

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 Bob Wilson
Jason Renfroe Amanda White
Richard Bush

City Staff

Bob Alexander, City Manager
Bert Gregory, City Attorney

1. **CALL TO ORDER**

2. **APPROVAL OF MINUTES**

December 1, 2020

3. **PUBLIC HEARING**

Text Amendments (TA20-001): to the Leesburg Code of Ordinances Chapter 34 Article VII. Standards for Wireless Communication Facilities.

4. **NEW BUSINESS**

(A) Consideration of the Text Amendments (TA20-001): to the Leesburg Code of Ordinances Chapter 34 Article VII. Standards for Wireless Communication Facilities.

(B) Consideration of 2021 Alcohol Licenses.

(C) Presentation of the Financial Audit Report for Fiscal Year Ended June 30, 2020 by Mauldin & Jenkins

(D) Consideration of Standard Maintenance Agreement for Stormwater Facilities.

5. **CITY MANAGER'S MATTERS**

(A) Financial Report

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**

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

12. **PUBLIC FORUM**

13. **ANNOUNCEMENTS**

Next Scheduled Meeting is March 2, 2021

14. **ADJOURNMENT**

Agenda May Change Without Notice

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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 Preacher Jason lead the Prayer. All Councilmembers, City Attorney and City Manager were present. Councilmember White was present by phone.

2. APPROVAL OF MINUTES

Mayor Breeden asked for a motion to approve the minutes from December 1, 2020. Councilmember Bush 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 William E. Sanderfur (Z20-007) application requesting to rezone a total of 4.346 acres from C-4 (Traditional Office District) to R-1 (Single Family residential District) located at the Southeast corner of Blue Springs Drive and Peach Avenue South, the 2nd Land District of the City of Leesburg, Georgia. Planning, Zoning & Engineering Director Rozanne Braswell noted the Planning Commission had recommended approval of the Rezoning request. Mayor Breeden closed the Public Hearing.

4. NEW BUSINESS

- (A) Planning, Zoning & Engineering Director Rozanne Braswell discussed the William E. Sanderfur (Z20-007) application requesting to rezone a total of 4.346 acres from C-4 to R-1. Councilmember Wilson made a motion to approve the rezoning request. Councilmember Renfroe seconded the motion. The vote was unanimous.
- (B) Police Chief Prokesh discussed the Alcohol Licenses for Leesburg Express, EZ Food Mart, Circle K (Flash Foods), Leesburg Shell and Dollar General. Councilmember Bush made a motion to approve the Alcohol Licenses. Mayor Pro Tem Sherman seconded the motion. The Vote was unanimous.
- (C) Finance Manager Cheryl Allison discussed Workers Compensation coverage through the GMA Worker's Compensation Self-Insurance Fund. The Estimated Annual Premium was quoted at \$36,555.00. Councilmember Wilson made a motion to approve the 2021 estimated annual contribution for the workers' compensation coverage. Councilmember Powell 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 copy of the Wireless Text Amendment was presented for consideration at the February 2, 2021 Council Meeting.
- (C) A list of Project Updates was discussed.

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**

12. **PUBLIC FORUM**

13. **ANNOUNCEMENTS**

Next Scheduled Meeting is February 2, 2021

14. **ADJOURNMENT**

Councilmember Powell made a motion to adjourn. Councilmember Bush seconded the motion.
The vote was unanimous.

NOTICE OF PUBLIC HEARING

Text Amendments (TA20-001): to the Leesburg Code of Ordinances Chapter 34 Article VII. Standards for Wireless Communication Facilities. The proposed text amendments are on file at the Lee County Planning, Zoning and Engineering Department, 102 Starksville Avenue North, Room 202 Leesburg, GA 31763 and can be reviewed along with any other information regarding this request between 8:00 a.m. and 5:00 p.m.

The Lee County Planning Commission will conduct a public hearing on these requests, **Thursday, January 7, 2021 at 6:00 p.m.** in the T. Page Tharp Building, 102 Starksville Avenue North, Opal Cannon Auditorium, Leesburg, GA 31763. 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, February 2, 2021 at 6:00 p.m.** in the Leesburg City Hall, 107 Walnut Avenue North, Leesburg, GA 31763.

Meetings of the Planning Commission and the Leesburg City Council are open to the public. Georgia law requires that all parties who have made campaign contributions to any member of the Leesburg City Council in excess of two hundred fifty dollars (\$250) within two (2) 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 (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.

Secs. 34-279-34-290. - Reserved.

ARTICLE VII. - STANDARDS FOR WIRELESS COMMUNICATION FACILITIES

Sec. 34-291 - Purpose and intent.

The purpose of this article is to establish guidelines for the siting of all wireless communications towers and antennas which will encourage the development of a competitive wireless communications marketplace while protecting the health, safety and welfare of the public and maintaining the aesthetic integrity of the community. The goals of this article are:

- (1) To protect residential areas and land uses from potential adverse impact of telecommunications towers, antenna support structures and wireless communications facilities;
- (2) To minimize the total number of towers and antennas within the community necessary to provide adequate personal wireless services to residents of the city;
- (3) To promote and encourage the joint use of new and existing tower sites among service providers;
- (4) To locate telecommunications towers and antennas in areas where adverse impacts on the community are minimized;
- (5) To encourage the design and construction of towers and antennas to minimize adverse visual impacts;
- (6) To avoid potential damage to property caused by wireless communications facilities by insuring that such structures are soundly and carefully designed, constructed, modified, maintained and removed when no longer used or when determined to be structurally unsound;
- (7) To enhance the ability of the providers of wireless communications services to deliver such services to the community effectively and efficiently; and
- (8) To preserve those areas of significant scenic or historic merit.

Sec. 34-292. - Definitions.

Accessory Use. A tower and/or antenna is considered an accessory use if located on a lot or parcel shared with a different existing primary use or existing structure.

Alternative tower structure. Man-made trees, clock towers, bell steeples, light poles and similar alternative-design mounting structures of a type and quality consistent with structures manufactured by a qualified company that in the opinion of the planning director or his/her designee are compatible with the natural setting and surrounding structures, and effectively camouflage or conceal the presence of antennas or towers.

Antenna. Any exterior transmitting or receiving devices mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio, wireless, telecommunications signals or other communications signals. Such definition does not include, for purposes of this article, radar antennas, amateur radio antennas, satellite earth stations, MMDS antennas, television receiving antennas and direct broadcast satellite dishes.

Co-location. The placement of antennas of two or more service providers on the same tower or accessory structure.

Economically and technically feasible and viable. Capable of being provided:

- (1) Through technology which has been demonstrated in actual applications (not simply through tests or experiments) to operate in a workable manner; and
- (2) In a manner which has a reasonable likelihood of generating a reasonable profit or other financial benefits, when measured over the term of the lease.

Height. When referring to a tower or other structure, height means a distance measured from the finished grade of the parcel to the highest point on the tower or other structure, including the base pad and any antenna.

Historic or scenic views. Geographic areas in the city which have been formally designated on the National Historic Register; have been included in any nature preserve or scenic preservation efforts; have been identified in the city comprehensive plan; or have sufficient historic or scenic merit as determined by the planning and zoning department or the city council. A scenic view may be from a stationary viewpoint or be seen as one travels along a roadway or path.

Microcell. A wireless communication facility comprising an antenna extending no more than four feet above the structure to which it is attached, and with an area no larger than 576 square inches (e.g. 3' x 1½' panel antenna or 2' diameter parabolic antenna) as viewed from any one point.

Preexisting towers and preexisting antenna. Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supported or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers and cellular telephone or PCS towers.

Principal use. A tower and/or antenna is considered a principal use if located on any lot or parcel of land as the sole or primary structure.

Tower. Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supported or monopole towers. The term includes radio and television transmission towers, microwave towers, common carrier towers, and cellular telephone or PCS towers.

Wireless transmission facilities. The buildings, cabinets, equipment and property, including but not limited to, generating and switching stations, repeaters, cables, wires, conduits, ducts, pedestals, antennas, towers, alternative tower structures, electronics and other appurtenances used to transmit, receive, distribute, provide or offer low-power mobile voice transmission, data transmission or other wireless communications by linking a wireless network of radio wave transmitting devices through a series of short range, contiguous cells that are part of an evolving cell grid.

Sec. 34-293. - Applicability.

All new towers and antennas shall be subject to the regulations contained within this article except as provided in subsections (1)—(3), inclusive:

- (1) Public property. Nothing in this article shall be read to prohibit a government owned tower from being located at a specific site when the tower is required to protect the public welfare or safety.
- (2) Amateur radio, receive-only antennas. This article shall not govern any amateur radio tower, or the installation of any antenna, that is under 70 feet in height and is owned and operated by a federally-licensed amateur radio station operator or is used exclusively for receive only antennas.
- (3) Pre-existing towers and antennas. Any tower or antenna for which a permit has been properly issued prior to the effective date of this article shall not be required to meet the provisions of this article, other than the requirements of section 34-297. Any such towers or antennae shall be referred to in this article as "preexisting towers" or "preexisting antennae."

If additional antennas are co-located upon a pre-existing tower after adoption of this article, then fencing and landscaping requirements shall be met as part of the permitting process.

Sec. 34-294. - General requirements.

- (a) An application shall be required for the construction or placement of all new wireless transmission facilities within the city limits. Approval of any application for the construction of a tower or placement of an antenna shall be based on consideration of the following factors:
 - (1) The proposed height of the tower, if any;

- (2) Proximity to residential structures and residential district boundaries;
 - (3) Nature of uses on adjacent properties;
 - (4) Surrounding topography, tree coverage and foliage;
 - (5) Design of the facility, with particular reference to design characteristics which have the effect of reducing or eliminating visual obtrusiveness;
 - (6) Proposed ingress and egress;
 - (7) Availability of suitable existing towers, other structures, or alternative technologies (microcells) not requiring the use of towers or structures;
 - (8) Demonstrated need for the telecommunications facility at the specified site;
 - (9) Approval of applications for co-location shall be based on all the foregoing factors, but primarily on consideration of factor (8).
- (b) All applications submitted to the planning and zoning department shall include a complete inventory of the applicant's existing wireless transmission facilities including towers and receivers/transmitters located within the city and a one-half mile surrounding the city limits, including each asset's location (plane coordinates), height and co-location usage or capabilities, and any special design features. The planning and zoning department shall utilize such information, subject to any restrictions on disclosure requested by the applicant, to promote co-location alternatives for other applicants.
- (c) At the time of filing the application for construction or placement of a wireless transmission facility, the applicant shall provide a site plan and information regarding tower or accessory structure location, neighboring uses and proposed landscaping as described below. Additional documentation to be submitted with the site plan and certified by an experienced radio frequency engineer shall delineate coverage and propagation zones, identify types of antenna and mounting location, specify the type of band currently in use and state co-location capabilities.
- (1) The scaled site plan shall clearly indicate the location, type and height of the proposed tower or accessory structure to be utilized, on-site land uses and zoning, adjacent land uses and zoning including proximity to historic or scenic view corridors, adjacent roadways, proposed means of access, setbacks for property lines, elevation drawings of the proposed tower, accessory structure and any other structures, topography, parking and other information deemed necessary by the planning director or his/her designee to assess compliance with this article.
 - (2) Legal description of the parent tract and leased parcel (if applicable).
 - (3) A definition of the area of coverage and radio frequency goals to be served by the antenna or tower and the extent to which such antenna or tower is needed for coverage and/or capacity.
 - (4) The setback distance between the proposed wireless transmission facility and the nearest residential unit or residentially used structure if less than 500 feet.
 - (5) Structural integrity analysis where antennas and equipment will be attached to an existing structure.
 - (6) Landscaping shall be designed in such a way as to preserve existing mature growth and to provide in the determination of the planning director or his/her designee, a suitable buffer of plant materials that mitigates the view of the telecommunications facility and accessory structures from surrounding property.
- (d) Each application shall be accompanied by a fee, determined by the board of commissioners, to offset the costs associated with processing such application. In addition, applicants shall be responsible for independent engineering costs incurred by the city which exceed such fee up to an additional \$300.00 and any fees commonly charged for a rezoning if one is required, or for any other required permit fees.

- (e) Landscaping plans and the design and placement of the wireless transmission facility on an approved site plan shall require review and approval of the planning director or his/her designee prior to issuance of a building permit to insure compliance with this article.
- (f) Prior to issuance of a building permit, compliance with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 461 et. seq. shall be demonstrated.
- (g) In approving any application, the planning director may impose additional conditions to the extent determined necessary to minimize adverse effects on adjoining properties.
- (h) No application shall be considered to be complete unless written evidence is provided by the applicant that the Federal Aviation Administration ("FAA") has made or issued a "Determination of No Hazard" with respect to the proposed tower.

Sec. 34.295. - Development requirements for towers.

- (a) Towers may be located only in the following zoning districts subject to the restrictions and standards contained herein:

AG-1	Active Agricultural District
C-1	Neighborhood Business District
C-2	General Business District
I	Industrial District

Wireless transmission facilities in any other zoning districts shall be accessory uses or alternative tower structures only; provided however, towers may be allowed on publicly owned property regardless of zoning district.

- (b) Separation. Except in cases of co-location on the same tower or accessory structure, no wireless transmission facilities shall be located within 2,500 feet of any preexisting tower or preexisting antenna within the city unless such facility or preexisting tower or antenna is concealed through use of alternative tower structures or otherwise camouflaged in such a way that the presence of telecommunications equipment is virtually undetectable from any adjoining property.
- (c) All applicants seeking to erect a tower must demonstrate that no existing tower or structure can accommodate the proposed antenna(s). Evidence of an engineering nature shall be documented by the submission of a certification by an engineer. Such evidence may consist of the following:
 - (1) No existing towers or structures are located within the geographic area required to meet applicant's engineering requirements.
 - (2) No existing structure is of sufficient height to meet the applicant's engineering requirements.
 - (3) No existing tower or structure has sufficient structural strength to support applicant's proposed antenna(s) and related equipment.
 - (4) Applicant's proposed antenna(s) would cause electromagnetic interference with the antenna(s) on the existing tower or structure.

- (5) That the cost or contractual provisions required by the tower owner to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.
- (6) Such other limiting factor(s) as may be demonstrated by the applicant.

All evidence submitted shall be signed and sealed by appropriate licensed professionals or qualified industry experts. Such evidence shall be subject to independent verification by an engineer of the city's choosing.

- (d) **Setbacks.** Setbacks for towers and above-ground transmission facilities shall be as follows:
 - (1) All transmission facilities, except buried portions, shall be set back from all adjoining properties zoned non-residential the distance required for that zoning district.
 - (2) When a tower is adjacent to a residential use, the tower and entire transmission facility must be set back from the nearest residential lot line a distance equal to the height of the tower.
 - (3) Setbacks may be reduced, at the discretion of the planning and zoning department, to the fall radius of the tower as identified in a fall zone letter prepared by an engineer certified by the State of Georgia.
- (e) Unless otherwise specified by the planning director or his/her designee, towers shall be enclosed by vinyl chain link security fencing or other approved alternative not less than six feet in height and shall be equipped with an appropriate anti-climbing device.
- (f) All new towers in excess of 100 feet which do not incorporate alternative design features must be designed and built in a manner that allows other entities to co-locate on the structures using the following guidelines:

Maximum Telecommunications Tower Heights

Zoning District	Two Users	Three Users	Four Users
AG-1, C-1, C-2,	120'	200'	300'
I	120'	150'	180'

- (g) All towers and their related structures shall maximize the use of building materials, colors, textures, screening and landscaping that, in the opinion of the planning director or his/her designee, effectively blend the tower facilities within the surrounding natural setting and built environment. Where appropriate, towers shall be painted so as to reduce their visual obtrusiveness, subject to any applicable standards of the Federal Aviation Administration ("FAA").
- (h) If upon receipt of an application for the erection of any tower or alternative tower structure governed by this article, the planning director or his/her designee deems that the proposed structure may interfere with the use of the airways of the city by the public or interfere with the operation of existing or proposed airport facilities, a copy of the application shall be submitted by the planning and zoning department to the airport division of the department of transportation for review and recommendation.
- (i) No application shall be approved unless written evidence is provided by the applicant that the Federal Aviation Administration ("FAA") has made or issued a "Determination of No Hazard" with respect to the proposed tower.

Sec. 34-296. - Approval process.

- (a) Uses subject to administrative approval. Subject to certification by the planning director of compliance with the general requirements, development requirements and standards enumerated above, the following uses may be administratively approved within 30 days of receiving application, supporting engineering certification and lease approval, if any, without the necessity of public hearing.
- (1) Antennas or towers located on property owned, leased or otherwise controlled by the city provided accessory structures are located underground where technically feasible and a license, permit or lease authorizing such tower is thereafter approved by the city.
 - (2) Installing an antenna on an existing structure, so long as said installation is considered to be a stealth technology installation that does not significantly change the profile of the existing structure and so that the installation is not readily noticeable to the untrained eye. Such installations including cables leading to the antennas shall be painted to match the paint and colors on the existing structure and shall not protrude from the existing structure in a noticeable fashion.
 - (3) Co-location by installing an antenna on any existing tower or alternative tower structure.
 - (4) Replacing an existing tower with a new tower designed to accommodate two or more users so long as such new tower does not exceed the height limitations of subsection 28-30(f) and setback requirements of this article are met. After the replacement tower is built only one tower shall remain on such site. Support equipment shall, where technically feasible, be located underground.
 - (5) Locating any alternative tower structures (manmade trees, clock towers, bell steeples, or light poles that, based on staff determination, effectively camouflage or conceal towers and antennas) provided accessory structures are located underground where technically feasible or otherwise incorporated into the alternative structure.
 - (6) Installing any antenna or tower not to exceed the limitations contained in subsection 28-30(f) and provided accessory structures are located underground where technically feasible or shielded to the satisfaction of the planning director or his/her designee.
 - (7) Constructing and installing a new tower that will host First Responder Network Authority (FirstNet) or services of similar import that benefit first responders and enhance public safety.

If the planning director or his/her designee determine that any application for an administratively approved use does not meet the general application requirements, development requirements and/or standards enumerated herein, administrative approval of the application shall be denied provided substantial evidence exists to support such denial. Such evidence shall be summarized for the applicant along with a recommendation as to whether the applicant should pursue a variance or proceed to a public hearing as specified in subsection (b) below. Applicants may appeal the administrative denial to the city council pursuant to the procedures described in article Appendix A – Zoning, Article XVII, Policies and Procedures, section 17.04, Public hearing process. Any other party aggrieved by the decision of the planning director or his/her designee may file an appeal to the city council including payment of the filing fee. For purposes of this section an aggrieved party is one who demonstrates that his or her property will suffer special damage as a result of the decision complained of rather than merely some damage that is common to all property owners and citizens similarly situated.

The city council shall dispense with the appeal by either:

- (8) A determination that the application is valid and meets all applicable criteria for an administratively approved use under this article, which shall result in the issuance of a permit.
- (9) A determination that the application does not satisfy all applicable criteria for an approved administratively use under this article, but, owing to special conditions, a variance as to separation or setback requirements:

- a. Will not be contrary to the public interest;
 - b. Will relieve unnecessary hardship; and
 - c. Shall preserve the intent and spirit of this article.
- (10) A determination that the application does not satisfy all applicable criteria for an administratively approved use under this article and the deficiencies cannot, subject to the conditions listed above, properly be cured by a variance.

Applications which do not satisfy all applicable criteria must, as a result, apply for a public hearing before the board of commissioners as specified in subsection (b) below.

(b) Other uses—Public hearing required.

- (1) If the proposed tower or antenna is not included under the above described administratively approved uses, or the application does not on its face satisfy the development standards and other criteria specified herein, then a public hearing before the city council shall be required for the approval of the construction of a wireless transmission facility in all zoning districts. Applicants shall apply for a public hearing through the planning and zoning department and pay the required fee at such time. Applications, when complete, shall be placed on the next available agenda of the city council. At least 30 days prior to any scheduled hearing, the planning and zoning department shall cause a sign to be posted on the property and the publication of a public notice in a newspaper of general circulation. Said notice shall state the nature of the application, street location of the proposal and height of the proposed structure.
- (2) Before approving an application for an "other use," the governing authority may impose conditions to the extent necessary to buffer or otherwise minimize any adverse effect of the proposed tower on adjoining properties. The factors considered in granting such a permit include those enumerated in sections 34-294 and 34-295. The city council may waive or reduce the burden on the applicant of one or more of these criteria, if, in their discretion doing so will advance the goals of this article as stated in section 34-291.

Sec. 34-297. - Maintenance of facilities.

- (a) All wireless transmission facilities and related landscaping shall be maintained by the facility owner in good condition, order, and repair so that they shall not endanger the life or property of any person, nor shall they be a blight upon the property.
- (b) To ensure the structural integrity of towers, the applicant of a tower or alternative tower structure shall ensure that it is maintained in compliance with standards contained in applicable local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the city concludes that a tower fails to comply with all applicable codes and standards, or constitutes a danger to persons or property, then upon receipt of written notice to the applicant, said applicant shall have 15 days to bring the tower into compliance with such standards. If the applicant fails to bring the tower into compliance within the 15 days, the city may remove the tower at the applicant's expense. Prior to removal of any tower, the city may consider detailed plans submitted by the applicant for repair of substandard towers, and may grant a reasonable extension of the above referenced compliance period. Any such removal by the city shall be in the manner provided in O.C.G.A., §§ 41-2-7—41-2-17.
- (c) All towers must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, the owners of the towers and antennas governed by this article shall bring such towers and antennas into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations unless a more or less stringent compliance schedule is mandated by the controlling federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense. Any such removal by the city shall be in the manner provided in O.C.G.A., §§ 41-2-7—41-2-17.

- (d) All maintenance or construction on wireless transmission facilities shall be performed by persons employed by or under contract to the owner between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday except in cases of emergency. Access to facilities on city owned property shall be determined on a case-by-case basis by the department responsible for such property. The hours of access to city sites shall not exceed those specified above. Persons may not be present on site unless performing construction or maintenance at such site.
- (e) The owner or user of any telecommunications facility shall be required to submit a "facility in use certification" annually to the license and permits department. Any antenna or tower that is not operated for a continuous period of 12 months or is not properly maintained shall be considered abandoned, and the owner of such antenna or tower shall remove same and any structures housing supporting equipment within 90 days of receipt of notice from the governing authority of such abandonment. If such antenna or tower is not removed or returned to good condition within said 90 days, the governing authority may remove such antenna or tower at the owner's expense. If there are two or more users of a single tower, then this provision shall not become effective until all users cease using the tower.

Sec. 34-298. - Waiver of requirements.

No exception, waiver or variance to the conditions and requirements contained herein shall be granted unless expressly provided for in this article, or the city council finds that the proposed tower or wireless transmission facility is necessary and essential to providing the applicant's service.

Secs. 34-299 – 34-305. - Reserved.

Sec. 34-306. - Facilities lease.

The city council may, in its sole discretion which is hereby reserved, approve facilities leases for the location of wireless transmission facilities and other telecommunications facilities upon city-owned property. Neither this section, nor any other provision of this article shall be construed to create an entitlement or vested right in any person or entity of any type.

Sec. 34-307. - Lease application.

Any person that desires to solicit city council approval of a facilities lease pursuant to this article shall file a lease proposal with the county's planning and zoning department which, in addition to the information required by section 34-294, shall include the following:

- (1) A description of the wireless transmission facilities or other equipment proposed to be located upon city property;
- (2) A description of the city property upon which the applicant proposes to locate wireless transmission facilities or other equipment;
- (3) Preliminary plans and specifications in sufficient detail to identify:
 - a. The location(s) of existing wireless transmission or telecommunications facilities or other equipment upon the city's property, whether publicly or privately owned.
 - b. The location and source of electric and other utilities required for the installation and operation of the proposed facilities.
- (4) Accurate scaled conceptual drawings and diagrams of sufficient specificity to analyze the aesthetic impacts of the proposed wireless transmission facilities or other equipment;
- (5) Whether the applicant intends to provide cable service, video dial tone service or other video programming service from the facility, and sufficient information to determine whether such service is subject to cable franchising;
- (6) An accurate map showing the location of any wireless transmission or telecommunications facilities in the city that applicant intends to use or lease;

- (7) Such other and further information as may be requested by the city; and
- (8) An application fee for lease negotiation in the amount consistent with fee schedule adopted by the city council.

Sec. 34-308. - Determination by the city council.

Recognizing that the city council is under no obligation to grant a facilities lease for the use of city property, the city council shall strive to consider and take action on application for facilities leases within 60 days after receiving a complete application for such a lease. When such action is taken, the city council or their designee shall issue a written determination granting or denying the lease in whole or in part, applying the standards set forth below, or any other such criteria as the city council may choose to apply. If the lease application is denied, the determination shall include the reason for denial following review of these factors:

- (1) The capacity of the city property and public right-of-ways to accommodate the applicant's proposed facilities.
- (2) The capacity of the city property and public right-of-ways to accommodate additional utility and wireless transmission or telecommunications facilities if the lease is granted.
- (3) The damage or disruption, if any, of public or private facilities, improvements, service, travel or landscaping if the lease is granted.
- (4) The public interest in minimizing the cost and disruption of construction upon city property and within the public ways.
- (5) The service that applicant will provide to the community and region. The effect, if any, on public health, safety and welfare if the lease requested is approved. The availability of alternate locations for the proposed facilities.
- (6) Whether the applicant is in compliance with applicable federal and state telecommunications laws, regulations and policies, including, but not limited to, the registration requirements administered by the state public service commission.
- (7) The potential for radio frequency and other interference with existing public and private telecommunications or other facilities located upon the city property.
- (8) The potential for radio frequency and other interference or impact upon residential, commercial and other uses located within the vicinity of the city property.
- (9) Recommendations of the recreation department with respect to impact on park and recreation activities.
- (10) Recommendations of the public works department with respect to maintenance and security of water towers. Such other factors, such as aesthetics, as may demonstrate that the lease to use the city property will serve the community interest.
- (11) The maximization of co-location opportunities with other similar uses.

Sec.34-309. - Agreement.

No facilities lease shall be deemed to have been granted hereunder until the applicant and the city council have executed a written agreement setting forth the particular terms and provisions under which the lessee has been granted the right to occupy and use the city property.

Sec. 34-310. - Nonexclusive lease.

No facilities lease granted under this article shall confer any exclusive right, privilege, license or franchise to occupy or use city property for delivery of telecommunications services or any other purposes nor shall approval of a lease entitle the applicant to a permit to construct or place a wireless transmission facility.

Sec. 34-311. - Term of facilities lease.

Unless otherwise specified in a lease agreement, a facilities lease granted hereunder shall be valid for an initial term of one year, with the lessee granted a maximum of four one-year renewal options which options shall also be subject to approval of the city council. The term of any such agreement shall not exceed five years.

Sec. 34-312. - Rights granted.

No facilities lease granted under this article shall convey any right, title or interest in the city property, but shall be deemed a license only to use and occupy the city property for the limited purposes and term stated in the lease agreement. Further, no facilities lease shall be construed as any warranty of title.

Sec. 34-313. - Interference with other users.

No facilities lease shall be granted under this article unless it contains a provision which is substantially similar to the following:

The city council has previously entered into leases with other tenants for their equipment and wireless transmission facilities. Lessee acknowledges that the city council is also leasing the city property for the purposes of transmitting and receiving telecommunications signals from the city property. The city council, however, is not in any way responsible or liable for any interference with lessee's use of the city property which may be caused by the use and operation of any other tenant's equipment, even if caused by new technology. In the event that any other tenant's activities interfere with the lessee's use of the city property, and the lessee cannot work out this interference with the other tenants, the lessee may, upon 30 days' notice to the city council, terminate this lease and restore the city property to its original condition, reasonable wear and tear excepted. The lessee shall cooperate with all other tenants to identify the causes of and work towards the resolution of any electronic interference problem. In addition, the lessee agrees to eliminate any radio or television interference caused to city-owned facilities or surrounding residences at Lessee's own expense and without installation of extra filters on city-owned equipment. Lessee further agrees to accept such interference as may be received from city operated telecommunications or other facilities located upon the city property subject to this lease.

Sec.34-314. - Ownership and removal of improvements.

No facilities lease shall be granted under this article unless it contains a provision which states that all buildings, landscaping and all other improvements, except telecommunications equipment, shall become the property of the board of commissioners upon expiration or termination of the lease. In the event that the board of commissioners requires removal of such improvements, such removal shall be accomplished at the sole expense of the lessee and completed within 90 days after receiving notice from the city manager requiring removal of the improvements. In the event that wireless transmission facilities or other equipment are left upon city property after expiration or termination of the lease, they shall become the property of the board of commissioners, unless otherwise notified. The city council may require removal of wireless transmission facilities or other equipment by the lessee upon 30 days written notice from the city manager.

Sec. 34-315. - Compensation to the city council.

- (a) Each facilities lease granted under this article is subject to the city council's right, which is expressly reserved, to annually fix a fair and reasonable compensation to be paid for the rights granted to the lessee; provided, nothing in these sections shall prohibit the city council and a lessee agreeing to the compensation to be paid. Such compensation shall be payable in advance of the effective date of the lease and on or before January 31 of each calendar year. Any payments received after the due date shall include a late payment penalty of two percent of the annual rental fee for each day or part

thereof past the due date. The compensation shall be negotiated by the city manager or designee, subject to the city council's final approval, based on the following criteria:

- (1) Comparable lease rates for other public or private property.
 - (2) In the case land is leased, an appraisal opinion upon which the land and air space is rented.
 - (3) If structure of another user is involved, any amount needed to reimburse that user, in addition to the above.
 - (4) A yearly escalator rate commonly used in comparable leases.
 - (5) The additional rent such structure may generate if leased to additional users.
- (b) The city manager is authorized to accept telecommunications services in lieu of cash rental payment; however, such services must constitute substantial benefit to the board of commissioners over retail purchases of said telecommunications services under any applicable government rates offered by the wireless services provider.
- (c) Additional fees or charges may be established by the city council to cover actual costs of processing the application, including engineering review, inspection and appraisal cost, legal, administration of the agreement, providing on-site services and/or other direct or indirect costs.

Sec. 34-316. - Amendment of facilities lease.

Except as provided within an existing lease agreement, a new lease application and lease agreement shall be required of any telecommunications carrier or other entity that desires to significantly expand, modify or relocate its telecommunications facilities or other equipment located upon city property. If ordered by the city council to locate or relocate its telecommunications facilities or other equipment on the city property, the city council shall grant a lease amendment without further application.

Sec. 34-317. - Renewal application.

A lessee that desires to exercise a renewal option in its facilities lease under this article shall, not more than 90 days nor less than 60 days before expiration of the current facilities lease term, file an application with the city council for renewal of its facilities lease which shall include the following:

- (1) The information required pursuant to section 34-307 of this article;
- (2) Any information required pursuant to the facilities lease agreement between the city council and the lessee;
- (3) A report certified by a radio frequency engineer that the site is in compliance with current FCC radio emission standards;
- (4) All deposits or charges required pursuant to this article; and
- (5) An application fee which shall be set by the city council by resolution.

Sec. 34-318. - Renewal determination.

Recognizing that the city council is under no obligation to grant a renewal of a facilities lease for the use of city property, the city council shall strive to consider and take action on applications for renewal of such leases within 30 days after receiving a complete application for such a lease renewal. When such action is taken, the city manager shall issue a written determination granting or denying the lease renewal in whole or in part, applying the standards set forth below, or any other such criteria as the board of commissioners may choose to apply. If the renewal application is denied, the written determination shall include the reason for denial, if any after review of these factors:

- (1) The financial and technical ability of the applicant.
- (2) The legal ability of the applicant.
- (3) The continuing capacity of the city property to accommodate the applicant's existing facilities.

- (4) The applicant's compliance with the requirements of this article and the lease agreement.
- (5) Applicable federal, state and local telecommunications laws, rules and policies.
- (6) Continued need for the facility in light of technological advances and current industry standards.
- (7) Such other factors as may demonstrate that the continued grant to use the city property will serve the community interest.

Sec. 34-319. - Obligation to cure as a condition of renewal.

No facilities lease shall be renewed until any ongoing violations or defaults in the lessee's performance of the lease agreement, or of the requirements of these sections, have been cured, or a plan detailing the corrective action to be taken by the lessee has been approved by the planning director or his/her designee.

Sec. 34-320. - Legal status provisions.

- (a) *Conflict with other laws.* Whenever the regulations of this article require a greater width, depth or size of yard or impose other more restrictive standards than are required in or under any other statute or covenants, the requirements of this article shall govern. Whenever the provisions of any other statute or covenants require more restrictive standards than those of this article, the provisions of such statutes or covenants shall govern.
- (b) *Severability.* In the event any article, section, subsection, sentence, clause or phrase of this article shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other articles, sections, subsections, sentences, clauses or phrases of this article, which shall remain in full force and effect, as if the article, section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof. The city council hereby declares that it would have adopted the remaining parts of the article if it had known that such part or parts thereof would be declared or adjudged invalid or unconstitutional.
- (c) *Repeal of conflicting resolutions.* All resolutions and ordinances or portions thereof in conflict with this article are hereby repealed.

Secs. 34-321 – 34-325. - Reserved.

bob.alexander@cityofleesburgga.com

From: Mike Talley <mtalley@flinriverconsulting.com>
Sent: Tuesday, January 26, 2021 5:27 PM
To: bob.alexander@cityofleesburgga.com
Subject: Maintenance Agreement
Attachments: Maintenance Agreement Updated 9.4.20.doc

Bob,

Lee County has an Inspection and Maintenance Agreement that is required for all new storm ponds. We haven't had any new ones in Leesburg in a long time but I am needing to get some information to EPD with this years annual report.

Attached is the County's agreement. Can you use this and get it into a form that would be for the City to use when a new development is built that requires it?

I have to send the annual report to EPD by February 15th, but would like to send sooner if possible. Let me know if you see an issue or need more time.

Thanks.

Michael L. Talley, P.E., CFM
mtalley@flinriverconsulting.com
(229) 869-4241



PO Box 71143, Albany, GA 31708

MAINTENANCE AGREEMENT
CITY OF LEESBURG, GEORGIA

THIS MAINTENANCE AGREEMENT, entered into effective this ____ day of _____, 20__, by and between the City of Leesburg, (hereinafter referred to as "City") and _____, (hereinafter referred to as "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner ____ recognizes that the wet or extended detention facility or facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development known as , _____, which development is located in Land Lot(s) _____, of the ____ Land District(s) _____, of Lee County, Georgia; and,

WHEREAS, the facility or facilities are more particularly described in the approved plans and specifications of said subdivision, which approved plans and specifications are incorporated into this Agreement by specific reference thereto; and

WHEREAS, the Property Owner is the fee simple owner of real property more particularly described on the attached Exhibit A (hereinafter referred to as "the Property"), and,

WHEREAS, City of Leesburg (hereinafter referred to as "the City") and the Property Owner, agree that the health, safety and welfare of the citizens of the City require that the facility or facilities as herein described be constructed and maintained on the property, and,

WHEREAS, the City of Leesburg Development Regulations require that a facility or facilities as shown on approved development plans and specifications of a subdivision or other development be constructed and maintained by the Property Owner; and.

WHEREAS, the Property Owner and the City of Leesburg have determined that it is in their mutual best interests to enter into the Maintenance Agreement in accord with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1

The facility or facilities shall be constructed by the Property Owner in accordance with the approved plans and specifications for the development.

SECTION 2

The Property Owner, shall maintain the facility or facilities in good working condition acceptable to the City and in accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit B.

SECTION 3

The Property Owner, hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of the City of Leesburg to allow the City to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original easement is attached to this Agreement as Exhibit C and by reference made a part hereof.

SECTION 4

In the event the Property Owner, fails to maintain the facility or facilities as shown on the approved plans and specifications in good working order acceptable to the City and in accordance with the maintenance schedule incorporated in this Agreement, the City, with due notice to the Property Owner, may enter upon the property and take whatever steps it deems reasonably necessary to return the facility or facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

SECTION 5

(a) In the event the City, pursuant to the Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City, upon demand within thirty (30) calendar days of the date of the City demand for all the costs incurred by the City hereunder. If such amount is not paid within the prescribed time period, the City shall be entitled to foreclose its lien against the property held by the City in accord with the provisions of subsection (b) of this Section 5. Such lien shall be foreclosed in the same manner as an outstanding deed to secure debt is foreclosed upon under applicable Georgia law. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Property Owner's failure to maintain the facility or facilities. In lieu of requiring payment of such costs by the Property Owner, the City may elect, in its sole and absolute discretion, to accept payment from a surety or sureties under any then existing and

legally valid and enforceable maintenance bond executed and delivered by the Property Owner to the City as security for the performance and payment of such costs and expenses.

(b) The Property Owner hereby grants to the county a lien secured by the property described on Exhibit "A" hereto in such amount or amounts as may be deemed necessary to reimburse the City for any and all costs and expenses incurred by the City in maintaining the facility or facilities upon such property during the term of this Agreement.

SECTION 6

It is the intent of this agreement to insure the proper maintenance of the facility or facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party to this Agreement for damage alleged to result from or caused by storm water runoff.

SECTION 7

The Property Owner shall take all reasonable and necessary steps to make accommodation for the removal and disposal of all accumulated sediments resulting from the normal operation of the facility or facilities. Disposal of such sediment shall be provided onsite in a reserved area(s) or will be removed from the site to an approved facility. Sediment contaminated with hazardous material such as used oil, metal, etc. shall be disposed in a landfill approved of accepting said materials. Reserved area(s) shall be sufficient to accommodate for a minimum of two dredging cycles.

SECTION 8

The Property Owner shall provide the City with a payment bond and a performance bond or a letter of credit providing for the maintenance of the facility or facilities pursuant to the City's Development Regulations concerning Maintenance Agreements. Such bonds or letter of credit shall name the County as the beneficiary thereof, and shall continue to be in effect during the term of this Agreement. The failure of the Property Owner to provide such bonds or letters of credit, in such form as may be approved by the City, within thirty (30) calendar days of the execution of this Agreement, or the failure of the Property Owner to maintain such bonds or letters of credit in effect during the term hereof, shall be grounds for the City, in its sole and absolute discretion, to suspend or terminate any and all permits previously issued by the City in connection with such development.

SECTION 9

The Property Owner shall use the standard BMP Operation and Maintenance Inspection Report attached to this agreement as Exhibit D and by this reference made a part hereof for the purpose of a minimal annual inspection of the facility or facilities by a qualified inspector.

SECTION 10

The Property Owner, hereby indemnifies and holds harmless the City and its authorized elected officials, agents and employees for any and all damages, causes of action, accidents, casualties, occurrences or claims which might arise or be asserted against the City arising out of, or in connection with, the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the City. In the event a claim is asserted against the City, its elected officials, agents or employees, the City shall promptly notify the Property Owner of such

claim in writing and the Property Owner shall defend, at its sole cost and expense, any claims, legal actions, or lawsuits, based on such claim, regardless of the forum in which such claim is asserted. If any judgment or claims shall be entered against the City, its elected officials, agents or employees as a result of such claims, the Property Owner shall pay the judgment, plus all interests, costs and expenses in connection therewith within thirty (30) calendar days of the date of entry of such judgment.

SECTION 11

This Agreement shall be recorded in the deed records of the Clerk of Superior Court of Lee County and shall constitute a covenant running with the land and shall be binding on the Property Owner, and its administrators, executors, heirs, successors, and assigns..

SECTION 12

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

SECTION 13

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

SECTION 14

This agreement shall be construed under the laws of the State of Georgia.

SECTION 15

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no modification of this Agreement shall be binding unless the same is reduced to writing and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

SECTION 16

This Agreement shall become effective as of the date and year first above written and shall constitute in full force and effect for as long as the facility or facilities which are the subject of this Agreement remains in existence unless the Agreement is sooner terminated by the City by written notice to the Property Owner. Notice of such termination shall be recorded in the Lee County Deed Records by the County.

MAINTENANCE AGREEMENT

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

CITY:

City of Leesburg, Georgia

By: _____

Mayor

Attest: _____

City Clerk

[CITY SEAL]

Attachments:

Exhibit A (Plat and Legal Description)

Exhibit B (Inspection and Maintenance Schedule)

Exhibit C (Access Easement)

Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

PROPERTY OWNER (Individual):

Printed Name: _____

Attachments:

- Exhibit A (Plat and Legal Description)
- Exhibit B (Inspection and Maintenance Schedule)
- Exhibit C (Access Easement)
- Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

PROPERTY OWNER (Several Individuals):

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Attachments:

Exhibit A (Plat and Legal Description)

Exhibit B (Inspection and Maintenance Schedule)

Exhibit C (Access Easement)

Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

PROPERTY OWNER (Corporation):

[Name of Corporation]

By: _____
President

Attest: _____
Secretary

[CORPORATE SEAL]

Attachments:

- Exhibit A (Plat and Legal Description)
- Exhibit B (Inspection and Maintenance Schedule)
- Exhibit C (Access Easement)
- Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

PROPERTY OWNER (Limited Liability Company):

[Name of Company]

By: _____
Managing Member

Attest: _____
Secretary

[SEAL]

Attachments:

- Exhibit A (Plat and Legal Description)
- Exhibit B (Inspection and Maintenance Schedule)
- Exhibit C (Access Easement)
- Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

PROPERTY OWNER (Partnership):

[Name of Partnership]

By:

Partner

Attest:

Partner

Attachments:

Exhibit A (Plat and Legal Description)

Exhibit B (Inspection and Maintenance Schedule)

Exhibit C (Access Easement)

Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

EXHIBIT B

STORMWATER FACILITY INSPECTION AND MAINTENANCE SCHEDULE

STORMWATER FACILITY	INSPECTION FREQUENCY BY COUNTY STAFF	POTENTIAL MAINTENANCE FREQUENCY BY OWNERS OF FACILITY
Wet Pond	At least Once Every Two Years	Once per Month, Year and after a Major Rain Event (>2")
Dry Pond	At least Once Every Two Years	Once per Month, Year and after a Major Rain Event (>2")
Constructed Wetlands	At least Once Every Two Years	Once per Month, Year and after a Major Rain Event (>2")
Filtration Facility	At least Once Every Two Years	Once per Month, Year and after a Major Rain Event (>2")
Enhanced Swales, Grass Channels and Filter Strips	At least Once Every Two Years	Once per Month, Year and after a Major Rain Event (>2")

Required Maintenance – All stormwater structural control facilities will be maintained, at a minimum, according to the guidelines and procedures provided in Volume 2 of the Georgia Stormwater Management Manual (see www.georgiastormwater.com for more information).

In general, the City is responsible for maintenance of all stormwater infrastructure located on public property and in the right of way. Commercial, industrial and residential property owners are responsible for maintenance of stormwater infrastructure located on private property.

Inspections - The Lee County Development Services Department will inspect each stormwater facility listed above at least once every two years. Other components of the storm sewer system (e.g., pipes, culverts, drop inlets, etc.) will be inspected by the City on a periodic basis (approximately 20% each year). The results of all inspections will be documented and provided to the BMP owner of record.

EXHIBIT C

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

THIS EASEMENT granted this ____ day of _____, 20____ between the property owner _____ as party of the first part, hereinafter referred to as Grantor, and the City of Leesburg, as party of the second part, hereinafter referred to as Grantee.

WITNESSETH THAT: Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid at and before the sealing and delivery of this easement and in consideration of the agreements and covenants contained in this document and the Maintenance Agreement between Grantor and Grantee, hereby grants unto the Grantee an easement in and to that portion of the property shown on Exhibit "A" to the Maintenance Agreement, as shown and identified on the plat attached hereto as Exhibit "1".

The purpose of this easement is to allow Grantee, or its agents, access for maintenance activities to the Water Quality Best Management Practice (BMP) facility, and to prevent development of the property within the easement following issuance of the Certificate of Occupancy or in the case of a residential subdivision, the approval of the Final Plat, without written permission from the Lee County Development Services Department. This easement is required by the provisions of the Maintenance Agreement executed by and between the Grantor and Grantee. It is understood and agreed that the provisions of said maintenance agreement are incorporated into and made a part of this agreement by specific reference thereto.

**PERMANENT WATER QUALITY BMP AND
ACCESS EASEMENT AGREEMENT**

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

CITY:

City of Leesburg, Georgia

By: _____
Mayor

Attest: _____
City Clerk

[CITY SEAL]

Attachments:

Exhibit 1 (Plat of Easement)

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

PROPERTY OWNER (Individual):

Printed Name: _____

Attachments:

Exhibit 1 (Plat of Easement)

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

PROPERTY OWNER (Several Individuals):

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Attachments:

Exhibit 1 (Plat of Easement)

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

PROPERTY OWNER (Corporation):

[Name of Corporation]

By: _____
President

Attest: _____
Secretary

[CORPORATE SEAL]

Attachments:

Exhibit 1 (Plat of Easement)

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

PROPERTY OWNER (Limited Liability Company):

[Name of Company]

By: _____
Managing Member

Attest: _____
Secretary

[SEAL]

Attachments:

Exhibit 1 (Plat of Easement)

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

PROPERTY OWNER (Partnership):

[Name of Partnership]

By: _____
Partner

Attest: _____
Partner

Attachments:

Exhibit 1 (Plat of Easement)

EXHIBIT D

OPERATION AND MAINTENANCE INSPECTION REPORT FOR STORMWATER MANAGEMENT PONDS LEESBURG, GEORGIA

Inspection Date _____ Inspector Name _____

Project Location _____

Description of Pond _____

Watershed _____ Tax Map _____

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
I. POND FACILITIES					
A. Pond Dam Embankments and Emergency Spillways					
1. Vegetation and Ground Cover Adequate					
2. Surface Erosion					
3. Animal Burrows					
4. Unauthorized Planting					
5. Cracking, Bulging, or Sliding of Dam					
a. Upstream Face					
b. Downstream Face					
c. At or Beyond Toe					
i. Upstream					
ii. Downstream					
d. Emergency Spillway					
6. Pond, Toe & Chimney Drains Clear & Functioning					
7. Seeps/Leaks on Downstream Face					

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
8. Slope Protection or Riprap Failures					
9. Vertical and Horizontal Alignment of Top of Dam as Per "As-Built" Plans					
10. Emergency Spillway Clear of Obstructions and Debris					
11. Other (Specify)					
B. Riser and Principal Spillway Type: Reinforced Concrete Corrugated Pipe Masonry *Indicates Dry Ponds Only 1.* Low Flow Orifice Obstructed					
2.* Low Flow Trash Rack					
a. Debris Removal Necessary					
b. Corrosion Control					
3. Weir Trash Rack Maintenance					
a. Debris Removal Necessary					
b. Corrosion Control					
4. Excessive Sediment Accumulation Inside Riser					
5. Concrete/Masonry Condition Riser & Barrels					
a. Cracks or Displacement					
b. Minor Spalling (<1")					
c. Major Spalling (Rebars Exposed)					
d. Joint Failures					
e. Water Tightness					
6. Metal Pipe Condition					
7. Control Valve					
a. Operational/Exercised					
b. Chained and Locked					

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
8. Pond Drain Valve					
a. Operational/Exercised					
b. Chained and Locked					
9. Outfall Channels Functioning					
10. Other (Specify)					
C. Permanent Pool - Wet Ponds					
1. Undesirable Vegetative Growth					
2. Floating or Floatable Debris Removal Required					
3. Visible Pollution					
4. Shoreline Problems					
5. Other (Specify)					
D. Dry Pool Areas - Dry Pond					
1. Vegetation Adequate					
2. Undesirable Vegetative Growth					
3. Undesirable Woody Growth					
4. Low Flow Channels Clear of Obstructions					
5. Standing Water or Wet Spots					
6. Sediment and/or Trash Accumulation					
7. Other (Specify)					
E. Condition of Outfalls into Pond Area					
1. Rip Rap Failures					
2. Slope Invert Erosion					
3. Storm Drain Pipes					
4. Endwalls/Headwalls					
5. Other (Specify)					

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
F. Other					
1. Encroachments on Pond or Easement Area (Be Specific)					
2. Complaints from Local Residents (Describe on Back)			NA	NA	
3. Aesthetics					
a. Grass Mowing Required					
b. Graffiti Removal Required					
c. Other					
4. Public Hazards (Be Specific)					
5. Maintenance Access					

SUMMARY

1. Inspector's Remarks: _____

2. Overall Condition of Facility (Check One) Acceptable _____
 Unacceptable _____

3. *I hereby certify under penalty of perjury that I have performed the inspections and made a good faith effort to identify the items that need maintenance. I further certify that failure to inspect or misrepresent the need for maintenance could result in my liability for personal or property damage.*

Signed: _____ Date: _____
Inspector

City of Leesburg - General Fund

FY 2021 Budget to Actual Report by line item

FY 2021
Unaudited
Actual
Revenues &
Expenditures
12/31/2020

FY 2020
Audited
Revenues &
Expenditures

FY 2019
Audited
Revenues &
Expenditures

FY 2021
Approved
Budget

Remaining FY
2021 Budget
Actuals to
Budget-Used
Percentage of

General Fund Revenue											
100	031	31100	311100	REAL PROPERTY-CURRENT YEA	316,147	318,805	339,900	333,967	5,933		98%
100	031	31100	311105	PROPERTY TAX LATE FEES	-						
100	031	31100	311200	REAL PROPERTY-PRIOR YEAR	10,900	12,838					
100	031	31100	311300	PERSONAL PROPERTY-CURRENT	27,990	22,893	24,674	23,538	1,136		95%
100	031	31100	311310	MOTOR VEHICLE	7,716	6,452	4,600	2,404	2,196		52%
100	031	31100	311315	TAVT-LOST/SPLOST AND TRUE UP	130,198	58,218	53,000	45,440	7,560		86%
100	031	31100	311320	MOBILE HOME	1,328	979	1,000	599	401		60%
100	031	31100	311340	INTANGIBLES (REG/RECORD)	3,623	4,852	5,000	3,905	1,095		78%
100	031	31100	311400	PERSONAL PROPERTY-PRIOR YR	642	623					
100	031	31100	311600	REAL ESTATE TRANS-Intangible	3,186	1,636	1,833	2,327	(494)		127%
100	031	31100	311700	FRANCHISE TAXES-SEMC	16,720	16,323	16,150		16,150		0%
100	031	31100	311710	ELECTRIC	122,712	122,523	122,523		122,523		0%
100	031	31100	311750	CABLE	27,429	26,049	27,000	12,745	14,255		47%
100	031	31100	311760	TELEPHONE	2,247	1,742	2,300	531	1,769		23%
100	031	31300	313100	LOCAL OPTION SALES TAX	437,674	470,383	435,025	320,167	114,858		74%
100	031	31400	314210	BEER SS & USE	59,027	62,265	57,290	34,999	22,291		61%
100	031	31400	314211	WINE SS & USE	1,902	1,856	1,500	1,150	350		77%
100	031	31600	316100	BUSINESS AND OCCUPATION T	27,693	28,988	25,892	8,173	17,720		32%
100	031	31600	316200	INSURANCE PREMIUM TAX	207,571	220,486	220,486	232,582	(12,096)		105%
100	031	31600	316300	FINANCIAL INSTITUTIONS TA	10,689	15,735	15,188	565	14,623		4%
100	031	31900	319100	PENALTY-GENERAL PROPERTY	1,514	2,189	1,900	169	1,731		9%
100	031	31900	319500	FIFA	-	-	-	-	-		
100	031	31900	319910	OTHER-DELINQUENT TAX SERVI	-	-	-	-	-		
100	032	32100	321110	BEER	3,300	2,475	3,000	1,650	1,350		55%
100	032	32100	321120	WINE	3,300	2,475	3,000	1,650	1,350		55%
100	032	32100	321220	INSURANCE	-	-	-	-	-		
100	032	32400	324100	BUSINESS LICENSE PENALTY	100	400	250		250		0%
100	033	33100	331151	GEMA PROCEEDS	150,303						
100	033	33400	334100	STATE GOVERNMENT GRANTS	4,000	7,200	-	159,922	(159,922)		
100	033	33600	336000	LEE COUNTY BOARD OF ED (P	157,825	176,079	193,020		193,020		0%

City of Leesburg - General Fund

FY 2021 Budget to Actual Report by Line Item

		FY 2019 Audited Revenues & Expenditures		FY 2020 Audited Revenues & Expenditures		FY 2021 Approved Budget		FY 2021 Unaudited Actual Revenues & Expenditures 12/31/2020		Remaining FY 2021 Budget		Percentage of FY 2021 Actuals to Budget Used	
100	033	33800	33800	HOUSING AUTHORITY P-I-L-O	1,966	2,000	2,000	2,000	2,000	2,000	0%		
100	034	34100	34100	ELECTION QUALIFYING FEES	54	486	-	486	-	-	0%		
100	034	34200	34200	ACCIDENT REPORT-INDIVIDUA	588	434	1,080	472	608	608	44%		
100	034	34400	34410	REFUSE COLLECTION CHARGES	505,594	554,126	541,901	288,005	253,897	253,897	53%		
100	034	34900	34900	BAD CHECK FEE	35	-	-	-	-	-			
100	035	35100	35110	MUNICIPAL	231,173	286,977	275,000	210,630	64,370	64,370	77%		
100	036	36100	36100	INTEREST	1,569	946	1,100	155	946	946	14%		
100	037	37100	37100	DONATIONS	8,385	27	-	-	-	-			
100	037	37100	37100	TOYS FOR FOSTER CHILDREN	2,850	1,479	-	4,005	(4,005)	(4,005)			
100	037	37100	37100	EXPLORER PROGRAM DONATION	739	530	-	1,019	(1,019)	(1,019)			
100	038	38100	38100	RENTS AND ROYALTIES	-	-	5,000	-	5,000	5,000	0%		
100	038	38300	38300	REIMBURSE FOR DAMAGED PRO	53,738	-	-	-	-	-			
100	038	38300	38300	INSURANCE PROCEEDS	-	-	-	-	-	-			
100	038	38900	38900	OTHER MISCELLANEOUS INCOME	2,319	938	-	1,386	(1,386)	(1,386)			
100	038	38900	38900	CARRYOVER OF FUND BALANCE	(5)	(48)	-	2	(2)	(2)			
100	039	39100	39100	FUND BEGINNING BALANCE	-	-	100,000	-	100,000	100,000	0%		
100	039	39100	39100	PD TOYS FOR FOSTER KIDS	-	-	-	-	-	-			
100	039	39100	39100	PD EXPLORER PROGRAM	-	-	-	-	-	-			
100	039	39100	39100	TRANSFER IN-OTHER FUNDS	300,000	50,000	100,000	50,000	50,000	50,000	50%		
100	039	39100	39100	Revenue from indirect charges	60,519	69,360	58,922	29,461	29,461	29,461	50%		
100	039	39200	39200	SALE OF ASSETS	-	-	-	-	-	-			
100	061	61100	61100	TRANSFER OUT-OTHER FUNDS	-	(83,478)	-	(41,689)	41,689	41,689			
Total General Fund Revenue					2,905,259	2,466,242	2,639,534	1,729,927	909,608	909,608	66%		
General Fund Expenditures													
Council / Legislative													
** Department is cost shared w/ Water & Sewer**													
100	100	01100	00051	511010 MAYOR SALARY	3,600	3,600	3,600	3,600	3,600	3,600	100%		
100	100	01100	00051	511020 COUNCIL SALARY	11,700	11,025	11,700	10,800	900	900	92%		
100	100	01100	00052	523710 TRAINING - Mayor	-	-	1,000	-	1,000	1,000	0%		
100	100	01100	00052	523510 TRAVEL-MAYOR	65	380	1,000	(380)	1,380	1,380	-38%		

City of Leesburg - General Fund

FY 2021 Budget to Actual Report by line item

		FY 2019 Audited Revenues & Expenditures		FY 2020 Audited Revenues & Expenditures		FY 2021 Approved Budget		FY 2021 Unaudited Actual Revenues & Expenditures 12/31/2020		Remaining FY 2021 Budget		Percentage of Actuals to Budget Used	
100	100	01100	00052	523711	TRAINING-POST 1-POWELL	1,653	915	2,275	(380)	2,655	-17%		
100	100	01100	00052	523511	TRAVEL-POST 1-POWELL	4,237	1,229	4,005		4,005	0%		
100	100	01100	00052	523712	TRAINING-POST 2-RENFROE	1,325	(250)	100		100	0%		
100	100	01100	00052	523512	TRAVEL-POST 2-RENFROE	2,239		100		100	0%		
100	100	01100	00052	523713	TRAINING-POST 3-BUSH	375	625	100		100	0%		
100	100	01100	00052	523513	TRAVEL-POST 3-BUSH	-	-	100		100	0%		
100	100	01100	00052	523714	TRAINING-POST 4-WILSON	-		100		100	0%		
100	100	01100	00052	523514	TRAVEL-POST 4-WILSON	-		100		100	0%		
100	100	01100	00052	523715	TRAINING-POST 5-SHERMAN	1,503	1,111	100	(380)	480	-380%		
100	100	01100	00052	523515	TRAVEL-POST 5-SHERMAN	3,777	332	100		100	0%		
100	100	01100	00052	523716	TRAINING-POST 6-WHITE	1,503	765	100		100	0%		
100	100	01100	00052	523516	TRAVEL-POST 6-WHITE	3,082	133	100		100	0%		
100	100	01100	00053	531730	ELECTION EXPENSE- SUPPLIE	-	-	-		-			
100	100	01100	00053	531760	MAYOR/COUNCIL SUPPLIES	8,993	6,518	3,300	548	2,752	17%		
100	100	01100	00052	521200	ATTORNEY & LEGAL FEES	32,563	36,610	27,232	12,530	14,702	46%		
		Subtotal Council/Legislative				76,613	62,993	55,112	26,338	28,774	48%		
Administration													
100	100	01500	00051	511100	REGULAR EMPLOYEES	120,922	127,020	128,301	68,021	60,280	53%		
100	100	01500	00051	511101	REGULAR EMPLOYEES VAC SELL BACK	1,716	1,863	4,831	1,216	3,615	25%		
100	100	01500	00051	511105	PART TIME EMPLOYEES	3,090	4,116	3,315	2,633	682	79%		
100	100	01500	00051	511199	LONGEVITY	2,322	2,415	2,415	2,415	-	100%		
100	100	01500	00051	511300	OVERTIME	4,834	5,165	7,390	2,241	5,148	30%		
100	100	01500	00051	512100	EMPLOYEE GROUP INSURANCE	524	413	13,876	332	13,544	2%		
100	100	01500	00051	512200	FICA	10,512	11,094	11,642	6,063	5,579	52%		
100	100	01500	00051	512400	RETIREMENT - Pension	8,643	7,820	10,171	5,085	5,085	50%		
100	100	01500	00051	512415	457b ER Matching	2,043	2,876	2,901	2,853	49	98%		
100	100	01500	00051	512700	WORKERS' COMPENSATION	547	617	623	271	351	44%		
100	100	01500	00051	512910	VEHICLE ALLOWANCE	5,950	6,000	6,000	3,500	2,500	58%		
		Total Personnel Costs - Administration				161,102	169,399	191,464	94,630	96,834	49%		
100	100	01500	00052	521100	OFFICIAL/ADMINISTRATIVE	23,617	8,275	10,000	9,022	978	90%		

City of Leesburg - General Fund

FY 2021 Budget to Actual Report by line item

		FY 2019 Audited		FY 2020 Audited		FY 2021 Approved Budget		FY 2021 Unaudited Actual		Percentage of	
		Revenues & Expenditures		Revenues & Expenditures		Budget		Revenues & Expenditures 12/31/2020		FY 2021 Actuals to Budget Used	
100	100	01500	00053	531710	PRINTING/ TAX BILLS	-	-	-	-	-	-
100	100	01500	00052	521132	DELINQUENT TAX SERVICE ADD	-	-	-	-	-	-
100	100	01500	00052	521200	ATTORNEY & LEGAL FEES	1,881	1,000	311	78	922	8%
100	100	01500	00052	521201	COMPUTER SUPPORT FEES	17,723	20,000	34,634	12,329	7,671	62%
100	100	01500	00052	521220	ENGINEERING FEES	1,710	1,000	669	-	1,000	0%
100	100	01500	00052	521225	BAD DEBT EXPENSE	-	-	-	-	-	-
100	100	01500	00052	521230	AUDITOR FEES	6,929	7,200	6,929	5,740	1,460	80%
100	100	01500	00052	522210	EQUIPMENT REPAIR & MAINT	-	200	47	200	200	0%
100	100	01500	00052	522220	BUILDING REPAIR & MAINT	27,986	5,000	6,407	7,266	(2,266)	145%
100	100	01500	00052	522300	RENTS AND LEASES	3,342	3,000	2,159	143	2,858	5%
100	100	01500	00052	523100	INSURANCE, OTHER THAN EMP	12,507	14,798	13,070	6,850	7,948	46%
100	100	01500	00052	523200	COMMUNICATIONS	3,759	3,968	4,039	1,292	2,676	33%
100	100	01500	00052	523210	POSTAGE	2,089	1,740	1,852	800	940	46%
100	100	01500	00052	523300	ADVERTISING	1,082	1,500	1,223	343	1,157	23%
100	100	01500	00052	523505	TRAVEL-EMPLOYEE	8,277	1,000	7,040	-	1,000	0%
100	100	01500	00052	523600	DUES AND FEES	12,768	8,400	9,268	4,858	3,542	58%
100	100	01500	00052	523610	SOUTHWEST GA RDC DUES	3,304	3,366	3,333	1,680	1,686	50%
100	100	01500	00052	523700	EDUCATION AND TRAINING	3,218	1,000	2,730	(266)	1,266	-27%
Total Purchased / Contracted Services						130,191	83,172	101,987	50,136	33,036	60%
100	100	01500	00053	531230	ELECTRICITY	4,859	5,675	5,504	2,884	2,791	51%
100	100	01500	00053	531270	GAS & OIL	238	300	155	85	215	28%
100	100	01500	00053	531300	FOOD / EMPLOYEE APPRECIATION	2,413	2,000	2,723	2,513	(513)	126%
100	100	01500	00053	531600	SMALL EQUIPMENT	125	500	125	1,440	(940)	288%
100	100	01500	00053	531700	OFFICE SUPPLIES	8,631	5,880	8,450	3,101	2,779	53%
100	100	01500	00053	531720	CLEANING/ PAPER SUPPLIES	1,726	1,400	1,518	562	838	40%
Total Supplies - Administration						17,992	15,755	18,351	10,584	5,171	67%
100	100	01500	00054	541001	RECREATION PROPERTY	28,778	-	-	-	-	-
100	100	01500	00054	542000	MACHINERY & EQUIPMENT	-	-	-	-	-	-
100	100	01500	00054	542400	CAPITAL OUTLAY-COMPUTERS	-	-	-	-	-	-
100	100	01500	00054	542500	CAPITAL OUTLAY-OTHER EQUI	-	-	-	-	-	-
Total Capital Outlay - Administration						28,778	-	-	-	-	-

City of Leesburg ~ General Fund

FY 2021 Budget to Actual Report by line item

		FY 2019 Audited Revenues & Expenditures	FY 2020 Audited Revenues & Expenditures	FY 2021 Approved Budget	FY 2021 Unaudited Actual Revenues & Expenditures 12/31/2020	Remaining FY 2021 Budget	Percentage of Actuals to Budget Used
100	100 01500 00057 572000 SENIOR CENTER	6,894	25,751	200		200	0%
100	100 01500 00057 572020 CHAMBER OF COMMERCE	3,200	3,204	3,200	1,600	1,600	50%
100	100 01500 00057 572030 LIBRARY CONTRIBUTION	15,500	15,500	15,500	7,750	7,750	50%
100	100 01500 00057 572011 FAMILY CONNECTIONS	-	-	3,500	1,375	2,125	
Total Other - Administration		25,594	44,455	22,400	10,725	11,675	48%
Subtotal Administration		363,656	334,191	312,791	166,075	146,717	53%
Municipal Court							
100	150 01550 00051 511260 SALARY Municipal Court Judge	5,141	5,373	5,489	3,152	2,337	57%
100	150 01550 00051 512200 FICA	393	411	420	241	179	57%
Total Personnel Municipal Court		5,534	5,784	5,909	3,393	2,516	57%
100	150 01550 00052 521200 ATTORNEY & LEGAL FEES	-	-	-	-	-	
100	150 01550 00052 521201 COMPUTER SUPPORT FEES	4,920	6,500	7,830	1,620	6,210	21%
100	150 01550 00052 521210 MUNICIPAL COURT EXPENSES	401	441	366	629	(263)	172%
100	150 01550 00052 521215 CITY SOLICITOR	20,440	19,010	15,000	10,045	4,955	67%
100	150 01550 00052 521216 INDIGENT DEFENSE	6,000	4,500	6,000	2,500	3,500	42%
100	150 01550 00052 523505 TRAVEL-EMPLOYEE	870	1,629	500	500	500	0%
100	150 01550 00052 523700 Training - Employee	651	775	500	500	500	0%
100	150 01550 00052 523550 FINE ADD-ON FEES	56,740	78,083	74,250	34,530	39,720	47%
Total Purchased / Contracted Services Municipal Court		90,023	110,939	104,446	49,324	55,122	47%
Subtotal Municipal Court		95,557	116,723	#####	52,717	57,638	48%
Contingency Fund							
100	250 25100 00057 251110 CONTINGENCY FUND	1,000	1,000	100,000	-	100,000	0%
Planning & Zoning / Code Enforcement							
100	740 07450 00051 511105 PART TIME EMPLOYEES	5,220	3,930	3,120		3,120	0%
100	740 07450 00051 512200 FICA	395	301	239		239	0%
100	740 07450 00051 512700 WORKERS' COMPENSATION	231	132	136	59	77	44%
Total Personnel Planning & Zoning		5,847	4,363	3,494	59	3,435	2%
Subtotal Planning & Zoning / Code Enforcement		5,847	4,363	3,494	59	3,435	2%

City of Leesburg - General Fund

FY 2021 Budget to Actual Report by Line Item

FY 2021 Unaudited Actual Revenues & Expenditures 12/31/2020 Remaining FY 2021 Budget Actuals to Budget Used Percentage of

FY 2019 Audited Revenues & Expenditures FY 2020 Audited Revenues & Expenditures Approved Budget

Public Safety		FY 2019 Audited Revenues & Expenditures	FY 2020 Audited Revenues & Expenditures	FY 2021 Approved Budget	Unaudited Actual Revenues & Expenditures 12/31/2020	Remaining FY 2021 Budget	Actuals to Budget Used	Percentage of			
100	300	03200	00051	511100	REGULAR EMPLOYEES	531,013	567,445	567,804	298,719	269,085	53%
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	30,554	27,490	53%
100	300	03200	00051	511199	LONGEVITY	8,254	9,960	9,960	9,034	926	91%
100	300	03200	00051	511300	OVERTIME	37,849	23,040	42,566	16,409	26,157	39%
100	300	03200	00051	512100	EMPLOYEE GROUP INSURANCE	112,561	129,000	156,499	75,413	81,086	48%
100	300	03200	00051	512200	FICA	42,957	45,619	53,410	25,068	28,343	47%
100	300	03200	00051	512400	RETIREMENT	35,029	34,828	45,298	22,649	22,649	50%
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	13,363	14,735	48%
Total Personnel Services Public Safety						844,468	907,221	985,045	500,723	484,321	51%
100	300	03200	00052	521200	ATTORNEY & LEGAL FEES	-	-	-	-	-	
100	300	03200	00052	521201	COMPUTER SUPPORT FEES	9,721	9,094	9,000	5,818	3,182	65%
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	1,619	881	65%
100	300	03200	00052	522250	VEHICLE REPAIR	26,702	24,631	26,800	18,965	7,835	71%
100	300	03200	00052	522260	RADIO MAINTENANCE	4,707	1,230	500	16	500	0%
100	300	03200	00052	523100	INSURANCE, OTHER THAN EMP	11,322	11,915	13,298	6,273	7,025	47%
100	300	03200	00052	523200	COMMUNICATIONS	10,431	23,632	25,251	4,180	21,071	17%
100	300	03200	00052	523300	ADVERTISING	504	-	-	16	-	
100	300	03200	00052	523505	TRAVEL-EMPLOYEE	1,325	542	500	325	175	65%
100	300	03200	00052	523600	DUES AND FEES	888	745	724	416	308	58%
100	300	03200	00052	523700	EDUCATION AND TRAINING	1,638	848	800	319	481	40%
100	300	03200	00052	523900	UNIFORM CLEANING	499	203	500	219	281	44%
Total Purchased / Contracted Services Public Safety						70,817	75,646	80,873	38,169	42,720	47%
100	300	03200	00053	531230	ELECTRICITY	6,485	7,104	6,548	3,559	2,989	54%
100	300	03200	00053	531270	GAS & OIL	32,850	30,533	30,888	12,277	18,611	40%
100	300	03200	00053	531600	Small Equipment	-	-	-	-	-	
100	300	03200	00053	531700	OFFICE SUPPLIES	2,532	2,652	2,500	1,759	741	70%
100	300	03200	00053	531720	CLEANING/ PAPER SUPPLIES	881	1,455	1,420	438	982	31%

City of Leesburg ~ General Fund

FY 2021 Budget to Actual Report by line item

		FY 2019 Audited Revenues & Expenditures	FY 2020 Audited Revenues & Expenditures	FY 2021 Approved Budget	Unaudited Actual Revenues & Expenditures 12/31/2020	Remaining FY 2021 Budget	Percentage of FY 2021 Actuals to Budget Used
100	300	6,304	16,994	9,200	1,946	7,254	21%
100	300	-	-	-	-	-	-
100	300	973	880	-	488	(488)	-
100	300	2,353	3,829	-	3,033	(3,033)	-
100	300	1,691	5,086	4,000	1,015	2,985	25%
Total Supplies - Public Safety		54,069	68,532	54,556	24,516	30,040	45%
100	300	-	-	-	-	-	-
100	300	-	-	-	-	-	-
100	300	-	-	-	-	-	-
100	300	-	-	-	-	-	-
Total Capital Outlays - Public Safety		-	-	-	-	-	-
Subtotal Public Safety		969,354	1,051,400	1,120,474	563,408	557,082	50%
Public Works Maintenance							
100	400	465,661	470,280	477,000	199,270	277,730	42%
100	400	19,814	44,779	21,341	6,460	14,881	30%
Sub Total Sanitation		485,475	515,060	498,341	205,730	292,611	41%
100	400	112,218	114,799	125,214	61,958	63,256	49%
100	400	2,139	2,970	4,547	1,029	3,519	23%
100	400	5,961	15,610	24,148	11,453	12,695	47%
100	400	1,767	1,977	2,274	1,955	319	86%
100	400	21,260	18,531	14,058	8,679	5,379	62%
100	400	16,651	15,419	32,722	9,267	23,456	28%
100	400	10,321	10,962	12,998	6,114	6,884	47%
100	400	9,180	7,801	10,343	5,172	5,172	50%
100	400	590	523	965	241	724	25%
100	400	14,069	8,339	8,286	4,148	4,139	50%
Total Personnel Services Public Works		194,157	196,930	235,556	110,015	125,541	47%
100	400	857	944	1,100	1,100	1,100	0%
100	400	7,342	3,512	2,000	250	1,750	12%
100	400	14,504	7,286	8,000	3,750	4,250	47%

City of Leesburg - General Fund

FY 2021 Budget to Actual Report by line item

		FY 2019 Audited		FY 2020 Audited		FY 2021 Approved Budget		FY 2021 Unaudited Actual		Percentage of	
		Revenues & Expenditures		Revenues & Expenditures		Budget		Revenues & Expenditures		FY 2021 Actuals to Budget Used	
		43,503	29,733	23,000	20,160	2,840	88%				
100	400	04600	00052	522210	EQUIPMENT REPAIR & MAINT	4,012	1,273	2,500	1,230	1,270	49%
100	400	04600	00052	522220	BUILDING REPAIR & MAINT	3,046	3,355	3,000	550	2,450	18%
100	400	04600	00052	522240	TIRES AND TUBES	17,459	11,443	13,631	8,934	4,697	66%
100	400	04600	00052	522250	VEHICLE REPAIR	-	-	-	-	-	-
100	400	04600	00052	522271	CORRIDOR SIGNS	766	1,167	2,000	690	1,310	34%
100	400	04600	00052	522275	CHRISTMAS DECORATIONS	7,058	9,847	7,000	4,965	2,035	71%
100	400	04600	00052	522310	UNIFORMS	112	1,804	1,500	1,500	1,500	0%
100	400	04600	00052	522320	EQUIPMENT RENTAL	11,322	11,915	13,298	6,273	7,025	47%
100	400	04600	00052	523100	INSURANCE, OTHER THAN EMP	2,852	3,861	3,892	1,994	1,898	51%
100	400	04600	00052	523200	COMMUNICATIONS	1,656	770	1,000	1,000	1,000	0%
100	400	04600	00052	523300	ADVERTISING	-	50	500	-	500	0%
100	400	04600	00052	523505	TRAVEL-EMPLOYEE	784	653	600	461	139	77%
100	400	04600	00052	523600	DUES AND FEES	-	-	-	-	-	-
100	400	04600	00052	521200	ATTORNEY & LEGAL FEES	-	-	-	-	-	-
100	400	04600	00052	523700	EDUCATION AND TRAINING	375	600	500	500	500	0%
Total Purchased / Contracted Services - Public Works		115,649	88,213	83,521	49,256	34,265	59%				
100	400	04600	00053	531230	ELECTRICITY	4,858	5,004	5,230	2,073	3,157	40%
100	400	04600	00053	531750	OTHER SUPPLIES	-	-	-	-	-	-
100	400	04600	00053	531270	GAS & OIL	22,270	15,224	17,000	5,555	11,445	33%
100	400	04600	00053	531280	STREET LIGHTS (POWER)	60,798	60,800	62,112	25,585	36,527	41%
100	400	04600	00053	531700	OFFICE SUPPLIES	631	1,366	1,500	860	640	57%
100	400	04600	00053	531720	CLEANING/ PAPER SUPPLIES	566	1,015	1,372	327	1,045	24%
100	400	04600	00053	531810	MAINTENANCE SUPPLIES	18,121	12,515	12,225	4,600	7,625	38%
100	400	04600	00053	531820	STREET IMPROVEMENTS	4,727	-	-	-	-	-
100	400	04600	00053	531830	CHEMICALS FOR R/W DITCHES	3,702	-	-	-	-	-
100	400	04600	00053	531840	STREET SIGNS AND MARKINGS	1,868	-	-	-	-	-
100	400	04600	00053	531850	MOSQUITO FOGGER REP/CHEMI	9,294	9,804	10,000	10,000	10,000	0%
Total Supplies - Public Works		126,836	105,728	109,439	39,000	70,439	36%				
100	400	04600	00054	542200	CAPITAL OUTLAY-NEW VEHICL	-	-	-	-	-	-
100	400	04600	00054	542500	CAPITAL OUTLAY-OTHER EQUI	-	-	-	-	-	-
100	400	04600	00054	542400	CAPITAL OUTLAY-COMPUTERS	-	-	-	-	-	-

City of Leesburg ~ General Fund

FY 2021 Budget to Actual Report by line item

FY 2019 Audited Revenues & Expenditures
 FY 2020 Audited Revenues & Expenditures
 FY 2021 Approved Budget
 FY 2021 Unaudited Actual Revenues & Expenditures 12/31/2020
 Remaining FY 2021 Budget
 Percentage of FY 2021 Actuals to Budget Used

Total Capital Outlay - Public Works		922,117	995,930	926,857	404,001	522,856	44%				
Subtotal Public Works Maintenance											
Chamber of Commerce											
100	750	07520	00052	523200	COMMUNICATIONS	3,977	4,239	4,215	1,867	2,348	44%
100	750	07520	00052	522220	BUILDING REPAIR & MAINT	506	4,574	1,000	881	120	88%
100	750	07520	00052	521201	COMPUTER SUPPORT FEES	1,020		659	775	(116)	118%
100	750	07520	00052	531210	WATER, SEWER, TRASH	258	299	276	92	184	33%
100	750	07520	00053	531230	ELECTRICITY	2,982	3,786	3,500	1,727	1,773	49%
100	750	07520	00053	531720	CLEANING/ PAPER SUPPLIES	942	375	800	94	706	12%
Subtotal Chamber of Commerce			9,685	13,273		10,450	5,436			5,014	52%
Total General Fund Expenses			2,443,827	2,489,873	2,639,534	1,218,033	1,421,516				46%
General Fund Net Gain / (Loss)			461,432	(23,631)	0	511,893					

City of Leesburg ~ Water & Sewer Fund

FY 2021 Budget to Actual Report by line item

FY 2021

Unaudited Actual

FY 2020 Audited

Revenues & Expenditures

FY 2021 Approved Budget

Revenues & Expenditures

Revenues & Expenditures 12/31/2020

Remaining FY 2021 Budget

Percentage of FY 2021 Actuals to Budget Used

WATER AND SEWER FUND REVENUE

	FY 2019 Audited Revenues & Expenditures	FY 2020 Audited Revenues & Expenditures	FY 2021 Approved Budget	Unaudited Actual Revenues & Expenditures 12/31/2020	Remaining FY 2021 Budget	Percentage of FY 2021 Actuals to Budget Used
505 033 33400 33430 334302 DIRECT CDBG 16P-X-088-	480,000	-	-	-	-	
505 034 34400 34420 344210 WATER SALES	463,076	547,585	539,135	282,036	257,099	52%
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	6,345	20,655	24%
505 034 34400 34420 344214 WATER FUND BEGINNING BAL		-	230,000		230,000	0%
505 034 34400 34425 344255 SEWER SALES	446,757	499,990	482,636	263,222	219,414	55%
505 034 34400 34425 344256 SEWER TAP FEES	6,435	23,595	10,000	8,580	1,420	86%
505 034 34900 34900 349300 BAD CHECK FEE	910	596	1,500	210	1,290	14%
505 034 36100 36100 361000 INTEREST	6,376	2,441	5,000	1,559	3,441	31%
505 038 38300 38300 383010 INSURANCE PROCEEDS	8,280	2,000	-	-	-	
505 038 38900 38900 389000 OTHER MISCELLANEOUS INCOME	977	1,542	-	398	(398)	
505 038 38900 38900 389005 CASH OVER/SHORT	(68)	-	-	(10)	10	
505 039 39100 39100 391200 TRANSFER IN-OTHER FUNDS	-	83,378	-	41,689	(41,689)	
505 039 39380 39380 393800 CAPITAL CONTRIBUTIONS	81,400	55,537	-	-	-	
505 061 61100 61100 612000 TRANSFER OUT - OTHER FUNDS	(300,000)	-	-	-	-	
505 039 39100 39100 391201 Indirect Allocation	(60,519)	(69,360)	(58,922)	(29,461)	(29,461)	50%
Total Water and Sewer Fund Revenue	1,181,393	1,191,705	1,258,859	583,318	675,541	46%

WATER AND SEWER FUND EXPENSES

SEWER DEPARTMENT

505 400 04330 00051 511100 REGULAR EMPLOYEES	82,220	86,199	85,921	45,188	40,733	53%
505 400 04330 00051 511101 REGULAR EMPLOYEES VAC SELL BACK	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	97%
505 400 04330 00051 511300 OVERTIME	5,273	5,072	5,534	2,287	3,247	41%
505 400 04330 00051 512100 EMPLOYEE GROUP INSURANCE	4,849	4,762	13,140	2,657	10,482	20%
505 400 04330 00051 512200 FICA	6,642	7,019	7,567	3,853	3,714	51%
505 400 04330 00051 512400 RETIREMENT	5,555	4,958	6,475	3,237	3,237	50%
505 400 04330 00051 512415 457b plan cont	1,100	1,508	1,580	1,459	122	92%
505 400 04330 00051 512700 WORKERS' COMPENSATION	492	1,429	1,425	621	804	44%

City of Leesburg ~ Water & Sewer Fund

FY 2021 Budget to Actual Report by line item

FY 2021
Unaudited
Actual

		FY 2019 Audited Revenues & Expenditures	FY 2020 Audited Revenues & Expenditures	FY 2021 Approved Budget	FY 2021 Actual Revenues & Expenditures 12/31/2020	FY 2021 Remaining Budget	Percentage of FY 2021 Actuals to Budget Used
505	400	2,975	3,000	3,000	1,750	1,250	58%
Total Personnel Services Sewer		111,650	116,751	129,180	63,268	65,912	49%
505	400	-	-	-	2,677	(2,677)	
505	400	-	-	-	-	-	
505	400	8,080	7,259	7,500	4,432	3,068	59%
505	400	1,410	-	4,000	500	3,500	13%
505	400	-	-	-	-	-	
505	400	3,549	3,549	3,810	2,940	870	77%
505	400	-	-	-	-	-	
505	400	37,459	22,571	18,000	61	17,939	0%
505	400	-	-	-	-	-	
505	400	-	-	-	-	-	
505	400	18,399	19,363	21,609	10,193	11,416	47%
505	400	14,005	11,520	11,900	2,438	9,462	20%
505	400	-	-	300	-	300	0%
505	400	-	2,200	6,200	1,670	4,530	27%
505	400	48	-	400	96	304	24%
505	400	-	-	500	-	500	0%
505	400	3,488	1,335	1,500	399	1,101	27%
Total Contracted Services Sewer Dept		86,437	67,797	75,719	25,406	50,313	34%
505	400	28,596	26,647	22,143	7,311	14,832	33%
505	400	2,534	1,714	1,200	1,537	(337)	128%
505	400	-	-	-	-	-	
505	400	813	829	1,000	543	457	54%
505	400	2,535	7,358	5,400	5,378	22	100%
Total Supplies Sewer Dept		34,479	36,547	29,743	14,769	14,974	50%
505	400	-	-	-	-	-	
505	400	-	-	-	-	-	
505	400	-	-	-	-	-	
505	400	-	-	-	-	-	
Total Capital Outlay Sewer Dept		-	-	-	-	-	-

City of Leesburg ~ Water & Sewer Fund

FY 2021 Budget to Actual Report by line item

		FY 2019 Audited Revenues & Expenditures	FY 2020 Audited Revenues & Expenditures	FY 2021 Approved Budget	Unaudited Actual Revenues & Expenditures 12/31/2020	Remaining FY 2021 Budget	Percentage of FY 2021 Actuals to Budget Used					
505	400	04330	00056	561000	DEPRECIATION	263,876	260,323	100,000	50,000	50,000	50%	
Total Depreciation Sewer Dept				561,000		263,876	260,323	100,000	50,000	50,000	50%	
505	400	04330	00057	579000	CONTENGENY	6,748	-	25,000	-	25,000	0%	
Total Other Costs Sewer Dept				579,000		6,748	-	25,000	-	25,000	0%	
505	400	04330	00058	581301	GEFA DWSRF 11-015	7,145	6,714	6,275	-	6,275	0%	
505	400	04330	00058	582000	INTEREST PAID ON NOTES	-	-	-	-	-	0%	
Total Debt Service Sewer Dept				581,301		7,145	6,714	6,275	-	6,275	0%	
Subtotal Sewer Department				510,334		510,334	488,132	365,917	153,443	212,474	42%	
SEWAGE TREATMENT PLANT												
505	400	04335	00051	511100	REGULAR EMPLOYEES	68,910	75,959	73,976	40,532	33,444	55%	
505	400	04335	00051	511101	REGULAR EMPLOYEES VAC SELL BACK	445	488	2,785	488	2,297	18%	
505	400	04335	00051	511199	LONGEVITY	1,316	1,393	1,393	1,393	-	100%	
505	400	04335	00051	511300	OVERTIME	11,976	13,085	11,097	7,062	4,034	64%	
505	400	04335	00051	512100	EMPLOYEE GROUP INSURANCE	936	410	12,957	321	12,637	2%	
505	400	04335	00051	512200	FICA	6,421	6,888	6,822	3,751	3,071	55%	
505	400	04335	00051	512400	RETIREMENT- Pension	5,058	4,882	6,350	3,175	3,175	50%	
505	400	04335	00051	512415	457b plan cont	384	384	384	192	192	50%	
505	400	04335	00051	512700	WORKERS' COMPENSATION	294	1,887	1,298	566	732	44%	
505	400	04335	00052	521150	SLUDGE DISPOSAL	10,578	5,213	12,000	-	12,000	0%	
505	400	04335	00052	521250	WATER TESTING	34,918	35,293	35,000	12,986	22,014	37%	
505	400	04335	00052	522250	VEHICLE REPAIR	987	1,299	1,000	231	769	23%	
505	400	04335	00052	522310	UNIFORMS	822	495	800	295	505	37%	
505	400	04335	00052	523505	TRAVEL-EMPLOYEE	1,867	410	1,200	-	1,200	0%	
505	400	04335	00052	523700	EDUCATION & TRAINING	1,625	730	1,000	-	1,000	0%	
505	400	04335	00053	531230	Electricity	46,195	48,592	50,935	19,224	31,711	38%	
505	400	04335	00053	531701	Other Supplies	1,884	895	800	393	407	49%	
505	400	04335	00053	531885	Chemicals for Plant	21,049	32,873	30,000	8,272	21,728	28%	
505	400	04335	00052	522200	WWTF Repairs & Maintenance	24,939	13,860	17,000	3,780	13,220	22%	
505	400	04335	00054	542200	TRUCKS AND AUTOS	-	-	-	-	-	-	
505	400	04335	00054	542500	OTHER CAPITAL	-	-	-	-	-	-	

City of Leesburg ~ Water & Sewer Fund

FY 2021 Budget to Actual Report by line item

FY 2021

Unaudited
Actual

		FY 2019 Audited Revenues & Expenditures	FY 2020 Audited Revenues & Expenditures	FY 2021 Approved Budget	FY 2021 Actual Revenues & Expenditures 12/31/2020	Remaining FY 2021 Budget	Percentage of FY 2021 Actuals to Budget Used				
Total Sewage Treatment Plant		240,606	245,035	266,797	102,661	164,136	38%				
Subtotal Sewage Treatment Plant		240,606	245,035	266,797	102,661	164,136	38%				
Water Department											
505	400	04400	00051	511100	REGULAR EMPLOYEES	121,628	133,071	137,939	71,756	66,183	52%
505	400	04400	00051	511101	REGULAR EMPLOYEES VAC SELL BACK	1,735	2,117	4,741	1,098	3,642	23%
505	400	04400	00051	511199	LONGEVITY	2,123	2,264	2,370	2,256	114	95%
505	400	04400	00051	511300	OVERTIME	13,027	12,491	11,373	5,995	5,377	53%
505	400	04400	00051	512100	EMPLOYEE GROUP INSURANCE	11,213	11,027	25,477	6,208	19,268	24%
505	400	04400	00051	512200	FICA	10,558	11,195	12,188	6,159	6,029	51%
505	400	04400	00051	512400	RETIREMENT	11,699	16,405	10,378	5,189	5,189	50%
505	400	04400	00051	512415	457b plan cont	1,328	1,721	1,892	1,561	332	82%
505	400	04400	00051	512700	WORKERS' COMPENSATION	1,198	3,618	3,604	1,570	2,034	44%
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	196,911	212,961	103,544	109,417	49%				
505	400	04400	00052	521100	OFFICIAL/ADMINISTRATIVE	-	-	-	2,677	(2,677)	
505	400	04400	00052	521200	ATTORNEY & LEGAL FEES	-	-	200	-	200	0%
505	400	04400	00052	521201	COMPUTER SUPPORT FEES	7,900	7,042	7,000	4,332	2,668	62%
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	5,320	1,071	83%
505	400	04400	00052	521250	WATER TESTING	1,954	5,414	3,500	1,754	1,746	50%
505	400	04400	00052	522210	EQUIPMENT REPAIR & MAINT	16,929	3,694	2,000	390	1,610	19%
505	400	04400	00052	522220	BUILDING REPAIR & MAINT	2,800	2,500	1,000	-	1,000	
505	400	04400	00052	522240	TIRES AND TUBES	-	-	-	-	-	
505	400	04400	00052	522250	VEHICLE REPAIR	802	500	500	-	500	
505	400	04400	00052	522310	UNIFORMS	-	-	-	-	-	
505	400	04400	00052	522320	EQUIPMENT RENTAL	-	-	-	-	-	
505	400	04400	00052	523100	INSURANCE, OTHER THAN EMP	18,399	19,363	21,609	11,193	10,416	52%
505	400	04400	00052	523200	COMMUNICATIONS	9,376	9,160	9,720	2,382	7,338	25%

City of Leesburg ~ Water & Sewer Fund

FY 2021 Budget to Actual Report by line item

		FY 2019 Audited Revenues & Expenditures		FY 2020 Audited Revenues & Expenditures		FY 2021 Approved Budget		FY 2021 Unaudited Actual Revenues & Expenditures 12/31/2020		Remaining FY 2021 Budget		Percentage of FY 2021 Actuals to Budget Used	
505	400												
505	400	04400	00052	523210	POSTAGE	102	93	400	47	353			12%
505	400	04400	00052	523300	ADVERTISING	516	360	600	152	448			25%
505	400	04400	00052	523505	TRAVEL-EMPLOYEE	3,134	1,514	500	(760)	1,260			-152%
505	400	04400	00052	523600	DUES AND FEES	3,427	1,304	1,400	368	1,032			26%
Total Contracted Services Water Dept						73,561	59,838	57,820	27,855	29,965			48%
505	400	04400	00053	531230	ELECTRICITY-WELLS	19,351	22,169	24,104	10,169	13,935			42%
505	400	04400	00053	531270	GAS & OIL	-	-	500	-	500			0%
505	400	04400	00053	531600	SMALL EQUIPMENT	-	-	-	-	-			-
505	400	04400	00053	531700	OFFICE SUPPLIES	777	754	1,500	319	1,181			21%
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	7,000	2,266	4,734			32%
Total Supplies Water Dept						35,967	38,530	53,104	25,502	27,602			48%
505	400	04400	00054	542200	CAPITAL OUTLAY-NEW VEHICL	-	-	-	-	-			
505	400	04400	00054	542500	CAPITAL OUTLAY-OTHER EQUI	-	-	-	-	-			
505	400	04400	00054	542533	WATER TANK MAINTENANCE	-	43,129	43,129	-	43,129			0%
505	400	04400	00054	542534	WATER LINE IMPROVEMENTS	-	-	-	-	-			
Total Capital Outlays Water Dept						-	43,129	43,129	-	43,129			0%
505	400	04400	00056	561000	DEPRECIATION	100,000	100,000	100,000	50,000	50,000			50%
Total Depreciation Water Dept						100,000	100,000	100,000	50,000	50,000			50%
505	400	04400	00057	579000	CONTENGIENCY	-	-	25,000	-	25,000			0%
505	061	61100	61100	612000	TRANSFER OUT - OTHER FUNDS	-	50,000	100,000	50,000	50,000			
Total Other Costs Water Dept						-	50,000	125,000	50,000	75,000			40%
505	400	04400	00058	582000	INTEREST PAID ON NOTES	40,970	38,345	34,131	-	34,131			0%
Total Water Dept Debt Service						40,970	38,345	34,131	-	34,131			0%
Subtotal Water Department						427,982	526,753	626,145	256,901	369,245			41%

City of Leesburg ~ Water & Sewer Fund

FY 2021 Budget to Actual Report by line item

	FY 2021				Percentage of FY 2021 Actuals to Budget Used	
	FY 2019 Audited Revenues & Expenditures	FY 2020 Audited Revenues & Expenditures	FY 2021 Approved Budget	Unaudited Actual Revenues & Expenditures 12/31/2020		Remaining FY 2021 Budget
Total Water and Sewer Expenses	1,178,923	1,259,921	1,258,859	513,004	745,855	41%
Water and Sewer Net Gain / Loss	2,471	(68,216)	(0)	70,314		
Plus Unfunded Depreciation	363,876	360,323	200,000	100,000		
Less Principal Debt Reduction	162,919	193,236	182,161	-		
Less Other investment in capital						
Less Operational Transfer to General Fund	-		-	-		
Net affect on Cash Reserves increase / (decrease)	203,428	98,871	17,839	170,314		



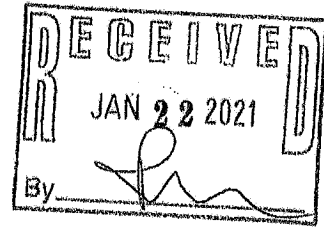
David M. Cowry
Revenue Commissioner

State of Georgia
Department of Revenue
Local Government Services Division
4125 Welcome All Road Ste 701
Atlanta GA 30349
404-724-7004
Fax: 404-724-7011

Charles Nazarian
Director

CITY OF LEESBURG
(LOST)
PO BOX 890
LEESBURG

GA 31763



January 6, 2021

Below is a list of the current distribution percentages being used within your county for local option sales tax (LOST) distributions. Copies of this letter are being sent to each jurisdiction receiving distributions within the county and are provided for your review, prior to the required renegotiation of these percentages following the decennial census. A new LOST Certificate of Distribution must be filed with the Department by December 30, 2022 (O.C.G.A. § 48-8-89), or the authority to impose the tax shall cease.

LEE	LOST	LEE COUNTY BOARD OF COMMISSIONERS	81
LEE	LOST	CITY OF LEESBURG	13
LEE	LOST	CITY OF SMITHVILLE	6

Please mail the new LOST Certificate of Distribution (dor.georgia.gov/distributions-ach-and-other-forms) to the address above or send by e-mail to localgovt.services@dor.ga.gov.

If you need any additional information, please feel free to call the number listed above.

Sincerely,

Cindy Dunlap
Supervisor, Distributions

To: Mr. Bob Alexander

From: Chief C. Prokesh

Date: January 29, 2020

RE: Monthly Report, January-2020

CADs = 1,762

Arrests = 25

Criminal/Investigative:

Municipal Court:

D.U.I. = 3
Reckless Driving = 1
Violation of Georgia Controlled Substance Act = 7
Driving Suspended/Unlicensed = 5
Disorderly Conduct = 2
Criminal Trespass = 4

Superior Court:

Disruption of Public School (juvenile) = 2
Simple Assault = 1

CITATIONS:

Citations = 154

Warnings = 90

Accidents = 13

OTHER:

1. New Year's Roadcheck
2. Officers getting second round of Covid Vaccine
3. Explorer program featured in February GMA magazine story

Lee County 911
119 Pinewood Rd Leesburg , GA 31763

CFS By Department - Select Department By Date
 For Leesburg Police Department 1/1/2021 - 1/31/2021

Leesburg Police Department	Count	Percent
ALARM/SILENT/HOLD UP	1	0.06%
ANIMAL AT LARGE	1	0.06%
ANIMAL/HUMAN BITE	1	0.06%
AREA CHECK	1381	76.36%
ASSIST MOTORIST	2	0.11%
ASSIST OTHER AGENCY/SERVICE	5	0.28%
ATTEMPT TO CONTACT	1	0.06%
ATV / DIRT BIKE COMPLAINT	2	0.11%
BUSINESS ALARM	9	0.51%
CALL BY PHONE	6	0.34%
CHILD CUSTODY ISSUE	2	0.11%
CIVIL MATTER	1	0.06%
CONTACT PERSON	2	0.11%
COW	1	0.06%
DAMAGE TO PROPERTY	3	0.17%
DISORDERLY CONDUCT	1	0.06%
DISPUTE	1	0.06%
DOMESTIC	3	0.17%
DRUG INVESTIGATION	1	0.06%
ENTER AUTO	2	0.11%
ESCORT	3	0.17%
FALL	2	0.11%
FIRE/SMOKE INVESTIGATION	1	0.06%
FIRE/UNKNOWN	1	0.06%
FLAG DOWN	1	0.06%
FOLLOW UP	25	1.42%
FRAUD	1	0.06%
FUNERAL ESCORT	1	0.06%
GENERAL MEDICAL CALL	1	0.06%
HARASSMENT COMPLAINT	1	0.06%
IMPROPERLY PARKED	1	0.06%
INFORMATION	7	0.40%
JUVENILE PROBLEM	1	0.06%
KNOCK AND TALK	1	0.06%
LICENSE/REGISTRATION	1	0.06%
LOST/MISLAIN PROPERTY	2	0.11%
MECHANICAL BREAKDOWN	3	0.17%
MISCELLANEOUS	6	0.28%
No CallType	1	0.06%
NOISE COMPLAINT	5	0.28%
OPEN DOOR/WINDOW	5	0.28%
PERSON MISSING	1	0.06%

Leesburg Police Department	Count	Percent
RECOVERED/FOUND PROPERTY	1	0.06%
RESIDENTIAL ALARM	5	0.28%
ROAD HAZARD	1	0.06%
SEIZURES/CONVULSIONS	1	0.06%
SERVE CIVIL PAPER	1	0.06%
SHOTS FIRED	1	0.06%
SPECIAL DETAIL	8	0.45%
SPEEDING/RECKLESS DRIVING	5	0.28%
STOLEN VEHICLE	1	0.06%
SUSPICIOUS ACTIVITY	7	0.40%
SUSPICIOUS PERSON/VEHICLE	24	1.36%
THEFT	1	0.06%
THREATS	1	0.06%
TRAFFIC STOP (CL)	180	10.22%
TRESPASSING	4	0.23%
UNKNOWN PROBLEM	1	0.06%
UNLOCK VEHICLE	2	0.11%
UNWANTED GUEST	4	0.23%
VEHICLE ACCIDENT	9	0.51%
VEHICLE ACCIDENT/ DEER	2	0.11%
VEHICLE ACCIDENT/ HIT AND RUN	2	0.11%
VIN VER/TRAILER INSPECTION	1	0.06%
WELFARE CHECK	4	0.23%
Total Records For Leesburg Police Department	1762	Dept Calls/Total Calls 100.00%
Total Records		1762

PUBLIC WORKS

MONTHLY REPORT

DECEMBER 25 - JANUARY 27- 2021

. **LIFT STATIONS - REMAINS OPERATIONAL [NO PUMPS REPAIR AIR]**

. **LIMBS PICK UP - FOR THE MONTH OF JANUARY [1(0)] LOADS**

TOTAL CHARGE [0.00]

. **LIGHTING - NO ACTIVITY**

CITY OF LEESBURG

PROJECT STATUS

. **MAN HOLES REPAIR - ARE MOVING FORWARD**

. **REMOVING ROOT BALLS AT CENTRAL PARK**

Count of No.	Estimated Hours	Class	Type	Total	
Location				1	
City Hall	0	Maintenance	CITY HALL	1	
		Maintenance Total		1	
		Pick up supplies	PICK UP CASES OF WATER FOR CITY HALL	2	
			TRIP TO GRIFFIN	1	
		Pick up supplies Total		3	
		Sanitation	PICK UP TRASH	1	
		Sanitation Total		5	
		0 Total			1
		0.25	Sanitation	EMPTY TRASH CANS AT ENTRANCES TO CITY HALL	1
			Sanitation Total		1
0.25 Total			6		
City Hall Total				6	
Service Address/Street	0	Sanitation	DELIVER GARBAGE CAN	1	
			PICK UP GARBAGE CAN	7	
		Sanitation Total		1	
		Storm Drainage	CLEAR OUT DRAIN THAT IS CLOGGED UP	1	
		Storm Drainage Total		1	
		Water	CHECK METER REGISTER	15	
			CUT BACK ON AFTER MISSING THEIR PTP ARRANGEMENT	13	
			CUT WATER BACK ON AFTER BILL PAID ON CUT OFF DAY	3	
			GET READING ONLY	2	
			Repair Leak	1	
			Reread Meter	2	
			TURN WATER OFF/LOCK METER/PICK UP CAN/GET READING	14	
			TURN WATER ON	1	
			TURN WATER ON DELIVER TRASH CAN GET READING	3	
			TURN WATER ON AND GET READING	1	
			VERIFY WATER IS OFF AND LOCKED. GET READING.	66	
		Water Total		64	
		0 Total			1
		0.06	Water	Reread Meter	1
			Water Total		1
		0.05 Total			1
		0.1	Water	GET READING ONLY	1
			Water Total		1
		0.1 Total			1
		0.15	Water	GET READING ONLY	1
			Water Total		1
		0.15 Total			1
		0.25	Sanitation	PICK UP BROKEN CAN AND REPLACE WITH NEW CAN	2
				TAG DOOR	1
			Sanitation Total		3
		Water	CHECK FOR LEAK AND GET READING	2	
			GET READING ONLY	1	
			Reread Meter	2	
			TURN WATER OFF/LOCK METER/PICK UP CAN/GET READING	7	
		Water Total		10	
		0.25 Total			1
		0.3	Sewer	Check for Stoppage	1
			Sewer Total		2
		Water	CHECK FOR LEAK AND GET READING	1	
			GET READING ONLY	2	
	TURN WATER OFF AND LOCK METER AND GET READING	6			
	TURN WATER OFF/LOCK METER/PICK UP CAN/GET READING	2			
	TURN WATER ON DELIVER TRASH CAN GET READING	9			
	TURN WATER ON AND GET READING	22			
Water Total		23			
0.3 Total			1		
0.45	Water	Repair Leak	1		
		TURN WATER ON DELIVER TRASH CAN GET READING	2		
	Water Total		2		
0.45 Total			1		
1	Sewer	Check for Stoppage	1		
	Sewer Total		1		
1 Total			1		
(blank)	Sanitation	PICK UP GARBAGE CAN	1		
	Sanitation Total		2		
Water	Reread Meter	2			
	TURN WATER OFF/LOCK METER/PICK UP CAN/GET READING	5			
	TURN WATER ON	9			
Water Total		10			
(blank) Total			113		
Service Address/Street Total			119		
Grand Total					

Leesburg Water Pollution Control Plant Monthly Report For January, 2021

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

<u>TEST</u>	<u>RESULTS</u>	<u>PERMIT LIMIT</u>
Avg. Daily Flow (Million Gallons)	.634	1.5
Effluent Biochemical Oxygen Demand	2.0	15
BOD Removal %	99.2	>85%
Effluent Total Suspended Solids	4.8	30
TSS Removal %	98.9	>85%
Effluent Fecal Coliform (# per 100 mL)	5.0	400
Effluent Ammonia	.06	3.0
Effluent Dissolved Oxygen	8.9	>6.0
Min & Max Effluent pH	7.1-7.4	6.0-9.0
Effluent Total Phosphorous	.37	1.5
Low-Level Mercury (mg/day)	.931	6.3
Total Rainfall for the month	4.9 in.	

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. (3) Replace batteries on yard truck. (4) Unclog/repair leaks on chemical pipework at chemical tanks.

Expenses:

Fuel (generator/vehicles/mower)	\$ 410.48
Electricity -	\$3,591.10
Chemicals used	\$1,086.24
Lab Tests -	\$2,160.00
DoCo Landfill (solids from press)	\$1,014.35
Maintenance & Repair -	\$ 215.00
Total -	\$8,477.17

Leesburg Public Drinking Water Wells Monthly Report For January, 2021

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

<u>TEST</u>	<u>RESULTS</u>	<u>PERMIT</u>
Monthly Avg. Gallons Pumped Per Day:	451,778	800,000
Total Gallons Pumped for the Month:	14.01 Million Gallons	
3 Monthly Bacteria Samples:	0/Absent	0/Absent
Daily Chlorine Residual	.91 mg/L	>.2mg/L
1 Monthly Fluoride Sample:	.59	

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 -	\$1,323.01
Chemicals used -	\$ 279.93
Routine Testing	\$ 132.00
Maintenance & Repair -	\$ 000.00
Total -	\$1,734.94