4, 2021	September 2, 2021
March 18, 2021	September 16, 2021
April 1, 2021	October 7, 2021
April 15, 2021	October 21, 2021
May 6, 2021	November 4, 2021
May 20, 2021	November 18, 2021
June 3, 2021	December 2, 2021
June 17, 2021	December 16, 2021

MEETINGS ARE HELD AT THE FLOWERY BRANCH CITY HALL ON THE 1ST AND 3RD THURSDAYS OF EACH MONTH AT 6:00 PM.

NOTICE OF ANY DEVIATIONS TO THE SCHEDULE OR ANY SPECIAL MEETINGS SHALL BE POSTED BY PUBLIC NOTICE ON THE OFFICIAL BULLETIN BOARD LOCATED AT 5410 W. PINE STREET AND ON THE CITY OF FLOWERY BRANCH WEBSITE <https://www.flowerlybranchga.org/citycouncil/page/2021-council-meeting-schedule>

Adopted: December 3, 2020

Posted: December 3, 2020

cc: Mayor and City Council
City Manager's Office
City Attorney
Department Directors
Media
Official Bulletin Board



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider Resolution 20-027 -Audit Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019.

COUNCIL MEETING DATE: December 3, 2020

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 Exhibit A.

OPTIONS:

Approve Resolution 20-027 for Audit Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019.

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

No

AMOUNT AND SOURCE OF FUNDS:

Excess collections in revenue in FY2020 for General Fund.

RECOMMENDATION:

Approve Resolution 20-027 for Audit Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019.

SAMPLE MOTION:

I make a motion for the City Council to authorize approval of Resolution 20-027, Audit Amendment to the Budget for FY2020 as Previously Adopted on June 27, 2019 as presented in Exhibit A.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Vickie Short

ATTACHMENTS

- [Resolution 20-027 Executive Summary.pdf](#)
- [Resolution 20-027 Exhibit A - Budget Amendment Form.pdf](#)
- [Resolution 20-027 for FY 2019 Budget Amendment.pdf](#)
- [RESOLUTION 20-027 PRESENTATION.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Resolution 20-027: To Amend the Budget for FY2020 as Previously Adopted on June 27, 2019

DATE: November 24, 2020

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

☒ **RECOMMENDATION**
☐ **POLICY DISCUSSION**
☐ **STATUS REPORT**
☐ **OTHER**

COMMISSION ACTION REQUESTED ON: December 3, 2020

PURPOSE: To approve Resolution 20-027 budget amendment, before the issuance of the FY2020 audit report.

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:

- A reclassification of already approved total budget between departments is needed for a balanced budget, therefore we request to move \$12,115 from Economic Development professional services to Planning and Development in the General Fund. This adjustment requires no overall increase in the City's budget.
 - The Grant Fund adjustment is for CARES funding expenses incurred as of 6/30/2020 but the grant revenue was not received until FY2021 fiscal year. Therefore, a total of \$158,319 budget adjustment is needed for the expense accounts as of 6/30/2020.
 - Hotel Motel tax collections were \$19,009 higher than anticipated from the original budget. Therefore a \$19,009 budget adjustment is needed for a balanced budget.
-
-

RECOMMENDED SAMPLE MOTION: I make a motion for the City Council approve Resolution 20-027 to authorize an increase of the Fiscal Year 2020 Budget as noted in Exhibit A.

DEPARTMENT: Finance

Prepared by: Alisha Gamble

Flowerly Branch

Effective Date: 6/30/2020

<i>Justification:</i>	RESOLUTION 20-027: BUDGET AMENDMENT TO FY2020 APPROVED BUDGET FROM JUNE 27, 2019

<i>Finance Department Use</i>	
Posted By: _____	Date Posted: _____
Council Action Required: Yes _____ No _____	Budget Adj. #: _____

RESOLUTION NO. 20-2027

**TO AMEND THE BUDGET FOR FISCAL YEAR 2020 AS PREVIOUSLY
ADOPTED ON JUNE 27, 2019.**

WHEREAS, Georgia law, generally accepted accounting standards for local governments, and sound governmental financial management all require local governments to establish and maintain an annual balanced budget for the City's fiscal year, and that said budget be adopted by a resolution or ordinance of the governing authority; and

WHEREAS, a budget is balanced when the sum of estimated revenues and appropriated fund balances is equal to expenditure /expense appropriations for each applicable fund; and

WHEREAS, the Mayor and Council adopted a lawful budget for Fiscal Year 2019 on June 28, 2018; and

WHEREAS, the budget, as adopted, establishes legal spending limits that may not be exceeded unless the budget is amended by the governing authority; and

WHEREAS, revenue estimates and governmental needs change during the course of the fiscal year; and

WHEREAS, amendment to the budget is authorized under O.C.G.A. 36-81-3 (d) and is accepted local government financial practice; and

WHEREAS, any amendment to the budget must maintain a balanced budget and must be legally adopted by the governing authority;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Flowery Branch that the budget for Fiscal Year 2020 is hereby amended and balanced by recognizing the adjustments shown in Exhibit A.

NOW THEREFORE BE IT FURTHER RESOLVED, the Mayor and Council of the City of Flowery Branch, with the authority vested within it, herein directs and authorizes the City Manager to, in accordance with generally accepted accounting principles and the standards of the Governmental Accounting Standards Board;

- 1) appropriate and budget additional funding based on receipts "exceeding" those previously budgeted,
- 2) facilitate the appropriation and budgeting of additional funding based on expenditures "exceeding" those previously budgeted,
- 3) facilitate the appropriation and budgeting of funds to be "transferred" between funds for the operations of several city functions, and

- 4) facilitate the appropriation and budgeting of funds to be “transferred” between one or more departments.

Nothing except what is “specifically” denoted herein will provide for an “increase” in the budget at the “fund level” as adopted or amended by this Council.

SO RESOLVED this 3rd day of December 2020.

James “Mike” Miller, Mayor

ATTEST

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney



**RESOLUTION 20-027
BALANCED BUDGET AMENDMENT FOR
FY2020**

Resolution 20-027: Explanation:

- A balanced budget is required by Georgia Law on Local Government Budgets (36-81-3) and Government Finance Officers Association (GFOA) Best Practices
- <http://www.audits.ga.gov/NALGAD/36812-6.html>
- 3 adjustment requests (Exhibit A)



Resolution 20-027: Explanation:

- A reclassification of already approved total budget between departments is needed for a balanced budget, therefore we request to move \$12,115 from Economic Development professional services to Planning and Development in the General Fund. This adjustment requires no overall increase in the City's budget.
- The Grant Fund adjustment is for CARES funding expenses incurred as of 6/30/2020 but the grant revenue was not received until FY2021 fiscal year. Therefore, a total of \$158,319 budget adjustment is needed for the expense accounts as of 6/30/2020.
- Hotel Motel tax collections were \$19,009 higher than anticipated from the original budget. Therefore a \$19,009 budget adjustment is needed for a balanced budget.



Resolution 20-027: Exhibit A



*City of Flower Branch
Request For Budget Adjustment*



Fund/Department: 100/220/275 Effective Date: 6/30/2020

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
				-
100-7520-521201	Professional Services & Projects	40,000	(12,115)	27,885
100-7400-521247	Plan Review Expenses	29,500	12,115	41,615
				-
220-3210-511101	FY2020 PS Salaries	-	24,312	24,312
220-3210-511104	PS Benefits & Taxes	-	7,606	7,606
220-3223-511101	FY2020 Patrol Salaries	-	64,560	64,560
220-3223-511104	Patrol Benefits & Taxes	-	61,841	61,841
220-0000-399900	Fund Balance	-	(158,319)	(158,319)
				-
275-0000-314100	HM tax - City Portion	(46,152)	(11,405)	(57,557)
275-0000-391275	HM Tax - CVB Portion	(30,768)	(7,604)	(38,372)
275-7540-572000	CVB	30,768	7,604	38,372
275-7540-611100	Transfer Out - General Fund	46,152	11,405	57,557
				-