City of Leesburg

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

City Council members
Richard Bush, Acting Mayor
Rufus Sherman, Mayor Pro Tem
Judy Powell Bob Wilson
Jason Renfroe

City Staff
Bob Alexander, City Manager
Bert Gregory, City Attorney

- 1. CALL TO ORDER
- 2. <u>APPROVAL OF MINUTES</u> January 7, 2020
- 3. PUBLIC HEARING
- 4. **NEW BUSINESS**
 - (A) Consideration of 2020 CDBG Applicants & Amended Service Delivery Strategy.
 - (B) Consideration of Consulting Agreement with ULTRA STRATEGIES, LLC
- 5. <u>CITY MANAGER'S MATTERS</u>
- 6. <u>DEPARTMENTAL REPORTS</u>
- 7. GOVERNMENTAL BOARDS/AUTHORITIES
- 8. <u>COUNCIL MEMBER'S MATTER</u>
- 9. OLD BUSINESS
- 10. <u>CITY ATTORNEY'S MATTERS</u>
- 11. EXECUTIVE SESSION
- 12. PUBLIC FORUM
- 13. <u>ANNOUCEMENTS</u>
 Next Scheduled Meeting is February 4, 2020
- 14. <u>ADJOURNMENT</u>

Agenda May Change Without Notice

City of Leesburg

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

City Councilmembers
Richard Bush, Acting Mayor
Rufus Sherman, Mayor Pro Tem
Bob Wilson Judy Powell
Jason Renfroe

City Staff
Bob Alexander, City Manager
Bert Gregory, City Attorney

1. CALL TO ORDER

Mayor Bush called the meeting to order at 6:00 PM and lead the pledge. Councilmember Wilson lead the Prayer. The City Manager and City Attorney were present. All the Councilmembers were present.

2. APPROVAL OF MINUTES

Mayor Bush asked for a motion to approve the minutes from December 3, 2019. Councilmember Sherman made a Motion to approve the minutes. Councilmember Wilson seconded the motion. The vote was unanimous.

3. PUBLIC HEARING

4. <u>NEW BUSINESS</u>

- (A) Meredith Lipson, CPA with Mauldin & Jenkins presented the Auditor's Discussion & Analysis Financial & Compliance Audit Summary June 30, 2019. Also presented was the City of Leesburg, Georgia Financial Report for the Fiscal Year Ended June 30, 2019. Ms. Lipson finished her presentation by saying the City of Leesburg is in good financial shape.
- (B) City Manager Bob Alexander discussed the Applications for Beer and Wine License for year 2020. Chief Prokesh has reviewed the applicants and recommended approval. Councilmember Wilson made a motion to approve the Beer and Wine Licenses. Councilmember Sherman seconded the motion. The vote was unanimous.
- (C) The City Manager presented the recommendation for Qualifying Fees for Council and Mayor \$54.00 and \$108.00 respectively. Councilmember Powell made a motion to approve the recommended Qualifying Fees for Council and Mayor. Councilmember Renfroe seconded the motion. The vote was unanimous.
- (D) A presentation of the School Connectivity Study by Taylor Stukes with Engineering Consultant GCA Inc. indicated recommendations for sidewalks, crosswalks, safety flashers, road and intersection designs throughout the City of Leesburg. He indicated some of these projects should be eligible for GDOT funding. No action was taken.
- (E) The former State Representative Ed Rynders was present to offer his assistance to the City of Leesburg in the form a contract to advise and consult the City of Leesburg on matters of process and procedures relating to governmental and political affairs for one year. Councilmember Powell made a motion to table this issue until we have a Special Called Meeting January 10, 2020 at 10:00 AM. Councilmember Wilson seconded the motion. The vote was unanimous.
- (F) Finance Manager Cheryl Allison discussed the renewal of the GMA Workers' Compensation Self-Insurance Fund contract year 2020. The new contract was for \$37,884. She pointed out there was an estimated reduction of \$1,400 from last years contract. There was no objection from the Council to move forward with the renewal contract.

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

(A) Financial Report

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

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. <u>CITY ATTORNEY'S MATTERS</u>
- 11. EXECUTIVE SESSION
- 12. PUBLIC FORUM
- 13. ANNOUCEMENTS

Special Called Meeting is Friday January 10, 2020 at 10:00 AM

14. ADJOURNMENT

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



Lee County Planning, Zoning & Engineering Department

Rozanne Braswell, AICP, CFM Planning, Zoning & Engineering Director

Megan Fowler, MPA County Planner/Zoning Administrator

Randy Weathersby GIS Manager

Corrie Wheeler GIS Technician

Amanda Nava Office Manager/Planning Assistant

MEMORANDUM

To:

Christi Dockery and Mike Sistrunk; Bob Alexander and Mayor Pro Tem Richard Bush;

Cassandra Durham and Mayor Vincent Cutts

From: Rozanne Braswell PB

Date: 1/7/20

Re.

2020 CDBG Applicants & Amended Service Delivery Strategy

The Georgia Department of Community Affairs (DCA) has imposed a new requirement with respect to Service Delivery Strategies and 2020 CDBG applications. In order to receive a CDBG Grant, the Service Delivery Strategy must identify GRANTS as a funding source for the service for which the local government is applying for CDBG funding.

For example, if the county applies for a CDBG to make improvements in the water distribution system. The SDS must identify GRANTS as a potential funding source for operation of water utilities within the county jurisdiction. Typically, most local governments apply for either water, sewer, or streets and drainage projects. The CDBG Consultant, Bob Roberson recommends amending all three service strategies at this time.

The SDS must be immediately amended as outlined above, and the amended SDS must be included in CDBG applications to be submitted April 1, 2020.

The Service Delivery Strategies for Water Treatment and Distribution, Wastewater Treatment and Road and ROW Maintenance have been amended to add GRANTS as a funding source.

Please adopt the amended Strategies at your January meeting and forward to me, for submittal to the Southwest Georgia Regional Commission and subsequently to DCA. This will ensure CDBG eligibility for future applications.







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Annual Street Contract of Contract of the Street Street	Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u> Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs				
manufacture and the second	COUNTY:LEE COUNTY	Service:Wastewater Treatment			
The state of the s	1. Check one box that best describes the agreed upon delivery arrangement for this service: a) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service).				
	,	or organization providing the service.):			
	c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:				
	d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):				
	e.) Other (If this box is checked, <u>attach a legible map delineating the service area of each service provider</u> , and identify the government, authority, or other organization that will provide service within each service area.): Lee County, Utility Authority, City of Leesburg, City of Smithville				
2	In developing this strategy, were overlapping service identified?	e areas, unnecessary competition and/or duplication of this service			
	☐ Yes (if "Yes," you must attach additional document ☑ No	ntation as described, below)			
ול מיני	these conditions will continue under this strategy, att. verlapping but higher levels of service (See O.C.G.A. verlapping service areas or competition cannot be elir	ach an explanation for continuing the arrangement (i.e., 36-70-24(1)), overriding benefits of the duplication, or reasons that minated).			
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SDS FORM 2, continued

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	rees, bonded indebtedness, etc.).	this service and indicate how the service will be funded (e.g., district revenues, hotel/motel taxes, franchise taxes, impact
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Local Government or Authority ee County Board of Commissioners		Funding Method
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ity of Smithville	User Fees; Grants	and the same of th
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	and a company of the party of t	

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change to the service just added agreement to question 5

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Road and ROW maintenance	Contracting Parties Lee County, Cities of Leesburg & Smithville	Effective and Ending Date
	g; smoot cleesburg a Smithville	May 26, 1999 - Ongoing

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Existing agreement will continue.

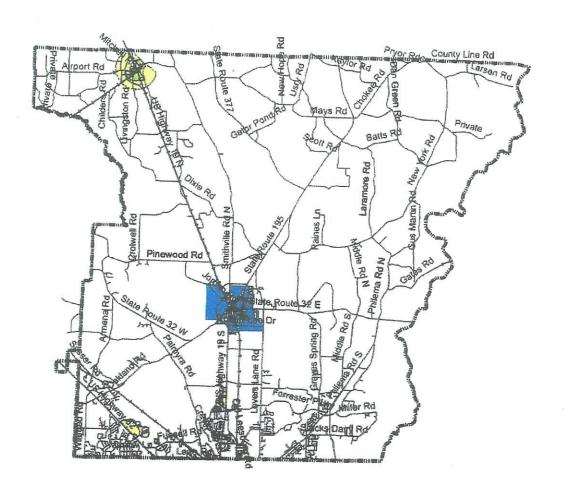
7. Person completing form: Rozanne Braswell
Phone number: 229.759.6000 Date completed: 01/07/20

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?

No

If not, provide designated contact person(s) and phone number(s) below: CHRISTI DOCKERY OR MIKE SISTRUNK 229.759.6000

Lee County, Georgia Wastewater Treatment Service Areas



Wastewater Treatment Service Areas

Provider

Lee County Utility Authority

City of Leesburg

City of Smithville











FORM 2: Summary of Service Delivery Arrangements

Instructions:

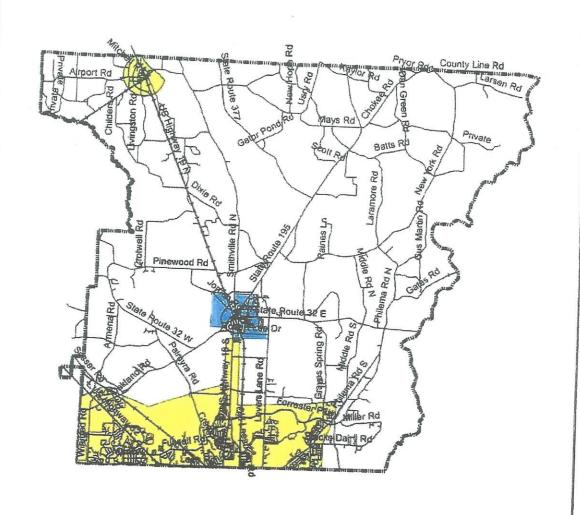
Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service

should be reported to the Department of Community Affairs.	cessary. If the contact person for this service (listed at the bottom of the page) changes, this				
COUNTY:LEE COUNTY	Service: Water Treatment and Distribution				
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b.) Service will be provided only in the uninco checked, identify the government, authority or org	rporated portion of the county by a single service provider. (If this box is ganization providing the service.):				
c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization provides:					
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e.) Other (If this box is checked, attach a legit identify the government, authority, or other organizutility Authority, City of Leesburg, City of Smit	ble map delineating the service area of each service provider, and zation that will provide service within each service area.): Lee County, hville				
2. In developing this strategy, were overlapping serv identified?	ice areas, unnecessary competition and/or duplication of this service				
☐ Yes (if "Yes," you must attach additional docum	nentation as described, below)				
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	Page 4 of 2				

SDS FORM 2, continued

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City of Smithville	Too. Cos, Grants	o, Grants
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	Lee County Utility Authority Cities of Loophyne 8	Effective and Ending Dates May 26, 1999 - Ongoing
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Distribution 6. What other mechanisms (1)	Smithville Smithville	May 26, 1999 - Ongoing
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Distribution 6. What other mechanisms (1)	Smithville Smithville	May 26, 1999 - Ongoing
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Distribution 6. What other mechanisms (if any) acts of the General Assembly, ra	Smithville Smithville	May 26, 1999 - Ongoing
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Lee County, Georgia Water Treatment and Distribution Areas



Water Service Areas

Provider

Lee County Utility Authority

City of Leesburg

City of Smithville













FORM 2: Summary of Service Delivery Arrangements

Instruction	

Make copies of this form and complete one for each service listed	on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1
Answer each question below attaching additional pages as pages as	off PORISI 1, Section IV. Use EXACILY the same service names listed on FORM 1
should be reported to the Department of Community Affairs	If the contact person for this service (listed at the bottom of the page) changes, this

Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.				
COUNTY:LEE COUNTY	Service:Road and ROW maintenance			
Check one box that best describes the agreed up	on delivery arrangement for this service:			
 a.) ☐ Service will be provided countywide (i.e., ir (If this box is checked, identify the government, au 	ncluding all cities and unincorporated areas) by a single service provider. uthority or organization providing the service.):			
b.) Service will be provided only in the unincorchecked, identify the government, authority or organization.	porated portion of the county by a single service provider. (If this box is anization providing the service.):			
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e.) Other (If this box is checked, <u>attach a legit</u> identify the government, authority, or other organization)	ble map delineating the service area of each service provider, and zation that will provide service within each service area.):			
2. In developing this strategy, were overlapping serv identified?	ice areas, unnecessary competition and/or duplication of this service			
☑ Yes (if "Yes," you must attach additional documents. ☐ Output ☐ Description ☐ Description	nentation as described, below)			
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If these conditions will be eliminated under the strate will be taken to eliminate them, the responsible party	egy, attach an implementation schedule listing each step or action that and the agreed upon deadline for completing it.			
	Page 1 of 2			

SDS FORM 2, continued

 List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

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City of Smithville	9001 1 663, 61	ants	es, Grants
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	3.7.1.90	ne for providing and/or funding	this service within the county?
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this service:	agreements or intergove	ernmental contracts that will be	used to implement the
Advantage			to implement the strategy f
Agreement Name Vater Treatment and	Contr	racting Parties	
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Service Delivery Strategy

Lee County Road and ROW Maintenance

Explanation for Continuing the Arrangement

Service Delivery Strategy Issue #5: Overlapping service areas are evident in three services - law enforcement (Sheriff), road and ROW maintenance, and water treatment and distribution.

Service Delivery Strategy Solution #5: Lee County Board of Commissioners provides road and ROW maintenance for all roads within the unincorporated areas of the county. The two cities (Leesburg and Smithville) also provide road and ROW maintenance for all the roads within their corporate limits. However, the county also maintains city roads on an as-needed basis because the cities do not have the equipment the county has. Therefore, the overlapping service area has overriding benefits.

1







FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: LEE COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

- We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
 Our service delivery strategy promotes the delivery strategy promotes th
- Our service delivery strategy promotes the delivery of local government services in the most efficient,
 Our service delivery strategy promotes the delivery of local government services in the most efficient,
 Our service delivery strategy promotes the delivery of local government services in the most efficient,
- Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24), and
- 4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE			
BICTION	TITLE	NAME	SIGNATURE	DATE
LEE COUNTY	Commission Chairman			
	- idiiiiidii			
CITY OF LEESBURG				
	Mayor			
CITY OF SMITHVILLE				
	Mayor			
9				

CONSULTING AGREEMENT

Effective the 1st day of January, 2020, by and between ULTRA STRATEGIES, LLC, a Georgia limited liability company (hereinafter "Consultant") and the City of Leesburg, Ga. (hereinafter "Company") agree as follows:

1. <u>Services: Payment; No Violation of Rights or Obligations</u>. Consultant agrees to undertake and complete the Services (as defined in <u>Exhibit A</u>) in accordance with and on the schedule specified in <u>Exhibit A</u>. As consideration for performance of Services as outlined in <u>Exhibit A</u>, Company will pay Consultant in accordance with the payment schedule set forth on <u>Exhibit A</u>. Unless otherwise specifically agreed upon by the parties in writing, all activity relating to Services will be performed by and only by Consultant or its designee. Consultant and Company agree that neither will interfere with, take action or by inaction violate, any agreement between Consultant or Company and any third party. Consultant will not, except as expressly authorized by Company in writing or by conduct, use or disclose at any time Consultant's own or any third party's confidential information or intellectual property in connection with the Services or otherwise for or on behalf of Company.

2. Ownership Rights; Proprietary Information; Publicity.

- a. The parties agree that Consultant shall own all right, title and interest (including all intellectual property rights of any sort throughout the world) relating to any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of Consultant during the term of this Agreement except to the extent that it relates expressly to any Proprietary Information (as defined below)
- b. Consultant agrees that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) developed, learned or obtained by or on behalf of Consultant during the period that Consultant is to be providing the Services that relate to Company or the business or demonstrably anticipated business of Company or in connection with the Services or that are received by or for Company in confidence, constitute "Proprietary Information." Consultant shall hold in confidence and not disclose or, except in performing the Services, use any Proprietary Information. However, Consultant shall not be obligated under this paragraph with respect to information Consultant can document is or becomes readily publicly available without restriction through no fault of Consultant. Consultant may also keep its personal copies of its compensation records and this Agreement.
- c. As additional protection for Proprietary Information, Consultant agrees that during the term of this Agreement, Consultant will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and Consultant will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.
- 3. <u>Warranties and Other Obligations</u>. Consultant represents, warrants and covenants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such

Services nor any part of this Agreement is or will be inconsistent with any obligation Consultant may have to others; (ii) all work under this Agreement shall be Consultant's original work and none of the Services or Inventions nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); (iii) Consultant has the full right to allow it to provide Company with the assignments and rights provided for herein (and has written enforceable agreements with all persons necessary to give it the rights to do the foregoing and otherwise fully perform this Agreement); (iv) Consultant shall comply with all applicable laws, and Company rules of which Consultant is informed, in the course of performing the Services; and (v) if Consultant's work requires a license, Consultant has obtained that license and the license is in full force and effect.

- Relationship of the Parties; Independent Contractor; No Employee Benefits. 4. Notwithstanding any other provision hereof, Consultant is an independent contractor and is not an employee, agent, partner or joint venture of Company and shall not bind nor attempt to bind Company to any contract nor shall Company bind nor attempt to bind Consultant to any contract. Consultant shall accept any directions issued by Company pertaining to the goals to be attained and the results to be achieved by Consultant, but Consultant shall be solely responsible for the manner and hours in which the Services are performed under this Agreement. Consultant shall not be eligible to participate in any of Company's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. Consultant will report as self-employment income all compensation received by Consultant pursuant to this Agreement. Company shall not provide workers' compensation, disability insurance, Social Security or unemployment compensation coverage or any other statutory benefit to Consultant. Consultant shall comply at Consultant's expense with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal Social Security law, the Fair Labor Standards Act, federal, state and local income tax laws, and all other applicable federal, state and local laws, regulations and codes relating to terms and conditions of employment required to be fulfilled by employers or independent contractors. Consultant will ensure that its employees, contractors and others involved in the Services, if any, are bound in writing to the foregoing, and to all of Consultant's obligations under any provision of this Agreement, for Company's benefit and Consultant will be responsible for any noncompliance by them. Consultant agrees to indemnify Company from any and all claims, damages, liability, settlement, attorneys' fees and expenses, as incurred, on account of the foregoing.
- 5. <u>Assignment</u>. This Agreement and the services contemplated hereunder are personal to Consultant and Company, and neither Consultant nor Company shall have the right or ability to assign, transfer or subcontract any rights or obligations under this Agreement without the written consent of the other. Any attempt to do so shall be void.
- 6. <u>Notice</u>. All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or three days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth herein or to such other address as such party last provided to the other by written notice.

7. Miscellaneous. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to the conflicts of laws provisions thereof. The parties agree that jurisdiction and venue of any dispute shall be with the Superior Court of Glynn County, Georgia to the full extent allowed by law. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

Ultra Strategies, LLC	
By: Sieger Sheet Both	
Eugene Edward Rynders, Jr., Managing Membe	1
Name: Eugene Edward Rynders, Jr.	
Title: Managing Member	
Ву:	
Name:	
Title:	

EXHIBIT A

SCOPE OF SERVICES

The Services include any activity or services Consultant undertakes from time to time at the request of (or under the direction of) the Company or otherwise in connection with the Company's business and specifically include the following:

Advising and consulting the Company on matters of process and procedures relating to governmental and political affairs. The term of this contract is limited to 1 year.

COMPENSATION

As the sole consideration due to Consultant for the Services, for so long as Consultant provides continuous Services, Consultant will be entitled to compensation and payment of costs and expenses as follows:

\$12,000 per year, to be allocated by the City of Leesburg. The total \$12,000 may be paid as soon a possible by the company, or in equal monthly installments of \$1,000.00 per month.