City of Leesburg

City Hall, 107 N Walnut Avenue, Leesburg, GA 31763 229-759-6465

City Council members

Billy Breeden, Mayor

Rufus Sherman, Mayor Pro Tem

Judy Powell Jason Renfroe Bob Wilson Amanda White

Richard Bush

City Staff

Bob Alexander, City Manager Bert Gregory, City Attorney

1. CALL TO ORDER

2. APPROVAL OF MINUTES

February 2, 2021

3. PUBLIC HEARING

4. **NEW BUSINESS**

- (A) Consideration of appointment to the Regional Commission Council of Southwest Georgia.
- (B) Consideration of 2021 Alcohol License.
- (C) Consideration of Professional Service Agreement with RedSpeed Georgia, LLC.
- (D) Consideration of a Resolution to Authorize the Use of Automated Traffic Enforcement Safety Devices in School Zones
- (E) Consideration of Fiscal 2022 Budget Calendar.
- (F) Consideration of Letter of Agreement for Professional Engineering and Surveying Services for Magnolia Street Sidewalk Improvements PH II, Firetower Road Sidewalk Improvements PH II.

5. <u>CITY MANAGER'S MATTERS</u>

- (A) Financial Report
- (B) Public Hearing Conditional Use Application
- (C) Bid Opening on GEFA Generators
- (D) GDOT participation in Sidewalk Program

6. <u>DEPARTMENTAL REPORTS</u>

- (A) Police Report
- (B) Public Works Report
- (C) Water and Sewer Report

7. GOVERNMENTAL BOARDS/AUTHORITIES

8. <u>COUNCIL MEMBER'S MATTER</u>

9. OLD BUSINESS

10. CITY ATTORNEY'S MATTERS

11. EXECUTIVE SESSION

There is a need to go into Executive Session to discuss Legal and Real Estate issues.

- 12. PUBLIC FORUM
- 13. ANNOUCEMENTS
 Next Scheduled Meeting is April 6, 2021
- 14. <u>ADJOURNMENT</u>

Agenda May Change Without Notice

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Bob Wilson Jason Renfroe Judy Powell
Amanda White

Richard Bush

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1. CALL TO ORDER

Mayor Breeden called the meeting to order at 6:00 PM. Mayor Breeden lead the pledge and Mayor Pro Tem Sherman lead the Prayer. All Councilmembers, City Attorney and City Manager were present.

2. <u>APPROVAL OF MINUTES</u>

Mayor Breeden asked for a motion to approve the minutes from January 5, 2020. Councilmember Renfroe made a motion to approve the minutes. Mayor Pro Tem Sherman seconded the motion. The vote was unanimous.

3. PUBLIC HEARING

Mayor Breeden opened the Public Hearing on Text Amendments (TA 20-001): to the Leesburg Code of Ordinances Chapter 34 Article VII. Standards for Wireless Communications. City Manager Bob Alexander indicated this Text Amendment was very similar to the one adopted by Lee County recently. Mayor Breeden closed the Public Hearing.

4. **NEW BUSINESS**

- (A) The Council discussed the Text Amendments (TA20-001): to the Leesburg Code of Ordinances Chapter 34 Article VII. Standards for Wireless Communication Facilities. Mayor Pro Tem Sherman made a motion to approve the Text Amendments. Councilmember Bush seconded the motion. The vote was unanimous.
- (B) Police Chief Prokesh discussed the Alcohol Licenses for Leesburg Shell and P&K Food Mart. Councilmember Bush made a motion to approve the Alcohol Licenses. Councilmember Renfroe seconded the motion. The Vote was unanimous.
- (C) Meredith Lipson with Mauldin & Jenkins discussed the Financial Audit report for Fiscal Year Ended June 30, 2020. She indicated the City of Leesburg was in good financial shape with the General Fund and the Water and Sewer Fund.
- (D) Engineer Mike Talley with Flint River Consulting discussed the Inspection and Maintenance Agreement that is required for all new Storm Water Facilities by EPD. Councilmember Judy Powell made a motion to adopt the Standard Maintenance Agreement for Stormwater Facilities. Councilmember Bush seconded the motion. The vote was unanimous.

5. CITY MANAGER'S MATTERS.

(A)Financial Report – The City Manager discussed the Financial Report of the General Fund and Water & Sewer Fund and indicated that both funds are within budget for the year.

- (B) A Downtown Rural Zone Stakeholders meeting was scheduled February 3, 2021 at 10:00 AM at the Train Depot.
- (C) The Georgia Department of Revenue has notified the City that a new LOST Certificate of Distribution must be filed with the Department by December 30, 2022.

6. **DEPARTMENTAL REPORTS**

- (A) Police Report.
- (B) Public Works Report
- (C) Water and Sewer Report

7. GOVERNMENTAL BOARDS/AUTHORITIES

8. COUNCIL MEMBER'S MATTER

9. OLD BUSINESS

10. CITY ATTORNEY'S MATTERS

11. EXECUTIVE SESSION

Councilmember Powell made a motion to go into executive session to discuss Legal issues. Mayor Pro Tem Sherman seconded the motion. The vote was unanimous. Councilmember Powell made a motion to come out of executive session. Mayor Pro Tem Sherman seconded the motion. The vote was unanimous. Councilmember Powell made a motion that no action was taken and that minutes be approved. Mayor Pro Tem Sherman seconded the motion. The vote was unanimous.

12. PUBLIC FORUM

13. ANNOUCEMENTS

Next Scheduled Meeting is March 2, 2021

14. ADJOURNMENT

Councilmember White made a motion to adjourn. Councilmember Renfroe seconded the motion. The vote was unanimous.



130 Veterinary Way Unit 2, Leesburg, GA 31763

February 8, 2021

Ms. Madison Rutledge Moore Lee County Board of Commissioners 102 Starksville Avenue North Leesburg, Georgia 31763

SUBJECT:

Southwest Georgia Regional Commission Appointed Board

Dear Ms. Moore,

My name is Chad Griffin and I am a partner in a local engineering firm called, "Still Waters Engineering", we are a full service civil engineering firm that works primarily with municipalities, county commissions and local governments throughout south and central Georgia. Upon seeing the opening for the public sector appointment to the County's board for the Southwest Georgia Regional Commission I was immediately interested. I believe this is a great opportunity for me to partner with those in my community and neighboring communities as we work together with the Regional Commission to promote Southwest Georgia, the City of Leesburg and Lee County. Please note that as an engineer I have been working in southwest Georgia for 21 years and I have worked with many of the 14 counties that are served by the Regional Commission. I have also worked specifically with the Southwest Georgia Regional Commission on many projects and ventures in the past 21 years. I am thankful that a position like this exists for those in the public sector that have an interest to assist. Please accept this letter as my formal request to be appointed to this board. Should a full resume be needed to state my qualifications it can be provided at your request.

Once again I want to express my thankfulness for the Lee County Board of Commissioners for providing this opportunity. I also want to express my thankfulness to the City of Leesburg for providing a potential confirmation for this appointment. I look forward to serving the City of Leesburg, Lee County and the Southwest Georgia Regional Commission. Should you have any questions about this request please do not hesitate to contact me by phone or email.

Sincerely.

Chad Griffin

Chief Executive Officer



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Sincerely,

Chad Griffin

Chief Executive Officer

Regional Commission Council of Southwest Georgia			
District	Name & Address	Term	Appointing Authority
Virtue of Office	John Wheaton 391 Gates Road Leesburg, GA 31763	By Virtue of Office	County
Public Sector	Chad Griffin 140 Northwood Drive Leesburg, GA 31763	1 Year Term Expiring on 01/01/2021	County, Leesburg, and Smithville
Private Sector	Glenda Battle 100 Pine Arbor Drive Leesburg, GA 31763	l Year Term Expiring on 01/01/2021	County
1	Dwight Hickman P.O. Box 213 Smithville, GA 31787	1 Year Term Expiring on 01/01/2019	Leesburg and Smithville

One appointment is mandatory for a Commissioner. Two appointments for a term of one year expiring on 1/1/2020. Members must be Lee County citizens. Meetings are held at 6:30 PM on the last Thursday of each month at different locations to be announced.

Suzanne Angell - Executive Director sangell@swgrc.org

or Anna Singletary. Executive Assistant

or Anna Singletary, Executive Assistant PH# (229) 522-3552/ FAX 229-522-3558.

- Staggered one year terms
- Non-Elected Officials: \$25 travel reimbursement
 - Complimentary dinner provided

PROFESSIONAL SERVICES AGREEMENT

February 1, 2021

This AGREEMENT (the "Agreement") made this 1st Day of February, 2021, (herein the "Commencement Date"), between RedSpeed Georgia, LLC, a Georgia Limited Liability Company (herein "REDSPEED"), with its principal place of business at 400 Eisenhower Lane North, Lombard, IL 60148, and the City of Leesburg, a political subdivision authorized and created by the State of Georgia (herein "GOVERNING BODY"), with principal offices at 107 Walnut Ave N, Leesburg, GA 31763.

WITNESSETH:

WHEREAS, REDSPEED has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Photo Enforcement System" (herein "SPE System"); and

WHEREAS, City of Leesburg is a Constitutional and elected Body with the right and duty to enforce laws enacted for the protection of the lives, property, health, and morals of the people. As an independent constitutional officer, City of Leesburg is both a law enforcement agency and governing body for the purpose of receiving traffic citation funds pursuant 40-14-18(b)(1) and utilizing RedSpeed as its agent pursuant to 40-14-1.1(1).

GOVERNING BODY desires to use the SPE System to monitor and enforce school zone speeds within its enforcement jurisdiction, and may, in the future, desire to monitor and enforce red light violations or other traffic movements and to issue citations for traffic violations; and

WHEREAS, on or about May 8, 2018, the Governor of the State of Georgia signed 2017 6a. HB 978 into law, resulting in Section 40-14-18 of the Official Code of Georgia Annotated taking effect on July 1, 2018; and

WHEREAS, Section 40-14-18 of the Official Code of Georgia Annotated expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Section 40-14-8 of the Official Code of Georgia Annotated, subject to certain requirements; and

WHEREAS, the City has Resolved to implement a Traffic Safety Camera Program ("TSCP") and provide for the implementation and operation of such program by REDSPEED, as agent of GOVERNING BODY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, REDSPEED and GOVERNING BODY agree that the Agreement shall be as provided herein:

TERMS AND CONDITIONS

1. **DEFINITIONS:**

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

- "Motor Vehicle" means any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device.
- "Notice of Violation" means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or REDSPEED as an agent of such law enforcement agent, agency or court.
- "Motor Vehicle Owner" means the person or entity identified by the Georgia Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.
- "Recorded Images" means photographic, electronic, digital or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.
- "RedCheck" means web-based violation processing system used by Certified Peace Officer.
- "Speed Photo Enforcement System" (herein "SPE System") means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.
- "Certified Peace Officer" means an employee of GOVERNING BODY's police department who meets the qualifications of Section 40-14-1(1) of the Official Code of Georgia Annotated.
- "Unamortized Costs" means the historical cost of a fixed asset less the total depreciation shown against that asset up to a specified date. Unamortized costs for this Agreement may include, but are not limited to, design/engineering plans, camera foundation construction and installation, restoration of camera location to its original condition and cost of equipment.
- "Violation" means a violation of Section 40-14-8 or Section 40-14-18 of the Official Code of Georgia Annotated or a violation of GOVERNING BODY's Code of Ordinances (if applicable), as may be amended from time to time.

2. REDSPEED AGREES TO PROVIDE:

The scope of work identified in "Exhibit A, Section 1".

3. GOVERNING BODY AGREES TO PROVIDE:

The scope of work identified in "Exhibit A, Section 2".

4. SERVICE FEES:

The service fee schedule identified in "Exhibit B".

5. TERM AND TERMINATION:

This Agreement shall be effective on the Commencement Date. The term of this Agreement shall be for sixty (60) months beginning on the first day of the month following the first issued Notice of Violation (the "Start Date") from the last installed camera and shall be automatically extended for up to five (5) additional one (1) year periods. However, GOVERNING BODY may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement sixty (60) days prior to the expiration of the current term.

REDSPEED's services may be terminated:

- a. By mutual written consent of the parties.
- b. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement and the defaulting party fails to cure the default within thirty (30) days after receiving written notice. The terminating party must provide written notice to the other party of its intent to terminate and state with reasonable specificity the grounds for termination.
- c. For convenience, by either party in the event that state legislation or a decision by a court of competent jurisdiction prohibits the deployment of the SPE Systems that is the subject of this Agreement, but only following the exhaustion of any legal challenges that may occur challenging such state legislation or judicial determination. To the extent it becomes necessary, the Parties to this Agreement acknowledge that this agreement shall be tolled during the time it takes to determine legal challenges.
- d. For convenience of GOVERNING BODY. In the event of Termination for Convenience, the City shall reimburse RedSpeed for all unamortized costs up to ten thousand dollars (\$10,000.00) for each SPE System that has been permitted or installed but not operating for more than one (1) year from the first Notice of Violation for that SPE.

Upon termination of this Agreement, either for breach or because it has reached the end of its term or as a result of giving an early termination notice, the parties recognize that GOVERNING BODY will have to process traffic law violations that occur prior to the notice of termination of the Agreement and that REDSPEED must assist GOVERNING

BODY in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: GOVERNING BODY shall cease using the SPE System, shall return or allow REDSPEED to recover all provided equipment within a reasonable time not to exceed ninety (90) days, and shall not generate further images to be processed. Unless directed by GOVERNING BODY not to do so, REDSPEED shall continue to process all images taken by GOVERNING BODY before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect. REDSPEED shall provide GOVERNING BODY with all revenues owed to GOVERNING BODY accruing prior to the date of termination and REDSPEED shall be entitled to its fees pursuant to this Agreement, from said accrued revenues provided to GOVERNING BODY.

6. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that GOVERNING BODY hereby acknowledges and agrees that delivery and performance of REDSPEED's rights pursuant to this Agreement shall require a significant investment by REDSPEED, and that in order to finance such investment, REDSPEED may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. GOVERNING BODY hereby agrees that REDSPEED shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without GOVERNING BODY's prior written approval. GOVERNING BODY further acknowledges and agrees that in the event that REDSPEED provides any such acknowledgment or consent to GOVERNING BODY for execution, and in the event that GOVERNING BODY fails to execute and deliver such acknowledgment or consent back to REDSPEED within ten (10) calendar days after its receipt of such request from REDSPEED to execute such acknowledgment or consent, GOVERNING BODY shall be deemed to have consented to and approved such acknowledgment or consent and REDSPEED is granted a limited power of attorney, coupled with an interest, to execute the acknowledgment and/or consent on behalf of GOVERNING BODY and deliver such document to its financial institution.

7. FEES AND PAYMENT:

GOVERNING BODY shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit B, Schedule 1 ("Fees").

8. COMMUNICATION OF INFORMATION:

REDSPEED agrees that all information obtained by REDSPEED through operation of the SPE System shall be made available to the GOVERNING BODY at any time during REDSPEED's normal working hours excluding trade secrets as defined by Georgia law and other information that is confidential pursuant to Georgia law or exempt from

disclosure pursuant to Georgia law and not reasonably necessary for the prosecution of citations or the fulfillment of GOVERNING BODY's obligation under this Agreement. REDSPEED reserves the right to charge GOVERNING BODY for sizable information requests that will incur substantial resource allocation to compile.

9. CONFIDENTIAL INFORMATION:

No information given by REDSPEED to GOVERNING BODY will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by REDSPEED and either confidential pursuant to Georgia law or exempt from disclosure pursuant to Georgia law. Nothing in this paragraph shall be construed contrary to the terms and provisions of any Georgia law governing public records or similar laws, insofar as they may be applicable. REDSPEED shall not use any information acquired by this program with respect to any violations or GOVERNING BODY's law enforcement activities for any purpose other than the program encompassed by this Agreement.

10. OWNERSHIP OF SYSTEM:

It is understood by GOVERNING BODY that the SPE System being installed by REDSPEED is, and shall remain, the sole property of REDSPEED, unless separately procured from REDSPEED through a lease or purchase transaction. The SPE Systems are provided to GOVERNING BODY only under the terms and for the term of this Agreement.

11. RECORDS AND AUDIT:

REDSPEED shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. REDSPEED agrees to make available to GOVERNING BODY's Internal Auditor, during normal business hours and in Leesburg, Georgia all books of account, reports and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of two (2) years beyond the last day of the Agreement term or such other period required by the Georgia public records law and Georgia public records retention schedules, whichever is longer.

12. INDEMNIFICATION AND INSURANCE:

REDSPEED shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of SPE System equipment which affect this Agreement, and shall indemnify and save harmless the GOVERNING BODY against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the gross negligence, recklessness, or willful or intentional misconduct of REDSPEED, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of GOVERNING BODY.

REDSPEED agrees to protect, defend, indemnify, and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any

and all losses, penalties, damages, settlements, fines, claims, costs, charges for other expenses, or liabilities of every and any kind including any award of attorney fees and any award of costs in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED or any of REDSPEED's officers, employees, agents, contractors, or subcontractors in performing the work agreed to or performed by REDSPEED under the terms of this Agreement. Without limiting the foregoing, any and all claims, suits or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, violations of any decree of any court in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED shall be included in this indemnity.

REDSPEED shall maintain the following minimum scope and limits of insurance:

- a. Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence. Such insurance shall name GOVERNING BODY as additional insured for liability arising from REDSPEED's operation.
- b. Workers' Compensation, as required by applicable state law, and Employers Liability Insurance with limits of not less than \$500,000 each accident. REDSPEED shall always maintain Workers' Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of GOVERNING BODY.
- c. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by REDSPEED with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

REDSPEED shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name GOVERNING BODY and GOVERNING BODY's officers, employees and elected officials as additional insureds.

Certificates showing REDSPEED is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to GOVERNING BODY within thirty (30) calendar days after the date on which this Agreement is made. Such certificates shall show that GOVERNING BODY shall be notified at least thirty (30) days in advance of all cancellations of such insurance policies. REDSPEED shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as GOVERNING BODY is a body politic and corporate, the laws from which GOVERNING BODY derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, GOVERNING BODY may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. GOVERNING BODY shall be responsible for vehicle insurance coverage on

any vehicles driven by GOVERNING BODY employees. Coverage will include liability and collision damage.

REDSPEED will require all its subcontractors to provide the aforementioned coverage as well as any other coverage that REDSPEED may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors shall be the sole responsibility of REDSPEED.

13. STATE LAW TO APPLY:

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Lee County, Georgia and that all litigation between them in the federal courts shall take place in the State of Georgia.

14. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to professionally-assisted mediation. Before a demand for mediation may be filed by either Party, the management of both Parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the Parties and only upon a showing of substantial need by the Party seeking discovery.

The arbitrator will have no power to award damages inconsistent with the Agreement; or punitive damages or any other damages not measured by the prevailing Party's actual damages, and the Parties expressly waive their right to obtain such damages in arbitration or in any other proceeding. All aspects of the arbitration will be confidential. Neither the Parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.

15. AMENDMENTS TO THE AGREEMENT:

GOVERNING BODY may from time to time consider it in its best interest to change, modify or extend term, conditions or covenants of this Agreement or require changes in the scope of the Services to be performed by REDSPEED, or request REDSPEED to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of REDSPEED's compensation, which are mutually agreed upon by and between GOVERNING BODY and REDSPEED, shall be incorporated in written amendments (herein called "Amendments") to this Agreement that are duly executed by both parties. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release REDSPEED or GOVERNING BODY of any of its obligations under this Agreement unless stated therein.

16. EFFECT OF AMENDMENT(S) ON AGREEMENT:

Except as expressly amended or modified by the terms of an Amendment, all terms of the Agreement shall remain in full force and effect. Unless a different meaning is specified in an Amendment, all capitalized terms used herein shall have the meaning described in the Agreement. In the event of a conflict between the terms of the Amendment and this Agreement, the Amendment shall prevail and control.

17. LEGAL CONSTRUCTION AND REQUIREMENTS:

In case any one or more of the provisions contained in this Agreement shall for any reason, by a court of competent jurisdiction, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

18. NO AGENCY:

Except as specifically provided otherwise herein, REDSPEED is an independent contractor under this Agreement and acts an agent of GOVERNING BODY. Personal services shall be provided by employees of REDSPEED who shall be subject to supervision by REDSPEED, and not as officers, employees or agents of the GOVERNING BODY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of REDSPEED.

19. FORCE MAJEURE:

GOVERNING BODY and REDSPEED will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, rioting, malicious damage, act or omission of any governmental authority, delay or failure or

shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- the non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- the excuse of performance is of no greater scope and no longer duration than is required by the Force Majeure;
- no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and,
- the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, GOVERNING BODY may excuse performance for a longer term. Economic hardship of REDSPEED will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

20. PERMITS, FEES, AND LICENSES:

REDSPEED shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

21. NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, creed, age, sexual orientation, disability, marital status, or national origin in the operations conducted under this Agreement.

22. SUBCONTRACTORS:

REDSPEED must be capable of performing all the services contained within this Agreement. If REDSPEED uses a subcontractor in the performance of these services, REDSPEED shall submit complete information on any/all proposed subcontractors. The same qualifications requirements, and all other terms and conditions of the Agreement shall also apply to the subcontractor. GOVERNING BODY reserves the right to approve or disapprove of any subcontractor proposed.

REDSPEED shall ensure that all of REDSPEED's subcontractors perform in accordance with the terms and conditions of this Agreement. REDSPEED shall be fully responsible for all of REDSPEED's subcontractors' performance, and liable for any of REDSPEED's subcontractors' non-performance and all of REDSPEED's subcontractors' negligent, intentional or reckless acts and omissions. REDSPEED shall defend, counsel being subject to GOVERNING BODY's approval or disapproval, and indemnify and hold harmless

GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of REDSPEED's subcontractors for payment for work performed for GOVERNING BODY by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any negligent, intentional or reckless act or omission by any of REDSPEED's subcontractors.

23. ENTIRE AGREEMENT:

The provisions of this Agreement, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Agreement, are merged into this Amendment. Except as amended by an Amendment, the terms of the Agreement shall continue in full force and effect.

24. NOTICES:

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by REDSPEED or GOVERNING BODY shall be in writing and shall be given or made by personal service, first class mail, overnight delivery, or by certified or registered mail to the parties at the following respective addresses:

City of Leesburg 107 Walnut Ave N Leesburg, GA 31763 Attn: City Clerk RedSpeed Georgia, LLC 400 Eisenhower Lane North Lombard, Illinois 60148 Attn: Robert Liberman, Manager

25. EXCLUSIVITY:

GOVERNING BODY agrees that upon execution of this Agreement, GOVERNING BODY may not utilize another vendor, other than REDSPEED, for the same or similar services as contemplated herein, within the jurisdiction of the GOVERNING BODY without prior written consent from REDSPEED.

IN WITNESS THEREOF, the parties have duly executed this Agreement on the day and year first written above.

City of Leesburg, Georgia		RedSpeed Georgia, LLC		
By:	, / /	Ву:	,/_/	
Name		Robert Libern	nan	
Title		Manager		



Attest:______, /_/_____ Clerk / Authorized Attestor

Exhibit A

SECTION 1.

REDSPEED SCOPE OF WORK

- 1. REDSPEED agrees to provide a turnkey solution for SPE Systems to GOVERNING BODY wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "GOVERNING BODY Scope of Work". REDSPEED and GOVERNING BODY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by GOVERNING BODY, unless otherwise specified, GOVERNING BODY shall not charge REDSPEED for the cost. All other in-scope work, external to GOVERNING BODY, is the responsibility of REDSPEED.
- 2. REDSPEED agrees to make every effort to adhere to the Project Time Line agreed upon between the parties and based on the Best and Final Offer.
- 3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches to be agreed upon between REDSPEED and GOVERNING BODY after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained.
- 4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing.
- 6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of: camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance.
- 7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) business hours of determination of a malfunction.
- 8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of GOVERNING BODY internet connections or infrastructure are excluded from this service level.
- 9. REDSPEED will establish a demand deposit account bearing the title, "RedSpeed Georgia LLC as agent for Leesburg at CIBC Bank." All funds collected on behalf of GOVERNING BODY, excluding REDSPEED's monthly fees and any fees associated with electronic processing of violations, will be deposited in this account and transferred by wire on or

about the 15th calendar day of the month to GOVERNING BODY's primary deposit bank. GOVERNING BODY will identify the account to receive funds wired from First Midwest Bank. GOVERNING BODY shall sign a W-9 and blocked account agreement, to be completed by GOVERNING BODY, to ensure GOVERNING BODY's financial interest in said bank account is preserved.

- 10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach.
- 11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
- 12. REDSPEED shall assign a project manager who will be the liaison between GOVERNING BODY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. GOVERNING BODY shall reserve the right to request a new project manager.
- 13. REDSPEED shall provide GOVERNING BODY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.
- 14. REDSPEED shall provide the Certified Peace Officer with access to RedCheck, for the purposes of reviewing Violations Data within fourteen (14) days of the gathering of the Registered Vehicle Owner Information.
- 15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Certified Peace Officer consistent with State Law.
- 16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Certified Peace Officer.
- 17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as GOVERNING BODY's agent.
- 18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for GOVERNING BODY.
- 19. If GOVERNING BODY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.
- 20. REDSPEED shall provide to GOVERNING BODY access to RedCheck system, which provides GOVERNING BODY with ability to run and print all standard system reports.

- 21. If required by GOVERNING BODY, REDSPEED shall, at REDSPEED's expense, provide and train GOVERNING BODY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.
- 22. In those instances where damage to an SPE System is caused by negligence on the part of GOVERNING BODY or its authorized agent(s), REDSPEED will provide GOVERNING BODY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.
- 23. REDSPEED shall provide a toll-free, GOVERNING BODY-specific help line to help GOVERNING BODY resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.
- 24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).
- 25. REDSPEED is authorized to charge, collect and retain fees associated with the electronic processing. Such fees shall not exceed \$25.00 per violation. Such fee is paid by the violator. GOVERNING BODY will not receive any of said fees. GOVERNING BODY assumes no liability, responsibility, or control for said fee sought by REDSPEED.
- 26. REDSPEED shall provide GOVERNING BODY with a warning period consistent with State law.
- 27. REDSPEED shall maintain video data for twenty five (25) days unless otherwise requested for preservation by the GOVERNING BODY.
- 28. GOVERNING BODY will have real-time access to violation and camera data. However, requests for large blocks of film footage (i.e., requests that are not conveniently downloadable by the Department) will be subject to a \$125 fee per request.
- 29. REDSPEED shall assist GOVERNING BODY with the installation and maintenance of required signs and flashers during the contract term and any renewals.

SECTION 2. GOVERNING BODY'S SCOPE OF WORK

- 1. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate GOVERNING BODY responsibilities under the Agreement.
- 2. Within seven (7) business days of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.
- 3. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Certified Peace Officers authorized by GOVERNING BODY's police department to approve and issue Notices of Violation.
- 4. GOVERNING BODY shall establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at GOVERNING BODY's facility or by appointment with the Police Department.
- 5. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and GOVERNING BODY.
- 6. GOVERNING BODY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and GOVERNING BODY will endeavor to approve the plans in a timely manner.
- 7. GOVERNING BODY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.
- 8. If use of private property right of way is needed, GOVERNING BODY shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.
- 9. GOVERNING BODY may allow REDSPEED to build needed infrastructure in existing GOVERNING BODY owned easement as necessary and only after required permits have been approved.
- 10. GOVERNING BODY's Certified Peace Officer(s) shall process each potential violation in accordance with State Law and/or GOVERNING BODY's Ordinances within five (5) days (excluding Saturday, Sunday and GOVERNING BODY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

- 11. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.
- 12. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.
- 13. GOVERNING BODY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. GOVERNING BODY may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.
- 14. If remote access to a REDSPEED SPE System is blocked by GOVERNING BODY's network security infrastructure, GOVERNING BODY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.
- 15. GOVERNING BODY shall at all time maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. GOVERNING BODY shall maintain and update this list, and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.
- 16. GOVERNING BODY shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (I.e. short days, no in-person instruction days, closings, etc). REDSPEED may in its sole discretion charge the GOVERNING BODY \$5.99 for any requested dismissals of printed / mailed citations issued on non-school days for which GOVERNING BODY did not inform REDSPEED of a calendar change.

Exhibit B

SCHEDULE 1 SERVICE FEE SCHEDULE

GOVERNING BODY agrees to pay REDSPEED the Fee(s) as itemized below:

1. <u>Description of Pricing</u>

Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, LPR Module, violation processing services, DMV records access, mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Certified Peace Officer review:

35% service fee for each paid violation

A RESOLUTION ENTITILED A RESOLUTION TO AUTHORIZE THE USE OF AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICES IN SCHOOL ZONES

Whereas, pedestrian fatalities have increased substantially nationwide; and

Whereas, protecting the life and safety of pedestrians and especially children pedestrians is a core law enforcement responsibility; and

Whereas, the Georgia Legislature has approved the use of Automated Traffic Enforcement Safety Devices in School Zones;

Therefore, the City Council resolves to authorize the use of Automated Traffic Enforcement Safety Devices in local school zones under the jurisdiction of the City Police pursuant to § 40-14-18 OCGA.

Enacted this 2 day of March, 2021

CITY	COUNCIL OF LEESBURG, GEORGIA
By:	
	Billy Breeden, Mayor
Atte	st:
	Bob Alexander ex officio City Clerk

Fiscal Year 2022 Budget Calendar

Distribute Budget Request Work Sheets to Department Heads

Department Heads Submit Budget Requests to Administration

March 16, 2021

Compilation of FY 2022 Budget Requests

Mar 17-May 20, 2021

Advertisement of Public Hearing in Local Newspaper

May 26, 2021

FY 2022 Budget Recommendations Presented to Council

June 1, 2021

Advertisement of Public Hearing/Mtg. in Local Newspaper

Public Hearing on FY 2022 Budget

June 8, 2021

June 15, 2021

Adoption of FY 2022 Budget



1344 US Hwy 19 South Suite A Leesburg, GA 31763 Phone: (229) 435-6133

> Fax: (229) 439-7979 www.emc-eng.com



Delivered via e-mail: bob.alexander@cityofleesburgga.com

February 9th, 2021

Bob Alexander City Manager 107 Walnut Avenue North Leesburg, Ga 31763

RE:

LETTER AGREEMENT FOR PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR MAGNOLIA STREET SIDEWALK IMPROVEMENTS PH II CITY OF LEESBURG, LEESBURG, GEORGIA

Dear Mr. Alexander:

EMC Engineering Services, Inc. (EMC) appreciates the opportunity to present this *Proposal/Agreement* for providing professional engineering and surveying services in connection with the referenced *Project*. The *Project* consists of proposed sidewalk improvements (approximately 2,855 linear feet) along Magnolia Street from Canal Street to Groover Street in Leesburg, GA.

Our *Basic Services* will include preparation of, planning, ex. condition survey, planning, site engineering, and construction phase services for the proposed project in Leesburg, Lee County, Georgia, and as further described in the attached *Exhibit "A," Scope of Basic Services*.

Payment for our *Basic Services* will be a lump sum fee of <u>\$20,550.00</u>. In addition to the lump sum price listed, we recommend that you budget permitting and bid assistance services on an as needed basis. We have estimated hours for these services but have no control over this factor.

COST ESTIMATE BREAKDOWN FOR EACH PHASE OF WORK:

Survey Services \$ 6,300.00
 Site Engineering \$ 14,250.00
 Permitting and bid assistance Services (hourly as needed) \$ 2,250.00

This *Proposal* does not include contamination screening or subsurface investigation of the properties. We recommend you have a subsurface soil investigation performed in order to determine if any muck, hazardous waste, buried garbage or other deleterious materials exist on the site of this *Project*. This work can be provided under the *additional services* clause of this *Agreement*.

City of Leesburg — Magnolia Street Ph II February 9, 2021 Page 2

We will also furnish such additional services as you may request. Additional services will be documented by EMC and authorized by the Client. Additional services will be charged on an hourly rate basis in accordance with the attached Hourly Rate Schedule.

ADDITIONAL SERVICES WILL INCLUDE THE FOLLOWING:

- Surveying Services Beyond the Scope of Services
- Geotechnical Investigation
- Environmental Site Assessments
- Engineering Services Beyond the Scope of Services

Reimbursable expenses incurred in connection with all basic and additional services will be charged on the basis of the actual cost plus 10%. We will bill you monthly for services and reimbursable expenses.

REIMBURSABLE EXPENSES WILL INCLUDE THE FOLLOWING:

- Overnight delivery costs
- Application fees
- Advertisement fees
- Regulatory fees
- Record drawings reproduction costs
- Equipment rental
- CD/Flash Drive
- E-Filing
- Reprographics (In-house or outsourced)
- In-house Printing & Reproduction costs Rates are:

Size	Bond (each sheet)	Mylar Sepia (each sheet)
18"x24"	\$1.50	\$ 7.50
24"x36"	\$2.50	\$15.00

The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the *Project*.

Invoices for our services will be submitted monthly and payable within 30 days after date of invoice. Invoices for *Basic Services* performed under lump sum agreements will be on a percentage completion basis. Past Due invoices are subject to a service charge of 1½% per month. Unless EMC is notified in writing of any disputed charge within thirty (30) days of the invoice date, the *Client* agrees that the invoice is final and not subject to adjustment. Failure to make payments of any invoices over sixty (60) days past due will result in an immediate "Stop Work" action until the account is brought current, or special arrangements are made in writing. Past due accounts are also subject to further collection procedures, including the filing of a mechanics lien against the property.

City of Leesburg — Magnolia Street Ph II February 9, 2021 Page 3

We are prepared to begin our services promptly after receipt of your acceptance of this *Proposal/Agreement* and to complete our services in accordance with a mutually agreed upon schedule.

This *Proposal*, attached *Exhibit "A," General Provisions* and *Hourly Rate Schedule* represent the entire understanding between you and us in respect of the *Project* and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of our agreement, we would appreciate your signing this letter in the space provided below and returning it to us, keeping a copy for your files.

Sincerely,
EMC ENGINEERING SERVICES, INC.
By:
B. Matthew Inman, PE
Valdosta Branch Manager
Accepted this day of, 2023
CITY OF LEESBURG
Ву:
Name:
Title:
Attachments: Exhibit "A" – Scope of Basic Services,
Exhibit "C" - Client Site Plan
Hourly Rate Schedule
General Provisions

EXHIBIT "A"

SCOPE OF BASIC SERVICES

1. SURVEY SERVICES:

- Preparation of a topographic, existing conditions survey with above ground marked utilities and right-of-way limits of the project site as necessary to prepare construction-working drawings.
- Existing utilities will be shown as best can be determined from above-ground observations, contacting utility protection center and record drawings furnished to the surveyor. No excavations or private utility locates will be performed by Surveyor to determine the location of under-ground utilities. EMC cannot guarantee that all under-ground utilities will be shown.

2. SITE ENGINEERING:

Preparation of the following site construction working drawings based upon the approved preliminary site plan.

ESTIMATED LIST OF DRAWINGS:

- Cover
- General Notes and Legend/Typical Section
- Existing Conditions and Demolition Plan
- Site Plan (including dimensions)
- Sidewalk, Grading and Drainage plan
- Utility Plan (As Needed)
- Three Phase Erosion Sediment & Pollution Control Plan
- Construction Details
- Development of normal designs, calculations, computations, and details required for regulatory approval.
- Preparation of construction cost estimate.
- Preparation of construction specifications.

3. PERMITTING

- Preparation of forms, documents, and anticipated filings required in the course of permit approvals from local and/or state government agencies. This includes meetings, negotiations, attendance at any hearings and/or public meetings for survey and engineering items. Permitting services will be charged on an hourly rate basis in accordance with the attached Hourly Rate Schedule.
- Submittal of site development plans to relevant local and state review agencies. Includes addressing comments received on plans through approval for site development plan approvals.



1344 US Hwy 19 South Suite A Leesburg, GA 31763

Phone: (229) 435-6133 Fax: (229) 439-7979 www.emc-eng.com



Delivered via e-mail: bob.alexander@cityofleesburgga.com

February 9th, 2021

Bob Alexander City Manager 107 Walnut Avenue North Leesburg, Ga 31763

RE:

LETTER AGREEMENT FOR PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR FIRETOWER ROAD SIDEWALK IMPROVEMENTS PH I CITY OF LEESBURG, LEESBURG, GEORGIA

Dear Mr. Alexander:

EMC Engineering Services, Inc. (EMC) appreciates the opportunity to present this *Proposal/Agreement* for providing professional engineering and surveying services in connection with the referenced *Project*. The *Project* consists of proposed sidewalk improvements (approximately 2,305 linear feet) along Firetower Road from Main Street to Lee County Middle School East in Leesburg, GA.

Our *Basic Services* will include preparation of, planning, ex. condition survey, planning, site engineering, and construction phase services for the proposed project in Leesburg, Lee County, Georgia, and as further described in the attached *Exhibit "A," Scope of Basic Services*.

Payment for our *Basic Services* will be a lump sum fee of <u>\$16,300.00</u>. In addition to the lump sum price listed, we recommend that you budget permitting and bid assistance services on an as needed basis. We have estimated hours for these services but have no control over this factor.

COST ESTIMATE BREAKDOWN FOR EACH PHASE OF WORK:

*	Survey Services	\$ <i>4,950.00</i>
•	Site Engineering	\$ 11,350.00
٠	Permitting and bid assistance Services (hourly as needed)	\$ 2,250.00

This *Proposal* does not include contamination screening or subsurface investigation of the properties. We recommend you have a subsurface soil investigation performed in order to determine if any muck, hazardous waste, buried garbage or other deleterious materials exist on the site of this *Project*. This work can be provided under the *additional services* clause of this *Agreement*.

City of Leesburg — Firetower Road Sidewalk Ph I February 9, 2021 Page 2

We will also furnish such additional services as you may request. Additional services will be documented by EMC and authorized by the Client. Additional services will be charged on an hourly rate basis in accordance with the attached Hourly Rate Schedule.

ADDITIONAL SERVICES WILL INCLUDE THE FOLLOWING:

- Surveying Services Beyond the Scope of Services
- Geotechnical Investigation
- Environmental Site Assessments
- Engineering Services Beyond the Scope of Services

Reimbursable expenses incurred in connection with all basic and additional services will be charged on the basis of the actual cost plus 10%. We will bill you monthly for services and reimbursable expenses.

REIMBURSABLE EXPENSES WILL INCLUDE THE FOLLOWING:

- Overnight delivery costs
- Application fees
- Advertisement fees
- Regulatory fees
- Record drawings reproduction costs
- Equipment rental
- CD/Flash Drive
- E-Filing
- Reprographics (In-house or outsourced)
- In-house Printing & Reproduction costs Rates are:

Size	Bond (each sheet)	Mylar Sepia (each sheet)
18"x24"	\$1.50	\$ 7.50
24"x36"	\$2.50	\$15.00

The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the *Project*.

Invoices for our services will be submitted monthly and payable within 30 days after date of invoice. Invoices for *Basic Services* performed under lump sum agreements will be on a percentage completion basis. Past Due invoices are subject to a service charge of 1½% per month. Unless EMC is notified in writing of any disputed charge within thirty (30) days of the invoice date, the *Client* agrees that the invoice is final and not subject to adjustment. Failure to make payments of any invoices over sixty (60) days past due will result in an immediate "Stop Work" action until the account is brought current, or special arrangements are made in writing. Past due accounts are also subject to further collection procedures, including the filing of a mechanics lien against the property.

City of Leesburg — Firetower Road Sidewalk Ph I February 9, 2021 Page 3

We are prepared to begin our services promptly after receipt of your acceptance of this *Proposal/Agreement* and to complete our services in accordance with a mutually agreed upon schedule.

This *Proposal*, attached *Exhibit "A," General Provisions* and *Hourly Rate Schedule* represent the entire understanding between you and us in respect of the *Project* and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of our agreement, we would appreciate your signing this letter in the space provided below and returning it to us, keeping a copy for your files.

Sincerely,
EMC ENGINEERING SERVICES, INC.
Dva
B. Matthew Inman, PE
Valdosta Branch Manager
Value 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Accepted this day of, 2021
CITY OF LEESBURG
By:
Name:
Title:
Attachments: Exhibit "A" – Scope of Basic Services,
Exhibit "C" – Client Site Plan
Hourly Rate Schedule
General Provisions

EXHIBIT "A"

SCOPE OF BASIC SERVICES

1. SURVEY SERVICES:

- Preparation of a topographic, existing conditions survey with above ground marked utilities and right-of-way limits of the project site as necessary to prepare construction-working drawings.
- Existing utilities will be shown as best can be determined from above-ground observations, contacting utility protection center and record drawings furnished to the surveyor. No excavations or private utility locates will be performed by Surveyor to determine the location of under-ground utilities. EMC cannot guarantee that all under-ground utilities will be shown.

2. SITE ENGINEERING:

Preparation of the following site construction working drawings based upon the approved preliminary site plan.

ESTIMATED LIST OF DRAWINGS:

- Cover
- General Notes and Legend/Typical Section
- Existing Conditions and Demolition Plan
- Site Plan (including dimensions)
- Sidewalk, Grading and Drainage plan
- Utility Plan (As Needed)
- * Three Phase Erosion Sediment & Pollution Control Plan
- Construction Details
- > Development of normal designs, calculations, computations, and details required for regulatory approval.
- > Preparation of construction cost estimate.
- > Preparation of construction specifications.

3. PERMITTING

- ➤ Preparation of forms, documents, and anticipated filings required in the course of permit approvals from local and/or state government agencies. This includes meetings, negotiations, attendance at any hearings and/or public meetings for survey and engineering items. Permitting services will be charged on an hourly rate basis in accordance with the attached Hourly Rate Schedule.
- > Submittal of site development plans to relevant local and state review agencies. Includes addressing comments received on plans through approval for site development plan approvals.



1344 US Hwy 19 South Suite A Leesburg, GA 31763

Phone: (229) 435-6133 Fax: (229) 439-7979

www.emc-eng.com



Delivered via e-mail: bob.alexander@cityofleesburgga.com

February 18th, 2021 (revised)

Bob Alexander City Manager 107 Walnut Avenue North Leesburg, Ga 31763

RE: LETTER AGREEMENT FOR PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR

FIRETOWER ROAD SIDEWALK IMPROVEMENTS PH II

CITY OF LEESBURG, LEESBURG, GEORGIA

Dear Mr. Alexander:

EMC Engineering Services, Inc. (EMC) appreciates the opportunity to present this *Proposal/Agreement* for providing professional engineering and surveying services in connection with the referenced *Project*. The *Project* consists of proposed sidewalk improvements (approximately 2,798 linear feet) along Firetower Road to Groover Street, in Leesburg, GA.

Our *Basic Services* will include preparation of, planning, ex. condition survey, planning, site engineering, and construction phase services for the proposed project in Leesburg, Lee County, Georgia, and as further described in the attached *Exhibit "A," Scope of Basic Services*.

Payment for our *Basic Services* will be a lump sum fee of <u>\$20,175.00</u>. In addition to the lump sum price listed, we recommend that you budget permitting and bid assistance services on an as needed basis. We have estimated hours for these services but have no control over this factor.

COST ESTIMATE BREAKDOWN FOR EACH PHASE OF WORK:

•	Survey Services	\$ 5,950.00
•	Site Engineering	\$ 14,225.00
•	Permitting and bid assistance Services (hourly as needed)	\$ 2,250.00

This *Proposal* does not include contamination screening or subsurface investigation of the properties. We recommend you have a subsurface soil investigation performed in order to determine if any muck, hazardous waste, buried garbage or other deleterious materials exist on the site of this *Project*. This work can be provided under the *additional services* clause of this *Agreement*.

City of Leesburg — Firetower Road Sidewalk Ph II February 18, 2021 Page 2

We will also furnish such additional services as you may request. Additional services will be documented by EMC and authorized by the Client. Additional services will be charged on an hourly rate basis in accordance with the attached Hourly Rate Schedule.

ADDITIONAL SERVICES WILL INCLUDE THE FOLLOWING:

- Surveying Services Beyond the Scope of Services
- Geotechnical Investigation
- Environmental Site Assessments
- Engineering Services Beyond the Scope of Services

Reimbursable expenses incurred in connection with all basic and additional services will be charged on the basis of the actual cost plus 10%. We will bill you monthly for services and reimbursable expenses.

REIMBURSABLE EXPENSES WILL INCLUDE THE FOLLOWING:

- Overnight delivery costs
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City of Leesburg - Firetower Road Sidewalk Ph II February 18, 2021 Page 3

We are prepared to begin our services promptly after receipt of your acceptance of this Proposal/Agreement and to complete our services in accordance with a mutually agreed upon schedule.

This Proposal, attached Exhibit "A," General Provisions and Hourly Rate Schedule represent the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of our agreement, we would appreciate your signing this letter in the space provided below and returning it to us, keeping a copy for your files.

Sincerely,	
EMC ENGINGERING SERVICES, INC.	
Ву:	
B. Matthew Inman, PE	
Valdosta Branch Manager	
Accepted this day of,	2021
CITY OF LEESBURG	
Ву:	
Name:	
Title:	
Attachments: Exhibit "A" – Scope of Basic Services,	

Hourly Rate Schedule

General Provisions

EXHIBIT "A"

SCOPE OF BASIC SERVICES

1. SURVEY SERVICES:

- > Preparation of a topographic, existing conditions survey with above ground marked utilities and right-of-way limits of the project site as necessary to prepare construction-working drawings.
- Existing utilities will be shown as best can be determined from above-ground observations, contacting utility protection center and record drawings furnished to the surveyor. No excavations or private utility locates will be performed by Surveyor to determine the location of under-ground utilities. EMC cannot guarantee that all under-ground utilities will be shown.

2. SITE ENGINEERING:

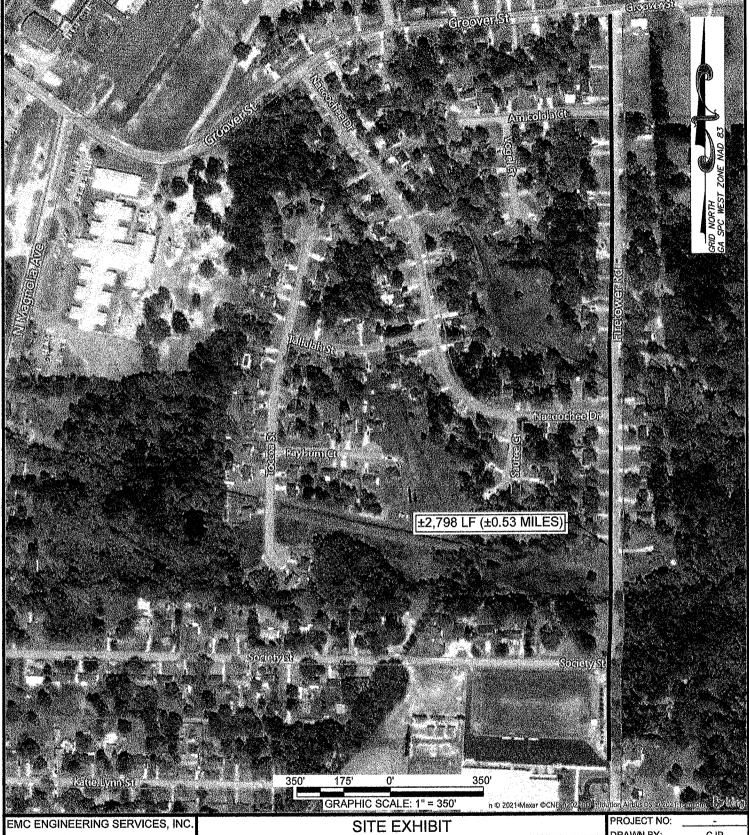
> Preparation of the following site construction working drawings based upon the approved preliminary site plan.

ESTIMATED LIST OF DRAWINGS:

- Cover
- General Notes and Legend/Typical Section
- Existing Conditions and Demolition Plan
- Site Plan (including dimensions)
- Sidewalk, Grading and Drainage plan
- Utility Plan (As Needed)
- Three Phase Erosion Sediment & Pollution Control Plan
- Construction Details
- > Development of normal designs, calculations, computations, and details required for regulatory approval.
- Preparation of construction cost estimate.
- Preparation of construction specifications.

3. PERMITTING

- ➤ Preparation of forms, documents, and anticipated filings required in the course of permit approvals from local and/or state government agencies. This includes meetings, negotiations, attendance at any hearings and/or public meetings for survey and engineering items. Permitting services will be charged on an hourly rate basis in accordance with the attached Hourly Rate Schedule.
- Submittal of site development plans to relevant local and state review agencies. Includes addressing comments received on plans through approval for site development plan approvals.





515 St. Augustine Rd, Ste E Valdosta, GA 31601 Ph: (229) 257-0399 Fax: (229) 439-7979 valdosta@emc-eng.com

ALBANY • ATLANTA • AUGUSTA • BRUNSWICK COLUMBUS • SAVANNAH • STATESBORO THOMASTON • VALDOSTA • WARNER ROBINS FIRE TOWER RD. SIDEWALK IMPROVEMENTS
LEE COUNTY MIDDLE SCHOOL TO GROOVER ST.
LEESBURG, LEE COUNTY, GEORGIA
Prepared for:
CITY OF LEESBURG

PROJECT NO: DRAWN BY: CJP
DESIGNED BY: SURVEYED BY: SURVEY DATE: CHECKED BY: BMI
SCALE: 1" = 350'
DATE: 02/18/2021

EMC ENGINEERING SERVICES, INC. INVOICE AND ACCOUNTING CONTACT INFORMATION

The following shall be filled out and sent back with the signed executed contract. Please provide and verify the mailing address where invoices are to be submitted.

Accounts Payable Contact Nam	e		
Accounts Payable Address			
		And the second s	
Phone #	Extensi	on	
Fax #			
Accounts Payable Contact Ema	il		
Is a Specific cover sheet to b	pe attached to invoice?	Yes	No 🗌
Will lien waivers be required	?	Yes 🔲	No 🗌
Are time sheets required?		Yes	No 🗌
Is purchase order number re	quired?	Yes	No 🗌
Will the Project manager nee	ed a copy sent for their use?	Yes	No 🗌
Are there any other project in	nvoicing requirements?	Yes	No 🗌
If so, please provide project sp Cover Sheet, Number of copies,	ecific information (AIA Forms, F Project Number, Codes, etc.)	Purchase Order N	umber, Required
Project Manager Name			dayaaa aa a
Project Address			udocomposit de Monte para de Monte a manus antiques que de se actual que antique antique antique antique antique
Phone #	Extensi	on	
Email address			
Please remit payments to:	EMC Engineering Services 10 Chatham Center South, S Savannah, GA 31405		

EMC Engineering Services, Inc. Albany = Atlanta = Augusta = Brunswick = Columbus = Savannah = Statesboro = Valdosta

Attn: Accounting Dept.



515 Saint Augustine Road Suite E Valdosta, GA 31601 Phone: (229) 257-0399 Fax: (229) 251-2516 www.emc-eng.com

2021 Hourly Rate Schedule

ENGINEERING	
Senior Principal Engineer	\$200.00/HR
Principal Engineer	\$180.00/HR
Senior Project Manager	\$175.00/HR
Project Manager	\$140.00/HR
Junior Project Manager	\$135.00/HR
Professional Engineer	\$125.00/HR
Senior Design Engineer	\$115.00/HR
Design Engineer	\$110.00/HR
Junior Design Engineer	\$100.00/HR
Senior Engineer Tech	\$90.00/HR
Engineer Tech	\$80.00/HR
Junior Engineer Tech	\$75.00/HR
Senior Landscape Architect (RLA)	\$150.00/HR
Landscape Architect	\$125.00/HR
Junior Landscape Designer	\$100.00/HR
Geotechnical Engineer	\$135.00/HR
Junior Geotechnical Engineer	\$100.00/HR
SURVEYING	
Senior Registered Land Surveyor	\$150.00/HR
Registered Land Surveyor	\$130.00/HR
Land Surveyor	\$110.00/HR
1-Man RLS Surveyor (Field)	\$140.00/HR
1-Man Surveyor (Field)	\$115.00/HR
2-Man Survey Crew	\$140.00/HR
3-Man Survey Crew	\$190.00/HR
UAV Surveyor	\$150.00/HR
Senior Survey Tech	\$95.00/HR
Survey Tech	\$90.00/HR
Junior Survey Tech	\$85.00/HR
CONSTRUCTION PHASE SERVICES	
Construction Manager	\$115.00/HR
Senior Construction Inspector	\$85.00/HR
Construction Inspector	\$75.00/HR
Senior CMT Field Representative	\$65.00/HR
CMT Field Representative Specialty	\$95.00/HR
CMT Field Representative	\$55.00/HR
Junior CMT Field Representative	\$40.00/HR
ADMINISTRATIVE	
Administrative Assistance	\$60.00/HR

EMC ENGINEERING SERVICES, INC. GENERAL PROVISIONS

EMC Engineering Services, Inc. (EMC) will provide services in accordance with the scope of services and the following General Provisions:

- EMC agrees to furnish professional engineering and surveying services for the project described in this Agreement (Proposal) and the attachments thereto. Acceptance of this Agreement or proposal constitutes agreement to utilize our services at the rates and charges indicated.
- 2) This agreement envisions that all of the services described herein will be performed by EMC and that there will be no material changes in the work. Should the scope of the project be changed materially, compensation to EMC for professional services shall be subject to renegotiation.
- Compensation to EMC for services provided shall conform to the prevailing hourly rate schedule in effect at the time the services are performed.
- Invoices for our services will be submitted monthly and payable within 30 days after date of invoice. Invoices for Basic Services performed under lump sum agreements will be on a percentage completion basis. Past Due invoices are subject to a service charge of 11/2% per month. Unless EMC is notified in writing of any disputed charge within thirty (30) days of the invoice date, the client agrees that the invoice is final and not subject to adjustment. Failure to make payments of any invoices over sixty (60) days past due will result in an immediate "Stop Work" action until the account is brought current, or special arrangements are made in writing. Past due accounts are also subject to further collection procedures, including the filing of a mechanics lien against the property.
- 5) The standard of care for all professional engineering and related services performed or furnished by EMC under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. EMC makes no warranties, express or implied, under this Agreement or otherwise, in connection with EMC's services. EMC and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- All design documents prepared or furnished by EMC are instruments of service, and EMC retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. These documents are not to be used on other projects or extensions of this project except by written agreement and with appropriate compensation to EMC. Any reuse of documents without specific written verification or adaptation by EMC will be at the client's sole risk and without liability or legal exposure to EMC, and the client agrees to indemnify and hold harmless EMC, its officers, principals, employees and sub-consultants against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from such reuse.

- This agreement may not be transferred or assigned without the written consent of EMC.
- 8) EMC shall not be responsible for any act or omission of any architect, other consultant, contractor, or subcontractors or the agents or employees of any of them nor the acts or omissions of other persons performing any of the work of the project.
- 9) To the fullest extent permitted by law, the Owner and EMC (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that EMC's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by EMC, whichever is greater.
- 10) If EMC and Client become involved in any adverse legal proceedings (whether in a court of law, arbitration, binding mediation or other similar proceeding) for any purposes, then EMC shall be entitled to recover from Client, in addition to all principal and interest amounts due to EMC from Client, all attorneys' fees and expenses, all expert fees, and all other fees and expenses incurred by EMC.
- 11) For projects involving construction phase engineering services, it is agreed that the professional services of EMC are limited to review and observation of the work of the contractor(s) to ascertain that such work substantially conforms to the design intent and the Contract Documents. It is further agreed that the Client will defend, indemnify and hold harmless EMC against any claim or suit whatsoever, including but not limited to all payments, expenses, or costs incurred, arising from or alleged to have arisen from any error or omission in the plans, specifications or Contract Documents. EMC agrees to be responsible for its own or its employee's negligent acts, errors or omissions in the performance of professional services provided by EMC on the project.

EMC shall not at any time supervise, direct, or have control over any contractor's work, nor shall EMC have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor any failure of any contractor to comply with laws and regulations applicable to contractor's work.

EMC neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between the Owner and such contractor.

alexander_leesburg@att.net

From:

spayne@cityofleesburgga.com

Sent:

Thursday, February 25, 2021 10:04 AM

To:

Bob Alexander

Subject:

Alcohol License Approval

Importance:

High

Mr. Bob,

Please add the Local Grocery Store (formerly IGA) to the agenda for alcohol license approval. Thanks,

Sabrina Payne

Accounts Payable Asst. Clerk of Court Business License Notary Public Taxes & Utilities

City of Leesburg

PO Box 890 Leesburg GA 31763 spayne@cityofleesburgga.com Ph (229) 759-6465 Fax (229) 759-6249



Home of Luke Bryan, Country Music Star; Buster Posey, San Francisco Giants Catcher MVP 2012; Phillip Phillips, American Idol Winner 2012; Carly Mathis, Miss Georgia 2013

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City of Leesburg~ General Fund				FY 2021 Unaudited		
EV 2021 B. José en Active Donne he lies feet	FY 2019	FY 2020		Actual		Percentage of
ri 2021 banget to Action Report by line field	Audited	Audited	17.00.21 1.00.21	Kevenues &		FY 2021
	Expenditures	Kevenues & Expenditures	Approved Budget	expenditures 01/31/2021	Kemaining Fi 2021 Budget	Actuals to Budget Used
General Fund Revenue	And the state of t					
100 031 31100 31110 311100 REAL PROPERTY-CURRENT YEA	316,147	318,805	339,900	333,967	5,933	%86
031 31100 31110 311105 PROPERTY TAX LATE FEES	•			,		
100 031 31100 31120 311200 REAL PROPERTY-PRIOR YEAR	10,900	12,838				
100 031 31100 31130 311300 PERSONAL PROPERTY-CURRENT	27,990	22,893	24,674	23,538	1,136	95%
100 031 31100 31130 311310 MOTOR VEHICLE	7,716	6,452	4,600	2,633	1,967	57%
100 031 31100 31130 311315 TAVT-LOST/SPLOST AND TRUE UP	130,198	58,218	53,000	54,797	(1,797)	103%
100 031 31100 31130 311320 MOBILE HOME	1,328	976	1,000	929	324	%89
100 031 31100 31130 311340 INTANGIBLES (REG/RECORD)	3,623	4,852	5,000	3,905	1,095	78%
100 031 31100 31140 311400 PERSONAL PROPERTY-PRIOR YR	642	623			-	
100 031 31100 31160 311600 REAL ESTATE TRANS-intangible	3,186	1,636	1,833	2,634	(801)	144%
100 031 31100 31170 311700 FRANCHISE TAXES-SEMC	16,720	16,323	16,150		16,150	%0
100 031 31100 31170 311710 ELECTRIC	122,712	122,523	122,523		122,523	%0
100 031 31100 31170 311750 CABLE	27,429	26,049	27,000	12,745	14,255	47%
100 031 31100 31170 311760 TELEPHONE	2,247	1,742	2,300	1,060	1,240	46%
100 031 31300 31300 313100 LOCAL OPTION SALES TAX	437,674	470,383	435,025	372,981	62,044	%98
100 031 31400 31400 314210 BEER SS & USE	59,027	62,265	57,290	40,711	16,579	71%
100 031 31400 31400 314211 WINE SS & USE	1,902	1,856	1,500	1,351	149	%06
100 031 31600 31600 316100 BUSINESS AND OCCUPATION T	27,693	28,988	25,892	15,755	10,137	61%
100 031 31600 31600 316200 INSURANCE PREMIUM TAX	207,571	220,486	220,486	232,582	(12,096)	105%
100 031 31600 31600 316300 FINANCIAL INSTITUTIONS TA	10,689	15,735	15,188	565	14,623	4%
100 031 31900 31900 319100 PENALTY-GENERAL PROPERTY	1,514	2,189	1,900	197	1,703	10%
100 031 31900 31900 319500 FIFA	1		_		1	
100 031 31900 31900 319910 OTHER-DELIQUENT TAX SERVI	1		-		1	
100 032 32100 32100 321110 BEER	3,300	2,475	3,000	2,063	938	%69
100 032 32100 32100 321120 WINE	3,300	2,475	3,000	2,063	938	%69
100 032 32100 32120 321220 INSURANCE	1					
100 032 32400 32400 324100 BUSINESS LICENSE PENALTY	100	400	250		250	%0
100 033 33100 33115 331151 GEMA PROCEEDS	150,303					:
100 033 33400 33410 334100 STATE GOVERNMENT GRANTS	4,000	7,200	ı	166,526	(166,526)	
100 033 33600 33600 336000 LEE COUNTY BOARD OF ED (P	157,825	176,079	193,020	93,910	99,110	49%

City of Leesburg~ General Fund				FY 2021		
	FY 2019	FY 2020		Unaudited Actual		Percentage of
FY 2021 Budget to Actual Report by line item	Audited	Audited	FY 2021	Revenues &		FY 2021
	Revenues &	Revenues &	Approved Budget	Expenditures 0.1 (3.1 (2)021	Remaining FY	Actuals to
100 033 33800 33800 338000 HOUSING AUTHORITY P-I-L-O	1,966		2,000		2,000	%0
100 034 34100 34100 341910 ELECTION QUALIFYING FEES	54	486	,		1	
100 034 34200 34200 342911 ACCIDENT REPORT-INDIVIDUA	588	434	1,080	522	558	48%
100 034 34400 34410 344110 REFUSE COLLECTION CHARGES	505,594	554,126	541,901	338,541	203,361	62%
100 034 34900 34900 349300 BAD CHECK FEE	35		1		1	
100 035 35100 35110 351170 MUNICIPAL	231,173	286,977	275,000	249,938	25,062	91%
100 036 36100 36100 361000 INTEREST	1,569	946	1,100	183	917	17%
100 037 37100 37100 371000 DONATIONS	8,385	27	ı		ı	
100 037 37100 37100 371310 TOYS FOR FOSTER CHILDREN	2,850	1,479	ı	4,061	(4,061)	
100 037 37100 37100 371311 EXPLORER PROGRAM DONATION	739	530	i	1,019	(1,019)	
100 038 38100 38100 381000 RENTS AND ROYALTIES	1		5,000		5,000	%0
100 038 38300 38300 383000 REIMBURSE FOR DAMAGED PRO	53,738	1	ı		1	
100 038 38300 38300 383010 INSURANCE PROCEEDS	1		1		-	
100 038 38900 38900 389000 OTHER MISCELLANEOUS INCOME	2,319	938	-	1,386	(1,386)	
100 038 38900 38900 389003 CARRYOVER OF FUND BALANCE			1		-	
100 038 38900 38900 389005 CASH OVER/SHORT	(2)	(48)	-	2	(2)	
100 039 39100 39100 391100 FUND BEGINNING BALANCE	1		100,000		100,000	%0
100 039 39100 39100 391105 PD TOYS FOR FOSTER KIDS	-		1			
100 039 39100 39100 391106 PD EXPLORER PROGRAM	-		1			
100 039 39100 39100 391200 TRANSFER IN-OTHER FUNDS	300,000	20,000	100,000	58,333	41,667	28%
100 039 39100 391201 Revenue from Indirect charges	60,519	098'69	58,922	34,371	24,551	58%
100 039 39200 39200 392100 SALE OF ASSETS	1		ı		1	
100 061 61100 61100 612000 TRANSFER OUT-OTHER FUNDS	1	(83,478)	1	(41,689)	41,689	
Total General Fund Revenue	2,905,259	2,466,242	2,639,534	2,011,326	628,208	76%
General Fund Expenditures						
Council / Legislative **Department is cost shared w/ Water & Sewer**	'Water & Sew	er**				
100 100 01100 00051 511010 MAYOR SALARY	3,600	3,600	3,600	3,600	1	100%
100 100 01100 00051 511020 COUNCIL SALARY	11,700	11,025	11,700	10,800	006	92%
100 100 01100 00052 523710 TRAINING - Mayor	ī		1,000		1,000	%0
100 100 01100 00052 523510 TRAVEL-MAYOR	63	380	1,000	(380)	1,380	-38%

Cuty of Escapung general Lum.				FY 2021 Unaudited		
FY 2021 Budget to Actual Report by line item	FY 2019 Audited	FY 2020 Audited	FY 2021	Actual Revenues &		Percentage of FY 2021.
	Revenues &	Revenues &	Approved	Expenditures	Remaining FY	Actuals to
	Expenditures	Expenditures	Budget	01/31/2021	2021 Budget	Budget Used
100 01100 00052 523711 TRAINING-POST 1-POWELL	1,653	915	2,275	(205)	2,480	%6-
	4,237	1,229	4,005		4,005	%0
	1,325	(250)	100		100	%0
	2,239		100	CO.	100	%0
00052	375	625	100		100	%0
		ı	100		100	%0
100 01100 00052 523714 TRAINING-POST 4-WILSON	1		100		100	%0
100 01100 00052 523514 TRAVEL-POST 4-WILSON	4		100		100	%0
100 01100 00052 523715 TRAINING-POST 5-SHERMAN	1,503	1,111	100	(380)	480	%08E-
100 01100 00052 523515 TRAVEL-POST 5-SHERMAN	3,777	332	100		100	%0
100 01100 00052 523716 TRAINING-POST 6-WHITE	1,503	765	100		100	%0
100 01100 00052 523516 TRAVEL-POST 6-WHITE	3,082	133	100		100	%0
100 01100 00053 531730 ELECTION EXPENSE- SUPPLIE	ı		1			
100 01100 00053 531760 MAYOR/COUNCIL SUPPLIES	8,993	6,518	3,300	834	2,466	25%
100 01100 00052 521200 ATTORNEY & LEGAL FEES	32,563	36,610	27,232	14,035	13,197	25%
Subtotal Council/Legislative	76,613	62,993	55,112	28,304	26,808	51%
Administration						
100 01500 00051 511100 REGULAR EMPLOYEES	120,922	127,020	128,301	78,221	50,080	61%
100 01500 00051 511101 REGULAR EMPLOYEES VAC SELL BACK	1,716	1,863	4,831	1,216	3,615	25%
100 01500 00051 511105 PART TIME EMPLOYEES	3,090	4,116	3,315	3,103	212	94%
100 01500 00051 511199 LONGEVITY	2,322	2,415	2,415	2,415	I	100%
100 01500 00051 511300 OVERTIME	4,834	5,165	7,390	2,379	5,011	32%
100 01500 00051 512100 EMPLOYEE GROUP INSURANCE	524	413	13,876	346	13,530	2%
100 01500 00051 512200 FICA	10,512	11,094	11,642	6,880	4,763	29%
100 01500 00051 512400 RETIREMENT - Pension	8,643	7,820	10,171	5,933	4,238	28%
100 01500 00051 512415 457b ER Matching	2,043	2,876	2,901	2,893	6	100%
100 01500 00051 512700 WORKERS' COMPENSATION	547	617	623	655	(33)	
100 01500 00051 512910 VEHICLE ALLOWANCE	5,950	6,000	6,000	3,500		28%
Total Personnel Costs - Administration	161,102	169,399	191,464	107,540	83	
100 01500 00052 521100 OFFICIAL/ADMINISTRATIVE	23,617	8,275	10,000	10,329	(329)	103%

City of Leesburg~ General Fund				FY 2021. Unaudited		
FY 2021 Budget to Actual Report by line item	FY 2019 Audited	FY 2020 Audited	FY 2021	Actual Revenues &		Percentage of FY 2021
	Revenues &	Revenues &	Approved	Expenditures	Remaining FY	Actuals to
	Expenditures	Expenditures	Budget	01/31/2021	2021 Budget	Budget Used
100 100 01500 00053 531710 PRINTING/ TAX BILLS	ı					
100 100 01500 00052 521132 DELIQUENT TAX SERVICE ADD	1					
100 100 01500 00052 521200 ATTORNEY & LEGAL FEES	1,881	311	1,000	78	922	8%
100 100 01500 00052 521201 COMPUTER SUPPORT FEES	17,723	34,634	20,000	17,150	2,850	%98
100 100 01500 00052 521220 ENGINEERING FEES	1,710	699	1,000		1,000	%0
100 100 01500 00052 521225 BAD DEBT EXPENSE	ı					
100 100 01500 00052 521230 AUDITOR FEES	6,929	6,929	7,200	7,380	(180)	103%
100 100 01500 00052 522210 EQUIPMENT REPAIR & MAINT	ľ	47	200	21	180	70%
100 100 01500 00052 522220 BUILDING REPAIR & MAINT	27,986	6,407	5,000	7,435	(2,435)	149%
100 100 01500 00052 522300 RENTS AND LEASES	3,342	2,159	3,000	1,690	1,310	26%
100 100 01500 00052 523100 INSURANCE, OTHER THAN EMP	12,507	13,070	14,798	7,896	6,902	53%
100 100 01500 00052 523200 COMMUNICATIONS	3,759	4,039	3,968	1,692	2,276	43%
100 100 01500 00052 523210 POSTAGE	2,089	1,852	1,740	1,004	736	28%
100 100 01500 00052 523300 ADVERTISING	1,082	1,223	1,500	433	1,067	29%
100 100 01500 00052 523505 TRAVEL-EMPLOYEE	8,277	7,040	1,000		1,000	%0
100 100 01500 00052 523600 DUES AND FEES	12,768	9,268	8,400	5,330	3,070	63%
100 100 01500 00052 523610 SOUTHWEST GA RDC DUES	3,304	3,333	3,366	2,520		75%
100 100 01500 00052 523700 EDUCATION AND TRAINING	3,218	2,730	1,000	(266)		-27%
1	130,191	101,987	83,172	62,690	20,482	75%
100 100 01500 00053 531230 ELECTRICITY	4,859	5,504	5,675	3,188	2,	26%
	238	155	300	98		
100 100 01500 00053 531300 FOOD / EMPLOYEE APPRECIATION	2,413	2,723	2,000	2,513		
100 100 01500 00053 531600 SMALL EQUIPMENT	125		500	1,440	(940)	788%
100 100 01500 00053 531700 OFFICE SUPPLIES	8,631	8,450	5,880	3,415	2,465	28%
	1,726	1,518	1,400	745	655	53%
Total Supplies - Administration	17,992	18,351	15,755	11,398	4,357	72%
100 100 01500 00054 541001 RECREATION PROPERTY	28,778	1	•	ı	r	
	ľ	1	-		1	
100 100 01500 00054 542400 CAPITAL OUTLAY-COMPUTERS	ı	1	ı		ł	
100 100 01500 00054 542500 CAPITAL OUTLAY-OTHER EQUI	1	1	1		1	
Total Capital Outlay - Administration	28,778	•	1		-	

Fiy 2019 FY 2020 Actual Fort Dy line frem Revenues & Approved Revenues & Approved Actual red Actual 72000 SENIOR CENTER Expenditures Expenditures Publicat 0.0331/2021 2020 72000 STADO SENIOR CENTER 6.884 25,751 200 200 200 72000 STADO SENIOR CENTER 6.884 25,751 200 200 200 72000 STADO SENIOR CENTER 6.884 25,751 200 203 200 72000 STADO SENIOR CENTER 6.884 25,751 3,500 11,635 3,875 72001 I FAMILY CONNECTIONS 25,584 44,455 22,400 11,635 3,875 72010 I FAMILY CONNECTIONS 5,141 4,320 15,784 5,909 3,145 1,507 721210 INDIVIDIAL CONNET PRENSES 5,244 5,784 5,909 3,393 2,313 721215 INDIVIDIAL CONNET PRENSES 6,500 1,500 1,500 1,500 1,500 72325 I INDIVIDIAL CONNET PRENSES 6,500 1,500	City of Leesourge General Ful	rat Funa				FY 2021 Unaudited		
Audited Audited Audited Favenues & Favenues & Audited Favenues & Favenues & Paperoditures & Paperod			FY 2019	FY 2020		Actual		Percentage of
Expenditures Expe	. 2021 Budget to Actual Report by line Item		Audited Revenues &	Audited Penemies &	FY 2021 Approved	Revenues & Franklings	Remaining FV	FY 2021 Armals to
572020 SENIOR CENTER 6,884 25,751 200 200 200 572020 CHAMBER OF COMMERCE 3,200 3,204 3,200 2,400 800 572020 CHAMBER OF COMMERCE 3,200 1,5500 11,625 14,38 572020 LIRARY CONTRIBUTION 15,504 4,445 22,400 16,088 6,313 512020 LIRARY CONTRIBUTION 25,534 4,445 22,400 16,088 6,313 51220 SALARY Municipal Court Judge 5,141 420 197,716 115,075 51220 FICA 334,191 312,791 197,716 115,075 52120 FICA 334,191 420 2,411 179 52120 FICA 5,373 5,373 5,489 3,415 115,075 52120 FICA 5,374 5,909 3,393 2,516 2,016 52121 GINNIPLICAR ELEGAL FEES 4,01 3,600 1,688 2,313 52121 GI			Expenditures	Expenditures	Budget	01/31/2021	2021 Budget	Budget Used
ST2020 CHAMBER OF COMMERCE 3,200 3,204 3,200 2,400 1,625 3,500 1,625 3,500 1,625 3,500 1,625 3,500 1,625 3,500 1,625 3,500 1,625 3,500 1,628 6		TER	6,894	25,751	200		200	%0
572030 LIBRARY CONTRIBUTION 15,500 15,500 11,625 3 572011 FAMILY CONNECTIONS 2,534 4,455 22,400 15,603 1 n 363,656 334,191 312,791 15,716 115 15 n 363,656 334,191 312,791 150,88 15 15 511260 SALARY Municipal Court Judge 5,141 5,373 5,489 3,152 24 511200 FICA 333 411 420 241 41 251 22 51210 FICA 5,784 5,784 5,784 5,999 3,393 2 241 241 250 241 241 250 241 241 250 2545 441 356 650 2,485 44 250 2545 445 450 3,500 2,244 2,244 5,784 5,784 5,784 4,266 6,201 2,244 5,784 4,260 6,500 7,268 2,245	100 01500 00057	DMMERC	3,200	3,204	3,200	2,400	800	75%
STATOLI FAMILY CONNECTIONS 25,594 44,455 22,400 16,088 6	00057	NTRIBUTION	15,500	15,500	15,500	11,625	3,875	75%
State Stat	100 01500 00057	INECTIONS		1	3,500	2,063	1,438	
SGA,GSG SA4,191 S1,776 115	Total Other - Administration		25,594	44,455	22,400	16,088		72%
SALARY Municipal Court Judge 5,141 5,373 5,489 3,152 2 2 2 2 2 2 2 2 2	Subtotal Administration		363,656	334,191	312,791	91/'261	115,075	%89
SACARY Municipal Court Judge S,141 S,373 S,489 3,152 241 420 241 420 241 420 241 420 241 420 241 420 241 420 241 420 241 420 241 420 241 240 241 240 241 240 241 240 241 240 241 240 241 240 241 240 241 240 241 240 241 240 241 240 241 240 241 240 241 240 241 240 241 2	/unicipal Court						P	
100 FICA F	51	nicipal Court Judge	5,141	5,373	5,489	3,152	2,337	21%
ATTORNEY & LEGAL FEES	150 01550 00051	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	393	411	420	241	179	21%
COMPUTEN SUPPORT FEES	otal Personnel Municipal Court		5,534	5,784	5,909	3,393	2,516	57%
RT FEES 4,920 6,500 7,830 2,845 4 EXPENSES 401 441 366 631 4 EXPENSES 401 441 366 631 2 EXPENSES 20,440 19,010 15,000 12,688 2 EXPENSES 870 4,500 3,500 2 EXPENSES 870 1,629 500 100 2 EXPENSES 56,740 775 49,069 25 3 3 IND 1,000 1,000 104,446 68,833 3 3 3 3 3 IND 1,000 1,000 1,000 5,10 10 1 3	100 150 01550 00052 521200 ATTORNEY &	& LEGAL FEES	1		i			
EXPENSES 401 441 366 631 20 EXPENSES 20,440 19,010 15,000 12,688 2 E 6,000 4,500 6,000 3,500 2 E 6,000 1,629 500 100 2 E 651 775 500 100 25 E 56,740 78,083 74,250 49,069 25 ND 1,000 1,000 104,446 68,833 35 NEATION 1,000 1,000 100,000 510 100 NSATION 231 3,120 510 510 510 NSATION 5,847 4,363 3,494 100 5	1	SUPPORT FEES	4,920	6,500	7,830	2,845		%9E
E 20,440 19,010 15,000 12,688 E 6,000 4,500 6,000 3,500 e 870 1,629 500 100 e 651 775 500 100 e 56,740 78,083 74,250 49,069 2 e 56,740 78,083 74,250 49,069 2 nnp 1,000 1,0446 68,833 3 3 NP 1,000 1,000 1,000 510 1 YEES 5,220 3,930 3,120 510 1 NSATION 231 132 136 100 1 NSATION 5,847 4,363 3,494 100 1	150 01550 00052	COURT EXPENSES	401	441	396	631	(265)	172%
E 6,000 4,500 6,000 3,500 e 870 1,629 500 100 e 651 775 500 100 e 56,740 78,083 74,250 49,069 2 po,023 110,939 104,446 68,833 3 3 po,023 116,723 ######## # 72,226 3 po,024 1,000 1,000 5.10 4 po,025 116,723 ######## # 72,226 3 po,025 1,000 1,000 5.10 4 po,026 1,000 1,000 5.10 4 po,027 1,000 1,000 5.10 4 po,028 3,930 3,120 5.10 6 po,029 3,930 3,120 5.10 6 po,029 3,494 100 6 6	150 01550 00052	TOR	20,440	19,010	15,000	12,688		85%
e 651 1,629 500 100 e 651 775 500 100 e 65,740 78,083 74,250 49,069 2 90,023 110,939 104,446 68,833 3 ND 1,000 1,000 104,446 68,833 3 ND 1,000 1,000 100,000 510 16 VEES 5,220 3,930 3,120 510 16 NSATION 231 132 136 100 100 NSATION 5,847 4,363 3,494 100	150 01550 00052	EFENSE	000′9	4,500	6,000	3,500		28%
e 651 775 500 100 56,740 78,083 74,250 49,069 2 ND 1,000 <th< td=""><td>150 01550 00052</td><td>PLOYEE</td><td>870</td><td>1,629</td><td>200</td><td></td><td>200</td><td>%0</td></th<>	150 01550 00052	PLOYEE	870	1,629	200		200	%0
NSATION 56,740 78,083 74,250 49,069 2 90,023 110,939 104,446 68,833 3 NSATION 5,827 116,723 ####### # 72,226 3 NSATION 5,847 4,363 3,494 100 100		nployee	651	775	500	100	400	20%
90,023 110,939 104,446 68,833 3 ND 1,000 1,000 1,000 100,000 510 16 YEES 5,220 3,930 3,120 100 100 NSATION 231 132 136 100 NSATION 5,847 4,363 3,494 100	100 150 01550 00052 523550 FINE ADD-ON	N FEES	56,740	78,083	74,250	49,069		%99
NEATION 5,557 116,723 ###### # 72,226 3	otal Purchased / Contracted Services Municipal	Court	90,023	110,939	104,446	68,833		%99
CONTINGENCY FUND 1,000 1,000 100,000 510 16 Inforcement 5,220 3,930 3,120 239	Subtotal Municipal Court		<i>15</i> 5′56	116,723	# #######	72,226		65%
Inforcement PART TIME EMPLOYEES 5,220 3,930 3,120 PICA 395 301 239 WORKERS' COMPENSATION 231 132 100 5,847 4,363 3,494 100	250 25100 00057	NCY FUND	1,000	1,000	100,000	510		1%
PART TIME EMPLOYEES 5,220 3,930 3,120 PICA 395 301 239 WORKERS' COMPENSATION 231 132 136 5,847 4,363 3,494 100	lanning & Zoning / Code Enforcement				u ·			
ATION 231 132 136 100 258 3.494 100	100 740 07450 00051 511105 PART TIME EI	EMPLOYEES	5,220	3,930	3,120		3,120	%0
D WORKERS' COMPENSATION 231 132 136 100 5,847 4,363 3,494 100	740 07450 00051		395	301	239		239	%0
5,847 4,363 3,494 100	100 740 07450 00051 512700 WORKERS' CO	COMPENSATION	231	132	136	100		73%
	otal Personnel Planning & Zoning		5,847	4,363	3,494	100		3%
4,363 3,494 100	Subtotal Planning & Zoning / Code Enforc	cement	5,847	4,363	3,494	100	3,395	3%

City of Leesburg~ General Fund				FY 2021 Unaudited		
	FY 2019	FY 2020		Actual		Percentage of
rt 2021 Budget to Actual Keport by line item	Andited	Audited	FY 2021	Revenues &		FY 2021
	Revenues & Expenditures	Revenues & Expenditures	Approved Budget	Expenditures 01/31/2021	Remaining FY 2021 Budget	Actuals to Budget Used
Public Safety						
100 300 03200 00051 511100 REGULAR EMPLOYEES	531,013	567,445	567,804	344,328	223,476	61%
100 300 03200 00051 511101 REGULAR EMPLOYEES VAC SELL BACK	13,282	12,122	19,920	7,565	12,355	38%
100 300 03200 00051 511105 PART TIME EMPLOYEES	24,481	54,194	58,044	34,477	23,566	29%
100 300 03200 00051 511199 LONGEVITY	8,254	096'6	096'6	9,034	926	91%
100 300 03200 00051 511300 OVERTIME	37,849	23,040	42,566	18,176	24,391	43%
100 300 03200 00051 512100 EMPLOYEE GROUP INSURANCE	112,561	129,000	156,499	886'388	70,112	25%
100 300 03200 00051 512200 FICA	42,957	45,619	53,410	28,661	24,750	54%
100 300 03200 00051 512400 RETIREMENT	35,029	34,828	45,298	26,424	18,874	28%
100 300 03200 00051 512415 457b/poab	2,965	3,415	3,445	1,950	1,495	57%
100 300 03200 00051 512700 WORKERS' COMPENSATION	36,078	27,598	28,098	25,080	3,018	%68
Total Personnel Services Public Safety	844,468	907,221	985,045	582,082	402,963	29%
100 300 03200 00052 521200 ATTORNEY & LEGAL FEES			1	-		
100 300 03200 00052 521201 COMPUTER SUPPORT FEES	9,721	9,094	9,000	5,893	3,107	92%
100 300 03200 00052 522210 EQUIPMENT REPAIR & MAINT	324	-	1,000	19	981	2%
100 300 03200 00052 522240 TIRES AND TUBES	2,757	2,804	2,500	3,252	(752)	130%
100 300 03200 00052 522250 VEHICLE REPAIR	26,702	24,631	26,800	19,833	6,967	74%
100 300 03200 00052 522260 RADIO MAINTENANCE	4,707	1,230	200		200	%0
100 300 03200 00052 523100 INSURANCE, OTHER THAN EMP	11,322	11,915	13,298	7,318	5,980	25%
100 300 03200 00052 523200 COMMUNICATIONS	10,431	23,632	25,251	6,047	19,204	24%
100 300 03200 00052 523300 ADVERTISING	504	1		16		
100 300 03200 00052 523505 TRAVEL-EMPLOYEE	1,325	542	500	1	200	%0
100 300 03200 00052 523600 DUES AND FEES	888	745	724	470	254	65%
100 300 03200 00052 523700 EDUCATION AND TRAINING	1,638	848	800	319	481	40%
100 300 03200 00052 523900 UNIFORM CLEANING	499	203	200	283	217	21%
Total Purchased / Contracted Services Public Safety	70,817	75,646	80,873	43,449	37,440	54%
100 300 03200 00053 531230 ELECTRICITY	6,485	7,104	6,548	4,088	2,460	62%
100 300 03200 00053 531270 GAS & OIL	32,850	30,533	30,888	14,961	15,927	48%
300 03200 00053	1		•		t	
03200 00053	2,532	2,652	2,500	1,883	617	75%
100 300 03200 00053 531720 CLEANING/ PAPER SUPPLIES	881	1,455	1,420	621	799	44%

	Percentage of	e e		2021 Budget Budget Used	3,650 60%	4	(643)	(3,033)	(4,395) 210%	15,381 72%	1		1	1	•	455,784 59%		237,214 50%	14,881 30%	252,095 49%	52,566 58%	3,519 23%	11,231 53%	319 86%	4,749 66%	21,872 33%	5,977 54%	4,310 58%	683 29%	745 91%	105,969 55%	1,100 0%	335 83%	3,500 56%
FY 2021 Unaudited	Actual			01/31/2021 20	5,550		643	3,033	8,395	39,175						664,706		239,786	6,460	246,246	72,648	1,029	12,917	1,955	608'6	10,851	7,022	6,033	281	7,542	129,587		1,665	4,500
	EV 2001	7787 E	Approved	Budget	9,200	1	1	ŧ	4,000	54,556	ı	r	1		•	1,120,474		477,000	21,341	498,341	125,214	4,547	24,148	2,274	14,058	32,722	12,998	10,343	965	8,286	235,556	1,100	2,000	8,000
	FY 2020	Addited	Revenues &	Expenditures	16,994		880	3,829	5,086	68,532					,	1,051,400		470,280	44,779	515,060	114,799	2,970	15,610	1,977	18,531	15,419	10,962	7,801	523	8,339	196,930	944	3,512	7,286
	FY 2019.	Palaner .		Expenditures	6,304	5	973	2,353	1,691	54,069	1	1			j j	969,354	_	465,661	19,814	485,475	112,218	2,139	5,961	1,767	21,260	16,651	10,321	9,180	290	14,069	194,157	857	7,342	14,504
- General Fund	line tem				POLICE SUPPLIES	GREAT PROGRAM	531782 EXPLORER PROGRAM	531783 LEESBURG/LEE COUNTY FOSTE	531790 UNIFORMS		300 03200 00054 542200 CAPITAL OUTLAY-NEW VEHICL	300 03200 00054 542300 CAPITAL OUTLAY-FURN/FIXTU	300 03200 00054 542400 CAPITAL OUTLAY-COMPUTERS	CAPITAL OUTLAY-OTHER EQUI				Refuge Contract	INERT TRASH REMOVAL		REGULAR EMPLOYEES	511101 REGULAR EMPLOYEES VAC SELL BACK	511105 Part time	511199 LONGEVITY	511300 OVERTIME	512100 EMPLOYEE GROUP INSURANCE	FICA	512400 RETIREMENT	512415 479b cont	512700 WORKERS' COMPENSATION	rks	COMPUTER SUPPORT FEES	ENGINEERING FEES	521221 NPDES STORMWATER ANNUAL R
City of Leesburg~ General Fu	FY 2021 Budget to Actual Report by line item		alpo		100 300 03200 00053 531780 POLICE SUPPLIES	100 300 03200 00053 531781 GREAT PROGRAM	100 300 03200 00053 531782	100 300 03200 00053 531783	100 300 03200 00053 531790	Total Supplies - Public Safety	100 300 03200 00054 542200	100 300 03200 00054 542300	100 300 03200 00054 542400	100 300 03200 00054 542500 CAPITAL OUTLAY-OTHER	Total Capital Outlays - Public Safety	Subtotal Public Safety	Public Works Maintenance	100 400 04300 00052 522100 Refuge Contract	100 400 04300 00052 522101 INERT TRASH REMOVAL	Sub Total Sanitation	100 400 04600 00051 511100 REGULAR EMPLOYEES	100 400 04600 00051 511101	100 400 04600 00051 511105	100 400 04600 00051 511199	100 400 04600 00051 511300	100 400 04600 00051 512100	100 400 04600 00051 512200 FICA	100 400 04600 00051 512400	100 400 04600 00051 512415	100 400 04600 00051 512700	Total Personnel Services Public Works	100 400 04600 00052 521201 COMPUTER SUPPORT FEES	100 400 04600 00052 521220 ENGINEERING FEES	100 400 04600 00052 521221

gun4 jened Zemesaf fo k41)	n den			FY 202.1 Unaudited		
FY 2021 Budget to Actual Report by line item	FY 2019 Audited	FY 2020 Audited	FY 2021	Actual Revenues &		Percentage of FY 2021
	Revenues &	Revenues &	Approved	Expenditures	Remaining FY	Actuals to
	Expenditures	Expenditures	Budget	01/31/2021	2021 Budget	Budget Used
100 400 04600 00052 522210 EQUIPMENT REPAIR & MAINT	43,503	29,733	23,000	26,740	(3,740)	116%
100 400 04600 00052 522220 BUILDING REPAIR & MAINT	4,012	1,273	2,500	1,265	1,235	51%
100 400 04600 00052 522240 TIRES AND TUBES	3,046	3,355	3,000	550	2,450	18%
100 400 04600 00052 522250 VEHICLE REPAIR	17,459	11,443	13,631	9,567	4,064	70%
100 400 04600 00052 522271 CORRIDOR SIGNS	1		1		•	
100 400 04600 00052 522275 CHRISTMAS DECORATIONS	99/	1,167	2,000	7,694	(5,694)	385%
100 400 04600 00052 522310 UNIFORMS	7,058	9,847	7,000	5,656	1,344	81%
100 400 04600 00052 522320 EQUIPMENT RENTAL	112	1,804	1,500		1,500	%0
100 400 04600 00052 523100 INSURANCE, OTHER THAN EMP	11,322	11,915	13,298	7,318	5,980	55%
100 400 04600 00052 523200 COMINIUNICATIONS	2,852	3,861	3,892	2,398	1,494	62%
100 400 04600 00052 523300 ADVERTISING	1,656	770	1,000		1,000	%0
100 400 04600 00052 523505 TRAVEL-EMPLOYEE	1	50	200	-	200	%0
100 400 04600 00052 523600 DUES AND FEES	784	653	009	484	116	81%
100 400 04600 00052 521200 ATTORNEY & LEGAL FEES	1					
100 400 04600 00052 523700 EDUCATION AND TRAINING	375	009	200		200	%0
Total Purchased / Contracted Services - Public Works	115,649	88,213	83,521	67,837	15,684	81%
100 400 04600 00053 531230 ELECTRICITY	4,858	5,004	5,230	2,453	2,777	47%
100 400 04600 00053 531750 OTHER SUPPLIES	l	ı	1		t	:
100 400 04600 00053 531270 GAS & OIL	22,270	15,224	17,000	6,670	10,330	39%
100 400 04600 00053 531280 STREET LIGHTS (POWER)	60,798	60,800	62,112	30,934	31,178	20%
100 400 04600 00053 531700 OFFICE SUPPLIES	631	1,366	1,500	924	576	62%
100 400 04600 00053 531720 CLEANING/ PAPER SUPPLIES	266	1,015	1,372	389	983	28%
100 400 04600 00053 531810 MAINTENANCE SUPPLIES	18,121	12,515	12,225	4,837	7,388	40%
100 400 04600 00053 531820 STREET IMPROVEMENTS	4,727		1		·	
100 400 04600 00053 531830 CHEMICALS FOR R/W DITCHES	3,702		1		•	
100 400 04600 00053 531840 STREET SIGNS AND MARKINGS	1,868		1	:	-	
100 400 04600 00053 531850 MOSQUITO FOGGER REP/CHEMI	9,294	9,804	10,000		10,000	%0
Total Supplies - Public Works	126,836	105,728	109,439	46,206	63,233	42%
	1		3		-	
400 04600 00054	ı		1		ı	
100 400 04600 00054 542400 CAPITAL OUTLAY-COMPUTERS	1		_		1	

City of Leesburg~ General Fund				FY 2021	1 2	
				Unaudited		
	FY 2019	FY 2020		Actual	ini L	Percentage of
FY 2021 Budget to Actual Report by line item	Audited	Audited	FY 2021	Revenues &		FY 2021
	Revenues &	Revenues &	Approved	Expenditures	Remaining FY	Actuals to
	Expenditures	Expenditures	Budget	01/31/2021	2021 Budget	Budget Used
Total Capital Outlay - Public Works	k		1	And the state of t		
Subtotal Public Works Maintenance	922,117	905,930	926,857	489,876	436,981	53%
Chamber of Commerce					_	
100 750 07520 00052 523200 COMMUNICATIONS	3,977	4,239	4,215	2,244	1,971	53%
100 750 07520 00052 522220 BUILDING REPAIR & MAINT	206	4,574	1,000	884	116	88%
100 750 07520 00052 521201 COMPUTER SUPPORT FEES	1,020		629	775	(116)	118%
100 750 07520 00052 531210 WATER, SEWER, TRASH	258	299	276	115	161	42%
100 750 07520 00053 531230 ELECTRICITY	2,982	3,786	3,500	2,118	1,382	61%
100 750 07520 00053 531720 CLEANING/ PAPER SUPPLIES	942	375	800	194	909	24%
Subtotal Chamber of Commerce	9,685	13,273	10,450	6,330	4,120	61%
				!		
lotal General Fund Expenses	2,443,827	2,489,873	2,639,534	1,459,768	1,180,292	25%
Constant First Mark Color	200 200	(200 00)	•	C L L		
General Fund Ivet Gain / (Loss)	461,432	(23,631)	5	551,558		

City of Leesburg ~ Water & Sewer Fund				FY 2021		
FY 2021 Budget to Actual Report by line item	FY 2019 Andited	FY 2020 Andited	EV 20071	Actual Revenues &	Romaining	Percentage
	Revenues & Expenditures	Revenues & Expenditures	Approved Budget	Expenditures 01/31/2021	FY 2021 Budget	Actuals to Budget Used
WATER AND SEWER FUND REVENUE						
505 033 33400 33430 334302 DIRECT CDBG 16P-X-088-	480,000	ı	1	1	1	
034	463,076	547,585	539,135	323,115	216,020	%09
505 034 34400 34420 344211 WATER TAP FEES	9,500	18,350	10,000	8,750	1,250	88%
505 034 34400 34420 344212 RECONNECTION FEE	13,002	5,749	12,510		12,510	%0
505 034 34400 34420 344213 WATER PENALTY	25,267	20,302	27,000	8,235	18,765	31%
505 034 34400 34420 344214 WATER FUND BEGINNING BAL		1	230,000		230,000	%0
505 034 34400 34425 344255 SEWER SALES	446,757	499,990	482,636	303,722	178,914	%89
505 034 34400 34425 344256 SEWER TAP FEES	6,435	23,595	10,000	8,580	1,420	%98
505 034 34900 34900 349300 BAD CHECK FEE	910	296	1,500	245	1,255	16%
505 034 36100 36100 361000 INTEREST	9/8/9	2,441	5,000	1,747	3,253	35%
505 038 38300 38300 383010 INSURANCE PROCEEDS	8,280	2,000	-		ı	
505 038 38900 38900 389000 OTHER MISCELLANEOUS INCOME	226	1,542	-	398	(398)	
505 038 38900 38900 389005 CASH OVER/SHORT	(89)	-	ı	(10)	10	
505 039 39100 39100 391200 TRANSFER IN-OTHER FUNDS	1	83,378	1	41,689	(41,689)	
505 039 39380 39380 393800 CAPITAL CONTRIBUTIONS	81,400	55,537	•		E	
505 061 61100 61100 612000 TRANSFER OUT - OTHER FUNDS	(300,000)		•			
505 039 39100 39100 391201 Indirect Allocation	(60,519)	(098'69)	(58,922)	(34,371)	(24,551)	28%
Total Water and Sewer Fund Revenue	1,181,393	1,191,705	1,258,859	662,100	596,759	23%
WATER AND SEWER FUND EXPENSES						
SEWER DEPARTMENT				T .		000000000000000000000000000000000000000
505 400 04330 00051 511100 REGULAR EMPLOYEES	82,220	86,199	85,921	52,155	33,765	61%
400 04330 00051	1,145	1,330	3,026	746	2,280	25%
505 400 04330 00051 511199 LONGEVITY	1,399	1,473	1,513	1,470	43	92%
505 400 04330 00051 511300 OVERTIME	5,273	5,072	5,534	2,440	3,094	44%
505 400 04330 00051 512100 EMPLOYEE GROUP INSURANCE	4,849	4,762	13,140	3,113	10,027	24%
505 400 04330 00051 512200 FICA	6,642	7,019	7,567	4,383	3,184	28%
505 400 04330 00051 512400 RETIREMENT	5,555	4,958	6,475	3,777	2,698	28%
505 400 04330 00051 512415 457b plan cont	1,100	1,508	1,580	1,484	96	94%
505 400 04330 00051 512700 WORKERS' COMPENSATION	492	1,429	1,425	1,269	156	89%

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					Unaudited		
EV 2021 Budget to Actual Bonart by line item	the line item	FY 2019	FY 2020		Actual		Percentage
		Audited	Audited	FY 2021	Revenues &	Remaining	of FY 2021
		Revenues &	Revenues &	Approved	Expenditures	FY 2021	Actuals to
		Expenditures	Expenditures	Budget	01/31/2021	Budget	Budget Used
505 400 04330 00051 51.	400 04330 00051 512910 VEHICLE ALLOWANCE-CITY MA	2,975	3,000	3,000	1,750	1,250	28%
Total Personnel Services Sewer		111,650	116,751	129,180	72,587	56,593	26%
505 400 04330 00052 52.	505 400 04330 00052 521100 OFFICIAL/ADMINISTRATIVE	1	1	1	2,677	(2,677)	and the state of t
505 400 04330 00052 52	521200 ATTORNEY & LEGAL FEES	1		l l			
505 400 04330 00052 52	00052 521201 COMPUTER SUPPORT FEES	8,080	7,259	7,500	4,859	2,641	65%
505 400 04330 00052 52	00052 521220 ENGINEERING FEES	1,410		4,000	200	3,500	13%
505 400 04330 00052 52	521225 BAD DEBT EXPENSE	1				•	
505 400 04330 00052 52	521230 AUDITOR FEES	3,549	3,549	3,810	3,780	30	%66
505 400 04330 00052 52	521250 WATER TESTING	1				-	
505 400 04330 00052 523	522210 EQUIPMENT REPAIR & MAINT	37,459	22,571	18,000	1,205	16,795	7%
505 400 04330 00052 523	522220 Building Repair & Maint	1				1	
505 400 04330 00052 523	522240 TIRES AND TUBES	1					
505 400 04330 00052 522	522320 EQUIPMENT RENTAL	ı				1	
505 400 04330 00052 523	523100 INSURANCE, OTHER THAN EMP	18,399	19,363	21,609	11,892	9,717	55%
505 400 04330 00052 523	523200 COMMUNICATIONS	14,005	11,520	11,900	5,178	6,722	44%
505 400 04330 00052 523	523210 POSTAGE			300		300	%0
505 400 04330 00052 523	523226 WATERSHED MON CONTRACT (T		2,200	6,200	1,670	4,530	27%
	523300 ADVERTISING	48		400	288	112	72%
505 400 04330 00052 523	523505 TRAVEL-EMPLOYEE	ı		200		200	%0
505 400 04330 00052 523600 DUES AND FEES	3600 DUES AND FEES	3,488	1,335	1,500	416	1,084	28%
Total Contracted Services Sewer Dept	r Dept	86,437	161,797	75,719	32,465	43,254	43%
505 400 04330 00053 53:	505 400 04330 00053 531230 ELECTRICITY-PUMP/LIFT STATIONS	28,596	26,647	22,143	8,568	13,575	39%
505 400 04330 00053 533	531270 GAS & OIL	2,534	1,714	1,200	1,939	(739)	162%
505 400 04330 00053 53	531600 SMALL EQUIPMENT	ı		1		1	
505 400 04330 00053 533	531700 OFFICE SUPPLIES	813	829	1,000	695	305	%69
505 400 04330 00053 53	531900 SEWER SUPPLIES	2,535	7,358	5,400	5,378	22	100%
Total Suplies Sewer Dept		34,479	36,547	29,743	16,581	13,162	26%
505 400 04330 00054 54.	505 400 04330 00054 542200 CAPITAL OUTLAY-NEW VEHICL	1		ı		1	
505 400 04330 00054 542	542500 CAPITAL OUTLAY-OTHER EQUI	1		ı		J	
505 400 04330 00054 542	542530 2014 I & I CAPITAL PROJEC	1		1		1	
505 400 04330 00054 542	542531 PUBLIC WORKS W/S EXTENSIO	1		4		1	

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								Unaudited		
EV 2021 Budget to Artical Bonort by line item		tion Do	north by R		FY 2019	FY 2020		Actual	i e	Percentage
					Audited	Audited	FY 2021	Revenues &	Remaining	of FY 2021
			Ale Ale Ale Ale Ale Ale Ale Ale Ale Ale		Revenues &	Revenues &	Approved	Expenditures	FY 2021	Actuals to
				Actual Ac	Expenditures	Expenditures	Budget	01/31/2021	Budget	Budget Used
505 400	04330 (95000	561000 [505 400 04330 00056 561000 DEPRECIATION	263,876	260,323	100,000	58,333	41,667	28%
Total Depreciation Sewer Dept	ciation Se	wer De	apt		263,876	260,323	100,000	58,333	41,667	28%
505 400	04330 C	70057	579000 c	505 400 04330 00057 579000 CONTENGIENCY	6,748	1	25,000	1	25,000	%0
Total Other Costs Sewer Dept	Costs Sev	ver Deg	×		6,748	1	25,000		25,000	%0
505 400	400 04330 00058		581301	581301 GEFA DWSRF 11-015	7,145	6,714	6,275	540	5,735	%6
505 400 04330 00058	04330 C		582000	582000 INTEREST PAID ON NOTES	1					
Total Debt Service Sewer Dept	ervice Se	Wer De	pt		7,145	6,714	6,275	540	5,735	%6
Subtota	Subtotal Sewer Department	Depart	ment		510,334	488,132	365,917	180,506	185,412	49%
SEWAGE TREATMENT PLANT	TREATA	MENT	PLANT							
505 400	04335 0	00051	511100 F	511100 REGULAR EMPLOYEES	68,910	75,959	73,976	47,076	26,900	64%
505 400	04335 0	00051	511101 F	511101 REGULAR EMPLOYEES VAC SELL BACK	445	488	2,785	488	2,297	18%
505 400	04335 0	00051	511199	511199 LONGEVITY	1,316	1,393	1,393	1,393	1	100%
505 400	04335 0	00051	511300	511300 OVERTIME	11,976	13,085	11,097	8,122	2,975	73%
505 400	04335 0	00051	512100 E	512100 EMPLOYEE GROUP INSURANCE	936	410	12,957	374	12,583	3%
505 400	04335 0	00051	512200 FICA	FICA	6,421	6,888	6,822	4,327	2,495	%89
505 400	04335 0	00051	512400 F	512400 RETIREMENT- Pension	5,058	4,882	6,350	3,704	2,646	28%
505 400	04335	00051	512415 4	512415 457b plan cont	384	384	384	224	160	28%
505 400	04335 0	00051	512700 \	512700 WORKERS' COMPENSATION	294	1,887	1,298	1,115	183	%98
505 400	04335 0	00052	521150 S	521150 SLUDGE DISPOSAL	10,578	5,213	12,000		12,000	%0
505 400	04335 0	00052	521250 \	521250 WATER TESTING	34,918	35,293	35,000	15,281	19,719	44%
505 400	04335 0	00052	522250 \	522250 VEHICLE REPAIR	286	1,299	1,000	245	755	24%
505 400	04335 0	00052	522310	522310 UNIFORMS	822	495	800	295	505	37%
505 400	04335 0	00052	523505 1	523505 TRAVEL-EMPLOYEE	1,867	410	1,200		1,200	%0
505 400	04335 0	00052	523700 E	523700 EDUCATION & TRAINING	1,625	730	1,000	180	820	18%
505 400	04335 0	00053	531230 E	531230 Electricity	46,195	48,592	50,935	22,815	28,120	45%
505 400	04335 0	00053	531701 (531701 Other Supplies	1,884	895	800	446	354	26%
505 400	04335 0	00053	531885 (531885 Chemicals for Plant	21,049	32,873	30,000	8,272	21,728	78%
505 400		- 1	522200 \	522200 WWTF Repairs & Maintenance	24,939	13,860	17,000	4,220	12,780	722%
	- 1	- 1	542200 1	542200 TRUCKS AND AUTOS	1	ı	ſ		1	
505 400	04335 0	00057	7 002082							

City of Leesburg ~ Water & Sewer Fund				FY 2021 Unaudited		
FY 2021 Budget to Actual Report by line item	FY 2019 Audited Revenues &	FY 2020 Audited Revenues &	FY 2021 Amproved	Actual Revenues & Expenditures	Remaining EV 2021	Percentage of FY 2021 Activals to
	Expenditures	Expenditures	Budget	01/31/2021	Budget	Budget Used
Total Sewage Treatment Plant	240,606	245,035	266,797	118,577	148,219	44%
Subtotal Sewage Treatment Plant	240,606	245,035	266,797	118,577	148,219	44%
Water Department			Y.			
505 400 04400 00051 511100 REGULAR EMPLOYEES	121,628	133,071	137,939	83,081	54,858	%09
505 400 04400 00051 511101 REGULAR EMPLOYEES VAC SELL BACK	1,735	2,117	4,741	1,098	3,642	23%
400 04400 00051	2,123	2,264	2,370	2,256	114	95%
400 04400 00051	13,027	12,491	11,373	6,555	4,818	28%
400 04400 00051	11,213	11,027	25,477	7,276	18,200	79%
505 400 04400 00051 512200 FICA	10,558	11,195	12,188	7,037	5,151	58%
505 400 04400 00051 512400 RETIREMENT	11,699	16,405	10,378	6,054	4,324	28%
505 400 04400 00051 512415 457b plan cont	1,328	1,721	1,892	1,603	289	85%
505 400 04400 00051 512700 WORKERS' COMPENSATION	1,198	3,618	3,604	3,115	489	%98
505 400 04400 00051 512910 VEHICLE ALLOWANCE	2,975	3,000	3,000	1,750	1,250	58%
Total Personal Services Water Dept	177,485	116,911	212,961	119,825	93,136	26%
505 400 04400 00052 521100 OFFICIAL/ADMINISTRATIVE	-	ŧ	1	2,677	(2,677)	
505 400 04400 00052 521200 ATTORNEY & LEGAL FEES	1		200		200	%0
505 400 04400 00052 521201 COMPUTER SUPPORT FEES	7,900	7,042	7,000	4,759	2,241	%89
505 400 04400 00052 521220 ENGINEERING FEES	1,800	2,973	3,000		3,000	%0
505 400 04400 00052 521230 AUDITOR FEES	6,422	6,422	6,391	6,840	(449)	107%
505 400 04400 00052 521250 WATER TESTING	1,954	5,414	3,500	1,754	1,746	20%
505 400 04400 00052 522210 EQUIPMENT REPAIR & MAINT	16,929	3,694	2,000	433	1,567	22%
505 400 04400 00052 522220 BUILDING REPAIR & MAINT	2,800	2,500	1,000		1,000	
505 400 04400 00052 522240 TIRES AND TUBES	1				I	
505 400 04400 00052 522250 VEHICLE REPAIR	802		200		200	
505 400 04400 00052 522310 UNIFORMS	1				1	
505 400 04400 00052 522320 EQUIPMENT RENTAL					1	
505 400 04400 00052 523100 INSURANCE, OTHER THAN EMP	18,399	19,363	21,609	12,892	8,717	%09
505 400 04400 00052 523200 COMMUNICATIONS	9,376	9,160	9,720	2,914	908′9	30%

City of Leesburg ~ Water & Sewer Fund				FY 2021		
				Unaudited		
EY 2021 Budget to Actual Report by line item	FY 2019	FY 2020		Actual		Percentage
	Audited	Audited	FY 2021	Revenues &	Remaining	of FY 2021
	Revenues &	Revenues &	Approved	Expenditures	FY 2021	Actuals to
	Expenditures	Expenditures	Budget	01/31/2021	Budget	Budget Used
505 400 04400 00052 523210 POSTAGE	102	93	400	47	353	12%
505 400 04400 00052 523300 ADVERTISING	516	360	009	152	448	25%
505 400 04400 00052 523505 TRAVEL-EMPLOYEE	3,134	1,514	200	(1/20)	1,260	-152%
505 400 04400 00052 523600 DUES AND FEES	3,427	1,304	1,400	377	1,023	27%
Total Contracted Services Water Dept	73,561	59,838	57,820	32,085	25,735	25%
1	19,351	22,169	24,104	11,492	12,612	48%
505 400 04400 00053 531270 GAS & OIL	1		200		200	%0
505 400 04400 00053 531600 SMALL EQUIPMENT	ŀ				1	
505 400 04400 00053 531700 OFFICE SUPPLIES	777	754	1,500	471	1,029	31%
505 400 04400 00053 531870 WATER SUPPLIES	11,078	10,429	20,000	12,747	7,253	64%
505 400 04400 00053 531885 CHEMICALS	4,761	5,178	2,000	3,322	3,679	47%
Total Suplies Water Dept	35,967	38,530	53,104	28,032	25,072	53%
505 400 04400 00054 542200 CAPITAL OUTLAY-NEW VEHICL	1		ı			
505 400 04400 00054 542500 CAPITAL OUTLAY-OTHER EQUI	1		1			
505 400 04400 00054 542533 WATER TANK MAINTENANCE		43,129	43,129		43,129	%0
505 400 04400 00054 542534 WATER LINE IMPROVEMENTS	1		1			
Total Capital Outlays Water Dept	١	43,129	43,129	ı	43,129	%0
505 400 04400 00056 561000 DEPRECIATION	100,000	100,000	100,000	58,333	41,667	58%
Total Depreciation Water Dept	100,000	100,000	100,000	58,333	41,667	28%
505 400 04400 00057 579000 CONTENGIENCY	1		25,000	104	24,897	%0
505 061 61100 61100 612000 TRANSFER OUT - OTHER FUNDS	1	50,000	100,000	58,333	41,667	
Total Other Costs Water Dept	•	20,000	125,000	58,437	66,563	47%
505 400 04400 00058 582000 INTEREST PAID ON NOTES	40,970	38,345	34,131	3,319	30,812	10%
Total Water Dept Debt Service	40,970	38,345	34,131	3,319	30,812	10%
Subtotal Water Department	427,982	526,753	626,145	300,031	326,114	48%

City of Leesburg ~ Water & Sewer Fund				FY 2021 Unaudited		
FY 2021 Budget to Actual Report by line item	FY 2019 Audited	FY 2020 Audited	FY 2021	Actual Revenues &	Remaining	Percentage of FY 2021
	Revenues & Expenditures	Revenues & Expenditures	Approved Budget	Expenditures 01/31/2021	FY 2021 Budget	Actuals to Budget Used
Total Water and Sewer Expenses	1,178,923	1,259,921	1,258,859	599,114	659,745	48%
Water and Sewer Net Gain / Loss	2,471	(68,216)	(0)	62,986		
Plus Unfunded Depreciation	363,876	360,323	200,000	116,667		
Less Principal Debt Reduction	162,919	193,236	182,161	28,628		
Less Other investment in capital						
Less Operational Transfer to General Fund	1		1	-		
Net affect on Cash Reserves increase / (decrease)	203,428	98,871	17,839	151,024		



NOTICE OF PUBLIC HEARING CONDITIONAL USE APPLICATION

Eshonda Blue (Z21-001): has submitted an application to the Lee County Planning Commission requesting a conditional use for a six-resident group home. The property owner is William R. Nessola and the applicant is Eshonda Blue. The property is zoned R-1 (Single-Family Residential District) and is located at 460 Walnut Avenue South, Land lot 77, 2nd Land District, Lee County, Georgia within the City of Leesburg.

The Lee County Planning Commission will conduct a public hearing on the zoning request on <u>Thursday.</u> <u>March 4, 2021 at 6:00 p.m.</u> at the T. Page Tharp Governmental Building, Opal Cannon Auditorium, 102 Starksville Avenue North, Leesburg, GA. The Planning Commission will forward its recommendation to the Leesburg City Council.

The Leesburg City Council will conduct a public hearing and final vote on Tuesday, April 6, 2021 at 6:00 p.m. at City Hall, 107 Walnut Avenue North, Leesburg, GA.

Persons with special needs relating to handicapped accessibility or foreign language interpretation should contact the ADA Coordinator at (229) 759-6000 or through the Georgia Relay Service (800) 255-0056 (TDD) or (800) 355-0135 (voice). This person can be contacted at the T. Page Tharp Building in Leesburg, Georgia between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and will assist citizens with special needs given proper notice of seven (7) working days. The meeting rooms and buildings are handicap accessible.

Meetings of the Planning Commission and the Board of Commissioners are open to the public. Georgia law requires that all parties who have made campaign contributions to any member of the Board of Commissioners in excess of two hundred fifty dollars (\$250) within two (2) years immediately preceding the filling of this request, and who desire to appear at the public hearing in opposition to the application, shall, at least five (5) days prior to the public hearing, file a campaign contribution report with the Lee County Planning Commission.

Persons with special needs relating to handicapped accessibility or foreign language interpretation should contact the ADA Coordinator at (229) 759-6000 or through the Georgia Relay Service (800) 255-0056 (TDD) or (800) 355-0135 (voice). This person can be contacted at the T. Page Tharp Building in Leesburg, Georgia between the hours of 9:00 a.m. and 4:00 p.m.; Monday through Friday, except holidays, and will assist citizens with special needs given proper notice of seven (7) working days. The meeting rooms and buildings are handicap accessible.



Lee County / Leesburg / Smithville Planning Commission

CHRIS GUARNIERI, CHAIRMAN CLAY GRIFFITH, VICE CHAIRMAN
CHAD ARNOLD, DARREL FINNICUM, JIM QUINN, JASON SHEFFIELD, RICKY WATERS

Georgia law requires that all parties who have made campaign contributions to any member of the Lee County Board of Commissioners, Leesburg City Council or Smithville City Council, in excess of two hundred fifty dollars (\$250) within two years immediately preceding the filing of this request, and who desire to appear at the public hearing in opposition to the application shall at least five days prior to the public hearing file a campaign contribution report with the Lee County/Leesburg/Smithville Planning Commission.

AGENDA March 4, 2021 T. Page Tharp Governmental Building Opal Cannon Auditorium 6:00 P.M.

- I. CALL MEETING TO ORDER
- II. READING OF GEORGIA LAW REGARDING CAMPAIGN CONTRIBUTIONS
- III. APPROVAL OF MINUTES February 4, 2021
- IV. NEW BUSINESS

COUNTY LAND USE APPLICATION

Mark Reese (Z21-002): has submitted an application to the Lee County Planning Commission requesting to re-zone a total of 9.710 acres from I-2 (Heavy-Industrial District) to R-1 (Single-Family Residential District). The property owner is Mark Reese. Parcel numbers 169246022 and 169267007 of land being part of Land Lots 246 and 267 of the Second Land District, Lee County, Georgia.

The Lee County Planning Commission will conduct a public hearing on the zoning request on <u>Thursday, March 4, 2021 at 6:00 p.m.</u> at the T. Page Tharp Governmental Building, Opal Cannon Auditorium, 102 Starksville Avenue North, Leesburg, GA. The Planning Commission will forward its recommendation to the Lee County Board of Commissioners.

The Lee County Board of Commissioners will conduct a public hearing on **Tuesday**, **March 9**, **2021 at 6:00 p.m.** with a final vote on **Tuesday**, **March 23**, **2021 at 6:00 p.m.** at the T. Page Tharp Governmental Building, Opal Cannon Auditorium, 102 Starksville Avenue North, Leesburg, GA.

CONDITIONAL USE APPLICATION

Eshonda Blue (Z21-001): has submitted an application to the Lee County Planning
Commission requesting a conditional use for a six-resident group home. The property
owner is William R. Nessola and the applicant is Eshonda Blue. The property is zoned R-1
(Single-Family Residential District) and is located at 160 Walnut Avenue South, Land lot
77, 2nd Land District, Lee County, Georgia within the City of Leesburg.



The Lee County Planning Commission will conduct a public hearing on the zoning request on <u>Thursday, March 4, 2021 at 6:00 p.m.</u> at the T. Page Tharp Governmental Building, Opal Cannon Auditorium, 102 Starksville Avenue North, Leesburg, GA. The Planning Commission will forward its recommendation to the Leesburg City Council.

The Leesburg City Council will conduct a public hearing and final vote on **Tuesday, April** 6, 2021 at 6:00 p.m. at City Hall, 107 Walnut Avenue North, Leesburg, GA.

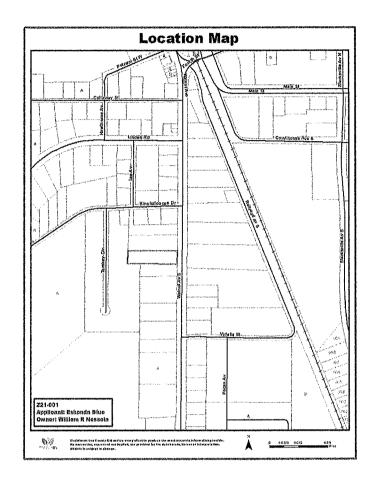
Persons with special needs relating to handicapped accessibility or foreign language interpretation should contact the ADA Coordinator at (229) 759-6000 or through the Georgia Relay Service (800) 255-0056 (TDD) or (800) 355-0135 (voice). This person can be contacted at the T. Page Tharp Building in Leesburg, Georgia between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and will assist citizens with special needs given proper notice of seven (7) working days. The meeting rooms and buildings are handicap accessible.

- V. OLD BUSINESS
- VI. ADJOURNMENT

Agenda Subject to Change

Persons with special needs relating to handicapped accessibility or foreign language interpretation should contact the ADA Coordinator at (229) 759-6000 or through the Georgia Relay Service (800) 255-0056 (TDD) or (800) 355-0135 (voice). This person can be contacted at the T. Page Tharp Building in Leesburg, Georgia between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and will assist citizens with special needs given proper notice of seven (7) working days. The meeting rooms and buildings are handicap accessible.

STAFF ANALYSIS AND REPORT CONDITIONAL USE APPLICATION Z21-001



APPLICANT: Eshonda Blue/Blue Wright Opportunity Zone Holdings, LLC

OWNER: William R. Nessola

PROPERTY LOCATION: 160 Walnut Ave S Leesburg, Georgia 31763, Lee County

CURRENT ZONING/USE: R-1 (Single Family-Residential District)

Single Family Residential Neighborhood

PROPOSED USE: Group Home for 6 Elderly Residents

MEETING INFORMATION:

102 Starksville Avenue N, Opal Cannon Auditorium, Leesburg, GA

Planning Commission: Thursday, March 4, 2021 at 6:00 P.M

City of Leesburg, 107 Walnut Ave N, Leesburg, GA

Public Hearing/Final Vote: Tuesday, April 6, 2021 at 6:00 P.M.

RECOMMENDATION: Conditional Approval

BASIC INFORMATION

Eshonda Blue, (Purchaser and Partner of Blue Wright Opportunity Zone Holdings, LLC) has submitted an application to the Lee County, Leesburg and Smithville Planning Commission, requesting a Conditional Use permit to operate a group (personal care home) for six residents (senior citizens) in the R-1 (Single-Family Residential District). The property is located at 160 Walnut Avenue S, Leesburg, Georgia.

Group homes must be licensed by the appropriate state agency, and must have a conditional use permit granted by the City of Leesburg, prior to opening. Licensing will be determined by the Georgia Department of Community Health, which regulates the operation of personal care homes, defined as "any dwelling, whether operated for profit or not, which undertakes through its ownership or management to provide or arrange for the provision of housing, food service, and one or more personal services for two or more adults who are not related to the owner or administrator by blood or marriage."

According to Leesburg's Code of Ordinances, "a group home is a residential use (home) of a property for the care of individuals in the home environment which have mental and/or developmental disabilities or individuals who will benefit socially from living in a group environment. All group homes must be licensed by the appropriate state agency and must have a conditional use permit granted by the City of Leesburg prior to opening."

EVALUATION based on Appendix A-Zoning, Article III, Section 3.14 Conditional Uses

Conditional use: A use, which within certain districts specified by this chapter is not permitted as a matter of right, but may be permitted within these districts by the city council, after the planning commission has:

- (1) Reviewed the proposed site plans for the use, its arrangement and design, its relationship to neighboring property and other conditions peculiar to the particular proposal which would determine its desirability or undesirability; and
- (2) Has found the proposal not to be contrary to the intent of this chapter. All conditional use applications will follow the same public notice, public hearing and review process as any application for rezoning.

Conditional Use Review Criteria

The proposed use shall not be contrary to the purpose of the Zoning Ordinance

Subject property is zoned R-1 (Single-Family Residential District) and developed for single family residential uses. The existing home is part of an established, stable neighborhood primarily consisting of mid-century homes. Group homes are allowed in the R-1 (Single-Family Residential District), pending approval for a conditional use permit.

The proposed use as a group home (personal care home for six senior citizens) could be a compatible use to neighboring homes. The 1,938 square foot home contains three bedrooms

and two bathrooms; each bedroom will be shared by two residents. The rear of the parcel abuts the Housing Authority and Cheshire Park. The home will provide residential services where clients will live with 24 hour supervision.

Group homes require one parking space per 2 beds and one space per employee on shift of greatest employment (6 beds = 3 + 1 employee = 4), four parking spaces are required.

The R-1 (Single-Family Residential District) is composed of certain areas having a single-family residential character and undeveloped land where it is desirable and likely that similar development will occur. This district is characterized by medium density residential development. The specific purpose of this district is to:

- (1) Encourage the construction and continued use of the land for single-family dwellings;
- (2) Prohibit business, commercial or industrial use of the land, and to prohibit any other use which would substantially interfere with development or maintenance of single-family dwellings in the district;
- (3) Encourage the discontinuance of existing uses that would not be permitted as new uses under the provisions of these regulations;
- (4) Discourage any land use that would generate traffic on minor or local streets, other than normal traffic to serve residences on those streets;
- (5) Discourage any use which, because of its size or character would create requirements and costs for public services such as fire and police protection, water supply and sewerage substantially in excess of such requirements and costs if the district were developed solely for residential purposes.

The proposed group home is consistent with Leesburg's Zoning Ordinance and the intent of the R-1 Zoning Districts.

The proposed use shall not be detrimental to the use or development of adjacent properties or the general neighborhood nor affect adversely the health and safety of residents and workers.

The proposed use of a group home for six residents and a caregiver, in the existing single- family home, should be compatible with the existing neighborhood. Subject property is located in a built-out residential subdivision of single family homes along Walnut Ave.

Health and safety policies required by the Georgia Department of Community Health for an approved license will be implemented and monitored. There should be no adverse effects to adjacent properties, to the neighborhood or to residents and staff of the group home. The proposed use shall not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement, noise or fume generation, or type of physical activity.

Impact on Transportation Network: Staff estimates that the impact of the group home on the surrounding transportation network would be as follows:

Georgia Department of Transportation 's 2019 traffic count identified 9,800 vehicles on Walnut Avenue S, which has a capacity of 14,000 vehicles. According to Trip Generation, 10th Edition, ITE, 2018, an assisted living single-family dwelling could generate 2.60 weekday trips per bed.

Based on this estimate, six beds could generate approximately 15.60 daily weekday trips; a single-family home could generate 9.44 weekday trips. The group home should not impact traffic flow on Walnut Ave. A group home for six residents and requisite staff should not constitute a nuisance or hazard, as it will be operating in a similar manner to a single family home. Traffic generation of staff should simulate daily, weekday trips of adjacent single family homes- staff arriving and leaving for work shifts- similar to neighbors leaving for and returning from work. There should be no adverse effects to the adjacent properties.

The proposed use shall not be affected adversely by the existing uses; and the proposed use will be placed on a lot of sufficient size to satisfy the space requirements of said use.

The personal care home is a similar use, to adjacent single family homes, and is sited on a residential lot, adequate in size to support the use.

The parking and all development standards set forth for each particular use for which a permit may be granted have been met

Four off-street parking spaces are required to meet Leesburg Code of Ordinances for off-street parking for senior citizen homes.

Planning Considerations

In 2018, the Planning Commission requested staff research and draft a Text Amendment related to Community Residence requirements, in an effort to address the regulations of non-traditional living arrangements, in existing single-family residential neighborhoods, as well as in other zoning districts throughout the community. This action occurred in response to concerns, that these types of living arrangements could impact the residential character of the neighborhoods, in which they are located. The text amendment was designed to help protect the character and stability of the county's neighborhoods, while also maintaining a non-institutional setting for this type of housing, and compliance with the Fair Housing Act.

According to Georgia Department of Community Health (DCH) Licensing and Regulations, community residences may include Family Personal Care Homes of 2-6 residents; Group Personal Care Homes of 7-15 residents and Congregate Personal Care Homes of 16+ residents; Child Caring Institutions (Child-Welfare facilities); Recovery Residences, Transitional Housing, Structural Housing, Rooming, Lodging or Boarding houses.

Staff prepared text amendments, which incorporated several changes including:

- Community Residence Requirements including application, occupancy, parking, distance separation, designation of agent, site plan, floor plan, construction/modification building plans and improvements, etc.
- · Definitions of community residences according to DCH regulations
- Deletion of current definitions so personal care homes, group homes and halfway houses
- Permitted and Conditional Uses of community residences in Zoning Districts

Lee County adopted the ordinance revisions. The Cities of Leesburg and Smithville have not revised their ordinances.

Currently, the Leesburg Zoning Ordinance allows personal care homes, group homes and halfway houses after conditional use approval, in residential zoning districts.

STAFF RECOMMENDATION

Based on the review criteria, the proposed group home should not be detrimental to the health, safety and general welfare of the city. However, staff recommends the proposed use be subject to the Community Residence Text Amendments adopted by Lee County (attached); specifically, the following sections:

Personal care home: A building or buildings in which housing, meals and 24 hour continuous watchful oversight for 2 or more adults are provided and which facility is licensed or permitted as a personal care home by the State of Georgia. The term "personal care home" shall not include a child caring institution, transitional housing, or a rehabilitation housing facility, a rooming house, a boarding house, or any other facility which provides residential services for federal, state, or local correctional institutions. A personal care home includes a community living arrangement, which is an establishment licensed by the state which undertakes, through their ownership or management, to provide or arrange for the provision of daily personal services, care, or treatment for 2 or more adults who are not related to the owner or administrator and whose residential services are financially supported, in whole or in part, by funds designated to the Department of Behavioral Health and Developmental Disabilities. The term also includes memory care units which provide memory care services in a secure environment. There are three types of personal care homes; however, the subject property and proposed use meets the definition of a family personal care home.

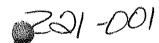
<u>Family personal care home</u>: a personal care home of any family-type residence, which is non-institutional in character, and which offers care for 2 to 6 adults; relating to conditional uses in R-1 (Single-Family Residential) is hereby amended by deleting "group homes" and "halfway houses" and adding to such conditional uses "family personal care home (5-6 residents)".

Community Residences: Personal Care Home off-street parking requirements 1/each 2 beds + 1/employee on shift of greatest employment or State License requirements, whichever requires more parking spaces. The proposed use is consistent with the family personal care home definition.

Four off-street parking spaces are required to meet Leesburg Code of Ordinances. Every parking space shall measure not less than nine feet in width, measured perpendicularly between parking stripes and not less than 18 feet in length. Comply with Community Residence Ordinance.







LEE COUNTY CITY OF LEESBURG CITY OF SMITHVILLE

CONDITIONAL USE APPLICATION

OWNER William R Nessola		######################################		
ADDRESS 202 Valley Ridge Ln, Jackson				_
DAYTIME PHONE # <u>910-381-1843</u>	EMAII	<u>. william</u>	.nessola@gmaɪl.com	-
ADDRESS OR LOCATION OF PROPERT				
In order that the general health, safety and v substantial justice maintained, I (We) the ur hereinafter described				
Present Zoning R-1 Preser	nt Use of I	Property _	Single Family	****
077 Land Lot Number 02	2Lan	d District	# of Acres	
The subject property is described as follow A home in great condidtion in which the bu		to maintai	n a license 6 elderly resident grou	<u>p</u> home
Why are you requesting a conditional use? We would like to have a group home for 6 elder have had great success in being a great neight	ly resident oor in the c	s We have ommunity L	done this in multiple cities and eesburg is in need of this service and	userinini - - -
we are here to serve the community ALSO ATTACH (1 copy of each)				
ALSO ATTACH (1 copy of each)			and 11 x 17)	L
			on Containing Metes and Bounds	
I hereby certify that I am the owner and/or I	and the state of t		ner, in fee simple of the above-	Markabay karang kalung kal
described p WITNESS	dotloop verified 02/10/21 11:49 YSSY-RP3W-IYQ	AM EST U-6VOE NER	William Nessola	dotloop verified 02/10/21 11:54 AM ES YA9F-BTCD-RIA5-NXK1
DATE 02/10/2021 Application Fee: \$375 CKH Date Paid	% 2/10/20	DATE	02/10/2021 eccived by Should Sho	2lfon
			<u> </u>	,
In my absence, I authorize the person name action for the application. Applicant Name				
Address721 Felder St., Americus, GA 3170)9	alaylarının dir. (2011-2011)		,
229-942-1671	Email:	blue-wrigh	t@innovativecaregiving.com	_



Date. February 10, 2020

Re 160 Walnut Ave S Leesburg, GA

The plan for the above-mentioned property is a licensed Residential Personal Care Home that will allow up 6 residents to live in the community. Resident type includes Seniors or Individuals with Disabilities The number of employees on site always will be at least 1 employee. The number of total jobs created will include 4 to 6 total jobs. There will be no signage to make it feel like it is a commercial property that would be detrimental to the neighborhood. The existing parking area beside and behind the home is adequate for the proposed property use Leesburg code reads that group home is a residential use of property for care of individuals who will benefit socially living in a group environment and this could not be truer for our residents.

If you have any questions, please contact me at (229) 942-1671 or email me at bluewright@innovativecaregiving.com.

Sincerely.

Eshonda Blue, RN, CEO Innovative Senior Solutions







Senior Solutions Transforming the Care Experience nonarine

Senior Care Network









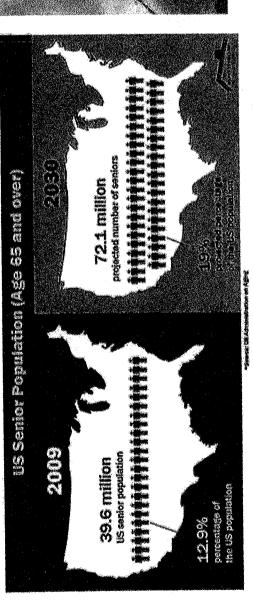


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229-928-3673 • 866-928-3670 • InnovativeSeniorSolutions.com

Senior Statistics

- Everyday, over 1 million people in the U.S. turn age 65.
- In Georgia, 10,000 individuals turn 65 daily.
- Growth: Senior population is expected to double.
- Fun Fact: If all U.S. seniors held hands, they would wrap around the world twice.
- Challenges and Opportunity: 75 percent increase in the number of Seniors needing senior care solutions.





Benefits of Community Care

- States are committed to provide quality care for older adults
- 85% of Seniors desire to stay in their home and community
- strategies that help keep older, rural seniors safely in their home in the communities States are keenly interested in finding

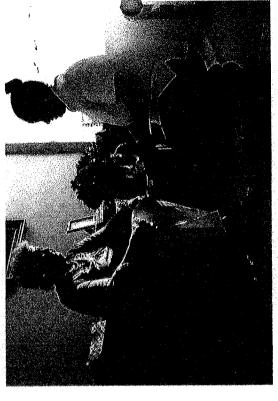
*Reference

Toolkit: Strategies to Support Older Adults Aging in Place in Rural Areas

Meeting Senior Care Needs Every Step of the

- 6 Individuals
- Seniors and Disabled
- Supervised at all times
- Attend Adult Day Center Monday thru Friday

8:00 am to 4:00 pm



Meeting Senior Care Needs Every Step of the

Senetics to Community

- Partner with local Entrepreneur
- Create jobs: 4 to 5
- Senior options to stay in the community





Meeting Senior Care Needs Every Step of the

ABOUTTUS

- Adult Day Health Centers
- Personal Care Homes
- Transportation



Meeting Senior Care Needs Every Step of the 5

Industry Leader - Provider of Choice













PROACTIVE PROGRESSIVE PRO BUSINESS

LEANY AREA







#<u>Z</u>









SOLLOVINO)

Address:

Corporate Office 721 Felder Street

Americus, GA 31709

Phone:

229-380-4719

Website:

www.InnovativeSeniorSolutions.com









Summary

Parcel Number

LSW 059

Location Address

160 WALNUT AVENUE SOUTH LL 77 U.S 19 SOUTH

Legal Description

(Note Not to be used on legal documents)

Tax District Millage Rate LEESBURG (District 01)

Acres

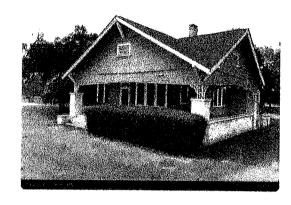
Homestead Exemption

No (SO)

Landlot/District

077/02

View Map



Owner

NESSOLA WILLIAM R 23 ROSEWOOD COURT TWENTYNINE PALMS, CA 92277

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	WALNUT AVENUE AREA	l.ot	0	0	0	0	1

Residential Improvement Information

One Family (Detached)

Style Heated Square Feet Interior Walls

1938 Finished

Exterior Walls Foundation

Wood Masonry/Crawl

Attic Square Feet

0

Basement Square Feet Year Built

1964

Roof Type

Asphalt Shingles

Flooring Type

Finished

Heating Type

Central Heat/AC

Number Of Rooms

Number Of Bedrooms Number Of Full Bathrooms

Number Of Half Bathrooms Number Of Plumbing Extras

Value

\$70,700

Condition

Average

Fireplaces\Appliances

Const 1 sty 1 Box 1

House Address

160 WALNUT AVENUE SOUTH

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Site Imp C	2020	0x0/1	1	
No Value Accessory Bldg/Shed	2020	0x0/0	1	maramatica a factor, objectively, particular and a security of
x**REAR PHOTO OF BUILDING	2004	0x0/0	0	\$0
Carport (Detached)	1996	20x30/0	1	\$200

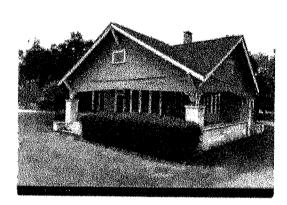
Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/19/2008	1301 192	E 21	\$100,000	Fair Market Value	MOKARI REZA & RASTEGARI HOMA	NESSOLA WILLIAM R
7/1/2004	867 312	E 021	\$54,000	Fair Market Value	MARTIN GUY	MOKARIAND REZA &
7/1/2004	867310	E 021	\$0	Quit Claim	OVERBECK CATHERINE	MARTIN GUY
12/1/1993	156 470	E 21	\$60,000	Data Entry	PIERCE WILLARD E & JANIS L	MARTIN GUY & CATHERINE

Valuation

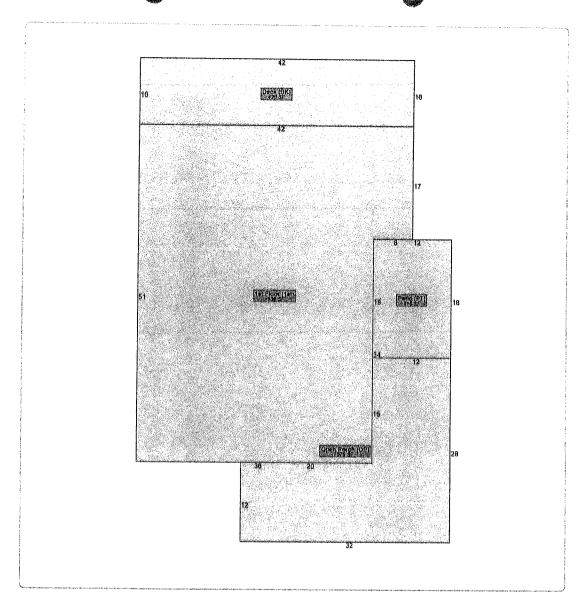
The second of th	2020	2019	2018	2017
Previous Value	\$93 900	\$93 900	\$93 900	\$93 900
Land Value	\$18,000	\$18,000	\$18,000	\$18,000
+ Improvement Value	\$70 700	\$70 700	\$70 700	\$70,700
+ Accessory Value	\$5,200	\$5,200	\$5,200	\$5,200
= Current Value	\$93,900	\$93,900	\$93,900	\$93,900

Photos





Sketches



No data available for the following modules Rural Land, Conservation Use Rural Land, Commercial Improvement Information, Mobile Homes Prebill Mobile Homes, Permits

The Lee County Assessor makes every effort to produce the most accurate information possible. No warranties expressed or implied are provided for the data herein its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

<u>User Privacy Policy</u>

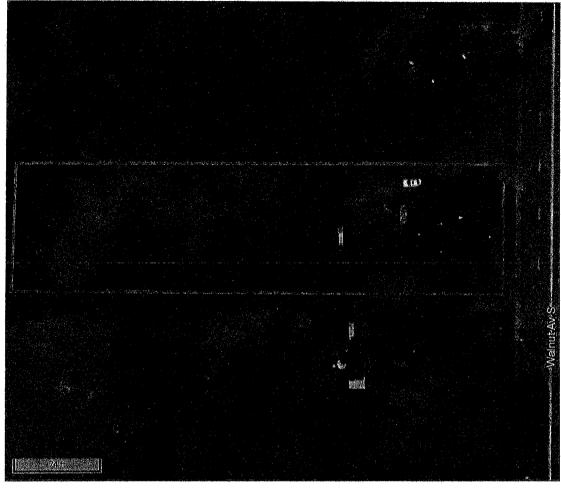
Developed by
Schneider

Last Data Upload. 2/9/2021 7.21.29 PM

GDPR Privacy Notice

Version 2.3.105





Overview

Legend
Parcels
Roads

.parcelDetailsTablePadding td { padding 0 5px 0 5px, }

Parcel ID

LSW 059

Class Code

Residential

Taxing District

LEESBURG

Acres

n/a

Owner

NESSOLA WILLIAM R

23 ROSEWOOD COURT

TWENTYNINE PALMS, CA 92277

Physical Address

160 WALNUT AVENUE SOUTH

Assessed Value

Value \$93900

Last 2 Sales

Date

Price

Reason

Qual

12/19/2008

\$100000



GEORGIA SECRETARY OF STATE

BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Blue Wright Holdings

Business Name Opportunity Zone

LLC

Domestic Limited Business Type

Liability Company

NAICS Code Unknown

721 Felder Street, Principal Office Americus, GA, 31709,

Address USA

State of Formation. Georgia

Control Number. 20026277

Business Status Active/Compliance

NAICS Sub Code

Date of Formation / 2/19/2020

Registration Date.

Last Annual

Registration Year.

REGISTERED AGENT INFORMATION

Name

Registered Agent Blue Wright Opportunity Zone Fund LLC

Physical Address: 721 Felder Street, Americus, GA, 31709, USA

County Sumter

Filing History

Name History

Back

Return to Business Search

Office of the Georgia Secretary of State Attn 2 MLK, Jr Dr Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone. (404) 656-2817 Toll-free (844) 753-7825, WEBSITE https://sos.ga.gov/ © 2015 PCC Technology Group All Rights Reserved Version 6 2 11 Report a Problem?

006171

BOOK 1301 PAGE 0192

AETER RECORDING RETURN TO:
M. JEREMY LYNCH
Post Office Box 2023
Albany, GA 31702

O2 102

 GEORGIA, LEE COUNTY
FILED FOR RECORD ON

TIMEY 30 BOOK 30 PG 192

RECORDED ACCORDED ACCORDED

SONDRA COOK, OLERK
S.C.L.C. GA

WARRANTY DEED

GEORGIA, LEE COUNTY.

THIS INDENTURE, made this 19th day of DECEMBER, 2008 between REZA MOKARI AND HOMA RASTEGARI, of the first part, herein called "Grantor", and WILLIAM R. NESSOLA, of the second part, herein called "Grantee";

WITNESSETH. That the Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee and the heirs, executors, administrators, successors and assigns of Grantee, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF LEESBURG, IN LAND LOT NUMBER 77, SECOND LAND DISTRICT OF LEE COUNTY, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: START AT THE INTERSECTION OF THE CENTER LINE OF KINCHAFCOMER ROAD AND WALNUT STREET (US HIGHWAY 19) TO SOUTH 474 FEET ALONG THE CENTER LINE OF WALNUT STREET *US HIGHWAY .9) TO A POINT; THENCE GO SOUTH 88 DEGREES 33 MINUTES WEST A DISTANCE OF THIRTY FEET TO A POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED (SAID POINT BEING ON THE WEST RIGHT OF WAY OF WALNUT STREET), THENCE GO NORTH 00 DEGREES 24 MINUTES EAST A DISTANCE OF 108.0 FEET TO A POINT;

thence run North 34 degrees 28 minutes 41 seconds West for a distance of 200 feet to a point; thence run North 55 degrees 35 minutes 32 seconds East for a distance of 350 feet to a point on the West right-of-way of U. S. Highway 280 which point is the Point of Beginning.

This conveyance is made subject to an easement held by Georgia Power Company recorded in Deed Book 55, Page 411, Sumter County Deed Records, which is a 150 foot easement traversing the described property.

The following restrictions are to be restrictions running with the land and are restrictions which are binding upon the grantee herein and any successive owners: There shall be no building built less than 35 feet from the right-of-way of U. S. Highway 280; there shall be no building built less than 25 feet from the rear property line; there shall be no building built nearer than 10 feet to the North and South lines of the within described property; and there shall be no buildings or structures built which do not adhere to the Georgia Power line easement regulations and Georgia Power Building restrictions.

Map/Parcel Number: 2721D 189 14

This is a portion of the same property acquired by Robert Lee Pilcher, III by Warranty Deed dated June 9, 1995, recorded in Deed Book 412, at Page 147 in the Office of the Clerk of Sumter County Superior Court.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever, IN FEE SIMPLE.

And the said party of the first part, for his heirs, executors and administrators will warrant and forever defend the right and title to the above described property unto the said party of the second part, his heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal the day and year above written.

Signed, sealed and delivered in the presence of:

RÓBERT LEE PILCHER, III

- The state of the

Notary Public

JON L COOGLE Notary Public, Georgia Macon County My Commission Expires April 13, 2016

<u> Recerdadz</u>

Desity Clark

(Seal)

To: Mr. Bob Alexander

From: Chief C. Prokesh

Date: February 25, 2021

RE: Monthly Report, February-2021

CADs = 1,274

Arrests = 33

Criminal/Investigative:

Municipal Court:

Violation of Georgia Controlled Substance Act = 4 Driving Suspended/Unlicensed = 7

Disorderly Conduct = 1
Criminal Trespass = 4

Violation of DUI Limited Permit = 1

2X Warrant/Arrest for Other Jurisdiction

Superior Court:

Aggravated Stalking = 1

Possession of Firearm during commission of a felony = 1
Possession of Schedule-II Controlled Substance = 1
Possession of Schedule-II Controlled Substance = 1
Possession of a Schedule-IV Controlled Substance = 1

Possession of Drug Related Objects = 1

Simple Assault = 2

Battery = 1

Aggravated Battery = 1

Disrupting Public School = 2 (Juvenile)
Terroristic Threats and Acts = 1 (Juvenile)

Possession of Firearms in School Safety Zone = 1 (Juvenile)

CITATIONS:

Citations = 186

Warnings = 173

Accidents = 10

OTHER:

- 1. RedSpeed Proposal
- 2. Explorers program featured in this coming GMA magazine story

Lee County 911 119 Pinewood Rd Leesburg , GA 31763

CFS By Department - Select Department By Date For Leesburg Police Department 2/1/2021 - 2/25/2021

esburg Police Department	Co	unt	Percer
ABANDONED VEHICLE		1	0.089
ALARM/FIRE/COMMERCIAL		1	0.08
ANIMAL CALLS		1	0.089
AREA CHECK		842 ;	66.09
ASSIST MOTORIST		2	0.169
ATV/ DIRT BIKE COMPLAINT		1	0.089
BURGLARY		2 .	0.16
BUSINESS ALARM	· ·	6	0.47
CALL BY PHONE		3	0.24
QIVIL MATTER		1	0.08
COMPLAINT		2	0.16
CONTACT PERSON		7	0.55
CUSTOMER TROUBLE		1	0.08
DAMAGE TO PROPERTY		4 1	0.31
DELAYED VEHICLE ACCIDENT REPORT		1	0.08
DIABETIC PROBLEMS		1	0.08
DISORDERLY CONDUCT		2	0.16
DISPUTE		1	0.00
DOMESTIC		3	0.24
DRUG INVESTIGATION	•	1 ;	0.08
ESCORT		4	0.31
		1 :	0.08
FAMILY VIOLENCE FIRE/VEHICLE	•	1	0.08
		24 ;	1.80
FOLLOW UP FRAUD		2	0.10
			0,10
FUNERAL ESCORT INFORMATION		8	0,6
		3 .	0,24
INTOXICATED PERSON		1	0,0
INVESTIGATION		9	0.10
JUVENILE PROBLEM	•	4	0.0
LOST/ MISLAID PROPERTY		3	0.2
LOST/STOLEN TAG		8	0.6
MECHANICAL BREAKDOWN	,	1 .	0.0
MENTAL/PSYCHIATRIC	•	ļ	0.10
MISCELLANEOUS		2 2	0.1
No CallType		4	0.3
NOISE COMPLAINT			0.1
OPEN DOORWINDOW		2	0.0
OPEN LINE		1	0.0
PANHANDLING		i '	0.0
PROPERTY RETRIEVAL		i	0.2
RESIDENTIAL ALARM		3	2/25/2021 12

Leesburg Police Department	Count	Percent
ROAD HAZARD	1	0.08%
SEIZURES/CONVULSIONS	1	0,08%
SHOPLIFTING	1	0.08%
SHOTS FIRED	1	0.08%
SIMPLE BATTERY	1	0.08%
SPECIAL DETAIL	10	0.78%
SPEEDING/RECKLESS DRIVING	6	0.47%
SUSPICIOUS ACTIVITY	. 1	0.08%
SUSPICIOUS PERSON/VEHICLE	20	1.57%
THEFT	2	0.16%
THREATS	3	0,24%
TRAFFIC CONTROL	1	0,08%
TRAFFIC LIGHT OUT	1	0.08%
TRAFFIC STOP (CLI)	239	18.76%
TRANSPORT MENTAL HEALTH	1	0.08%
TRANSPORT PRISONER	1	0.08%
TRESPASSING	3 .	0.24%
UNAUTHORIZED USE	1	0.08%
UNKNOWN PROBLEM	1	0.08%
UNLOCK VEHICLE	2	0.16%
VANDALISM	1	0.08%
VEHICLE ACCIDENT	7	0.55%
VEHICLE ACCIDENTY DEER	1	0,08%
VEHICLE ACCIDENT/ HIT AND RUN	1	0.08%
VEHICLE ACCIDENT/ INJURIES	1	0.08%
WALKIN	1	0.08%
WANTED PERSON	2	0.16%
WARRANT SERVICE	1	0.08%
WATER PROBLEMS	1	0.08%
WELFARE CHECK	1	
Total Records For Leesburg Police Department	1274 Dept Calls/Total C	Calls 100.00%

PUBLIC WORKS MONTHLY REPORT JANUARY 27- FEBRUARY- 26-2021

LIFT STATIONS - REMAINS OPERATIONAL [ALL PUMPS OR OPERATIONAL]

LIMBS PICK UP - FOR THE MONTH OF FEBRUARY [7] LOADS

TOTAL CHARGE [0.00]

LIGHTING - NO ACTIVITY

CITY OF LEESBURG PROJECT STATUS

MAN HOLES REPAIR - ARE MOVING FOR WARD REMOVING ROOT BALLS AT CENTRAL PARK

LAVASIDE BRIQUETTES IN HOLING PONDS

- 1. 9th GRADE ACADEMY
- 2. SCHOOL MAINTENANCE SHOP LESLIE HIGHWAY
- 3. LEE COUNTY ELEMENTARY SCHOOL LOVER LANE RD
- 4. YMCA HOLING POND
- 5. CANAL ST HOLING POND
- 6. MATTHEWS FISHING POND HWY32
- 7. DRU CT HOLING POND
- 8. WOODSTONE APARTMENTS HWY32

CULVERTS QUERY

DATE	STREET NAME	TYPE OF CULVERT	DESCRIPTION OF WAR
2-11-21	18 Walnut, Applied Fiber 116 Society St 4+4 Street EAST	Dikk	DESCRIPTION OF WORK
2-22-21	116 Society St	Ditch	Cleaned Backhove bands hove
2-24-21	4+4 Street EAST	Ditcl	Cleaned hand/shove/ed Cleaned Hand/Shove/ed/Rach
Title legal by the legal management of the legal to the legal of the l		DITC	Cleared Hand/Shareles/Rach
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Count of No. Location	Estimated Hours	Class	Туре	Total
emetery		5 Sanitation	DEAD ANIMAL REMOVAL	1
		Sanitation Total		1
	0.05 Total			
Cemetery Total City Hall	~	El Diak un cumplion	PICK UP CASES OF WATER FOR CITY HALL	
Jity Hall	0.2	Pick up supplies		
	0.25 Total	11 tott up gappings		
	0.	3 Sanitation	PICK UP TRASH	
		Sanitation Total		- 2
	0.3 Total	::T2 !		2
	0.4	Maintenance Maintenance Tot	BEAUTIFICATION	
	0.45 Total	Intamenance rou	81	
		5 Sanitation	EMPTY TRASH CANS AT ENTRANCES TO CITY HALL	
		Sanitation Total	4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	- 1
	0.5 Total			1
ity Hall Total				5
ift Stations	1	Water	CHECK LIFT STATION	
	0 Total	Water Total		
		Pick up supplies	[PICK UP SUPPLIES	
	1	Pick up supplies	Total	
	1	Water	CHECK LIFT STATION	- 6
		Water Total		6
		(blank)	(blank)	1
	2 Total	(blank) Total		
		Water	ICHECK LIFT STATION	1 8
		Water Total		
	3 Total			1
ift Stations Total				10
ublic Works	0.48		TRIP TO CONSOLIDATED	1
	0.45 Total	Pick up supplies	lotal	
ublic Works Total	10.40 Total	**************************************		
ervice Address/Street	1	Sanitation	IDELIVER GARBAGE CAN	1 2
			PICK UP BROKEN CAN AND REPLACE WITH NEW CAN	2
			PICK UP GARBAGE CAN	3
			VERIFY # OF TRASH CANS AT THIS LOCATION	1
		Sanitation Total	TOLEADING OFF LAND	8
		Streets	CLEARING OFF LAND FIX POTHOLES	1
	ļ	ļ	INSTALL STREET SIGNS	1
	}		Sign Repair	1
		Streets Total	- Palama Caranani (ada ay may may may may may may may may may	
		Water	CHECK FOR LEAK AND GET READING	3
		ļ	CHECK METER FOR STOPPAGE	1
		1	CHECK WATER PRESSURE	1
		1	GET READING ONLY	2
			LOW WATER PRESSURE REPLACE LID ON METER HOLE IN GROUND	1 1
			REPLACE SHUT OFF VALVE	1
		1	TURN WATER OFF/LOCK METER/PICK UP CAN/GET READING	3 3
			TURN WATER ON	12
			TURN WATER ON DELIVER TRASH CAN GET READING	2
			TURN WATER ON AND GET READING	2
	0 Total	Water Total		31
	The state of the s	Water	TURN WATER OFF AND LOOK METER AND COLUMN	43
	3,03	Water Total	TURN WATER OFF AND LOCK METER AND GET READING	1 1
	0.03 Total			1 1
		Water	TURN WATER ON DELIVER TRASH CAN GET READING	1 2
			TURN WATER ON AND GET READING	1
i	0.05	Water Total		
	0.05 Total	[IA/		3
	0.1	Water	CHECK FOR LEAK AND GET READING	1
			TURN WATER OFF AND LOCK METER AND GET READING	1
			TURN WATER OFF/LOCK METER/PICK UP CAN/GET READING TURN WATER ON	1
			TURN WATER ON TURN WATER ON DELIVER TRASH CAN GET READING	2
			TURN WATER ON DELIVER TRASH CAN GET READING TURN WATER ON AND GET READING	2
		Water Total	THE PROPERTY OF THE PROPERTY O	10
i				1 10
	0.1 Total			
	0.2	Streets Streets Total	FIX POTHOLES	10 2

Service Address/Street		Water	ICHECK FOR LEAK AND GET READING	2
Service Address/Street	0.2	vvaler	CUT WATER BACK ON AFTER BILL PAID ON CUT OFF DAY	2
			Reread Meter TURN WATER OFF/LOCK METER/PICK UP CAN/GET READING	1 1
		Water Total	TURN WATER ON AND GET READING	1 7
	0.2 Total	Ivvater rotal		9
	0.25	Storm Drainage Storm Drainage T	CLEAR OUT DRAIN THAT IS CLOGGED UP	1-1
		Streets	FIX POTHOLES	1
		Streets Total	TOLISHOE METERS VALVE	1
		Water	CHANGE METER VALVE CHECK FOR LEAK AND GET READING	
		1	CUT WATER BACK ON AFTER BILL PAID ON CUT OFF DAY	1 1
			GET READING ONLY Repair Leak	2
			TURN WATER OFF AND LOCK METER AND GET READING	3
			TURN WATER ON TURN WATER ON AND GET READING	2 5
		Water Total	TOWNYLLKONYMBOLT NEWPONO	16
	0.25 Total	Sanitation	IPICK UP BROKEN CAN AND REPLACE WITH NEW CAN	18 1
	0.0	Garniauon	PICK UP GARBAGE CAN	
			VERIFY # OF TRASH CANS AT THIS LOCATION	2 2 1
		Sanitation Total	YARD DEBRIS PICKUP	6
		Streets	FIX POTHOLES	2 1
			LEVEL OFF GROUND Litter Pickup	2
		1	SPRAYED MOSQUITOES	8
			Trim Trees (blank)	
		Streets Total		15
		Water	CHECK FOR LEAK AND GET READING CHECK METER FOR STOPPAGE	2
			GET READING ONLY	3
	1		Repair Leak TURN WATER OFF	1 1
			TURN WATER OFF AND LOCK METER AND GET READING	7
			TURN WATER OFF/LOCK METER/PICK UP CAN/GET READING TURN WATER ON	5
			TURN WATER ON DELIVER TRASH CAN GET READING	3
		Water Total	TURN WATER ON AND GET READING	5 29
	0.3 Total	Ivvater rotar		60
	0.35	Sanitation	DELIVER GARBAGE CAN PICK UP GARBAGE CAN	1 1
[Sanitation Total	PICK OF GARBAGE CAN	2
	0.35 Total			2
	0.45	Streets Total	Sign Replacement	+ 1
		Water	TURN WATER OFF	1 1
	0,45 Total	Water Total		$\frac{1}{2}$
		5 Sanitation	DELIVER GARBAGE CAN	1 1
		Sanitation Total Water	GET READING ONLY	1 1
		Water Total		1
	0.5 Total	1 Sanitation	IPICK UP TRASH	2 1
		Sanitation Total		1
		Sewer	Check for Stoppage Jet Sewer Line	1 2
		Sewer Total		2 3 2 2 4
		Storm Drainage		1 2
		Storm Drainage Streets	Litter Pickup	
			PUT OUT FLYERS	1
		Streets Total Water	Broken Meter	1
		1	CUT WATER BACK ON AFTER BILL PAID ON CUT OFF DAY	9
			Repair Leak TURN WATER OFF AND LOCK METER AND GET READING	1 3
	-	Water Total	PROMETERS OF LAND ROOM WELLING AND ADDRESS OF THE PROPERTY.	14
	1 Total	2 Canitation	IPICK UP TRASH ON ROADWAY	25
		2 Sanitation Sanitation Total	FIGN OF TRACTION NOTION	1
		Sewer	Jet Sewer Line	1
	I	1	SEWER IS BACKING UP	ı

Service Address/Street		2 Sewer Total		
	ļ	Storm Drainag		
		Storm Drainag		
		Streets	FIX POTHOLES	1
			Litter Pickup	
		Streets Total	MOWING AROUND TOWN	
		Water	ICHECK LIET CTATION	
	1	Water Total	CHECK LIFT STATION	
	2 Total	Transi I Arai		
		2.5 Streets	MOWING AROUND TOWN	
		Streets Total	DUCATURO VITO LO LO ANTA	
	2.5 Total	1-1-1-1-1-1-1		-
		3 Sanitation	CLEANED DITCH	
)		PICK UP TRASH	
	1	Sanitation Total		
		Sewer	CHECKED MANHOLES AROUND TOWN	
			Locate line	
		Sewer Total		
		Streets	Litter Pickup	
	1		MOWING & WEEDEATING	- 1
		Streets Total		
	3 Total			
		4 Sanitation	YARD DEBRIS PICKUP	
		Sanitation Tota		
		Sewer	Jet Sewer Line	
		Sewer Total		
	1	Streets	FIX POTHOLES	
		Streets Total		********
	I	Water	CHECK METER REGISTER	
	Ī		SKIPPED METER LIST	ŀ
		Water Total		
	4 Total			-
	1	5 Streets	CLEARING OFF LAND	-
		Streets Total		
	1	Water	CHECK METER REGISTER	
	j	<u></u>	Pulled Pump	ı
	6 75-1-1	Water Total		
	5 Total			
		6 Streets	CLEARING OFF LAND	
	ļ	Streets Total		
		Water	Pulled Pump	
	C Total	Water Total		
	6 Total	7[04-2]		
	1	7 Streets	CLEARING OFF LAND	
	7 Total	Streets Total		
	/ I Viai	alconitette.	NA PARA BARRANA	
	l	8 Sanitation	YARD DEBRIS PICKUP	
	İ	Sanitation Total		
		Streets	CLEARING OFF LAND	
		Streets Total		
		Water	ISKIPPED METER LIST	
	8 Total	Water Total		
İ	(blank)	Sanitation	IDICI/ LID OADDACE	
ļ	(www.m.A.	Sanitation Total	PICK UP GARBAGE CAN	\Box
j	ı	Water	ICHANGE METERS VALVE	
		AAGIGI	CHANGE METER VALVE	
			CHECK FOR LEAK AND GET READING	
		1	SKIPPED METER LIST	-
			TURN WATER OFF AND LOCK METER AND GET READING	- 1
		1	I URN WATER ON DELIVER TRASH CAN GET READING	
		1	TURN WATER ON AND GET READING	
		Water Tetal	VERIFY WATER IS OFF AND LOCKED. GET READING.	
ŀ	(blank) Total	Water Total		\top
vice Address/Street To	otal			
	- WA			
and Total	The state of the s	***************************************		

Leesburg Public Drinking Water Wells Monthly Report For February, 2021

Leesburg Public Drinking Water Wells were in full compliance with Ga. EPD Permit Requirements for the month.

<u>TEST</u>	RESULTS	PERMIT
Monthly Avg. Gallons Pumped Per Day:	448,786	800,000
Total Gallons Pumped for the Month:	12.57 Million Gallons	
3 Monthly Bacteria Samples:	0/Absent	0/Absent
Daily Chlorine Residual	.91 mg/L	>.2mg/L
1 Monthly Fluoride Sample:	.52	

Maintenance/Repairs: (1) Remove/clean/reinstall chlorine injectors at Starksville & 32 wells, weekly. (2) Perform monthly preventive maintenance to chlorine and fluoride pumps at Starksville & Hwy. 32 wells.

Expenses:

Electricity -	\$1,389.29
Chemicals used -	\$ 336.42
Routine Testing	\$ 132.00
Maintenance & Repair -	\$ 000.00
Total -	\$1,857.71

Leesburg Water Pollution Control Plant Monthly Report For February, 2021

Leesburg WPCP was in full compliance with Ga. EPD Permit Requirements for the month.

(With the exception of	^r perhaps Avg. I	Daily Flow. As	of Feb. 24 th ,	Avg. is 1.506 MGD)

RESULTS	PERMIT LIMIT
1.506	1.5
2.0	15
99.2	>85%
4.3	30
99.2	>85%
7.0	400
.09	3.0
9.3	>6.0
7.2-7.5	6.0-9.0
.47	1.5
.931	6.3
8.9 in.	
	1.506 2.0 99.2 4.3 99.2 7.0 .09 9.3 7.2-7.5 .47

Maintenance/Repairs Performed: (1) Weekly cleaning and routine maintenance performed on belt-fed press, UV light units, clarifiers and chemical pump systems at WPCP. (2) Continue troubleshooting problems in electrical panel for UV lights.

Expenses:

Fuel (generator/vehicles/mower)	\$ 382.31	
Electricity -	\$3,846.17	
Chemicals used	\$4,508.18	(\$1,086.24 in Jan.)
Lab Tests -	\$2,160.00	
DoCo Landfill (solids from press)	\$1,014.35	
Maintenance & Repair -	\$.00	
Total -	\$11,911.01	