



**Blakely City Council Agenda**

Work Session October 4, 2022, City Hall, 5:00 P.M.

I. Alcohol License Renewals



## Blakely City Council Agenda

October 4, 2022, City Hall, 6:00 P.M.

- I. Call To Order, Roll Call, Invocation, Pledge Of Allegiance
- II. Mayor's Spotlight
- III. Approve Minutes
  1. Minutes September 6, 2022
    - i. Work Session
    - ii. Regular Session
  2. Minutes September 16, 2022
- IV. Citizens And Delegations
- V. Administrative Committee
  3. Will Caudill – Updates
  4. Matt Hromalik - E911 Updates
- VI. City Attorney's Report
  5. Resolution – GMA financing for the sweeper
  6. Tower Agreement
- VII. City Clerk's Report
- VIII. New Items Proposed by Mayor and City Council
- IX. Public Comments
- X. Adjournment



## Blakely City Council Minutes

Work Session  
September 6, 2022, City Hall, 5:00 P.M.

### I. Gwen Houston – Senior Center

Gwen Houston stated she wanted to bring the Mayor and Council up to date on what she has found out on items requested for the Senior Center with the funds that the Mayor and Council had allotted. She stated that there has been several town hall meetings regarding what the Seniors would like to see built/bought. She stated that the projects were a walking trail and exercise equipment. She stated that the walking trail would be around \$10,000 using crush-n-run, just materials not labor, and pavement for wheelchair accessibility. She spoke on shuffleboard, and landscaping. She stated the exercise equipment would be around \$17,000 for six stations. She stated that this cost would include some additional equipment inside along with sewing machines to make items for sale at Kolomoki Mounds and Christmas on the Square. She spoke on the purchase of a freezer around \$700. She spoke on the pickleball court and stated that she had spoken with a contractor. She stated this would be the tennis court closest to the center. She stated that converting one court was around \$15,000 to \$20,000. The Mayor asked that Gwen get a quote from the contractor for the conversion. She then questioned the two courts across from the Senior Center. She stated that it was discussed the creation of a walking trail using these two courts due to the lighting for safety. She questioned possibly going to the County regarding funding for some items. The Mayor stated it would be better if Gwen went to the County regarding this item. Councilmember Clenney questioned if there was a breakdown on how many seniors were from the City and how many from the County. Gwen stated it was about a 60 City/40 County split but would get more accurate numbers. Gwen was asked if there were priority items. She stated that walking trail/exercise equipment was on the top of the list. She also stated that she had gotten an estimate of \$2,400 for an overall cleaning. The Mayor stated that he had been getting a list together of what needed to be done at the center as far as maintenance and anything done would not come out of the funds allotted. There was discussion as to when to get started to which the Mayor stated the funds are already allocated. Gwen stated that she would start moving forward on ordering the equipment.

### II. Natural Gas Connection -Were not present

Sherry Hughes spoke to the Council regarding the issue of her alcohol license while being a City employee. She stated that she has had her license for seven years and an employee for four years. She stated that nothing was told to her about being an employee or where she lived regarding her alcohol licenses until recently. She questioned if she could be grandfathered in regarding the issues of her license or she would have to leave. The Mayor went back over the issues of Sherry holding an alcohol license that per the Ordinance an employee was not supposed to have an alcohol license. Councilmember Hutchins questioned what Sherry meant about leaving to which she stated that if no resolution could be reached, she would have to leave employment with the City. She stated that there was no one else she could use as a representative for her license. Councilmember Jarrett asked if it was possible for her to be grandfathered in. The Mayor stated that was a legal item but that doing that would go against the Ordinance. The Mayor stated that really the only choices were to change the Ordinance or uphold the Ordinance. There was discussion on the fact that the issue came about on the City side if Sherry should be penalized and



## **Blakely City Council Minutes**

again what the Mayor and Council can do regarding the Ordinance. There was more discussion between the Mayor, Council and Sherry regarding residency and current Ordinances.

The Mayor brought two things to the Council. He spoke on the 8" sewer main extension on Flowers Drive. The Mayor spoke of the Mock property to be sold and that the therapy office that was paying sewer when there was none. He stated that the vote was made and now he was presenting the numbers. He then spoke on the water line on Oklahoma St. He stated that several individuals have come to the City regarding their water being brown. He stated that the cost to replace this line was in the proposal he was presenting as well. He then spoke of the storm drain in front of Mr. Lee's house. He stated that the issues with the storm drain it is now starting to deteriorate the yard. He stated this is very costly and if not done right now will eventually need to be done. He stated that he is asking that the Council come up with a plan on the storm drain but to consider taking action on the sewer line and water line at the regular meeting.

The Mayor brought back the cost of the EV charging station. He stated that the cost would be \$625.00 from Gresco. He stated that the Electric Dept could do most of the labor. He stated that this would be placed in the City parking lot on N. Main St. There was discussion about grants to which the Mayor stated that the grants were for larger units. The Mayor stated that this puts the City of Blakely on the map as having a charging station.

The Mayor reminded the Council that the curfew had ended this morning. The Mayor reminded the Council of the items that the City Attorney had sent on how to possibly better control issues instead of using the Declaration of Emergency/curfew. There was discussion between the Mayor, Council and Chief Caudill. There was discussion to meet with business owners in a work session.

Lane gave an update on the Civic Center. He stated that ceiling materials should be here soon and then would be ready for paint.

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Travis Wimbush, Mayor



**Blakely City Council Minutes**  
September 6, 2022, City Hall, 6:00 P.M.

- I. **Call To Order, Roll Call, Invocation, Pledge Of Allegiance**  
Let the record show that Mayor Travis Wimbush called the meeting to order. Mayor Travis Wimbush, Councilmember Margaret Davis, Councilmember Brad Clenney, Councilmember Al Hutchins and Councilmember Ray Jarrett were all present. Also present was the City Clerk Melinda Crook. The City Attorney Tommy Coleman was present via Teleconference. After a moment of silence, Darryl Alexander gave the invocation and led the Mayor, Councilmembers and public in the Pledge of Allegiance.
  
- II. **Mayor's Spotlight**  
The Mayor stated that Christopher Cox was this month's Mayor spotlight. The Mayor asked Matt Hromalik stated that Christopher, a shift supervisor, has been with E911 since it started in 2016. He stated that Christopher is one of the most valuable employees at E911. He spoke on the additional duties Christopher does such as mapping for City, County and street signs. The Mayor stated that by Christopher doing those signs it saves the City and County money from having to contract out that service.
  
- III. **Approve Minutes**  
A motion was made by Councilmember Clenney and Seconded by Councilmember Hutchins to approve the Work Session and Regular minutes from August 2, 2022. The motion carried unanimously by Councilmembers present
  
- IV. **Citizens And Delegations**  
No one was present
  
- V. **Administrative Committee**  
**Will Caudill – Updates**  
Chief Caudill gave the monthly report for total calls of 782. Councilmember Hutchins questioned the ATM break in. Chief Caudill gave a brief explanation of what had happened and stated no arrest had been made as of yet. Chief Caudill spoke on a training equipment grant the Police Dept was trying for and that a new grant had recently opened up, out of the Governors Office, and that the Police Dept was getting together some items to present to the grant writer regarding submission. Chief Caudill then spoke on Faith and Blue. He explained what this initiative is about and stated that it will be taking place October 7-9. He also explained some of the things that will be going on during this time such as faith-based choirs and music, an event at Jeanette King Park and community dialog. He stated that more information would be on the Police Dept FB page and flyers. Darryl Alexander spoke on the community opportunity to



### Blakely City Council Minutes

fellowship together and for the community to participate/fellowship with the Police Dept as well.

Matt Hromalik - E911 Updates

Lequeshia Mincey gave the monthly E911 report - the total calls for the month of August were 4321

VI. City Attorney's Report

There were no items for the City Attorney's report

VII. City Clerk's Report

The City Clerk presented the Mayor and Council with monthly financials reports for the month of July. She then gave a power point presentation of the financials for the public

VIII. New Items Proposed by Mayor and City Council

Alcohol License JCK Celebration Station

Alcohol License J&J on Main

The Building Official, Mark Hawkins spoke to the Mayor and Council regarding the two alcohol license requests for JCK Celebration Station and J & J on Main. He stated that he and Kenneth Jones had been in contact with the City Attorney regarding the license requests. The City Attorney, Tommy Coleman then stated that an Event Center can only obtain an alcohol license for each individual event and cannot obtain a continuous alcohol license. The City Attorney, Tommy Coleman stated that this is for all alcohol licenses including just beer and wine. There was some discussion on brown bagging. The Mayor questioned if both the licenses applied for fell under this response to which the City Attorney stated "Yes" Kenneth Jones then spoke on what constitutes an Event Center according to the Ordinance. The Mayor suggested that these licenses be tabled for further clarification and information from the City Attorney. A motion was made by Councilmember Clenney and seconded by Councilmember Davis to table the alcohol license requests for JCK Celebration Station and J & J on Main pending further information/clarification from the City Attorney. The motion carried unanimously by Councilmembers present

A motion was made by Councilmember Davis and seconded by Councilmember Clenney to approve the 8" sewer line on Flowers Dr as presented by Still Water Engineers for approximately \$125,000 with contingencies. The motion carried unanimously by Councilmembers present

A motion was made by Councilmember Davis and seconded by Councilmember Jarrett to approve the removal/replacement of the 2" water main on Oklahoma St. for approximately



### **Blakely City Council Minutes**

\$90,000 with contingencies as presented by Still Water Engineers. The motion carried unanimously by Councilmembers present. The Mayor stated that the 8" sewer line and the 6" water line would be paid from the ARPA funds.

The Mayor thanked the Seniors for attending the town hall meetings regarding the Senior Center proposals on the use of the funds allocated for the Senior Center by the City. He stated that the City would be moving forward with the requested items in priority order as presented by Gwen Houston. He also stated that the City would be getting with the contractor regarding the Pickle Ball Courts.

The Mayor presented the Council with several quotes on a Street Sweeper. He stated that the cost ranged from \$75,000, which was for a used sweeper, with the new sweepers from \$145,210.93 to \$269,000. He then stated that the Department Head was requesting the Nighthawk sweep for \$145,210.93. He stated that this would be financed with the yearly payment to come from the SPLOST account. A motion was made by Councilmember Hutchins and seconded by Councilmember Davis to approve the purchase of the Nighthawk Street Sweeper in the amount of \$145,210.93. The motion carried unanimously by Councilmembers present

A motion was made by Councilmember Davis and seconded by Councilmember Clenney to approve the pay increase requests for Mary Johnson and Patrick Favors. The motion carried unanimously by Councilmembers present

The Mayor updated the Councilmembers on the Civic Center progress. He stated that the sheetrock has been installed and the ceiling is being worked on presently

#### **IX. Public Comments**

Mr. Pernell Freeman spoke to the Mayor, Council and Public on the opening day for the Early County Bobcats. He asked the Mayor, Council and public to support the Bobcats.

Celia Bostwick spoke on Christmas on the Square and what changes would be taking place. She stated that they want to hold a night parade and that it would be moved from the first Saturday to the second Saturday. She stated it would start at 9:30 and go until the night parade. She asked for float entries. She then spoke on retailers open house for the first Thursday in October, a gospel sing and Saturday morning markets. She spoke on trying to make Blakely a go to town.

Cheryl Cawthorn questioned what was going on with the garbage. She informed the Mayor and Council that a bag of garbage, on top of her can, was moved off and placed by the side of the can and not taken. The Mayor stated that this issue is being addressed.



### **Blakely City Council Minutes**

Tamekia Buggs spoke on the trash issue also. She then spoke on the Ladybug mentoring program. She stated that this program teaches interpersonal skills, relationship skills and more. She stated that there are six young people involved. She stated that scholarships were being awarded.

It was brought up that an item was missed in the new items proposed by Mayor and Council. A motion was made by Councilmember Clenney and seconded by Councilmember Jarrett to approve the purchase of and EV charging station for approximately \$625 from Gresco. The motion carried unanimously by Councilmembers present

The Mayor spoke on support of the local sports and activities

X. Executive Session – Personnel

A motion was made by Councilmember Davis and seconded by Councilmember Hutchins to enter into Executive Session regarding personnel. The motion carried unanimously by Councilmembers present

A motion was made by Councilmember Clenney and seconded by Councilmember Davis to enter back into Regular Session from Executive Session. The motion carried unanimously by Councilmembers present

XI. Adjournment

A motion was made by Councilmember Davis and seconded by Councilmember Clenney to adjourn the September 6 City Council meeting. The motion carried unanimously by Councilmembers present

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Travis Wimbush, Mayor





## Blakely City Council Minutes

Special Called Meeting  
September 16, 2022, City Hall, 6:00 P.M.

- I. Call To Order, Roll Call, Invocation, Pledge Of Allegiance  
Let the record show that Mayor Travis Wimbush called the meeting to order. Mayor Travis Wimbush, Councilmember Al Hutchins were present. Councilmember Ray Jarrett and Councilmember Brad Clenney were present via teleconference. Also present was the City Clerk Melinda Crook.
  
- II. USDA Resolution  
Linda Westberry, with USDA, explained that the first Resolution being presented was for the Grabber Truck in the amount of \$146,800 at a 3.25% interest rate and that the grant portion was \$50,000. She stated that there was a small difference of \$65.00 which would be a contribution from the City. A motion was made by Councilmember Hutchins and seconded by Councilmember Jarrett to approve the Resolution for the Grabber Truck through the USDA loan/grant program. The motion carried with Councilmember Hutchins, Councilmember Jarrett and Councilmember Clenney voting "YEAH"  
  
Linda Westberry, with USDA, explained that the second Resolution being presented was for the Garbage Truck in the amount of \$129,700 at a 3.25% interest rate and that the grant portion was \$50,000. A motion was made by Councilmember Clenney and seconded by Councilmember Hutchins to approve the Resolution for the Garbage Truck through the USDA loan/grant program. The motion carried with Councilmember Hutchins, Councilmember Clenney and Councilmember Jarrett voting "YEAH"
  
- IV. Adjournment  
A motion was made by Councilmember Hutchins and seconded by Councilmember Clenney to adjourn the September 16<sup>th</sup> Special Called Meeting. The motion carried with Councilmember Hutchins, Councilmember Jarrett and Councilmember Clenney voting "YEAH"

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Travis Wimbush, Mayor

**SCHEDULE F**

**ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES**

A RESOLUTION OR ORDINANCE TO AUTHORIZE AND  
DIRECT AN OFFICER OF THE CITY  
TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE  
OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE  
SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS;  
TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of May, 12, 2004, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

1. The \_\_\_\_\_ of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for Nitehawk Sweeper (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.
  
  2.  An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or
- (check box if applicable)*
- An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.
3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.
  
  4. This authorization shall be effective immediately.

**CLERK'S CERTIFICATE**

The undersigned hereby certifies that he or she is the Clerk of the City of Blakely, Georgia (the "City"), and that the foregoing is a true copy of the  Resolution or,  Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the \_\_\_\_\_, 20\_\_\_\_, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
City Clerk

**AGREEMENT**

**THIS AGREEMENT** executed on the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Blakely, Georgia (“City”); Early County, acting by and through the Board of Commissioners (“County”), Early County Board of Education (“BOE”), and Lifebrite (“Lifebrite”).

**W I T N E S S E T H**

**WHEREAS**, Early County, Early County Board of Education, and Lifebrite have or will have installed certain equipment known as repeaters at the City’s Tower Site on 10710 Highway 27, Blakely, Georgia (hereinafter “Tower Site”) for the use as to Early County: Early County Fire Department, Blakely/Early County EMA; as to City of Blakely: Public Works, Police Department and Fire Department; as to the Early County Board of Education; as to Lifebrite: Lifebrite EMS.

**WHEREAS**, the parties hereto have terminated or will terminate its existing tower agreement dated \_\_\_\_\_ and otherwise agree to revised terms herein; and

**WHEREAS**, the City finds that such installation will not be a detriment to the Tower Site, but will in fact serve the public interest; and

**WHEREAS**, the City is willing to allow such installation at the Tower Site under certain conditions and restrictions as stated below; and

DRAFT

**WHEREAS**, County, Board of Education and Lifebrite agree to abide by those conditions and restrictions in exchange for the City allowing installation at the Tower Site.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the City, County, Board of Education and Lifebrite, and the mutual covenants contained herein, the City, County, Board of Education and Lifebrite, agree as follows:

1. The City grants to County, Board of Education and Lifebrite and County, Board of Education and Lifebrite the right to install and maintain its equipment to its tower provided the parties agree to be solely responsible for all costs involving installation and maintenance of its respective equipment.
2. The County, Board of Education and Lifebrite understand and agree all plans and specifications for such installation shall be submitted and approved by the City. All such installation as well as any maintenance, and use of equipment shall be done pursuant to all the laws and regulations of the City, State of Georgia, and any other governmental unit or agency applicable thereto from time to time. Existing equipment shall be acceptable as is where is that the parties current have installed on the tower.
3. The County, Board of Education and Lifebrite understands and agrees that all work done hereunder at the Tower Site shall be performed in a good and workman-like manner subject to the approval of the City and that the costs and expenses of the installation will be paid by County, Board of Education or Lifebrite, respectively.
4. The County, Board of Education and Lifebrite agree that the City shall not be responsible for the repair or maintenance of the respective parties' equipment.

5. The County, Board of Education and Lifebrite understand that this Agreement shall not give rise to any right of ownership in the Tower Site to County, Board of Education or Lifebrite. The Tower Site shall continue to be a public property held by the City in trust for the general public.
6. The County, Board of Education and Lifebrite agree and understand that its equipment must not interfere with the operation of the Tower Site and must not cause any RF interference with the other parties' equipment.
7. The County, Board of Education and Lifebrite agree to indemnify and hold the City, its officers, officials, employees and agents harmless against any and all third party claims, causes of action, liabilities or expenses, including judgments, costs and damages, and including any costs incurred by the City arising out of any damage to tangible property or personal injuries caused by County, Board of Education or Lifebrite's agents, respectively. This indemnity shall not extend to any negligence of City of City's agents.
8. Any notice, request, demand or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the persons identified below in person, by courier service or by facsimile copy (with original copy mailed the same day in accordance with the provisions of this Paragraph), or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City:

City of Blakely  
82 Court Square  
P. O. Box 350  
Blakely, GA 39823

With a copy to: Tommy Coleman  
DREW ECKL & FARNHAM, LLP  
P. O. Box 607  
Albany, GA 31702

If to County: Early County Board of Commissioners  
Attention: County Administrator  
204 Court Square  
Blakely, GA 39823

With a copy to: William H. Mills  
County Attorney  
P. O. Box 565  
Blakely, GA 39823

If to Board of Education: Early County Board of Education  
Attn: Jennifer Brown, Supt.  
11927 Columbia Street  
Blakely, GA 39823

With a copy to: TBD

If to Lifebrite: Lifebrite EMS  
TBD

With a copy to: TBD

9. The initial term of this Agreement shall be Ten (10) years commencing on the date that this Agreement is executed and terminating at midnight on the last day of the month in which the tenth annual anniversary of the Commencement Date shall have occurred.
- (a) County, Board of Education or Lifebrite, independently, shall have the right to extend this Agreement for two (2) additional ten (10) year terms (each a "Renewal Term"). Each Renewal Term shall be in the same terms and conditions set forth herein unless the parties agree otherwise.

(b) This Agreement shall automatically renew for each Renewal Term unless County, Board of Education or Lifebrite notifies the City of its intention not to renew this Agreement at least **one hundred eighty (180)** days prior to the expiration of the term or the Renewal Term.

At any termination of this Agreement, County, Board of Education or Lifebrite shall remove any and all equipment at the Tower Site and restore the Tower Site consistent with City specifications.

(c) The County, Board of Education or Lifebrite may individually terminate the Agreement upon ninety (90) days written notice to the other parties hereto.

10. The City, County, Board of Education and Lifebrite shall each carry and maintain in force and effect throughout the term of this Agreement, a policy or policies of insurance, the limits of such policy or policies to be in the amount of not less than \$1,000,000.00 per occurrence in respect of injury to persons and in the amount of not less than \$2,000,000.00 per occurrence in respect of property damage and destruction in form and substance satisfactory to each party hereto at their respective cost and expense, insuring all parties against all claims, demands or actions arising out of or in connection with: (a) each party's maintenance and use of the Tower Site; and (b) each party's liability assumed under this Agreement. All such policies shall be procured from a company or companies approved to do business in Georgia. Each party shall be named as an additional insured and furnished a copy of the endorsements of the insurance policy or policies prior to commencing any work under this Agreement. Not less than fifteen (15) days prior to the expiration date of any such policies, the renewals thereof (bearing notations evidencing the payment of renewal premiums) shall be delivered to each party. Such policies shall further

provide that not less than thirty (30) days written notice shall be given to each party before such policy may be canceled or changed to reduce the insurance coverage provided thereby.

11. The County, Board of Education, and Lifebrite have examined and know the condition of the Tower Site and acknowledge that no representations as to the condition and repair thereof have been made by City, prior to or at the execution of this Agreement. City is not required to make any alterations to its Tower Site.
12. Limitation of Liability. NO PARTY SHALL HAVE ANY RESPONSIBILITY, LIABILITY OR OBLIGATION TO THE OTHER OR THE OTHER'S AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS FOR ANY SPECIAL, INCIDENTAL CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF REPLACEMENT SERVICES, LOSS OF CUSTOMERS OR AGENTS, LOSS OF USE, OR PENALTIES IMPOSED BY OTHERS, REGARDLESS OF ANY ACT OF OMISSION OR COMMISSION IN CONNECTION WITH OR UNDER THIS AGREEMENT.
13. Mutual Expenses and Costs Incurred for Tower Maintainance. County, as to two sevenths (2/7), Board of Education, as to a one seventh (1/7) and Lifebrite, as to a one seventh (1/7) shall each pay such amounts to the City, as per invoice, for the collective maintainance and costs, for the tower. The shared costs per party shall be due by the thirtieth (30) day after receipt.
14. Tower Maintainance and Costs- The City shall continue to maintain and repair the tower in a manner to allow the equipment of the parties to function and operate properly. Such



maintenance and costs shall not include the City's expense to maintain its similar equipment thereon. Nor shall the tower maintenance and costs reflect capital improvements to the tower.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals the day and year first above written.

**ATTEST:**

**CITY OF BLAKELY, GEORGIA**

\_\_\_\_\_  
**City Clerk**

**BY:** \_\_\_\_\_

\_\_\_\_\_  
**Witness**

**TITLE:** \_\_\_\_\_

**ATTEST:**

**EARLY COUNTY BOARD OF  
COMMISSIONERS**

\_\_\_\_\_  
**City Clerk**

**BY:** \_\_\_\_\_

\_\_\_\_\_  
**Witness**

**TITLE:** \_\_\_\_\_

**ATTEST:**

**EARLY COUNTY BOARD OF  
EDUCATION**

\_\_\_\_\_  
**City Clerk**

**BY:** \_\_\_\_\_

\_\_\_\_\_  
**Witness**

**TITLE:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Witness**

**LIFEBRITE**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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