Mayor and Council Work Session

700 Doug Davis Drive Hapeville, GA 30354

March 19, 2019 6:00PM

Agenda

- 1. Call To Order
- 2. Roll Call

Mayor Alan Hallman Councilman at Large Travis Horsley Councilman Ward I Mark Adams Councilman Ward II Chloe Alexander

- 3. Welcome
- 4. Presentations
 - 4.I. State Of The City Presentation

Background:

Each year the Mayor provides the citizens of the community with an update on the State of the City. The remarks by the Mayor will cover last year's accomplishments and some of the future policy directions for 2019. The presentation will be released to the public when completed by the Mayor early next week.

Documents:

STATE OF THE CITY ADDRESS SLIDES.PDF

5. Questions On Agenda Items

The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments. The Council does listen to your concerns and will have Staff follow-up on any questions you raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.

- 6. Consent Agenda
 - 6.I. Consideration And Action On Authorizing The Mayor To Sign A Lease Agreement With The Central Of Georgia Railroad Company For Public Parking And Beautification Areas. Background:

The City Manager and Staff recently met with the Central of Georgia Railroad Company about property that the City has leased from the railroad since 1950. These leased areas include all the parking areas and beautification areas along N.Central and S.Central Avenue on the railroad corridor. The Railroad Company is requesting updated lease and insurance information. The annual payment for the lease is \$ 2,400 and is subject to yearly increases according to the Consumer Price Index.

Documents:

CENTRAL OF GEORGIA RAILROAD COMPANY LEASE AGREEMENT.PDF

And A Non-Residential Gas Extension Contract For The Installation Of A Gas Line For The Hapeville Theater.

Background:

This easement and contract with Atlanta Gas Light will allow the current gas line that is in the alley way to be extended down to the back of the Theater. The extended gas line will serve the Theater that is currently under construction at 597 N. Central Avenue.

Documents:

AGL LEASE (002).PDF EASEMENT - GAS (002).PDF

6.III. Consideration And Action To Enter Into A Mutual Aid Agreement With The City Of Atlanta Fire Department Services And Emergency Medical Services. <u>Background:</u>

Fire Department staff has been working on an intergovernmental agreement for the provision of Mutual Aid between the City of Hapeville and the City of Atlanta, Georgia each to maintain and staff a Fire Department for the purpose of fire suppression, protection, prevention, rescue and emergency medical assistance and, each of the parties hereto that they render supplemental fire suppression, protection, prevention, rescue and emergency medical assistance to the other parties in the event of a fire or other local emergency, and to take part in joint training exercises; and, it is the desire of the Parties, all signatories hereto, to enter into this agreement for mutual aid pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and the Official Code of Georgia Annotated 0.C.G.A. § 36-69 "Georgia Mutual in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereunto agree. After working with the City Manager, the City Attorney, and the neighboring jurisdictions, Fire Department staff recommends approval of this resolution.

Documents:

UPDATED CITY OF ATLANTA AGREEMENT OF MUTUAL AID.PDF

6.IV. Consideration And Action On NovaTech Copier Service Agreement And Authorization For Mayor To Sign Document

Background:

Council voted on February 5th to allow staff to negotiate with Novatech for copier services. During the negotiation period, Novatech provided a 10 day test copier to demonstrate speed, print quality and other advanced features. Staff is very please with the service and therefore recommends approving a 48 month agreement with Novatech, pending legal review.

The service agreement will be uploaded on the City's website on Monday.

7. Old Business

7.I. Consideration And Action On Appointments To The Hapeville Development Authority And The Development Authority Of The City Of Hapeville <u>Background:</u>

The Hapeville Development Authority and the Development Authority of the City of Hapeville each have a vacant seat available. At the March 5th Council Session, applicants were asked what values they could bring to each authority. After hearing from all applicants, Council voted to table the appointments until March 19th work

session.

Documents:

BOARD APPLICATION FORM - CECILIA REME_REDACTED.PDF BOARD APPLICATION FORM - JACOB WATTS_REDACTED.PDF BOARD APPLICATION FORM - KAYLA FORTNER REDACTED.PDF

7.II. Consideration And Action On FY2019 Budget Ordinance Amendment - 2nd Reading <u>Background:</u>

The attached information outlines a final budget amendment for Fiscal 2018-2019. This amendment reflects increased revenues and re-alignment of departmental expenditures. Typically, the City processes 2-3 amendments per year. Should you have any questions, please feel free to contact the City Manager's Office.

Documents:

ORDINANCE TO AMEND BUDGET 2018-2019.PDF
BUDGET ADJUSTMENT SUM REPORT - 2019.PDF
REVENUE EXPENSE REPORTS GEN FUND WATER SEWER JAN
2019.PDF

- 8. New Business
 - 8.I. Discussion On The Vacant Building Fee Ordinance Draft <u>Background:</u>

At the February 19th meeting, the consensus of Council was to have legal draft an ordinance for Vacant Building Fees. Attached is the draft ordinance for discussion.

Documents:

DRAFT ORDINANCE - VACANT BUILDING FEE.PDF

- 9. City Manager Report
- 10. Public Comments

Members of the public wishing to speak shall sign in with the City Clerk prior to the start of the meeting. Time limitations for Registered Comments are three (3) minutes per person. The total Registered Comment session shall not last more than fifteen (15) minutes unless extended by Council. Each member of the public, who fails to sign up with the City Clerk prior to the start of the meeting, wishing to address Mayor and Council shall have a total of two (2) minutes. The entire general comment session for Unregistered Comments shall not last more than ten (10) minutes unless extended by Council.

- 11. Mayor And Council Comments
- 12. Executive Session

When Executive Session is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).

13. Adjourn

Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there

are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each meeting, we respectfully ask that side-bar conversations and comments be reserved for the appropriate time during the meeting. This will allow the City Council to conduct the business at hand and afford our meeting attendees ample time for comments at the appropriate time during the meeting.



State of the City Address

March 19, 2019

Objective

 Provide a "snapshot" of 2018 and the transition into 2019

Agenda Highlights:

Leadership & Teamwork

Significant Milestones

Financial Position

City Management/Services
 Departmental Highlights/Goals



Leadership & Teamwork



Mayor Alan Hallman



Councilman at Large Travis Horsley



Councilman (Ward 1)
Mark Adams



Councilman (Ward 2)
Chloe Alexander

^{*}Alderman At Large seat is currently vacant.



Vision Statement:

Hapeville, a dynamic model community, where people feel welcome and safe and aspire to live, work and pursue their dreams.

Core Values:

- Superior Services
- ► Innovative and Creative
- **►** Culturally Vibrant
- Fiscally responsible stewardship

- Preservation of small town charm and history
- People centric
- Transparency

Significant Milestones

- Kimpton Hotel (First Full Year)
- Dogwood Streetscapes Completion
- Hapeville Performing Arts
 Center Under Construction
- Railroad Facilities
 Improvement Project

- Pedestrian Bridge Art Project
- RaceTrac Gas Station Opening
- AeroATL Greenway Plan
- Historic Mural beautifies City Hall

Kimpton Hotel (First Year Operations)

- First new hotel on the east side of Hartsfield-Jackson Atlanta International Airport since the opening of the new International Terminal.
- Located immediately adjacent to the Porsche Experience Center, celebrated its grand opening in late 2017.
- Offers 214 guest rooms and signature suites; refined yet approachable restaurants and bars featuring fresh, seasonal cooking; and 6,500 square feet of event space including a 3,600 square foot ballroom, a Rooftop Lounge with panoramic views of the Porsche handling course.





Dogwood Streetscapes Completion

Construction on the Dogwood Streetscape Project was completed in 2018. The streetscape includes new bike lanes, new curbs & gutters, new sidewalks and pedestrian lighting.



Hapeville Performing Arts Center – Under Construction

The Hapeville Performing Arts Center is currently under construction and scheduled to be finished in the spring.



Railroad Facilities Improvement Project

 The Rail Facilities Improvement Project is currently under construction and scheduled to be completed during the summer. This project includes new curb & gutter, new paving, new fencing and other safety features along the railroad corridor.





Pedestrian Bridge Art Project:

- The Hapeville Pedestrian Bridge will be transformed into a work of art that will draw visitors from the metropolitan Atlanta area.
- The City of Hapeville received two matching grants from the Georgia Council for the Arts and Fulton County Arts Council to help jump start the project.
- Local artist Whitney and Micah Stansell were selected and together they created an LED display of changing lights and images that will feature the "Hapeville" sign that will light up at night.



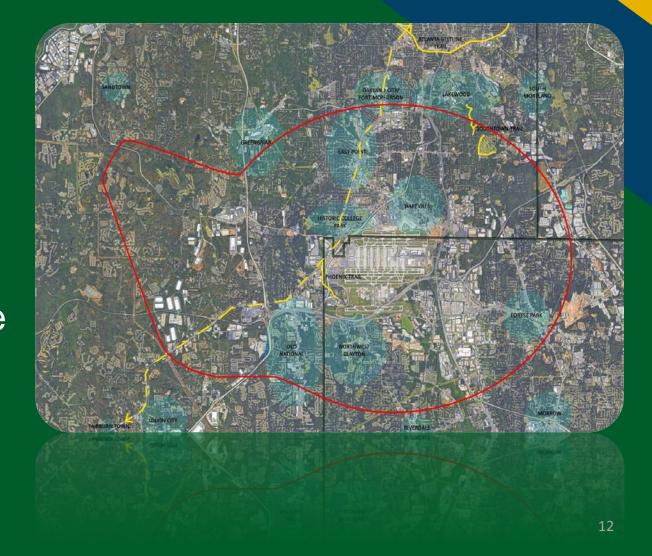
RaceTrac Gas Station Opening:

- The City of Hapeville is excited to welcome RaceTrac Convenience Market/Fueling Facility to our community.
- The recently constructed facility is located at 1180 Virginia Avenue and was completed in late 2018.



AeroATL Greenway Plan:

- In early 2017, the Aerotropolis Atlanta Community Improvement Districts (AACID's) was awarded a grant from the Atlanta Regional Commission to complete the AeroATL Greenway Plan.
- The draft plan was completed in 2018 and features a comprehensive trail master plan for the Aerotropolis area, connecting the communities around Hartsfiled-Jackson Atlanta International Airport.



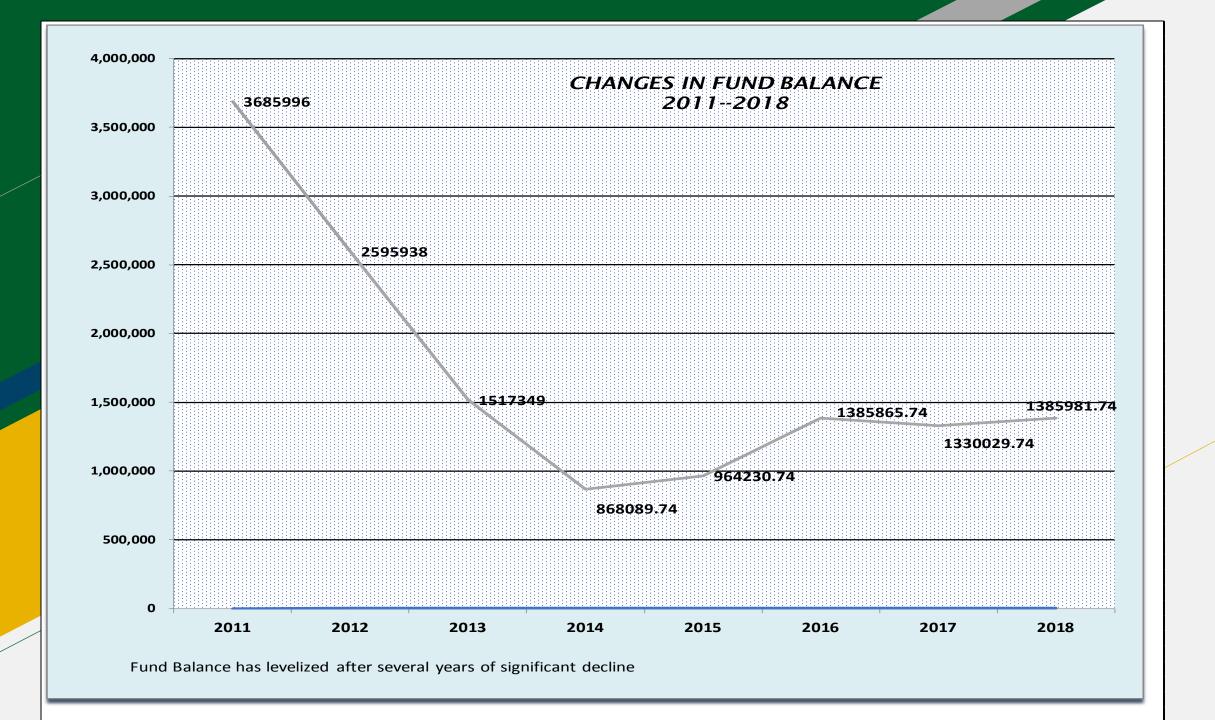
Historic Mural at City Hall Honors Marjorie Prothro

- The Hapeville Main Street Board presented an historic and beautiful artwork featured on the side wall of Hapeville City Hall.
- The artist Charmain Minniefield pays tribute to the first African-American Hapeville business owner, Ms. Marjorie Prothro.

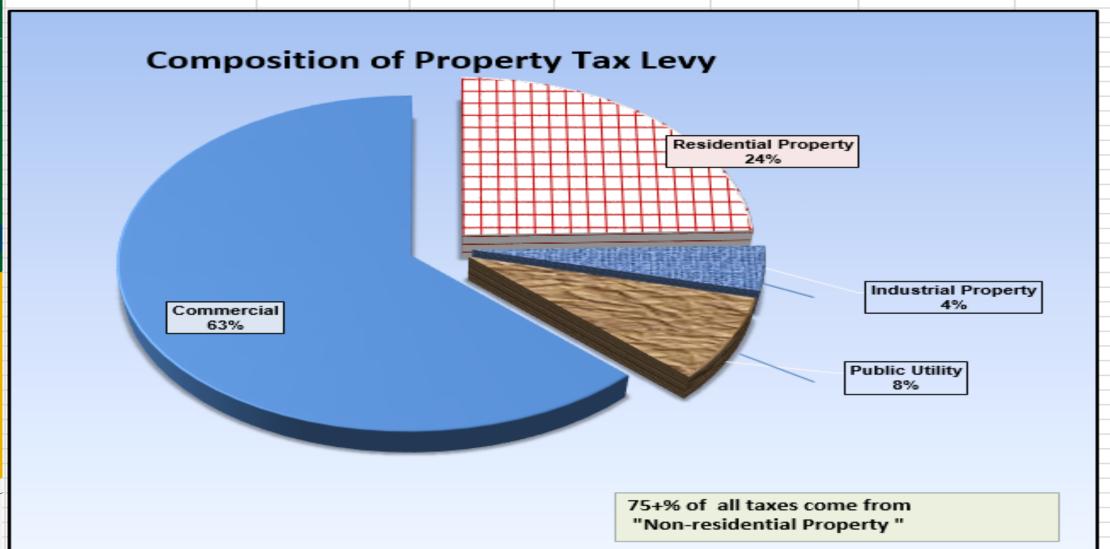


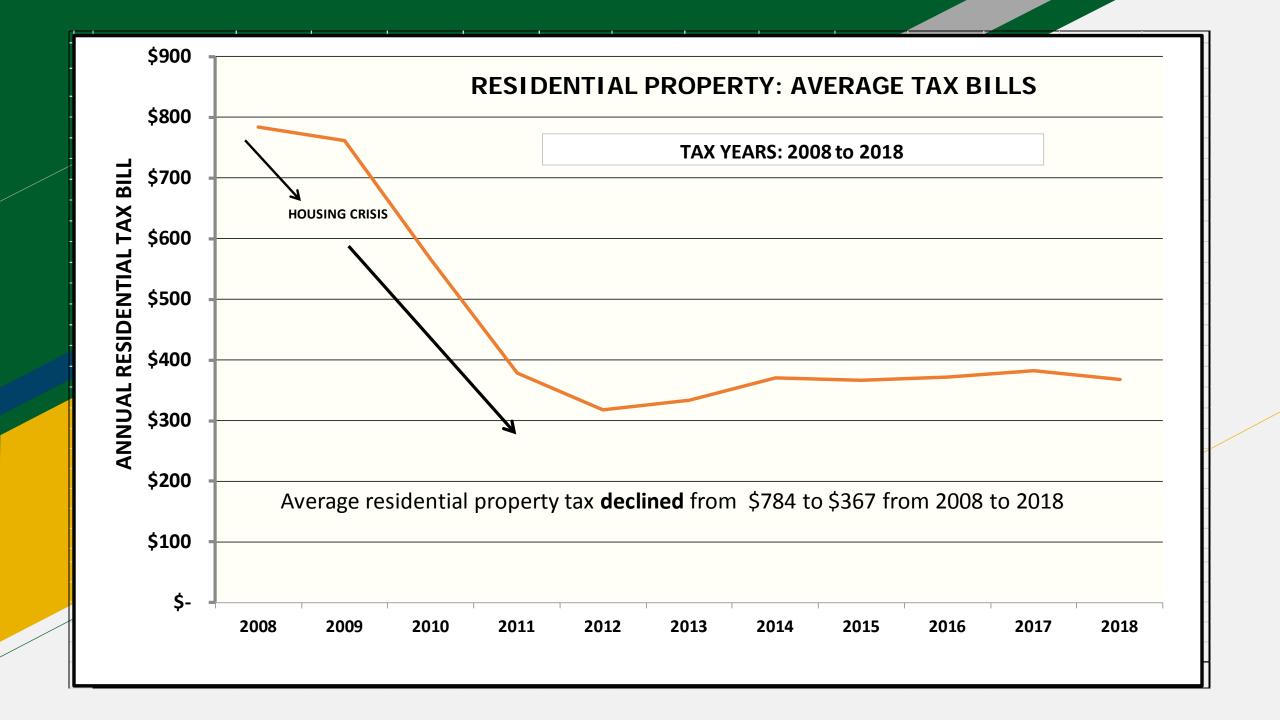
Financial Position

Changes in Fund Balance
Property Taxes



GENERAL FUND						
ASSESSED VALUE OF TAXABLE PROPERTYBY SOURCE						
	2014	2015	2016	2017	2018	% of Total
Residential	46,201,180	45,694,000	48,282,180	47,598,750	95,981,100	24.5%
Commercial	221,817,397	221,178,849	246,085,831	360,684,028	296,483,259	75.5%





City Services

Departmental Highlights and Goals



Finance Department:

2018 Accomplishments

- Awarded the National GGFOA Certificate for Achievement in outstanding reporting for fifth sequential year
- Improved internal controls by training, staffing, documentation of transactions, separation of duties and written procedures
- City's "net revenues" totaled \$354,755 (2015 to 2018)
- City's General Fund equity increased 41% from \$868,090 to \$1,222,865.
- General Fund "balanced budget" from 2015 to 2019 (no erosion of "Fund Balance" - equity)

Finance Department:

2019 Goals

- Continue to Improve City's Financial Condition: Fund Balance/equity and available cash.
- Increase Revenues with new sources, improved collections and enhancements.
- Continue training of accounting staff
- Improve Financial Report Preparation and Timing
- Provide Support for Annual Budget Process
- Improve execution and support of annual audit and financial report



IT Department



IT Department:

2018 Accomplishments



- Core network infrastructure refresh
 - Standardize on Meraki platform
 - Replaced aging unsupported equipment
- Replaced and modernized phone systems
 - Implemented Webex calling system
- Implemented user cyber security training
 - Quarterly testing of users
 - Users that failed are required to retake training course
- Workstation refreshes

IT Department: 2019 Goals



- Continue workstation refresh
 - Prioritizing off of age
 - Prioritizing off of department
- Update IT Roadmap for advancing technologies and Create a three year plan



Police Department: 2018 Accomplishments

Continued outreach initiatives to citizens through participation in Safetyville Summer Camp, National Night Out, Trunk or Treat, Lunch with Leos and Story Time Reading with Hapeville Elementary School students.









National Night Out 2018

Police Department: 2018 Accomplishments

- Continued to keep staffing vacancies a top priority. Hired four full-time Police Officers, one part-time/Reserve Police Officer, one full-time Assistant Court Clerk and one full-time Code Enforcement Officer.
- Successfully managed three promotional assessments to fill vacant supervisory positions throughout the agency.
- Upgraded equipment to improve efficiency to include: new Motorola Radios, two License Plate Readers to patrol cars, three additional cameras around the Doc Morris Baseball Fields, replaced portable fingerprint identification device, started the process for a paperless court system, and started the process of implementing an electronic warrant system.

Police Department: 2018 Accomplishments

- Hapeville patrol officers began actively networking with officers from other Metro Atlanta police departments in real time using a secure law enforcement app.
- E911 center processed 38,740 incoming administrative and service related calls. Police responded to 5,992 calls with an average response time of 1 minute 55 seconds. Code Enforcement created 975 new cases.
- Due to cost and maintenance, the Police Department's State Certification and CALEA, National Accreditation programs were eliminated. This decision effectively eliminated one additional full-time Accreditation Manager position causing an expected savings of nearly \$80,000 annually.

Police Department: 2019 Goals

The department will be focusing on our greatest asset, our employees. We recognize the importance of maintaining a motivated workforce, well equipped, trained and able to provide the level of service the citizens of Hapeville expect. We recognize that ensuring employee longevity and institutional knowledge is paramount for the success of the operation.



Fire Department: 2018 Accomplishments

- Participated in 8,700 hours of emergency response training.
- Conducted a 4-month, in-house, Advanced Firefighter course.
- Worked to establish Intergovernmental agreements for the provision of mutual aid.
- Continued to expand Community Risk Reduction programs
- Average Emergency Response time 2:14.





Fire Department: 2018 Accomplishments

- Worked with Community Services to recover \$89,000 from FEMA, in disaster relief funds from Hurricane Irma.
- Collected money for the Hapeville Toys for Kids project: approximately \$3,000.
- Collected money for the Georgia Firefighter Burn Foundation: approximately \$3,000.
- Ordered a new ambulance in FY18-19.





Fire Department: 2019 Goals

- Encourage larger participation in community safety programs (CERT, First Aid, BLS, CPR) through direct communication via the water bills and neighborhood associations.
- Expand emphasis on emergency management and disaster preparation.
- Work to expand emphasis on providing adequate staffing for all emergency response apparatus in accordance with NFPA 1710





- Work to Achieve Insurance Services
 Office (ISO) rating of Class I F.D.
- Place our newly purchase ambulance in service.



Community Services: 2018 Accomplishments

 New playground was installed in the Virginia Park Neighborhood; funded with Community Development Block Grant Funds.



Community Services: 2018 Accomplishments

The Dogwood Streetscape is a grant project that was completed in 2018. This project consisted of new sidewalks, new planters, new pedestrian street lighting and new paving.



Community Services: 2019 Goals

- Completion of Hapeville Theater
- Completion of the Rail Facilities Corridor Improvement Project Completion of the Loop Road Streetscape Project
- Completion of the AMI Water Metering Project



Recreation Department





Recreation Department: 2018 Accomplishments



For the fifth consecutive year, the Recreation Department was awarded the non – matching grant "Bright from the Start" from the State of Georgia. This grant enables the Recreation Department to feed children breakfast and lunch who are registered in the Busy Bee Summer Camp program or resides in the City of Hapeville for free during the months of June and July.

Recreation Department:

2018 Accomplishments

- Held the First Annual La Fiesta del Cinco Hapeville Festival.
- Absorbed the administration responsibilities of the Coffee and Chrome car series.
- Produced or assisted in providing 20 special events for the community.





Recreation Department:

2018 Accomplishments

Fielded 44 youth athletic teams, in five different sports, that played over 400 athletic contests without any significant injury to the participants. Yielding five league champions, three league runner ups, one district champion and one state runner up.





Recreation Department: 2019 Goals

- Continue to search for grants and sponsors that will help offset the cost of programming.
- Introduce new and innovative programs to offer to our citizens.
- Provide recreational offerings at parks that are targeted to a particular age demographic, particularly those facilities that would expand the opportunities for teens, senior citizens, and families.

Economic Development Department





Economic Development: 2018 Accomplishments

- Continued seeking grants in support of public art projects and completion of artwork of two crosswalks through a grant from KaBoom! to promote kids to play everywhere.
- Continued Intergovernmental Relations efforts resulting in spotlight on Hapeville at the Annual Aerotropolis Event highlighting Hapeville's continued partnership and support of the Community Improvements District (CID) planning efforts.
- Increased communication efforts through various social media campaigns and an "E-News" option to promote Department and City activities and initiatives.

Economic Development: 2018 Accomplishments

- Continued implementation of the City's LCI master plan recommendations through the Wayfinding and Virginia Avenue Roundabout Study and Demonstration Project which will examine the options for the development of a roundabout at the Virginia Ave/Doug Davis/Clay Place/ Hamilton Avenue Intersection.
- Established the City as a "Camera Ready" community by adopting the 2018 Film Policy which established guidelines for television, music, and film production companies that pursue media opportunities within the City.

Economic Development: 2019 Goals

- Creation of a Hapeville Welcome Packet: including information for city services, events and marketing.
- Continue creation of a citywide business data collection to improve business communications and increase accuracy of tracking growth and trends that is useful for staff, potential investors and state agencies.
- Continue seeking grants, managing incentive programs including the Opportunity Zone, and leveraging public/private partnerships and resources for business attraction.



Recognition:



Hapeville was selected by the American Planning
 Association – Georgia Chapter as the Small-Scale Winner
 for Outstanding Planning Process for the 2017
 Comprehensive Plan/LCI Study Update.

Planning & Zoning: 2018 Accomplishments

- Awarded the Livable Centers Initiative (LCI) study grant for implementation of the LCI master plan recommendations.
- Awarded the Community Development Assistance Program from the Atlanta Regional Commission for a parking study and affordable housing technical grant.

Planning & Zoning: 2018 Accomplishments

- Fast tracked and processed review of several key developments including RaceTrac, Embassy Suites, and a 22,000-sf mixed-use development.
 - Embassy Suites 174-room, 156,900-sf hotel located at 3399 International Boulevard. The Developer is YM Hospitality. Construction will begin in 2019!
 - A 22,000-sf mixed-use commercial/retail development located at 917 Virginia Avenue. The Developer is Rajesh Patel. Construction will be in 2019!





Planning & Zoning: 2018 Accomplishments

- Initiated essential text amendments to the Home Occupation, Arts Overlay District, and Restaurant ordinances.
- Updated the Future Land Use Map (FLUM) as part of the Comprehensive Plan process.

Planning & Zoning: 2019 Goals

- Coordinate the LCI Study grant for the Virginia Avenue wayfinding and roundabout study and demonstration.
- Re-adopt the Official Zoning Map.
- Continue to expedite review/approval of all applications: rezoning, variances, appeals, special use permits, site plan, design review, occupational tax and signs.



Main Street: 2018 Accomplishments

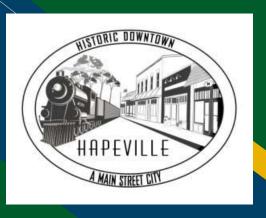
- Obtained \$13,000 in grants towards transforming the Pedestrian Bridge into public art.
- Through the selection process and film attendance, the Board supported and volunteered with the South Arts Film Series.
- Continued Support for the South Arts Film Festival.







Main Street: 2019 Goals



- Continue to align the program with the National Program
- Higher participation for training opportunities
- Continue supporting Hapeville as a regional arts destination
- Establish and Maintain a Business Ambassador Program



Ribbon Cuttings





Human Resource Department: 2018 Accomplishments

- Revised and updated the Employee Handbook
- Changed the healthcare insurance from an HMO to an Open Network
- Completed Open Enrollment for Full-time Employees and Retirees
- Filled critical positions City Manager, City Clerk, Asst. Finance Director
- Implemented ACA with Paycom
- Continued Organization for Personnel Files

Human Resource Department: 2019 Goals

- Electronic Job Application
- Employee Page for general information (i.e. Employee Handbook, Onboarding information, Benefit information)



City Clerk's Office

2018 Accomplishments

- Earned 2018 Municipality Qualifying Certification
- Implemented onsite shredding process
- Prepared for March 2019 Special Election
- Led the Copier Services RFP and selection process
- Codified Code of Ordinances
- Updated City Website with Alcohol License and Renewal Process Info.
- Processed 219 Open Records Requests
- Processed <u>4</u> Alcohol Application Requests

City Clerk's Office 2019 Goals

- Continue Educational Courses to maintain City Clerk Certification
- Assist in implementing Live Streaming/Video and Agenda Management Software
- Revamp Filing System for Physical and Electronic files in Clerk's Office to include searchable tool for easier access to records



Norfolk Southern Corporation Real Estate Department 1200 Peachtree Street NE Atlanta, Georgia 30309 Elvina Huggins

Senior Property Services Agent My Direct Line is:

Phone: (404)962-5742 Fax: (404)653-3725

E-mail: elvina.huggins@nscorp.com

March 13, 2019 Activity 1264783

VIA E-MAIL

Ms. Lee Sudduth
CITY OF HAPEVILLE
lsudduth@hapeville.org

RE: Hapeville, Fulton County, Georgia – Proposed Lease Agreement ("Lease") between CENTRAL OF GEORGIA RAILROAD COMPANY ("Landlord") and CITY OF HAPEVILLE ("Tenant"), concerning real property having an area of 2.58 acres, more or less, located at Milepost 285.58; \$2,400.00 annual rent;

Dear Mr. Sudduth:

Attached is the above referenced Lease for your handling for execution and witnessing. Please print out two (2) copies of the Lease and exhibits for execution; thereafter, return **both** originals to me. A fully-executed original will be then returned to you for your file. DO NOT DATE the Lease, as we will do so at the time of Landlord's execution. Below are the items required by Landlord in order to complete the file:

- Both originals of the Lease, signed and witnessed on behalf of CITY OF HAPEVILLE.
- A check in the amount of \$2,400.00, payable to CENTRAL OF GEORGIA RAILROAD COMPANY, for the first rental payment.
- Fax a copy of the Certificate of Insurance, as required by Paragraph 22 of the Lease, to my attention at 404-653-3725, and forward the original directly to: Risk Manager, Norfolk Southern Corporation, Three Commercial Place, Norfolk, VA 23510-2191. Instruct your insurance company to name CENTRAL OF GEORGIA RAILROAD COMPANY as an additional insured and certificate holder. For answers to questions concerning the insurance requirements, please contact Risk Management at (757) 533-4891 or email NSRISK1@nscorp.com. (Sample Certificate of Insurance enclosed)

The Certificate of Insurance must be approved and the Lease fully-executed before occupation of the property can be permitted.

The terms and conditions of this Lease shall be valid for thirty (30) calendar days from the date of this letter. If you are unable to execute the Lease within the thirty (30) calendar day time frame, please advise this office in writing of your intent or risk cancellation of your file.

Your cooperation is appreciated. If you have any questions regarding this matter, please contact me referring to the activity number above.

Sincerely,

Enclosure

E. Huggins

P H Wednesday, March 13, 2019/Activity1264783/iManage1721424v1/IDL



LEASE AGREEMENT

THIS LEASE is made as of the ______ day of ______, 2019 by and between CENTRAL OF GEORGIA RAILROAD COMPANY a Gerogia corporation (the "Landlord") and CITY OF HAPEVILLE, a Georgia government entity (the "Tenant").

1. Premises; Use. For and in consideration of the agreements set forth herein, to be paid, kept and performed by Tenant, Landlord hereby leases and rents to Tenant, insofar as its right, title and interest in the Premises enables it to do so, that certain real property located at Milepost 285.58 in Hapeville, Fulton County, Georgia, having an area of 112585.00 square feet, more or less, the location and dimensions of which are substantially shown on print of Drawing No. 1264783 dated November 19, 2018, hereunto annexed as Exhibit "A" attached hereto (the "Land"), together with all improvements thereon (the "Improvements"). The Land and the pavement and curbing Improvements are collectively referred to herein as the "Premises". This Lease is subject to all encumbrances, easements, conditions, covenants and restrictions, whether or not of record.

The Premises shall be used for free public parking and beautification and no other purpose. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. No smoking is permitted in or about the Premises. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.

The terms and conditions of the Rider, if any, attached hereto as **Exhibit "B"** are incorporated herein by this reference. In the event of an inconsistency between the terms hereof and the terms of the Rider, the terms of the Rider shall prevail.

- 2. Term. To have and to hold for a term beginning on March 1, 2019, and continuing thereafter on a periodic basis. In addition to any termination rights that the parties may have hereunder, either party may terminate this Lease for any reason by giving the other party not less than thirty (30) days' notice of such termination. Any such termination pursuant to the preceding sentence shall not relieve Tenant from satisfying and performing all of its obligations hereunder (including, but not limited to, the payment of rental) through the date of such termination and shall not relieve either party from performing any obligation that, pursuant to the terms of the Lease, survives the termination of the Lease.
- 3. Base Rental. Commencing on March 1, 2019) the "Rental Commencement Date") and thereafter on each anniversary thereof during the term of this Lease, Tenant shall pay to Landlord, without offset, abatement or demand, initial base rental of TWO THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$2,400.00) per annum. The amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "Index") as set forth below. If the Index has changed so that the base year differs from that used in

this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The "Adjustment Date" shall mean the first anniversary of the Rental Commencement Date and each anniversary thereof during the term of this Lease. The Index published nearest to the Rental Commencement Date shall be the "Base Index". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "Adjustment Index". On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under this Lease at the Rental Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

Base rental shall be due in advance. Except in the event of default, base rental for any partial rental periods shall be prorated. The acceptance by Landlord of base rental shall not constitute a waiver of any of Landlord's rights or remedies under this Lease. All payments of base rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Landlord at Mail Code 5629, P.O. Box 105046, Atlanta, Georgia 30348-5046, or such other address as Landlord may designate in any invoice delivered to Tenant. Prior to or simultaneously with Tenant's execution of this Lease, Tenant has paid to Landlord (a) a non-refundable, application fee in the amount of \$500.00, and (b) the first installment of base rental due hereunder. In the event Tenant fails to pay base rental or any other payment called for under this Lease on or before the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%).

4. Taxes. See Rider

- 5. Utilities. Landlord shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Tenant shall place any and all utility and service related bills in its name and shall timely pay the same, along with all assessments or other governmental fees or charges pertaining to the Premises, including without limitation those related to stormwater. If Tenant does not pay same, Landlord may (but shall not be obligated to) pay the same, including any and all late fees and penalties, and such payment shall be added to and treated as additional rental of the Premises.
- 6. Maintenance and Repairs. Tenant, at its sole cost, shall keep and maintain all of the Premises (including, but not limited to, all structural and non-structural components thereof and all systems) in good order and repair (including replacements) and shall keep the Premises free of pests and rodents. Tenant hereby waives (a) any rights at law or in equity to require Landlord to perform any repair, replacement or maintenance to the Premises, and (b) any right to abate rental or terminate this Lease due to the failure by Landlord to perform any repairs, replacements or maintenance. Tenant shall not create any lien, charge or encumbrance upon the Premises, and Tenant shall promptly remove or bond over any such lien, charge or encumbrance.
- 7. Modifications and Alterations to the Premises. Tenant shall make no modifications, alterations or improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any modifications or alterations consented to

by Landlord shall be completed in a good, workmanlike and lien-free manner, in accordance with all applicable laws, codes, regulations and ordinances and by contractors approved by Landlord. Tenant may remove any moveable equipment or trade fixtures owned by Tenant during the term of this Lease, provided that any damage caused by such removal shall be repaired by Tenant in a manner acceptable to Landlord.

8. Return of Premises. At the expiration or prior termination of this Lease, Tenant shall remove all of its moveable equipment and trade fixtures and repair any or all alterations made to the Premises. Upon Landlord's request, Tenant shall promptly and with due care remove any or all of the improvements located on the Premises. Tenant shall immediately repair, in a manner acceptable to Landlord, any damage arising out of any such removal or repair. Tenant shall also return the Premises, including the subsurface, in as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant, normal wear and tear excepted, and free from holes, obstructions, debris, wastes, or contamination of any kind. Tenant agrees that any improvements not removed from the Premises that are owned by Tenant may be deemed the property of Landlord at Landlord's option. Failure to comply with this Paragraph 8 will constitute holding over by Tenant.

If Tenant fails to restore the Premises, including removal of the improvements, as provided herein prior to the date Tenant is required to vacate the Premises or as otherwise requested by Landlord, then Landlord may, at Landlord's option, but at the sole cost and expense of Tenant, remove or arrange to remove all such property, improvements, obstructions, debris, waste, and contamination, and restore or arrange to restore both the surface and the subsurface of the Premises to as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant. Promptly upon bill rendered by Landlord, Tenant shall pay to Landlord the total cost of such removal and restoration, including, but not limited to, the cost of cleaning up and removing any contaminated soil or water.

- 9. Destruction of or Damage to Premises. If all or substantially all of the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. In the event of such termination, rental shall be prorated and paid up to the date of such casualty. In no event shall Tenant have any right to terminate this Lease if the casualty in question was caused or contributed to by Tenant, its agents, employees, contractors or invitees.
- 10. Indemnity. Except for damage caused solely by Landlord's negligence, Tenant agrees to indemnify, defend and save harmless Landlord, Landlord's parent companies, subsidiaries, affiliates, lessors, licensors, and subsidiaries of parent companies (collectively the "Landlord Related Entities") and Landlord's and Landlord's Related Entities' officers, directors, members, shareholders, lenders, agents and employees (collectively the "Landlord Entities") against all claims (including but not limited to claims for bodily injury, death or property damage), economic losses, liabilities, costs, injuries, damages, actions, mechanic's liens, losses and expenses (including but not limited to reasonable attorney's fees and costs) to whomsoever, including, but not limited to, Tenant's agents, workmen, servants or employees, or whatsoever occurring (collectively, "Claims") arising out of or relating to Tenant's use or occupancy of the Premises. To the fullest extent permitted by applicable laws, Tenant hereby waives and releases the Landlord Entities from any Claims (including but not limited to Claims relating to interruptions in services) arising out of or relating in any way to the Tenant's use or occupancy of the Premises.
- 11. Governmental Orders. Tenant agrees, at its own expense, to comply with all laws, orders, regulations, ordinances or restrictions applicable by reason of Tenant's use or occupancy of the Premises or operation of its business.

- 12. Condemnation. If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Landlord and Tenant as of such date. All condemnation awards shall belong to Landlord; provided, however, and to the extent permitted under applicable law, Tenant shall be entitled to file a separate claim against the condemning authority for loss of its personal property and moving expenses so long as the filing of such claim does not affect or reduce Landlord's claim as to such awards or proceeds.
- 13. Assignment. Tenant may not assign this Lease or any interest thereunder or sublet the Premises in whole or in part or allow all or a portion of the Premises to be used by a third party without the prior written consent of Landlord. If Tenant is a corporation, partnership, limited liability company or other entity, the transfer of more than fifty percent (50%) of the ownership interests of Tenant or the transfer of a lesser percentage which results in a transfer of control of Tenant (WHICH INCLUDES, WITHOUT LIMITATION, TRANSACTIONS IN WHICH TENANT SELLS ITS BUSINESS, SELLS ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF ITS BUSINESS OR MERGES OR CONSOLIDATES WITH ANOTHER ENTITY), whether in one transaction or a series of related transactions, shall constitute an assignment for purposes of this Lease. All requests for an assignment or sublease shall be accompanied by a copy of the proposed assignment or sublease agreement and an administrative fee in the amount of \$750.00. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder. No such assignment or sublease nor any subsequent amendment of the Lease shall release Tenant or any guarantor of Tenant's obligations hereunder. If any such subtenant or assignee pays rental in excess of the rental due hereunder or if Tenant receives any other consideration on account of any such assignment or sublease, Tenant shall pay to Landlord, as additional rent, one-half of such excess rental or other consideration upon the receipt thereof. Any assignment or sublease made in violation of this Paragraph 13 shall be void and shall constitute a default hereunder.
- 14. Environmental. Tenant covenants that neither Tenant, nor any of its agents, employees, contractors or invitees shall cause or permit any aboveground or underground storage tanks or associated piping (collectively "Tanks") to be located on or under the Premises or any Hazardous Materials (as hereinafter defined) to be stored, handled, treated, released or brought upon or disposed of on the Premises. Tenant shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety (collectively "Environmental Laws"). Tenant shall not under any circumstance dispose of trash, debris or wastes on the Premises and will not conduct any activities on the Premises which require a hazardous waste treatment, storage or disposal permit. As used herein, the term "Hazardous Materials" means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq., or the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq. (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq. Tenant shall indemnify, defend and hold the Landlord Entities harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultant's fees, experts' fees, attorney's fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (1) the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises from and after the date of this Lease or (2) the violation by Tenant of any provision of any Environmental Laws. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenants set forth in this Paragraph 14 have been violated by Tenant,

Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rental, within thirty (30) days after demand therefor by Landlord. Landlord has the right to enter the Premises at all reasonable times for purposes of inspecting the Premises in order to evaluate Tenant's compliance with the covenants of this Paragraph 14. In the event Tenant delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to Tanks or Hazardous Materials in, on or about the Premises, Tenant shall immediately send to Landlord a copy of such notices or materials. Tenant shall also provide Landlord with a detailed report relating to any release of a Hazardous Material in, on or about the Premises whenever such release is required to be reported to governmental authorities pursuant to the Environmental Laws. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to cause to be performed such environmental studies of the Premises by an environmental consultant as are necessary to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises during the term of this Lease in violation of the terms hereof. If any such study reveals any violation of this Lease, Tenant shall promptly reimburse Landlord for the costs of such studies and Tenant shall immediately undertake a further investigation, if necessary, and remediation of such contamination. Landlord may undertake such investigation and remediation if Tenant fails to do so within a reasonable time frame, in which case Tenant shall promptly reimburse Landlord for the cost of same within thirty (30) days after demand therefore by Landlord. The obligations of this Paragraph 13 shall survive the expiration or earlier termination of this Lease.

- 15. Default; Remedies. In the event (i) any payment of rental or other sum due hereunder is not paid within ten (10) days after the due date thereof; (ii) the Premises shall be deserted or vacated; (iii) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than an obligation requiring the payment of rental or other sums hereunder, and shall not cure such failure within twenty (20) days after notice to the Tenant of such failure to comply; (iv) Tenant shall attempt to violate or violate Paragraph 13 above; or (v) Tenant or any guarantor shall file a petition under any applicable federal or state bankruptcy or insolvency law or have any involuntary petition filed thereunder against it, then Landlord, in addition to any remedy available at law or in equity, shall have the option to do any one or more of the following:
 - (a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to indemnify the Landlord Entities for all loss, damage and expense which Landlord may suffer by reason of such termination.
 - (b) Without terminating this Lease, terminate Tenant's right of possession, whereupon rental shall continue to accrue and be owed by Tenant hereunder. Thereafter, at Landlord's option, Landlord may enter upon and relet all or a portion of the Premises (or relet the Premises together with any additional space) for a term longer or shorter than the remaining term hereunder and otherwise on terms satisfactory to Landlord. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rental hereunder and all net sums received by Landlord on account of such reletting (after deducting all costs incurred by Landlord in connection with any such reletting, including without limitation, tenant improvement costs, brokerage commissions and attorney's fees).
 - (c) Pursue a dispossessory, eviction or other similar action against Tenant, in which event Tenant shall remain liable for all amounts owed hereunder, including amounts accruing hereunder from and after the date that a writ of possession is issued.

(d) Perform any unperformed obligation of Tenant, including, but not limited to, cleaning up any trash, debris or property remaining in or about the Premises upon the expiration or earlier termination of this Lease. Any sums expended by Landlord shall be repaid by Tenant, as additional rent, within ten (10) days after demand therefor by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies available at law or in equity. Tenant agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees and consultant's fees, incurred by Landlord in connection with enforcing the performance of any of the provisions of this Lease, whether suit is actually filed or not. Acceptance of rental or any other sums paid by Tenant shall not constitute the waiver by Landlord of any of the terms of this Lease or any default by Tenant hereunder. Landlord shall not be required to mitigate damages, and the parties intend to waive any burden that applicable law may impose on Landlord to mitigate damages; provided, however, if applicable law nevertheless requires Landlord to mitigate damages then (i) Landlord shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for leasing; (ii) Landlord shall not be obligated to expend any efforts or any monies beyond those Landlord would expend in the ordinary course of leasing space; and (iii) in evaluating a prospective reletting of the Premises, the term, rental, use and the reputation, experience and financial standing of prospective tenants are factors which Landlord may properly consider.

- 16. Signs; Entry by Landlord. Landlord may place "For Lease" signs upon the Premises one hundred twenty (120) days before the termination of this Lease and may place "For Sale" signs upon the Premises at any time. Landlord may enter the Premises with prior notice to Tenant at reasonable hours during the term of this Lease (a) to show the same to prospective purchasers or tenants, (b) to make repairs to Landlord's adjoining property, if any, (c) to inspect the Premises in order to evaluate Tenant's compliance with the covenants set forth in this Lease, or (d) to perform activities otherwise permitted or contemplated hereby.
- 17. No Estate in Land. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; Tenant's interest is not assignable by Tenant except as provided in Paragraph 13, above.
- 18. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof with Landlord's written consent, Tenant shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the base rental shall become two times the then current base rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Tenant waives any right that it may have to additional notice pursuant to applicable law. If Tenant remains in possession of the Premises after the expiration of the term hereof without Landlord's written consent, Tenant shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Landlord any damages resulting from such holdover, Tenant shall pay base rental at the rate of three times the then current base rental. In such circumstance, acceptance of base rental by Landlord shall not constitute consent or agreement by Landlord to Tenant's holding over and shall not waive Landlord's right to evict Tenant immediately.
- 19. Notices. Any notice given pursuant to this Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:
 - (a) <u>Landlord</u>: c/o Director Real Estate, Norfolk Southern Corporation, 1200 Peachtree Street, $NE 12^{th}$ Floor, Atlanta, Georgia 30309-3579, or at such other address as Landlord may designate in writing to Tenant.

(b) <u>Tenant</u>: City of Hapeville, 3468 North Fulton Avenue Hapeville, Georgia 30354, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

- 20. Track Clearance. Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Landlord, Tenant shall assume sole responsibility for and shall indemnify, save harmless and defend the Landlord Entities from and against all claims, actions or legal proceedings arising, in whole or in part, from the conduct of Tenant's operations, or the placement of Tenant's fixtures, equipment or other property, within twenty-five feet (25') of Landlord's tracks, if any, located on or adjacent to the Premises. In this connection it is specifically understood that knowledge on the part of Landlord of a violation of the foregoing clearance requirement, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve Tenant of its obligations to indemnify the Landlord Entities for losses and claims resulting from any such violation.
- 21. Brokerage. Landlord and Tenant hereby covenant and agree to indemnify and hold the other harmless from and against any and all loss, liability, damage, claim, judgment, cost and expense (including without limitation attorney's fees and litigation costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under the indemnifying party, whether or not such claim is valid.
- 22. Tenant's Insurance. Tenant shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Landlord, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$2,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Tenant's contractual liability hereunder, (c) cover Tenant and Landlord for liability arising out of work performed by any third parties for Tenant in or about the Premises, (d) name the Landlord Entities as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Landlord. Any property insurance maintained by Tenant on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Landlord. Tenant shall deliver certificates of insurance evidencing the insurance required hereinabove to Landlord simultaneously with the execution of this Lease by Tenant, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Landlord. If Tenant fails to obtain the necessary coverages, Landlord may do so at Tenant's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Landlord's Risk Management Department, Three Commercial Place, Norfolk, Virginia 23510, simultaneously with the execution of this Lease by Tenant. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Tenant hereunder and shall not waive Landlord's right to seek a full recovery from Tenant.
- 23. Rent Increase Notice. In addition to the rights set forth in Article 15 above, but no sooner than one (1) year after the date of this Lease, Landlord shall have the right, from time to time, to send Tenant a rent increase notice in a form substantially similar to that attached hereto as Exhibit "C" and made a part hereof. If Tenant either agrees to such rent increase or elects to remain on the Premises

beyond the stated termination date in the rent increase notice, then such increase shall take effect in the manner prescribed in Tenant's rent increase notice without the need for any further documentation.

- 24. Joint and Several. If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.
- 25. No Warranties; Entire Agreement. TENANT ACCEPTS THE PREMISES "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ALL CLAIMS FOR ECONOMIC LOSSES AND ALL OTHER DAMAGE OF ANY NATURE WHATSOEVER ACCRUING TO TENANT, INCLUDING, BUT NOT LIMITED TO THE VALUE OF ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS OF TENANT UPON THE PREMISES, RESULTING FROM OR ARISING BY REASON OF ANY DEFICIENCY, INSUFFICIENCY OR FAILURE OF TITLE OF LANDLORD. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AS TO THE PREMISES, AND NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES, NOT EMBODIED HEREIN, SHALL BE OF ANY FORCE OR EFFECT.
- **26. Survival.** The provisions of Paragraphs 7, 8, 10, 14, 18 and 21 shall survive the expiration or earlier termination of this Lease.
- 27. Miscellaneous. Knowledge on the part of Landlord or any employee, agent or representative of Landlord of any violation of any of the terms of this Lease by Tenant shall constitute neither negligence nor consent on the part of Landlord, and shall in no event relieve Tenant of any of the responsibilities and obligations assumed by Tenant in this Lease. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Subject to the terms of Paragraph 13 above, this Lease shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Landlord and Tenant. If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those which or to which used may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease. Neither party shall be bound hereunder until such time as both parties have signed this Lease. This Lease shall be governed by the laws of the State or Commonwealth in which the Premises are located.
- 28. Signature. The parties agree that if an authorized officer of a party fully signs this Agreement in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Agreement, and, upon full execution of the Agreement by all parties, shall create a legally binding Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

Witness: As to Landlord	LANDLORD:
Signature Name:	a Gerogia corporation
	By:
	Name:
Witness: As to Landlord	Title:
Signature	Date of Landlord Signature:
Signature Name:	
Witness: As to Tenant	TENANT:
	CITY OF HAPEVILLE
Signature	a Georgia government entity
Name:	
	By:
	Name:
Witness: As to Tenant	Title:
	Date of Tenant Signature:
Signature	
Name:	[SEAL]

ph/Andrew Seiler, December 18, 2018/Activity1264783/iManage1721230v1







EXHIBIT B

RIDER TO LEASE AGREEMENT BY AND BETWEEN THE CENTRAL OF GEORGIA RAILROAD COMPANY, AS LANDLORD, AND CITY OF HAPEVILLE, AS TENANT

This rider is attached to and made a part of the referenced Lease Agreement. In the event of an inconsistency between the terms of this Rider and the terms of the Lease agreement, the terms of this Rider shall control.

- 1. <u>Tenant-Owned Improvements</u>. Tenant shall have the right to use and maintain the existing Tenant-Owned pavement and curbing (the "Tenant-Owned Improvements") located upon the Premises. Said Tenant-Owned Improvements shall not become fixtures upon the realty, but shall remain the property of Tenant and shall be removed from the Premises upon termination or expiration of the Lease.
- 2. <u>Beautification</u>. Tenant will enter the Premises for the sole purpose of landscaping and gardening the Premises with grass, flowers and low shrubbery and of maintaining said landscaping. In no event shall any trees be planted or permitted to grow on the Premises. This Lease is a personal privilege to Tenant and shall not be assigned without the written consent of Company, nor shall Tenant, except with such written consent, permit the Premises to be used for any purpose by any other party, firm or corporation.

It is specifically understood and agreed that the Premises are not to be open to the public and that said Premises are not and will not be permitted to become a park. Tenant will not install benches, walkways, recreation equipment or anything other than landscaping material and plants on the Premises.

Grass, flowers and shrubbery planted by Tenant on the Premises shall be maintained, cut and trimmed by Tenant in a safe and orderly manner so as not to obstruct the view of Landlord's employees engaged in railroad operations or of pedestrians or motorists. In no event shall any shrubbery be permitted to exceed 48 inches in height. Tenant agrees that no grass, flowers or shrubbery shall be planted closer than 100 feet on each side of any grade crossing over tracks of Landlord not protected by flashing light crossing signals.

In installing, maintaining or removing said landscaping, Tenant will not damage or interfere with the drainage facilities of Landlord. If new or additional drainage is required in connection with the landscaping permitted herein, such drainage will be constructed at the sole expense of Tenant, will be subject to the advance, written approval of Landlord, and will be constructed so as to cause any runoff to flow away from Landlord's railroad facilities.

- 3. <u>Georgia Usufruct</u>. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except as specifically provided in the Lease.
- 4. <u>Supersede and Cancel</u>. This Lease Agreement hereby supersedes and cancels the following leases as of the effective date hereof:
 - a) the Lease dated June 6, 1950, as amended, between *Central of Georgia Railway Company and the Mayor and Council of the City of Hapeville* concerning the use of 1,200 square feet or property, more or less, at Hapeville, Fulton County, Georgia,. Custodian No. 150614

Notwithstanding said superseding and cancelling of said agreement, Landlord reserves and retains any and all rights with regard to any liabilities that have accrued under the terms of said agreement prior to the Effective date of this Agreement; and

b) the Lease dated April 16, 1957, as amended, between *Central of Georgia Railway Company and the Mayor of Council of the City of Hapeville* concerning the use of 10,000 square feet or property, more or less, at Hapeville, Fulton County, Georgia. Custodian No. 150650.

Notwithstanding said superseding and cancelling of said agreement, Landlord reserves and retains any and all rights with regard to any liabilities that have accrued under the terms of said agreement prior to the Effective date of this Agreement; and

c) the Lease dated May 1, 1959, as amended, between *Central of Georgia Railway Company and the Mayor of Council of the City of Hapeville* concerning the use of 17,128 square feet or property, more or less, at (Hapeville, Fulton County, Georgia, Custodian No. 150651.

Notwithstanding said superseding and cancelling of said agreement, Landlord reserves and retains any and all rights with regard to any liabilities that have accrued under the terms of said agreement prior to the Effective date of this Agreement

the Lease dated January 1, 1981, as amended, between *Central of Georgia Railway Company and City of Hapeville* concerning the use of 17,000 square feet or property, more or less, at (Hapeville, Fulton County, Georgia,. Custodian No. 150651.

Notwithstanding said superseding and cancelling of said agreement, Landlord reserves and retains any and all rights with regard to any liabilities that have accrued under the terms of said agreement prior to the Effective date of this Agreement

5. Landlord Pays Taxes. Landlord shall pay all real estate taxes and assessments (regular or special) pertaining to the Premises on or before the date the same become delinquent. Notwithstanding the foregoing, Tenant shall be responsible for any taxes or assessments imposed upon or assessed against Tenant's personal property, and Tenant shall pay and be liable for all rental, sales and use taxes, and other similar taxes, if any, levied or imposed by any city, state, county or other governmental authority (including any rental tax). Such payments shall be paid concurrently with the payment of base rental or other sum due hereunder upon which the tax is based. If Landlord pays any taxes or assessments which are Tenants responsibility under this Paragraph, Tenant shall reimburse Landlord within ten (10) days after Tenant's receipt of paid invoices for such taxes and assessments.



NON-RESIDENTIAL GAS EXTENSION CONTRACT

#815.07 STATE OF GEORGIA COUNTY OF FULTON DATE: 02/27/2019 AFE NO

174163

BCA ID

225374

APPLICANT

CITY OF HAPEVILLE

LOCATION

597 N CENTRAL AVE, HAPEVILLE, GA 30354

MAILING ADDRESS 597 N CENTRAL AVE

WITNESS

MARKETER

HAPEVILLE, GA 30354

THIS AGREEMENT, entered into by and between Atlanta Ges Light Company, hereinafter called
Company, and CITY OF HAPEVILLE hereinafter called Applicant, witnesseth:

A Estimated Cost To Serve

B Estimated Annual Revenue

WHEREAS, Applicant owns, or occupies as lessee, certain property in Land Lot No.x of the x District of FULTON County, GEORGIA, being No. 597 N CENTRAL AVE, in the City of HAPEVILLE; and has made application for gas to be supplied by Company to above property; and

WHEREAS , facilities of Company are not now available; and Company is willing to make its facilities available to Applicant, subject to its Rules and Regulations as hereinafter referred to,

NOW, THEREFORE, in consideration of the premise and the mutual benefits to be derived therefrom, the parties hereto bind themselves, their personal representatives, successors and assigns, as follows:

- (1) Company will install gas facilities to serve Applicant in accordance with Rule 8 of Company's Rules and Regulations attached hereto, and made apart hereof. The Company will install gas facilities, substantially as configured in Attachment A, Including 1 gas meter(s) to serve the total equipment load indicated in Schedule A at a delivery pressure of 2 #;. Any changes to these facilities or their configuration required by the Applicant will be provided by the Company and paid for by the Applicant at the Company's current material and labor rates.
- (2) Applicant will install and commence using in a bone fide manner within six months after the date of the completion of the extension, and continue to so use for a period of 10 years those appliances and equipment indicated by Schedule A hersof, on which the Company has relied in computing the Estimated Annual Revenues and the allowable investment, as defined in Rule 8 B (1), for facilities allowed free to the Applicant and the advance, if any, to be paid by Applicant to Company.
- (3) Within one year after service is commenced to a Customer, the Company will determine if the Estimated Annual Revenues in accordance with Schedule A has been met.
- (4) If Based upon this determination, there is a lesser Allowable Investment than that originally granted, and a payment is required in addition to the prior payment by the applicant, if any, such additional payment shall be paid by the Applicant. The total payment(s), if any, by the Applicant shall not exceed the Estmated Cost to Serve Indicated in Schedule A unless changes in facilities are required by the Applicant.
- (5) Refunds of any payments, contributions or advances hereunder shall be made in accordance with Rule 8 B (4) (c). Refunds will be made if excess allowable investment applied to the refund is above that which is necessary to cover the cost of equipment and facilities of the additional customers. No enfund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser period of five (5) years or the period contracted for in (2). No refund will be given if a new main extension is required to serve these new customers.
- (6) No assignment of this Agreement by applicant shall be effective unless prior written approval shall have been created by Company.
- (7) Two or more parties may make a joint advance on the same facilities extension, in such cases the total free length thereof will be considered to be the sum of the Individual allowances that are applicable under the Rules and Regulations of the Company. The amount to be advanced by the mambers of the group shall be apportioned among them in such manner as they shall mutually agree upon.
- (8) Legal and equitable title to all mains, service lines and appurtenances installed under this Agreement shall be and remain in the Company, and the Company shall have the right, without the consent of, or any refund to, the Customer, (a) to extend the gas main or connect additional gas mains to any part of it, and (b) to serve new additional regular customers at any time through service connections attached to such main or to extended or connected gas mains.
- (9) This Agreement is subject to all Rules and Regulations of the Company which are now or may hereafter be issued, approved, or otherwise made effective, by the Georgia Public Service Commission, or by any other governmental body having jurisdiction with respect to the Company. References herein to certain portions of such Rules and Regulation, as they now exist, shall not be construed as exclusive, and all other portions in effect from time to time shall apply as fully as though they had been specifically referred to herein. The Company may rescind this offer if either party falls to execute the contract within 45 days of the day and year above.
- (10) Applicant acknowledges that in executing this Agreement they have not relied upon any representation by the Company relating to the estimated completion date of the gas extension covered by this Agreement.

	Schedule A	
A	Estimated Cost To Serve	\$2,290.54
В	Estimated Annual Revenue	\$447.97
С	Contribution Required by Applicant	\$0.00
D	Total Required by Applicant	\$0.00
E	Contribution Amount Eligible for Refund	\$0.00
F	Customer Gas Equipment	***************************************

UseCode	Gas Equipment	Cubic Feet/Hour
C8H	Space Heating	530

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

BY	CITY OF HAPEVILLE
PRINT NAME	
APPLICANT	
WITNESS	
DATE	
TITLE	
ATLANTA GA	S LIGHT COMPANY
вч	
TITLE	
DATE	

#815.056

ATLANTA GAS LIGHT COMPANY NON-RESIDENTIAL MAIN AND SERVICE EXTENSION RULE 8

Service Lines and Mains necessary to furnish permanent service to Applicants for Nonresidential Service within established service areas of the Company will be constructed by the Company in accordance with the following provisions:

A. General

The Company will construct, own, operate and maintain gas Mains generally along public streets, roads and highways that the Company has the legal right to occupy and, at the Company's election, on public lands and private property across which rights-of-way satisfactory to the Company may be obtained without cost to the Company.

The Company will construct, own, operate and maintain a Service Line of suitable capacity from its Main to the Premises of the Applicant. All such Main and Service Line will be provided pursuant to the following provisions:

B. Extension of Main and Service

Subject to the limitations in C below, the Company shall provide up to the first 125 feet of Main and/or Service Line extension as well as Metering Equipment and Regulating Equipment to each Applicant's Billing Unit at no cost to the Applicant. These J25 feet of Main and/or Service Line and Metering Equipment and Regulating Equipment are in addition to the Allowable Investment as provided below:

- 1. Calculation of Allowable Investment Beyond the First 125 Feet of Main and Service Line
- (a) The Allowable Investment in Main and Service Line, excluding Metering and Regulating Equipment, to be made by the Company without contribution or payment by the Applicant shall not exceed the Estimated Annual Revenues from the extension divided by the levelized annual carrying charge rate applicable to the investment,
- (b) The levelized annual carrying charge rate shall be calculated by using the weighted average cost of capital as determined by the Commission in the Company's last rate proceeding adjusted for taxes and depreciation required to recover the Company's investment over the expected useful life of the Service Line. These costs will be discounted at the Company's after-tax rate of return.
- (c) The Allowable Investment in Mains and Service Lines shall be based upon engineering cost estimates.
- (d) The Applicant's Estimated Annual Revenues shall be determined by estimating the Dedicated Design Day Capacity plus the customer charge.
- 2. Contribution by Applicant

In the event that the Allowable Investment beyond the first 125 feet of Main and Service Line is not sufficient to cover the cost of the extension, the Applicant shall pay the excess costs.

- 3. Length and Location
- (a) The length of Main required for a Main extension or the length of Service Line will be considered as the distance along the shortest practical route, as determined by the Company, from the Company's nearest Main, capable in the opinion of the Company of properly supplying the Applicant. Irrespective of the total Allowable Investment, the Company shall not be required to extend a Main or Service Line a greater distance than necessary in the judgment of the Company to serve an Applicant.
- (b) The Service Line shall be of the size and type required to supply the principal requirements of the Premises served, and shall extend from the Company's Main to the first reasonable acceptable meter location as determined by the Company.
- (c) Company reserves the right to designate the locations and specifications for the main taps, Service Lines, curb cocks, meters and regulators and to determine the amount of space that must be left unobstructed for the installation and maintenance thereof. Applicant may request an alteration of such designation and, if consented to by the Company, the cost of such revised designation in excess of the cost of the original Company design shall be bome by the Applicant regardless of whether the length of Service Line laid as requested by Applicant comes within the Allowable Investment provided in this Rule. Further, the Company may require Applicant to provide both power and phone lines to the location of such metering facilities.
- 4. Extensions Beyond the First 125 Feet of Main and Service Line
- (a) Payment Provisions

The Applicant shall pay to the company the excess cost of the extension beyond the first 125 feet of Main and Service Line, Metering and Regulating Equipment, and the Allowable Investment.

- (b) Adjustment of Allowable Investment and Payments
- (i) Within one year after service is commenced to a Customer, the Company will determine if the Estimated Annual Revenues determined in accordance with Section B(1)(d) above have been achieved.
- (ii) If, based upon the above determination, there is a lesser Allowable investment than that originally granted, and a payment is required in addition to the prior payment by the Applicant, if any, such additional shall be paid by the Applicant.

(c) Refunds of Payments

A portion of an Applicant's payment may be refunded where one or more additional Customers connect to a Main extension that initially required a customer payment under the following:

(i) First, the original Applicant made a payment to the Company for the original Main to establish service.

Second, the original Applicant will receive a credit if an additional Customer establishes service on the original Main.

Third, the calculation of the original Applicants refund, if any, is the excess to the Allowable Investment attributed to the additional Customer taking service that is greater than the cost to establish service to the additional Customer.

- (ii) The Service Line for each additional Customer shall be directly connected to the Main extension and no further extension of Main is required.
- (iii) The amount of such refund to the party or parties who made the initial advance shall not exceed the excess Allowable Investment generated,
- (iv) When two or more parties make a joint advance on the same extension, any amounts refunded will be distributed to the parties in the same proportion as the original contribution.
- (v) No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser period of five (5) years or the period contracted for from the date the Company is first ready to render service from the extension. Any unrefunded amount at the end of the period will become the property of the Company.
- (vi) Any additional Main to be connected in any manner to Main already laid or to a Main provided for under an existing agreement for Main extension, as provided for in the Rule, shall be considered a new Main extension, and no refund or repayment of any kind with respect to such new Main or any Customer to be served from or through such new Main shall be made to any Customer who made an advance for the installation of the Main already laid or for the Main provided for under such existing agreement.
- (vii) Refunds will be made for funds advanced through the Universal Service Fund if the Commission designates at the time of approval of an application that the specific facts of the application so warrant. Refunds will also be made for funds advanced through the Universal Service Fund for any application which was approved prior to the effective date of this revised provision and which has been designated as appropriate for such refunds by the Commission on or before November 18, 2003.
- (d) One Service Line for a Single Premise

The Company will not install more than one Service Line to supply the Premises of an individual Applicant unless for the convenience of the Company or an Applicant requests an additional Service Line and, in the judgment of the Company, an unreasonable burden would be placed on the Applicant if the additional Service Line were not installed. When an additional Service Line is installed under these conditions at the Applicant's request, the Applicant shall pay for the entire length of said additional Service Line, Metering Equipment, and Regulating Equipment at the engineering cost.

- (e) Relocation of Service
- (i) When in the judgment of the Company the relocation of a Service Line, including Metering and Regulating Equipment, is necessary to maintain adequate service or for the operating convenience of the Company, the Company shall relocate the same at its expense.
- (ii) If relocation of a Service Line, including Metering and Regulating Equipment, is for the convenience of the Applicant or the Customer, such relocation shall be performed by the Company at the expense of the Applicant or the Customer.
- C. Limitations
 - 1. The first 125 feet of Main and Services, Metering and Regulating Equipment, and the Allowable Investment shall not be made by the Company for Auxiliary or Incidental Uses of Oas.
 - 2. The Company shall not be required to provide any connection to the Company's system where such connection may have an adverse impact on existing Customers unless the Commission has prescribed a tariff provision designed to eliminate such adverse impact on existing Customers.
- D. Special Conditions
 - (1) Contracts

The Applicant will be required to execute a contract covering the terms under which the Company will install Mains and Service Lines in accordance with the provisions of these Rules and Regulations. The contract will provide that the Applicant will commence using in a bona fide manner within six months after the date of the completion of the extension and continue to so use for the period contracted for, the amount of gas determined for the Dedicated Design Day Capacity and under the Rate Schedule on which the Company's Allowable Investment is based. Such contract will also provide that if the Applicant fails to take service or fails to meet the Dedicated Design Day Capacity, the Company may calculate and bill the Applicant and the Applicant shall pay an amount according to the Company's non-residential Main and Service Line extension rules in effect at the time the extension was made as if service had been requested on the basis of the actual equipment installed and utilized.

(2) Periodic Review

The Company will as soon as practicable after the close of each of its fiscal years review its costs of construction of Mains, Service Lines, and Metering and Regulating Equipment, and file with the Commission the unit charges for such facilities.

(3) Extension for Temporary Service

Extension for temporary service or for operations that in Company's opinion are of a questionable permanence will not be made under this Rule, but will be made in accordance with the rule pertaining to temporary service.

(4) Service From High Pressure Mains

Service shall be provided from a normal distribution facility of the Company. Company reserves the right, at its sole option, to refuse line extensions from any of its lines operating at pressures in excess of 125 PSIG.

(5) " Title to Facilities

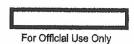
Legal and equitable title to all Mains, Service Lines, and Metering and Regulating Equipment installed by the Company upon which an advance, contribution, or other payment has been made shall be and remain in the Company, and the Company shall have the right without the consent of, or any refund to, any party who made such advance, contribution or other payment:

- a. To extend the gas Main or connect additional gas Mains to any part of it.
- b. To serve new additional Customers at any time through service connections attached to such Main or to extended or connected gas Mains.
- (6) Exceptional Cases

In unusual circumstances when the application of this Rule appears create a hardship to either party, the Company or the Applicant may refer the matter to the Commission for special ruling thereon prior to commencing construction.

(7) Dispute Resolution

In the event that a dispute arises between the Company and a party seeking a line extension from the Company under the provisions of this Rule, the Company or the party may seek an expedited review of the dispute from the Staff of the Commission. Said review shall be completed within 60 days of a written request for such review and shall be limited to a review of the proposed line extension and whether the Company's position regarding said extension is in compliance with Rule 8. At the end of its review, the Staff shall issue a written opinion as to whether the Company's position in the dispute is in compliance with Rule 8. If the issuance of the Staff's opinion does not resolve the dispute to the satisfaction of the Company or the party seeking a line extension, the Company or such party may petition the Commission to resolve the dispute.



NOTICE OF INTENT

VERSION 2008

State of Georgia
Department of Natural Resources
Environmental Protection Division

For Coverage Under the 2008 Re-Issuanceof the NPDES General Permits No. GAR100003 To Discharge Storm Water Associated With Construction Activity for Common Developments

BLANKET SECONDARY PERMITTEE

ITO	CE OF INTENT (Check only of	one) :					
	Annual Notification (Submitted on or before Ja	nuary 15 of	the year in which coverage	is desired)			
	Re-Issuance Notification(Submitted within 60 o	days of effec	tive date of General NPDE	S Permit No.	GAR 100003)		
Х	Change of Information						
BL	NKET SECONDARY PERMIT	TTEE IN	FORMATION				
Blanke	et Secondary Permittee's Name:	Atla	nta Gas Light Company		Phone	800-599-	3770
Addre	ss: 10 Peachtree Place	City:	Atlanta	State:	GA	Zip Code:	30309
Itility.	Sub Contractorio Nama (Omissas).						
Junty	Sub-Contractor's Name (Optional):		NA		Phone	: N/	4

Address:	NA	City:	NA	State:	<u></u>	NA	Z	Zip Code:	NA
Facility Constr	uction Site Contact		Brian leave	1			Phon	e: 800-5	99-3770
II. CONSTRU	JCTION SITE A	CTIVITY IN	IFORMATI	ON					
Construction A	ctivity Type:	X Commer	cial X	Industrial	X Mu	ınicipal	X F	Residential	
III. CERTIFIC	CATIONS (Blan	ket Second	dary Permi	ttee)					
I certify the Plan (Plan	nat I will adhere to the F n) or the portion of the I	Primary Permitees Plan applicable to	s's Erosion, Sedi my construction	mentation and Po activities.	ollutant C	ontrol			
direction gather an manage t submitted are signif	nder penalty of law that or supervision in accord d evaluate the informati he system, or those per lis, to the best of my knicant penalties for subming violations.	lance with a syste ion submitted. Barsons directly res rowledge and bel	om designed to a ased upon my in- ponsible for gath ief, true, accurate	ssure that certific quiry of the perso ering the informa e, and complete.	ed person on or pers tion, the l I am awa	inel properly ons who nformation are that the	re		
Blanket Second	lary Permittee's Pri	nted Name:	H BRYAN	BATSON	_ Title:	Preside	nt		
Signature:	1 Bup Bot				Date	02-	01-20	13	

* 88 80 TANK TOWN MAR TOWAVE THE RESIDENCE PROPERTY. 19N-1770-225374 FESSE VO STRIAZ-DAH PANJACON 169 THE REPORT OF THE PROPERTY OF - 28 15 x 1-14" PIS SVC WEFY • 885 88 * 55.5 * 53.5

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This instrument was prepared by and upon recording return to: Southern Company Gas Ten Peachtree Place Department 1355 Atlanta, GA 30309

EASEMENT AGREEMENT

STATE OF GEORGIA

COUNTY OF FULTON

This Easement Agreement granted and conveyed by CITY OF HAPEVILLE ("Grantor") to ATLANTA GAS LIGHT COMPANY ("Grantee") as of this day of , 2019. The terms Grantor and Grantee include each party named, if more than one, each party's respective heirs, executors, administrators, successors and assigns, and the masculine, feminine and neuter gender where the context requires or permits.

Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant unto Grantee the perpetual right and easement to go in, upon and occupy property situated in Land Lot 95 of the 4TH District, 14TH Section of 1st County, Georgia (the "Property"), and more particularly described in a plat of survey thereof entitled "FULTON", a copy of which is on file in Grantee's offices which plat is by reference incorporated herein (the "Plat"), for the following purposes:

- 1. Construct and Reconstruct: To install, reinstall, construct, reconstruct, replace, relocate, operate, maintain, use, repair, alter, improve, substitute for, extend, remove, and patrol gas service line(s), main(s), regulator station(s), appurtenances and equipment as may now or hereafter be necessary or convenient for the transmission and distribution of natural gas, with said boundaries of the easement area being ten feet (10') in total width, five feet (5') on either side of the centerline of the system as laid.
- 2. **Repairs and Alterations:** To enter upon the Property at any time for the purpose of inspecting said line(s) and systems and making necessary repairs, alterations, changes, additions and substitutions in said lines and systems from time to time as Grantee deems advisable or expedient, and for any of the purposes enumerated above.
- 3. **Right-of-Way Maintenance:** To keep and maintain the right-of-way area, by mechanical or otherwise, clear of all structures, trees, limbs or branches, stumps, roots, shrubbery and underground growth within said rights-of-way and along said lines and systems which, in the opinion of Grantee or its representative, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and systems.
- 4. Construction Easement: In addition to the easement rights set forth above, Grantor does further grant a construction easement incident and appurtenant to the easements above and over such land abutting same as may be necessary for the purpose of placing thereon materials excavated from such easement areas for the purpose of installing or repairing Grantee's facilities located therein.

Revised: 1-3-19MAW

TO HAVE AND TO HOLD SAID rights perpetually unto Grantee, its successors or assigns, providing that if said Grantee, its successors or assigns shall permanently abandon the use of said premises for the purposes herein stated, then all rights and privileges herein conveyed shall ipso facto be terminated.

The rights herein granted may be assigned in whole or in part. The undersigned does not convey any land, but merely grants the rights, privileges, and easements herein before set out.

IN WITNESS WHEREOF, the Grantor causes these presents to be executed by its proper officers, thereunto duly authorized and its seal affixed, this the day and year first above written.

Signed, sealed and delivered in the presence of:	Grantor:	
Unofficial Witness	By:	-
Notary Public	Print Name:	
My Commission Expires:	Title:	
(NOTARY SEAL)		

Revised: 1-3-19MAW

CITY OF ATLANTA

AGREEMENT OF MUTUAL AID

Th	nis agre	emen	t is made an	d entered int	this	_day of	201	8, by and
between	CITY	OF	ATLANTA	, GEORGIA	, a politic	al subdivision	in the	State of
Georgia a	and CI	гү о	F HAPEVII	LLE, GEORG	GIA, a pol	tical subdivisi	on in the	e State of
Georgia.								

WITNESSETH

WHEREAS, the City of Atlanta and the City of Hapeville have contiguous boundaries; and

WHEREAS, the City of Atlanta and the City of Hapeville each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, rescue, emergency medical services, hazardous material, technical rescue and support services; and

WHEREAS, the City of Atlanta has determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention, rescue, technical, hazardous materials, and support services to the other in the event of a fire or other local emergency and pursuant to such activities to take in joint training exercises; and

WHEREAS, it is the desire of the respective governing authorities represented by the signatories hereto, to enter into this Agreement for Mutual Aid pursuant to the Georgia Mutual Aid Act O.C.G.A. Title 36, adopted pursuant to the Constitution of the State of Georgia, Article IX, Section II, paragraph 3.

WHEREAS, the City of Hapeville designates their Fire Chief or his/her designee to act on behalf of the City of Hapeville on all matters relating to the activities and functions of the Georgia Mutual Aide Pact; and

WHEREAS, the City of Hapeville may withdraw from this agreement by delivering written notice to the City of Atlanta Fire Rescue Chief giving ninety (90) days' notice pursuant to O.C.G.A. 25-6-7.

WHEREAS, there shall be no liability imposed on the City of Hapeville for any acts or omissions of employees of a responding public safety agency as a party of this Agreement/Pact pursuant to O.C.G.A. § § 25-6-5 and 36-69-7.

WHEREAS, the City of Hapeville Fire Chief or his/her designee shall be authorized to act on behalf of the City of Hapeville Fire and Emergency Services Department on all matters relating to the activities and functions of this Agreement of Mutual Aid once it has been established.

WHEREAS, the City of Hapeville Fire Rescue Department liabilities, privileges, and immunities, including those of its firefighters, officers, agents, employees and other personnel acting on its behalf, shall be governed by O.C.G.A. § § 25-6-5 and 36-69-6.

WHEREAS, each party agrees to furnish resources and facilities and to render services to prevent and combat any type of fire disaster or major emergency in accordance with duly adopted mutual aid plans (Georgia Emergency Operations Plan [GEOP], Emergency Management Assistance Compact [EMAC], Local Emergency Operations Plan [LEOP], Georgia Mutual Aid State Fire and Rescue Response Plan) whether heretofore or hereafter adopted, detailing the method and manner by which such resources, facilities, and services are made available and furnished, which operational plans may include provisions for training and testing to make such mutual aid effective, provided, however, that no party shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such mutual aid.

WHEREAS, there shall not be a duty created on the part of any public safety agency of the parties to respond to a request from any public safety agency of another local political subdivision pursuant to O.C.G.A. § 36-69-8 (a).

WHEREAS, notwithstanding the provisions of O.C.G.A. § 36-69-3(e), there shall not be a duty created to stay at the scene of the local emergency for any length of time pursuant to O.C.G.A. § 36-69-8(b).

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

MUTUAL AID – 1.0

- 1(a): The level of mutual aid shall exist at a level agreed upon in writing and signed by both, the City of Atlanta Fire Chief and the City of Hapeville Fire Chief or a designee of the respective Fire Chief. Said document shall be incorporated into this Agreement as **Exhibit "A"**. The party furnishing aid shall determine the actual amount of equipment and staff it will extend in each instance of emergency based on the available personnel and equipment and of local conditions at the time of emergency. Such amount may be in excess of that generally available as provided in this article.
- **1(b)**: Aid actually furnished may be recalled at the discretion of the Fire Chief or designee of the furnishing jurisdiction.
- 1(c): The parties will participate in joint training exercises to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Fire Chiefs of both parties.

SUPERVISION – 2.0

2(a): The furnishing jurisdiction shall dispatch a Chief Officer (Incident Command System (ICS), National Incident Management System (NIMS), or Qualified

Incident Commander). The Chief Officer shall coordinate resources of the furnishing jurisdiction and shall report to the Chief Officer of the receiving jurisdiction.

- **2(b)**: When the furnishing jurisdiction's Chief Officer arrives before the Chief Officer of the receiving jurisdiction, that officer shall coordinate and give the general directions as to the work to be done. This officer will be in command until properly relieved by the Chief Officer of the jurisdiction receiving aid.
- **2(c):** Personnel who are furnishing will work under their own supervisors and with their own equipment except as provided in paragraph 2(a).
- 2(d): All general direction relative to the work will be given by the appropriate officers of the receiving jurisdiction to the Chief Officer of the furnishing jurisdiction except as provided in paragraph 2(a).

LIABILITY - 3.0

- 3(a): There is no special duty imposed by this Agreement on either party or its respective personnel to respond to fire, rescue, or other calls pursuant to this Agreement.
- **3(b):** No employee of a party shall be deemed to be an employee or agent of the other party because of any action or incident arising pursuant of this Agreement.
- **3(c):** All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

CONSIDERATION – 4.0

- **4(a):** No party is required to pay any compensation to the other party for services rendered pursuant to this Agreement.
- **4(b):** The mutual advantage and protection afforded by this Agreement is adequate consideration to both parties.

RELEASE OF CLAIMS - 5.0

5(a): Each of the parties agree to release the other party from any and all liabilities, claims, judgments, costs, or demands for damage to its own property whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other party during the provision of service pursuant of this Agreement.

THIRD PARTY BENEFICIARIES – 6.0

6(a): This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit to any third party or parties, and no third parties shall have any right of action hereunder for any cause whatsoever.

TERM OF AGREEMENT – 7.0

- 7(a): This Agreement shall commence upon its approval by the respective governing bodies of the parties and shall continue until December 31, 2019. This Agreement shall stand automatically renewed by the parties on January 1, 2020, and each year thereafter on January 1, unless and until such time as written notice of termination or notification is received by either party at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter.
 - **7(b):** Nothing in this article shall preclude termination pursuant to Article 10.

STANDBY OR EQUIPMENT – MUTUAL AID – 8.0

- **8(a):** Each party agrees and acknowledges that it will be the responsibility of each party to provide the back up coverage necessary for its own department.
- **8(b):** In the event that a jurisdiction has dedicated a major amount of fire suppression or specialized equipment on an incident, the jurisdiction may request aid to cover vacant areas by locating mutual aid units into the affected jurisdiction.

ENTIRE AGREEMENT – 9.0

- 9(a): This Agreement shall constitute the entire Agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent signed written Agreement.
- **9(b):** This Agreement shall be the sole instrument for the provision of emergency fire and rescue service mutual aid between the parties.

TERMINATION – 10.0

10(a): Either party of this Agreement may terminate the Agreement by giving not less than ninety (90) days advance written notice to the other party.

SEVERABILITY OF TERMS – 11.0

11(a): In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

GOVERNING LAW - 12.0

12(a): This Agreement shall be governed in all respects by the laws of the State of Georgia.

CONSTRUCTION – 13.0

13(a): Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the parties under a Mutual Aid Agreement as specifically provided by the Georgia Mutual Aid Act.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, we have caused this Agreement to be executed on the date appearing above.

CITY OF ATLANTA, GEORGIA

Fire Chief, City of Atlanta	Unofficial Witness
- Cir CAIL	T. CC : 1 XX
Mayor, City of Atlanta	Unofficial Witness
HAPEVILLE, GEORGIA	
Fire Chief, Hapeville GA.	Unofficial Witness
Mayor, City of Hapeville GA.	Unofficial Witness

Crystal Griggs-Epps

From: noreply@civicplus.com

Sent: Wednesday, January 30, 2019 1:55 PM **To:** Crystal Griggs-Epps; Maria Rodriguez

Subject: Online Form Submittal: Board Application Form

The following form was submitted via your website: Board Application Form

Select the Board, Commission, or Committee applying for:: Development Authority of the City of Hapeville ,Main Street Board,TPD Committee

Name:: Cecilia Reme'

Home Address:: 3208 North Fulton Ave

Home Phone Number::

Business Phone Number::

Occupation:: Corporate Trainer

Email Address::

Why do you want to serve on a Board or Commission?: I would like to serve on a Board or Committee to contribute my knowledge, time and efforts towards the further advancement, development, beautification and progression of the city of Hapeville and it's residents. As a resident of the community, I want to see our city continue to grow and move in a creative, professional and inclusive direction.

Are you available in the evenings? : Yes

If yes, which evenings are best for you?: Monday, Tuesday, Wednesday, Thursday, Friday

Length of Residency in League City:: 1yr

High School:: Palisades High School, Pacific Palisades, CA

College:: Georgia State University

Trade or Business School::

Hobbies:: Cooking, Traveling

Are you currently serving on other Boards, Commissions, or Committees?: Yes

If yes, which:: 3 work related committees overseeing the development and maintenance of course curriculum

Have you served on a Board, Commission, or Committee before?: No

If yes, which::

Please list organization memberships and positions held::

Please List Areas of Special Interest: Planning, development, oversight

Please Enter Basic Resume Information Below: Cecilia Reme'

3208 North Fulton Ave, Atlanta, GA. 30354

Mobile:

SUMMARY

I'm a results-oriented team-player eager to bring strong training, designing and leadership skills to an established yet growing company seeking a top-level professional. I'm dedicated and focused, excelling in prioritizing, multi-tasking and following through to achieve goals.

EDUCATION

Georgia State University Atlanta, Georgia

Bachelor of Arts, English

EXPERIENCE

FASTENAL SCHOOL OF BUSINESS, Atlanta, GA.

Corporate Trainer 02/15 - Present

- ? Conduct Instructor lead classroom and Virtual training sessions
- ? Design and develop occupational related courses for company employees
- ? Employing business metrics to assess various course training's
- ? Assess students based on training performance for career growth and development
- ? Identify and provide coaching opportunities for employees and students
- ? Develop and maintain company wide departmental and emergency procedures directories
- Course committee member instrumental in maintaining, updating and revising course curriculum ?
- Contributing to course auditing

PRECIOUS TOTS DAYCARE, Duluth, GA.

Owner/Manager

05/08 - 02/15

- ? Supervised and trained staff on daily operations
- ? Directed daily operations and administrative functions for the early learning facility
- ? Evaluated staff performance and provided job-specific feedback and coaching to increase productivity
- ? Ensured compliance with applicable federal, state, and local regulations
- ? Approved payroll and managed confidential personnel records
- ? Developed and administered the annual budget
- ? Maintained accounts payable/receivable documentation
- ? Analyzed, approved, and reconciled facility expenditures

ASHLEY FURNITURE, Duluth, GA.

Visual Merchandiser/Inventory Auditor

03/06 - 01/08

- ? Managed design, re-design and decoration of store showroom
- ? Managed on-hand supply of furniture, accessories, and artwork for showroom and for purchase
- ? Set pricing

- Consulted and advised customers on furniture and home design selections
- Conducted and documented quarterly inventories
- Managed inventory receivables

SKILLS

Facilitation Curriculum Design Customer Service Oriented Microsoft Office Proficient

Deadline Oriented Complex Problem Solver Excellent Organizational Skills

Project Management Coaching LMS and SMS proficient LEAN

Please provide three references:: Arnold Martin ; Wayman Anderson ; Maria Maxie-Whitfield

Electronic Signature (First, Last): Please be aware that an electronic signature is as legally binding as a handwritten signature.: Cecilia Reme'

Additional Information:

Form submitted on: 1/30/2019 1:54:31 PM

Submitted from IP Address: 205.243.112.225

Referrer Page: No Referrer - Direct Link

Form Address: http://www.hapeville.org/Forms.aspx?FID=118

Crystal Griggs-Epps

From: noreply@civicplus.com Sent: Wednesday, January 23, 2019 3:28 PM To: Crystal Griggs-Epps; Maria Rodriguez Subject: Online Form Submittal: Board Application Form The following form was submitted via your website: Board Application Form Select the Board, Commission, or Committee applying for:: Hapeville Development Authority Name:: Jacob Watts Home Address:: 545 Woodrow Avenue Home Phone Number:: **Business Phone Number::** Occupation:: Account Executive Email Address:: Why do you want to serve on a Board or Commission?: To be an active/productive citizen of Hapeville, provide insight and suggestions to maintain and promote the betterment of the city, and to help steward Hapeville's resources for health and longevity. Are you available in the evenings? : Yes If yes, which evenings are best for you? : Wednesday, Thursday Length of Residency in League City:: 2 years High School:: College:: Liberty University Trade or Business School:: Hobbies:: Are you currently serving on other Boards, Commissions, or Committees?: No If yes, which:: Have you served on a Board, Commission, or Committee before?: No If yes, which:: Please list organization memberships and positions held::

Please List Areas of Special Interest: Development authority, new businesses, city improvements, commerce

Please Enter Basic Resume Information Below: Account Executive / Patriot Fire Protection

- Manage 3000+ accounts in the SE region
- Responsible for acquiring accounts w/ annual revenue of\$20k+

Operations Manager / RCB Roofing

- Oversee daily operations of a residential roofing company
- Increased revenue from \$2.6mil to \$4.3mil in 3 years
- Expanded coverage territory and setup regional partnerships

Church Planter / Weston, Florida

- Started and grew a new church in South Florida
- Began with 8 members and grew to 73 in 2 years
- Built partnerships with local city government

Please provide three references:: Robert Knight:	Tim	Boynton:	Shannon Watkins:	

Electronic Signature (First, Last): Please be aware that an electronic signature is as legally binding as a handwritten signature.: Jacob Watts

Additional Information:

Form submitted on: 1/23/2019 3:28:24 PM

Submitted from IP Address: 73.7.168.82

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Form Address: http://hapeville.org/Forms.aspx?FID=118



City Clerk's Office 3468 North Fulton Avenue Hapeville, GA 303054 Phone: (404) 766 – 3004

Fax: (404) 669 - 2113

Application to Serve on Appointed Board or Commission

Name of Applicant:		Kayla L. Fort				
Address:	522 Lake	Dr., Hapeville	e, GA 30354			
Home Telephone #_			Work	< #		
Cell #		Best	Contact to	use:	cell	
E-mail address						
Please check the Ap	pointed Bo	ards you w	ould like to	be cor	nsidered for:	
Alcohol Review Boa Board of Appeals	□ De	sign Review	ul Commissio Commission		Main Street Board Personnel Board	
Board of Ethics		450	uthority		Planning Commission	
How long have you l	oeen a resid	dent of the	city?	13 month	hs	
Are you available to	meet durin	g the day, i	f so, days a	re bes	t for you? ^{N/A}	
Are you available in	the evening	ıs, if so, wh	nat days are	best f	or you?Tuesdays and	Thursdays
What time period is i	deal for you	1?6 pm	or later			
Please estimate the position:			ave per mor	nth to c	levote to an appointe	∌d
Do you have a techr	ical backgr	ound in on	e of the follo	owing?	į	
Legal En	gineering_	X	Architectur	e	Planning	
What do you perceiv	e as the cit	y's greates	t asset?pr	nall town	feel with big city access, be	usiness ———
What do you perceiv	e as the cit	y's greates	t liability? _ es could deter p	The amo	ount of abandoned business we business owners and ho	ses and me buyers

Why do you want to serve on a Board/Commission?

As a former land development engineer, I have experience working in commercial development as a representative of developers. When I discovered that developers work on behalf of themselves and their bottom line, I decided to leave the industry. I want to serve on the development authority board in order to be involved with commercial development as a representative of my community and our collective interests. I want to see economic growth in Hapeville without negatively impacting our citizens, business-

VOI	unteer Experiend	e:		owners, or environment.
Whe	<u>ere</u>	W	/hat You Did	Dates of Service
Jnite	d Methodist Children's F	lome Tut	itor underprivileged youth in math	Aug 2017 - Dec 2017
Jnite	d Methodist Children's F	lome Ch	nildcare for foster parent training class	ses July 2016 - Present
Reno	vation Church Kids Min	stry Su	unday School teacher	September 2017 - Pres
Lea	dership Experienc	e:raining a	and oversight of new-hire engineers ar	nd interns at work
			ata Van Mandal II.a ta T. II.I	Ic About. I enjoy music, sports
	ards, Hobbies or C ying and watching), exe		sts You Would Like to Tell Ung, and traveling!	os About.
(pla		cise, socializin	ree references	
(pla	ying and watching), exe	cise, socializin	ng, and traveling!	
(pla	ying and watching), exe	cise, socializin	ree references	
Plea	ying and watching), exe ase provide inform William Dial, P.E.	ation on thr	ng, and traveling! ree references es Ferry Rd, Suite 400, Atlanta, GA 30	0339
Plea	ying and watching), exe ase provide inform William Dial, P.E. Name	ation on thr	ree references es Ferry Rd, Suite 400, Atlanta, GA 30	0339
(pla	ying and watching), exe ase provide inform William Dial, P.E. Name Joey Overton	ation on thr 2410 Pace 167 Bent C	ree references es Ferry Rd, Suite 400, Atlanta, GA 30 Address Creek Dr., Griffin, GA 30223	0339 Telephone

Date: 3/19/2018

The City requests that if you are in the Real Estate Industry, or Mortgage/Lending for Real Estate Projects, that you do not apply for positions on the Development Authority, Planning Commission or the Board of Zoning and Appeals.

Please return the Application to the City Clerk's Office at the address above.

STATE OF GEORGIA CITY OF HAPEVILLE ORDINANCE NO. ______ AN ORDINANCE TO AMEND THE ANNUAL BUDGET FOR THE 2018-2019 FISCAL YEAR TO REFLECT THE ADJUSTMENT OF REVENUE AND EXPENDITURES PURSUANT TO SECTION 17-2-3 OF THE CODE OF ORDINANCES, CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL

PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the mayor and council shall have full power and authority to provide for the execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers, agencies, or employees granted by the City of Hapeville's Charter or by state law; and,

CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO

WHEREAS, the municipal government of the City of Hapeville (hereinafter "City") and all powers of the City shall be vested in the mayor and council. The mayor and council shall be the legislative body of the City; and,

WHEREAS, the Mayor and Council approved the annual budget for the 2018-2019 fiscal year on June 19, 2018; and

WHEREAS, accounting standards require the use of year-end adjustments for accrual accounting, and amendments to the Fiscal Year 2018-2019 budget are needed to apply the adjustments to budgeted revenues and expenditures in compliance with State law; and

WHEREAS, every official act of the mayor and council which is to become law shall be by ordinance;

WHEREAS, the governing authority of the City finds it desirable to amend the 2018-2019 fiscal year annual budget.

BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA THAT:

<u>Section One</u>. That the Fiscal Year 2018-2019 Annual Budget be amended to reflect the adjustment of revenues and expenditures as follows:

See Attachment labeled as "Exhibit A". Exhibit A shall be incorporated fully herein by reference.

<u>Section Two.</u> <u>Codification and Certify.</u> This Ordinance adopted hereby shall be codified and certified in a manner consistent with the laws of the State of Georgia and the City.

Section Three. Severability. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional. (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance. (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect. Section Four. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed. **Section Five. Effective Date.** The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein. **ORDAINED** this ______ day of _______, 2019. CITY OF HAPEVILLE, GEORGIA Alan Hallman, Mayor **ATTEST:** Crystal Griggs-Epps, City Clerk

APPROVED BY:	
City Attorney	

EXHIBIT A

	Original Budget 2019	Adjustments Increase (Decrease)	Amended Budget	Total Actual Unaudited
100 - GENERAL FUND				
TOTAL REVENUE	12,460,350	0	12,460,350	8,790,196
TOTAL EXPENDITURES				
DEPT#/DEPARTMENTS/DIVISIONS				
1110 - CITY COUNCIL	44,000		44,000	21,138
1310 - MAYOR	16,350	9,500	25,850	15,586
1310 - CITY MANAGER	465,105		465,105	294,893
1330 - CITY CLERK	170,360		170,360	63,978
1400 - ELECTIONS	5,200		5,200	16,811
1510 - FINANCE & ADMINISTRATION	690,666		690,666	387,547
1530 - LEGAL SERVICES	350,000		350,000	194,130
1540 - HUMAN RESOURCES	353,037		353,037	126,330
1565 - INFORMATION TECHNOLOGY	475,299		475,299	257,554
2650 - MUNICIPAL COURT	168,082		168,082	77,485
3210 - POLICE ADMINISTRATION	3,149,075		3,149,075	1,467,647
3510 - FIRE ADMINISTRATION	2,649,571		2,649,571	1,182,053
4210 - HIGHWAY AND STREETS	1,288,300	16,200	1,304,500	872,660
6120 - PARTICIPANT RECREATION	583,474		583,474	289,464
6220 - PARK AREAS & GROUNDS	850,260		850,260	495,301
7400 - PLANNING & ZONING	179,350		179,350	54,641
7450 - CODE ENFORCEMENT	167,811		167,811	(13,408)
7520 - ECONOMIC DEVELOPMENT	416,971	27,000	443,971	196,409
7550 - MAIN STREET	45,000		45,000	25,239
9100 - OTHER FINANCING USES/TRANSFERS	392,439		392,439	0
TOTAL EXPENDITURES: 100 - GENERAL FUND	12,460,350	52,700	12,513,050	6,025,460
TOTAL REVENUES OVER/(UNDER) EXPENDITURES: 100 - GENERAL FUND	0	(52,700)	(52,700)	2,764,736
201 - SPECIAL REVENUE FUNDS				
TOTAL REVENUE	113,500		113,500	160,642
TOTAL EXPENDITURES	113,500		113,500	85,284
TOTAL REVENUES OVER/(UNDER) EXPENDITURES: 201 - SPECIAL REVENUE FUND	0	0	0	75,358
275 - HOTEL & MOTEL FUND				
TOTAL REVENUE	3,950,000	0	3,950,000	1,855,681
TOTAL EXPENDITURES	3,950,000	0	3,950,000	1,855,681
TOTAL REVENUES OVER/(UNDER) EXPENDITURES: 275 - HOTEL & MOTEL FUND	0	0	0	0
290 - TRADE AND TOURISM				
TOTAL REVENUE	3,366,829	0	3,366,829	1,130,199
TOTAL EXPENDITURES	3,366,829	0	3,366,829	1,379,445
TOTAL REVENUES OVER/(UNDER) EXPENDITURES: 290 - TRADE AND TOURISM	0	0	0	(249,246)

	Original Budget 2019	Adjustments Increase (Decrease)	Amended Budget	Total Actual Unaudited
301 - CAPITAL PROJECTS FUND				
TOTAL REVENUE	8,327,600		8,327,600	2,160,686
TOTAL EXPENDITURES	8,327,600		8,327,600	2,004,630
TOTAL REVENUES OVER/(UNDER) EXPENDITURES: 301 - CAPITAL PROJECTS FUND	0	0	0	156,056
350 - T-SPLOST				
TOTAL REVENUE	1,200,000	0	1,200,000	700,340
TOTAL EXPENDITURES	1,200,000	0	1,200,000	578,221
TOTAL REVENUES OVER/(UNDER) EXPENDITURES: 350 - T-SPLOST	0	0	0	122,119
505 - WATER & SEWER FUND				
TOTAL REVENUE	4,770,000	0	4,770,000	2,750,767
TOTAL EXPENDITURES	4,770,000	0	4,770,000	2,782,136
TOTAL REVENUES OVER/(UNDER) EXPENDITURES: 505 - WATER & SEWER FUND	0	0	0	(31,368)
506 - STORMWATER FUND				
TOTAL REVENUE	180,000	0	180,000	37,909
TOTAL EXPENDITURES	180,000	0	180,000	3,910
TOTAL REVENUES OVER/(UNDER) EXPENDITURES: 506 - STORMWATER FUND	0	0	0	33,999
540 - SOLID WASTE FUND				
TOTAL REVENUE	543,700	0	543,700	318,856
TOTAL EXPENDITURES	543,700	0	543,700	287,284
TOTAL REVENUES OVER/(UNDER) EXPENDITURES: 540 - SOLID WASTE FUND	0	0	0	31,572
GRAND TOTAL REVENUES	34,911,979		34,911,979	17,905,277
GRAND TOTAL EXPENDITURES	34,911,979	52,700	34,964,679	15,002,051
REVENUES OVER/(UNDER) EXPENDITURES: ALL FUNDS	0	(52,700)	(52,700)	2,903,226

	Original Budget 2019	Adjustments Increase (Decrease)	Amended Budget	Total Actual Unaudited
100 - GENERAL FUND		, , , , , , , , , , , , , , , , , , , 		
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TOTAL REVENUES OVER/(UNDER) EXPENDITURES: 275 - HOTEL & MOTEL FUND	0	0	0	0
290 - TRADE AND TOURISM				
TOTAL REVENUE	3,366,829	0	3,366,829	1,130,199
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TOTAL REVENUES OVER/(UNDER) EXPENDITURES: 505 - WATER & SEWER FUND	0	0	0	(31,368)
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TOTAL REVENUE	180,000	0	180,000	37,909
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GRAND TOTAL REVENUES	34,911,979		34,911,979	17,905,277
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REVENUES OVER/(UNDER) EXPENDITURES: ALL FUNDS	0	(52,700)	(52,700)	2,903,226

100-GENERAL FUND FINANCIAL SUMMARY

PAGE:

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CITY OF HAPEVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2019

	58.33
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	YEAR
	OF YE
;	%

% YTD BUDGET		76.82	75.57	66.01 4.83	4.42	70.55		53.19	37.81 0.00	48.04		53.78 9.58	60.30	;	56.27	65.81 296.91	63.40		39.81	45.26	37.55
BUDGET BALANCE		2,186,651.74	70,000.00 84,789.37	73,084.90 475.85	7,168.60	153.		15,776.14	5,286.28	22,862.42	,	4,206.23 5,199.00	10,263.58	1	56,635.36	114,560.85 984,55)	170,211.66		85,367.16	3,438.48	106,382.27
TOTAL ENCUMBERED		0.00	00000	0.00	0.00	0.00		0.00	0.00	00.00		0.00	00.00	,	0.00	0.00	00.0		0.00	0.00	00.0
YEAR TO DATE ACTUAL		7,248,348.26	6,000.00 262,310.63	141,915.10 24.15	331.40		*	17,923.86	3,213.72	21,137.58		4,893.77	15,586.42		72,869.64	220,539.15 1.484.55	294,893.34		56,461.84	2,842.52	63,977.73
CURRENT PERIOD		454,184.45 56,916.50	38,953.05	16,263.01	12,058.37	651.		1,937.70	0.00	1,937.70		695.58	2,585.21		9,469.33	290.34 890.67	10,650.34		8,547.07	1,105.03	10,158.55
CURRENT BUDGET		9,435,000 519,000	347,100 347,100	215,000	7,500 39,000 1,831,250	-		33,700	8,500 1,800	44,000		9,100	25,850		129,505	555, 100 500 500	465,105		141,829	6,281	170,360
	REVENUE SUMMARY	TAXES LICENSES AND PERMITS	INIEKGOVEKNMENIAL KEV CHARGES FOR SERVICES	INVESTMENT INCOME	CONTRIBUTIONS MISC REVENUE	TOTAL REVENUES	EXPENDITURE SUMMARY	COUNCIL PERSONNEL SERVICES	CONTRACTED SERVICES SUPPLIES & MINOR EQPT	TOTAL COUNCIL	MAYOR	PERSONNEL SERVICES CONTRACTED SERVICES	SUPPLIES & MINOR EUPI TOTAL MAYOR	CITY MANAGER	PERSONNEL SERVICES	CONTRACTED SERVICES SUPPLIES & MINOR EOPT	TOTAL CITY MANAGER	CITY CLERK	PERSONNEL SERVICES	SUPPLIES & MINOR EQPT	TOTAL CITY CLERK

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	58.33	% YTD BUDGET	323.30 323.30	44.93 75.46 47.46 57.69 56.11	55.47	36.68 5.80 25.73 35.78	59.64 45.51 54.19	49.40 44.49 0.00 46.10	45.93 55.56 81.55 0.33 28.53 46.61	47.70 37.17 38.88 16.48 17.11 44.61
4	YEAR COMPLETED:	BUDGET	11,611.47)	214,129.40 59,989.09 24,431.38 4,569.30 303,119.17	155,869.71	213,127.96 6,500.00 7,078.76 226,706.72	117,810.46 99,934.14 217,744.60	30,233.73 59,862.92 500.00 90,596.65	1,374,903.45 129,141.77 23,252.41 65,984.02 88,146.65 1,681,428.30	1,163,643.11 64,163.63 78,454.96 30,903.93 130,352.68 1,467,518.31
	% OF	TOTAL ENCUMBERED	00.00	0.0000000000000000000000000000000000000	0.00	0.00	0.00	0.00 0.00 0.00 0.00	0.00000	0.00
JANUARY 31ST, 2019		YEAR TO DATE ACTUAL	16,811.47 16,811.47	174,736.60 184,510.91 22,068.62 6,230.70 387,546.83	194,130.2 <u>9</u> 194,130.29	123,478.04 406.00 2,452.24 126,330.28	174,104.54 83,449.86 257,554.40	29, 515.27 47, 970.08 0.00 77, 485.35	1,168,039.55 161,458.23 102,747.59 215.98 35,185.35 1,467,646.70	1,061,170.89 37,966.37 49,915.04 6,096.07 26,904.32 1,182,052.69
AS OF: JA		CURRENT PERIOD	14,001.24 14,001.24	24,913.72 18,043.63 5,183.33 830.76 48,971.44	11,799.75 11,799.75	3,885.90 400.00 1,830.14 6,116.04	14, 224.81 0.00 14, 224.81	3, 577.91 13, 652.06 0.00 17, 229.97	145,609.14 14,877.09 15,087.59 0.00 3,066.25 178,640.07	132, 688.65 3, 106.98 10, 811.29 0.00 3,363.04 149,969.96
		CURRENT BUDGET	5,200	388,866 244,500 46,500 10,800 690,666	350,000	336,606 6,900 9,531 353,037	291,915 183,384 475,299	59,749 107,833 500 168,082	2,542,943 290,600 126,000 66,200 123,332 3,149,075	2,224,814 102,130 128,370 37,000 157,257 2,649,571
	IUU-GENEKAL FUND FINANCIAL SUMMARY		ELECTIONS CONTRACTED SERVICES TOTAL ELECTIONS	FINANCIAL ADMINISTRATION PERSONNEL SERVICES CONTRACTED SERVICES SUPPLIES & MINOR EQPT CAPITAL OUTLAYS > \$5000 TOTAL FINANCIAL ADMINISTRATION	<u>LAW</u> CONTRACTED SERVICES TOTAL LAW	<u>HUMAN RESOURCES</u> PERSONNEL SERVICES CONTRACTED SERVICES SUPPLIES & MINOR EQPT TOTAL HUMAN RESOURCES	INFORMATION TECHNOLOGY CONTRACTED SERVICES CAPITAL OUTLAYS > \$5000 TOTAL INFORMATION TECHNOLOGY	MUNICIPAL COURT PERSONNEL SERVICES CONTRACTED SERVICES SUPPLIES & MINOR EQPT TOTAL MUNICIPAL COURT	POLICE ADMINISTRATION PERSONNEL SERVICES CONTRACTED SERVICES SUPPLIES & MINOR EQPT CAPITAL OUTLAYS > \$5000 DEBT SERVICE TOTAL POLICE ADMINISTRATION	FIRE ADMINISTRATION PERSONNEL SERVICES CONTRACTED SERVICES SUPPLIES & MINOR EQPT CAPITAL OUTLAYS > \$5000 DEBT SERVICE TOTAL FIRE ADMINISTRATION

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		AS OF: JA	JANUARY 31ST, 2019	6	4	
IOU-GENEKAL FOND FINANCIAL SUMMARY				0 %	OF YEAR COMPLETED:	58.33
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET	% YTD BUDGET
HIGHWAY AND STREETS ADMIN PERSONNEL SERVICES	479.387	24.695.38	197.641.85	0.00	281.745.15	41.23
CONTRACTED SERVICES	51,700	625.59	35,109.35	0000	16,590.65	67.91
CAPITAL OUTLAYS > \$5000	30,000	0.00	0.00	00.0	30,000.00	00.00
DEBT SERVICE TOTAL HIGHWAY AND STREETS ADMIN	1,304,500	161,666.80 224,478.32	872,659.96 872,659.96	0.00	(19,545.41) 431,840.04	104.10 66.90
PARTICIPANT RECREATION		6				; ;
PERSONNEL SERVICES CONTRACTED SERVICES	374,674 87,650	21,250.81 $6,133.92$	163,923.68 57,665.88	0.00	210,750.32 29,984.12	43.75 65.79
SUPPLIES & MINOR EQPT	119,150	6,801.95	67,874.59	00.00	51,275.41	56.97
TOTAL PARTICIPANT RECREATION	4 -	34,186.68		0.00	294,009.85	49.61
PARK AREAS & GROUNDS DEDECMINEL CEDVICES	705 207	32 810 38	260 472 54	2	144 824 46	76 19
CENSONNEL SENTES CONTRACTED SERVICES SUPPLIES & MINOR FORT	261,200	18,705.74	678. 541		112,521.49	56.92 56.05
CAPITAL OUTLAYS > \$5000 TOTAL PARK AREAS & GROUNDS	80,000	109.00	17,609,11 495,301,21	0.00	62,390.89	22.01 58.25
INSPECTION						
PLANNING & ZONING						
CONTRACTED SERVICES SUPPLIES & MINOR EQPT	177,250	16,482.74 0.00	54,588.22 52.80	0.00	-	30.80 52.80
OTHER COSTS (NOC) TOTAL PLANNING & ZONING	2,000 179,350	0.00	54,641.02	0.00	2,000.00 124,708.98	30.47
CODE ENFORCEMENT	1	() ()				•
PERSONNEL SERVICES CONTRACTED SERVICES		272.78 24,297.89)(2,626.95 16,417.22)	0.00	107,944.05 $67,557.22$	2.38 32.10-
SUPPLIES & MINOR EQPT TOTAL CODE ENFORCEMENT	6,100 167,811 (382.30 23,642.81)(382.30 13,407.97)		7 <u>17</u> 218	6.27 7.99-
ECONOMIC DEVELOPMENT						
PERSONNEL SERVICES CONTRACTED SERVICES	200,050 204,000	12,738.90 7,165.52	107,292.60 71,390.91	0.00	92,757.40 132,609.09	53.63 35.00
SUPPLIES & MINOR EQPT	10,421	2,621.96	5,493.50	00.0	4,927.50	52.72
OTHER COSTS (NOC)	20,000	0.00	4,248.14	0.00	1,310.00	21.24
TOTAL ECONOMIC DEVELOPMENT	443,971	22,526.38	196,409.15	00.0	247,561.85	44.24

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IOO-GENERAL TOND FINANCIAL SUMMARY				% OF	% OF YEAR COMPLETED:	58.33
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET	% YTD BUDGET
MAIN STREET						
CONTRACTED SERVICES	6,300 (250.00)	6,500.00	00.0		103.17
SUPPLIES & MINOR EQPT	200	0.00	00.00	00.0		00.0
CAPITAL OUTLAYS > \$5000	38,000	00.0	18,739.19	00.00	19,260.81	49.31
TOTAL MAIN STREET	45,000 (250.00)	25,239.19	00.0	19,760.81	26.09
OTHER FINANCING USES			*			
INTERFUND TRANSACTIONS	392,439	00.00	00.0	00.00	392,439.00	0.00
TOTAL OTHER FINANCING USES	392,439	00.00	00.00	00.00	392,439.00	0.00
TOTAL EXPENDITIBES	12 513 050	803 642 27	6 025 459 79	W 0	6 487 590 21	48 15
טינט ראל הילא - סינט	11,710,000	17:210	0,000,000,0	5	11.000,000	
REVENUE OVER/(UNDER) EXPENDITURES	(52,700)(124,990.32)	2,764,736.49	0.00 (0.00 (2,817,436.49)5,246.18-	246.18-

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% OF YEAR COMPLETED: 58.33

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100-GENERAL FUND

REVENUES	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL	BUDGET	% YTD BUDGET
TAXES 100-0-00000-311100 Real Property-Current 100-0-0000-311110 Special Tax Distr-Real	3,950,000	44,166.61	3,919,271.62 98,264.54	0.00	30,728.38	99.22
	540,000		00'0	00.0	540,000.00	0.00
	50,000	2,326.67	67,213.97	0.00	17,213.97)	134.43
100-0-0000-311300 Personal Property-Curr 100-0-0000-311310 Motor Vehicle	100,000	11,638.00	1,006,313.32 73.334.66	0.00	16,064.46 26,665.34	73.33
			2,185.38)	00.00	2,185.38	00.00
Personal Propert	10,000	52,115.13	53,149,91	00.0	(43,149.91)	531.50
IOO-0-0000-311000 Real Estate Intanglble 100-0-0000-311710 Franchise Tax-Georgia	45,000 500.000	1,298.8/	33,013.45 0.00	0.00	500.000.00	0,.70
	40,000	0.00	26,759.51	00.00	13,240.49	06.99
Franchise Tax-Te	55,000	50,237.18	50,237.18	00.00	4,762.82	91.34
100-0-0000-311/60 Franchise (ax-Bell Sou	30,000	6,294.38 313.46	12,237.23	9.0	1/, 162.1/ 8, 799.07	56.00
Local Option Sal	1,850,000	191,856.57	1,160,405.39	00.0	689,594.61	62.72
	25,000	1,005.01	13,538.31	00.00	11,461.69	54.15
	2,000		2,930.99	0.00	(66.086)	146.55
Alcoholic Beverage	185,000	15,584.42	108,188,29	0.00	76,811.71	58.48
Local Option Mixe	20,000	5,570.96	49,893.31	0.00	106.69	99.79
Occupational Tax F	375,000	3,460.19		0.00	308,960.54	$\frac{17.61}{1}$
Insurance Premium	475,000	4,300.00	462,984.51	0.00	12,015.49	97.47
100-0-0000-319100 Property Tax Penalties	70,000	±0,133.93	26,256.86	0.00	(98,750,86)	131.28
100-0-0000-319500 F1 F6	7,000	230.00	5,591.00 5,105,00	0.00	(T, 591.00)	1/9.55 510 50
<u> </u>		75/ 18/ 15	3/8	00.0	, TOJ.	76.82
IOIAL IAXES	,455	, 104.	, 240,	00.0	, тоо, о	70.07
100-0-0000-321100 Alcoholic Beverage Lic	175,000	34,250.00	160,515.89	00.00	П	91.72
tefunds - Alcohoľ B	0	0.00		0.00	'n	00.0
100-0-0000-321140 Alcohol Server ID Card	14,000	1,670.00	11,285.00	0.00	2,	80.61
100-0-0000-321200 Business License	5,000	0.00		0.00	, ,	0.00
100-0-0000-322400 Film Permit Fees	000 366	00.0	1,000.00	0.00	ر در	0.00
100-0-0000-322900 Bulluing Permits	36.5,000 0	06.986.02	95,2/0./5	0.0	7 (157,729)	78.70
TOTAL LICENSES AND PERMITS	519,000	56,916.50	262,337.64	0.00	256,662.	50.55
INTERGOVERNMENTAL REV						
100-0-0000-332116 Special Events Grant	6,000	0.00	0.00	0.00		0.0
100-0-0000-336001 COUNCY GRAILS 100-0-0000-336002 LCI-ARC 80%	70,000	0.00	0.00	0.00	ا ر	0.0
TOTAL INTERGOVERNMENTAL REV	26,000	00.00	6,000.00	00.0		7.89

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PAGE:

% OF YEAR COMPLETED: 58.33 100-GENERAL FUND

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BALANCE	<u> </u>	% YTD BUDGET	
CHARGES FOR SERVICES					,			
100-0-0000-341100 Court Costs	200	00.00	199.79	00.0		0.21	99.90	
Technology Fee - Co	30,000	4,638.99	26,914.26	0.00	3,085.7	85.74	89.71	
100-0-0000-341120 Probation FeeS/Fines	75,000	11,233.65	85,268.50	00.0	10,268.	68.50)	113.69	
Other Charges for S Return Check Fees	1,500	4.0	103.00		T,019.	7.50 3.00 3.00	32.03	
Planning & Dev Fees	15,000	800.00	13,006,22	00.00	1.99	993.78	86.71	
	0	468.00	î	00:00	7,1	468.00)	0.00	
	15,500	1,193.90	10,262.30	00.00	5,23	5,237.70	66.21	
	5,000	650.00	4,300.00	00.0)/	700.00	86.00	
100-0-0000-341935 Booting Permits		0.00	170.00	0.00	,	30.00	34.00	
	3,500	20.00	T,541.00	0.00	پرب	959.00	44.03	
IOO-O-OOOO-342123 VIN CHECK FEES 100-O-0000-342310 Eingerprinting Fee	900	280.00	450.00	0.00	- - - -	00.00	75.00	
Ambulance Fees	145.000	14.859.51	90.583.56	00.0	54 47	54,416,44	62.47	
	0		35.00	00.0		35.00)	00.00	
Fire Dept Fees	800	2.00	10.00	00.00	27	00.06	1.25	
	0	00.0	00.09	00.00	<u> </u>	(00.09)	0.00	
	200	0.00	00.0	0.00	5(200.00	0.00	
	4,000	460.00	3,660.00	00.0	ξ.	340.00	91.50	
Rec Activity Fee	200	0.00	158,50	0.00	ξ, ,	341.50	31.70	
100-0-00000-34/500 Rec Rental & Miscellan 100-0-00000-347502 Rec Cheerleading/Dance	2,500	0.00	7.20.00	0.00	1,78	780.00	28.80	
Rec Football	000,6	3 640 00	17 705 00	90.0	2,2	205.00	120.06	
Rec	4.500		974.00	00.0	3,75	576.00	21.64	
Rec	1,200	00.0	00.0	00.0	1,20	200.00	00.0	
100-0-0000-347506 Rec Baseball/Girl's So	7,500	00.00	00.00	00.00	7,50	500.00	0.00	
100-0-0000-347507 Rec. Adult Softball	1,000	00.0	0.00	00.00	1,00	000.000	0.00	
100-0-0000-347508 Rec Children's Program	16,500	440.00	7,478.00		0,6	022.00	45.32	
$\overline{}$	0	0	00.89	00.00		(00.89	0.00	
TOTAL CHARGES FOR SERVICES	347,100	38,953.05	262,310.63	00.00	84,789	89.37	75.57	
FINES AND FORFEITURES	310 000	10 536 91	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	c c	ć	,	5	
100-0-0000-351150 Code Enforcement Liens	5.000	0.00	1,180,36	0.00	3,20	3.819.64	23.61	
	215,000	18,263.01	141,915.10	00.0	73,084.	84.90	66.01	
INVESTMENT INCOME								

4.83

475.85

0.00

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3.47

<u>500</u>

INVESTMENT INCOME 100-0-0000-361100 Interest Revenues TOTAL INVESTMENT INCOME

100-GENERAL FUND

CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

PAGE:

				% OF	% OF YEAR COMPLETED:	58.33	
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET	% YTD BUDGET	
CONTRIBUTIONS 100-0-0000-371400 Contributions & Donati 100-0-0000-375000 Festival Contribution <u>s</u> TOTAL CONTRIBUTIONS	500 7,500 7,500	0.00	0.00 331.40 331.40	0.00	500.00 6,668.60 7,168.60	0.00	
MISC REVENUE 100-0-0000-381100 Cell Phone Tower Lease 100-0-0000-381110 Misc Revenue 100-0-0000-381150 Insurance Reimbursemen 100-0-0000-381200 Other Reimbursements 100-0-0000-381300 Gas South Fees TOTAL MISC REVENUE	25,000 8,000 0 5,000 1,000 39,000	0.00 4,482.68 6,123.44 1,321.25 131.00 12,058.37	7,040.00 110,728.36 15,305.95 8,635.08 938.00 142,647.39	0.00 0.	17,960.00 102,728.36)1 15,305.95) 3,635.08) 62.00 103,647.39)	28.16 ,384.10 0.00 172.70 93.80 365.76	
Junear Financing Sources 1000-00000-395100 Transfer from Water-Se 100-0-0000-395295 Transfer from Dev Auth 100-0-0000-395300 Transfer from Hotel/M TOTAL OTHER FINANCING SOURCES	340,000 0 1,481,250 1,821,250	0.00 0.00 98,273.10 98,273.10	0.00 800.00 725,481.71 726,281.71	00.00	340,000.00 800.00) 755,768.29 1,094,968.29	0.00 0.00 48.98 39.88	
TOTAL REVENUE	12,460,350	678,651.95	8,790,196.28	00.00	3,670,153.72	70.55	

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PAGE:

CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

% YTD BUDGET % OF YEAR COMPLETED: 58.33 BUDGET BALANCE TOTAL ENCUMBERED YEAR TO DATE ACTUAL CURRENT PERIOD CURRENT BUDGET DEPARTMENTAL EXPENDITURES

Regular Employees 31,200 0.00 16,673.08 0.00 16,673.08 Social Security FICA C 2,000 111.60 1,013.70 0.00 16,673.08 Secial Security FICA C 2,000 111.60 1,013.70 0.00 262.92 SERVICES 33,700 1,937.70 17,923.86 0.00 15,776.14 SERVICES SERVICES 1,500 0.00 2,693.72 0.00 1,500.00 Reducation & Training A,000 0.00 2,693.72 0.00 1,306.28 SERVICES SERVICES SERVICES SUPPLIES 1,800 0.00 1,800.00 WINNOR EQPT 1,800 0.00 0.00 1,800.00 WINNOR EQPT 1,937.70 21,137.58 0.00 22,862.42						1		
L-time Employees 0 1,800.00 16,673.08 0.00 (16,673.08) 0.00 (16,	Personnel Services 100-5-1110-511100 Regular Employees	31,200	00.00	0.00	00.0	31,200.00		
ial Security FICA C 2,000 111.60 1,013.70 0.00 986.30 262.92 250.00 17,923.86 0.00 262.92 262.92 257.08 0.00 17,923.86 0.00 15,776.14 15,776.14 15,000 0.00 0.00 2,480.00 2,480.00 2,480.00 0.00 2,480.00 0.00 2,480.00 0.00 2,480.00 0.00 2,480.00 0.00 2,480.00 0.00 2,480.00 0.00 0.00 1,306.28 0.00 0.00 3,213.72 0.00 1,800.00 1,800 0.00 0.00 0.00 1,800.00 1,800.00 0.00 0.00 0.00 0.00 0.00 1,800.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	100-5-1110-511200 Part-time Employees	,	1,800.00	16,673.08	0.00	16,673.08)	A	
icare 500 26.10 237.08 0.00 15,776.14 15,776.14 15,923.86 0.00 15,776.14 15,776.14 15,776.14 15,776.14 15,776.14 15,776.14 15,00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	100-5-1110-512200 Social Security FICA C	2,000	111.60	1,013.70	00:0	986.30	7	
ting expenses 1,500 0.00 0.00 0.00 1,500.00 1,500.00 0.00 2,480.00 2,480.00 0.00 0.00 1,306.28 0.00 0.00 0.00 1,306.28 0.00 0.00 0.00 0.00 1,306.28 0.00 0.00 0.00 0.00 1,800.00 0.00 0.00 0.00 0.00 1,800.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	100-5-1110-512300 Medicare	200	26.10	237.08	00.00	262.92		
ting expenses 1,500 0.00 0.00 0.00 2,480.00 2,480.00 2,300 0.00 0.00 2,480.00 2,480.00 0.00 0.00 1,306.28 0.00 1,306.28 0.00 3,213.72 0.00 5,286.28 0.00 0.00 0.00 1,800.00 0.00 1,800.00 0.00 0.00 0.00 1,800.00 0.00 0.00 0.00 1,800.00 0.00 0.00 0.00 22,862.42	TOTAL PERSONNEL SERVICES	33,700	1,937.70	17,923.86	00.0	15,776.14		
ting expenses 1,500 0.00 0.00 0.00 0.00 2,480.00 2,480.00 2,480.00 0.00 0.00 0.00 2,480.00 2,480.00 0.00 0.00 0.00 1,306.28 0.00 0.00 0.00 0.00 1,306.28 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	CONTRACTED SERVICES							
vel 3,000 0.00 520.00 0.00 2,480.00 2,480.00 cation & Training 4,000 0.00 0.00 2,693.72 0.00 1,306.28	100-5-1110-522050 Meeting expenses	1,500	0.00	00.00	00.00	1,500.00	0.00	
Cation & Training $4.000 \\ 8,500 \\ 0.00 \\ 0$	100-5-1110-523500 Travel	3,000	00.0	520.00	00.0	2,480.00	17.33	
ERVICES $8,500 0.00 3,213.72 0.00 5,286.28$ plies $1,800 0.00 0.00 0.00 1,800.00$ INOR EQPT $1,800 0.00 0.00 0.00 1,800.00$ $44,000 1,937.70 21,137.58 0.00 22,862.42$	100-5-1110-523700 Education & Training	4,000	00.00	2,693.72	00.00	1,306.28	67.34	
plies plies 1.800 0.00 0.00 0.00 1,800.00 1,800.00 0.00 1,800.00 0.00 1,800.00 0.00 0.00 22,862.42	TOTAL CONTRACTED SERVICES	8,500	00.0	3,213.72	00.0	5,286.28	37.81	
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	FOOT GOING & MINOD							
EQPT 1,800 0.00 0.00 1,800.00 1,800.00 1,800.00 1,800.00 22,862.42	100-5-1110-531100 Supplies	1,800	0.00	00.00	00.0	1,800.00	0.00	
44,000 1,937.70 21,137.58 0.00 22,862.42	TOTAL SUPPLIES & MINOR EQPT	1,800	0.00	00.0	00.00	1,800.00	0.00	
44,000 1,937.70 21,137.58 0.00 22,862.42								
	TOTAL COUNCIL	44,000	1,937.70	21,137.58	00.00	22,862.42	48.04	

100-GENERAL FUND DEPARTMENT - COUNCIL

CIIY OF HAPEVILLE	REVENUE & EXPENSE REPORT (UNAUDITED)	AS OF: JANUARY 31ST, 2019

100-GENERAL FIND		AS OF. JA	JANUAKI SISI, ZUIS		4		
DEPARTMENT - MAYOR				% OF Y	% OF YEAR COMPLETED:	58.33	
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET	% YTD BUDGET	
PERSONNEL SERVICES							
100-5-1310-511100 Regular Employees	8,400	0.00	0.00	0.00	8,400.00	0.00	
100-5-1310-311200 Part-time Employees 100-5-1310-511300 Overtime	00	046.16 0.00	4,523.12	00.0	4,523.12) 4.68)	00.0	
100-5-1310-512200 Social Security FICA C	550	40.06	300.45	00.0	249.55	54.63	
IUU-5-151U-5123UU MEGICARE TOTAL PERSONNEL SERVICES	9,100	95.36	4,893.77	0.00	4,206.23	53.78	
CONTRACTED SERVICES							
100-5-1310-523500 Travel 100-5-1310-523700 Education & Training	750	0.00	49.00)	00.0	799.00	6.53-	
TOTAL CONTRACTED SERVICES	5,750	00.0	551.00	00:0	5,199.00	9.58	
SUPPLIES & MINOR EQPT	11 000	1 889 63	10 141 65	OO D	858 35	92 20	
TOTAL SUPPLIES & MINOR EQPT	11,000	1,889.63	10,141.65	0.00	858.35	92.20	
TOTAL MAYOR	25,850	2,585.21	15,586.42	0.00	10,263.58	60.30	

100-GENERAL FUND DEPARTMENT - CITY MANAGER

CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

DEPARTMENT - CITY MANAGER				ō %	OF YEAR COMPLETED:	D: 58.33	
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	

	61.16	5	57.82	57.82	59.00	0.00	58.33	56.27		0.00	57.67	98.12	48.41	00.0	39.85	169.60	99.95	65.81		118.78	0.00	296.91			63.40
	37,287.51	7,575.75	2,510.53	587.15	5,124.42	1,550.00	2,000.00	56,635.36		5,000.00	104,987.72	1,407.51	309.54	2,000.00	1,203.08	348.00)	1.00	114,560.85		93.88)	890.67)	984.55)			170,211.66
	0.00	00.0	00.00	00.0	00.0	00.00	00.00	00.0		00.0	00.00	0.0	00.0	00.00	00.0	0.00	00.0	00.0		0.00 (0.00	00'0			00.0
	58,704.49	(5/.957	3,441.47	804.85	7,375.58	00.00	2,800.00	72,869.64		00.00	143,012.28	73,592.49	290.46	0.00	796.92	848.00	1,999,00	220,539.15		593.88	890.67	1,484,55			294,893.34
	7,384.62	149./3 (455.40	106.50	973.08	0.00	400.00	9,469.33		0.00	00.0	00.0	91.34	00.00	15.00	0.00	184.00	290.34		00.00	890.67	890.67		TO MANAGEMENT AND	10,650.34
	95,992	7,319	5,952	1,392	12,500	1,550	4,800	129,505		2,000	248,000	75,000	009	2,000	2,000	200	2,000	335,100		200	0	200			465,105
PERSONNEL SERVICES	100-5-1320-511100 Regular Employees	TOU-5-1320-512100 Group Insurance	100-5-1320-512200 Social Security - FICA	100-5-1320-512300 Medicare	100-5-1320-512500 Money Purchase Pension	100-5-1320-512700 Worker's Compensation	100-5-1320-512740 Auto Allowance	TOTAL PERSONNEL SERVICES	CONTRACTED SERVICES	100-5-1320-523100 Insurance Other	100-5-1320-523110 Insurance - Liability	100-5-1320-523115 Insurance - Worker's C	100-5-1320-523200 Communications	100-5-1320-523300 Advertising	100-5-1320-523500 Travel	100-5-1320-523600 Dues & Fees	100-5-1320-523700 Education & Training	TOTAL CONTRACTED SERVICES	SUPPLIES & MINOR EOPT	100-5-1320-531100 Supplies	100-5-1320-531300 Operating Lease	TOTAL SUPPLIES & MINOR EQPT	CAPTTAL OUTLANS < \$5000		TOTAL CITY MANAGER

		AS 0F: J/	JANUARY 31ST, 2019		*	
DEPARTMENT - CITY CLERK				8	% OF YEAR COMPLETED:	58.33
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET	% YTD BUDGET
PERSONNEL SERVICES						
100-5-1330-511100 Regular Employees 100-5-1330-511300 Overtime	102,440 0	7,884.50	51,939.30	0.00	50,500.70	50.70
100-5-1330-512100 Group Insurance 100-5-1330-512200 Social Security FICA C	14,638	73.47	395.12	0000	14,242.88	2.70
100-5-1330-512300 Medicare	1,485	111.66	777.21	00.0	2, 727 . 79 707 . 79	52.34
100-5-1330-512400 Retirement Contributio 100-5-1330-512700 Worker's Compensation	15,261 1,654	0.00	0.00	0.00	15,261.00	0.00
TOTAL PERSONNEL SERVICES	141,829	8,547.07	56,461.84	0.00	85,367.16	39.81
CONTRACTED SERVICES 100-5-1330-571700 Professional	2 000 3	(00 189	834 00		77 77 7	7
100-5-1330-523300 Advertising	3,000	990.45	1,816.65	0.00	1,183.35	10.68 60.56
100-5-1330-523400 Printing & Binding 100-5-1330-523500 Travel	10,000 2,000	0.00	1,687.45	0.00	8,312.55	16.87
100-5-1330-523600 Dues & Fees	250	0.00	00.0	00.00	250.00	0.00
LOO-5-1330-523700 Education & Training	2,000	150.00	150.00	0.00	1,850.00	7.50
CONTRACTOR	062,22	04.200	4,073.37	00.00	L/,3/0.03	77.00
30FFLIES @ MINOK EQF1 100-5-1330-531100 Supplies	2,500	153.52	1,580.42	00.00	919.58	63.22
100-5-1330-531300 Operating Lease	2,531	951.51	1,262.10	0.00	1,268.90	49.87
other Supplies	1,000 250	0.00	0.00	0.00	1,000.00 250.00	000
TOTAL SUPPLIES & MINOR EQPT	6,281	1,105.03	2,842,52	00.0	3,438.48	45.26
CAPITAL OUTLAYS > \$5000						
OTHER COSTS (NOC)						
TOTAL CITY CLERK	170,360	10,158.55	63,977.73	00.00	106,382.27	37.55

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CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

% OF YEAR COMPLETED: 58.33 100-GENERAL FUND DEPARTMENT - ELECTIONS

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL	BALANCE BUDGET % YTD	
PERSONNEL SERVICES						
CONTRACTED SERVICES						
100-5-1400-523300 Advertising	200	240.24	1,921.47	00.00		
100-5-1400-523850 Contract Labor	2,000	13,761.00	14,890.00	0.00		
TOTAL CONTRACTED SERVICES	5,200	14,001.24	16,811.47	00.0	11,611.47) 323.30	
TOTAL ELECTIONS	5,200	14,001.24	16,811.47	0.00	11,611.47) 323.30	

CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

		AS 0F: 1/	JANUARY 31ST, 2019		*	
LOG-GENERAL FUND DEPARTMENT - FINANCIAL ADMINISTRATION				0 %	OF YEAR COMPLETED:	: 58.33
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
PERSONNEL SERVICES						
100-5-1510-511100 Regular Employees 100-5-1510-511300 overtime	279,523	22,706.82	152,236.30	0.00	127,286.70	54.46
100-5-1510-512100 Group Insurance	36,296		7,280.00	00.0	29,316.00	19.89
100-5-1510-512500 SOCIAI SECUFILY FICA C 100-5-1510-512300 Medicare	17,826 4,169	1,3/3.1/ 321.14	9,276.73 2,169.58	0.00	8,549.2/ 1,999.42	52.04 52.04
100-5-1510-512400 Retirement Contributio 100-5-1510-512700 Worker's Compensation	42,239	00.00	0.00	00.00	42,239.00	0.00
TOTAL PERSONNEL SERVICES CONTRACTED SERVICES	388,866	24,913.72	174,736.60	0.00	214,129.40	44.93
100-5-1510-521100 Contract Services	30,000		,	0.00	29,095.00	
100-5-1510-521200 Protessional Services 100-5-1510-521203 W/C - Professional Sv	140,000 10,000	4,123.85	116,511.82 2,204.35	0.00	23,488.18	83.22 22.04
Workers	0		3,530.27	00.00	(3,530.27)	
100-5-1510-521205 Bank Charges 100-5-1510-52200 Repairs & Maintepance	40,000	3,647.82	27,142.05 0.00	0.00	12,857.95	
Insurance-Liabil		7,260.24		0.00	7,260.24)	
100-5-1510-523200 Communications 100-5-1510-523300 Advertising	8,000	0.00	3,334,99	0.00	4,665.01	
100-5-1510-523400 Printing & Binding	200	0.00		00:00	500.00	
100-5-1510-523500 Travel	1,500	0.00	275.05	0.00	1,224.95	18.34
100-5-1510-523700 Education & Training	2,500	125.00	1,518.50	0.00	981.	60.74
	244,500	18,043.63	184,510.91	00.0	59,989.09	75.46
SUPPLIES & MINOR EQPT 100-5-1510-531100 Supplies	15,000	1 530,06	5 496 56	00	9 503 44	36 64
100-5-1510-531220 Natural Gas	2,000	216.01	1,105.90	0.00	894.	55.30
100-5-1510-531230 Electricity	17,000	2,889.57	9,882.91	0.0	7,117.09	58.13
100-5-1510-531270 das0111e/Diesel	10.000	547.69	4.761.26	0.00	5.238.74	47.61
100-5-1510-531400 Books & Periodicals	. 4	0.00	821.	0.00	321.	164,40
IUU-5-131U-3316UU SMAII EQUIDMENT<30UU TOTAL SUPPLIES & MINOR EQPT	46,500	5,183,33	22,068.62	0.00	24,431.38	47.46
CAPITAL OUTLAYS > \$5000						
100-5-1510-542525 Equipment lease TOTAL CAPITAL OUTLAYS > \$5000	10,800	830.76	6,230,70	0.00	4,569.30	57.69

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CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

% YTD BUDGET % OF YEAR COMPLETED: 58.33 BUDGET BALANCE TOTAL ENCUMBERED YEAR TO DATE ACTUAL CURRENT PERIOD CURRENT BUDGET 100-GENERAL FUND DEPARTMENT - FINANCIAL ADMINISTRATION DEPARTMENTAL EXPENDITURES

56.11 303,119.17 0.00 387,546.83 48,971.44 999,069

TOTAL FINANCIAL ADMINISTRATION

OTHER COSTS (NOC)

DEBT SERVICE



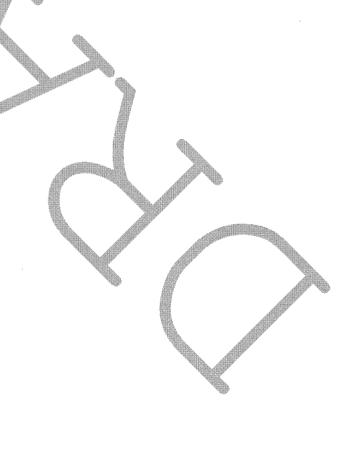
100-GENERAL FUND DEPARTMENT - LAW

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CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

58.33 % YTD BUDGET % OF YEAR COMPLETED: BUDGET BALANCE TOTAL ENCUMBERED YEAR TO DATE ACTUAL CURRENT PERIOD CURRENT BUDGET DEPARTMENTAL EXPENDITURES CONTRACTED SERVICES 100-5-1530-521200 profess 100-5-1530-521250 profess 100-5-1530-521500 other P TOTAL CONTRACTED SERVI PERSONNEL SERVICES

CONTRACTED SERVICES				
100-5-1530-521200 Professional - City At	220,000	11,799.75	00.0	-
100-5-1530-521250 Professional - Outside	0	00.00	0.00	5,412.50) 0.00
100-5-1530-521500 Other Professional Svc	130,000	0.00	00.0	7
TOTAL CONTRACTED SERVICES	350,000	11,799.75		155,869.71 55.47
SUPPLIES & MINOR EQPT				
CAPITAL OLITIANS - \$5000				
TOTAL LAW	350,000	11,799.75	194,130.29 0.00 15	155,869.71 55.47



100-GENERAL FUND DEPARTMENT - HUMAN RESOURCES

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CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

LUC-GENERAL FOND DEPARTMENT – HUMAN RESOURCES				% OF	% OF YEAR COMPLETED:	58.33
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
PERSONNEL SERVICES						
100-5-1540-511100 Regular Employees 100-5-1540-511300 Overtime		4,716.05	41,649.85 1,545.17	0.00	16,650.15	71.44
100-5-1540-512100 Group Insurance 100-5-1540-512150 Group Insurance - Reti 100-5-1540-512160 Medicare Reim/Stibends	7,319 151,900 (105.000	06.87 1,409.73) 0.00	2,325.49 38,504.83 36,305.00	00.0	4,993.51 113,395.17 68,695.00	31.77 25.35 34.58
100-5-1540-512200 social Security FICA C		287.75	2,551.07	0.00	1,063.93	70.57
100-5-1540-512400 Retirement Contributio 100-5-1540-512700 Worker's Compensation		0.00	00.0		8,686.00	000
TOTAL PERSONNEL SERVICES	336,606	3,885.90	123,478.04	00.0	213,127.96	36.68
CONTRACTED SERVICES 100-5-1540-521200 Professional 100-5-1540-523210 Information Tochnology	2,000	00.00	00.00	00,00	2,000.00	0.00
100-5-1540-523500 Travel	1,000	0.00	0.00	0.00	1,000.00	0.0
100-5-1540-523600 Dues & Fees 100-5-1540-523700 Education & Training	700 1,700	400.00	400.00	0.00	300.00	57.14 0.00
TOTAL CONTRACTED SERVICES	006,9	400.00	400.00	0.00	6,500.00	5.80
SUPPLIES & MINOR EQPT 100-5-1540-531100 sunnlies	2,000	878 62	190 13	00 0	2 809 87	23.80
100-5-1540-531300 Operating Lease 100-5-1540-531600 Small Equipment<5000	2,531 2,000 2,000	951.52	1, 262.11	00.00	1,268.89 2,000.00	49.87
TOTAL SUPPLIES & MINOR EQPT	9,531	1,830.14	2,452,24	00.0	7,078.76	25.73
CAPITAL OUTLAYS > \$5000		-				
OTHER COSTS (NOC)						
000000000000000000000000000000000000000						

35.78

226,706.72

0.00

126,330.28

6,116.04

353,037

TOTAL HUMAN RESOURCES

PAGE: 17

% YTD BUDGET 58.33 % OF YEAR COMPLETED: BUDGET BALANCE TOTAL ENCUMBERED YEAR TO DATE ACTUAL CURRENT PERIOD CURRENT BUDGET 100-GENERAL FUND DEPARTMENT - INFORMATION TECHNOLOGY DEPARTMENTAL EXPENDITURES

PERSONNEL SERVICES							
CONTRACTED SERVICES							
100-5-1565-521100 Contract Services	165,170	3,606.50	93,701.92	0.00	71,468.08	56.73	
100-5-1565-521200 Professional	3,900	0.00	00.0	00.0	3,900.00	0.00	
100-5-1565-523200 communications	91,580	10,618.31	67,331.12	00.00	24,248.88	73.52	
100-5-1565-523210 Information Technology	31,265	00.0	13,071.50	00.00	18,193.50	41.81	
TOTAL CONTRACTED SERVICES	291,915	14,224.81	174,104.54	00.00	117,810.46	59.64	
SUPPLIES & MINOR EOPT							
CAPITAL OUTLAYS > \$5000	12,000	0	0	00 0	12 000 00	00	
100-3-1303-342400 COMPUTELS	25,000	0.0	8.0	00.0	25,000,00	90.0	
100-5-1565-542500 Faulinment	19,000	00.0	0.0	90:0	19 550 00	90.0	
100-5-1565-543200 Equipment lease	126,834	00.0	83,449.86	00.00	43.384.14	65.79	
TOTAL CAPITAL OUTLAYS > \$5000	183,384	00.0	83,449.86	00.0	99,934.14	45.51	
DEBT SERVICE							
OTHER FINANCING USES							
TOTAL INFORMATION TECHNOLOGY	475,299	14,224.81	257,554.40	00.00	217,744.60	54.19	

100-GENERAL FUND							
DEPARTMENT - MUNICIPAL COURT				0 %	% OF YEAR COMPLETED: 58.33	: 58.33	
	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% YTD	
DEDABTMENTAL EXDENDITIBES	FIJURIA	000	- WITE		1000	1	

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET	% YTD BUDGET
PERSONNEL SERVICES						
100-5-2650-511100 Regular Employees	39,811	3,260.08	24,602.35	00.0	15,208.65	61.80
100-3-2030-311300	3,000 7,319	0.00 87.43	2,583.85	00.0	2,454.1/ 4,735.15	18.19 35.30
100-5-2650-512200 social security FICA C	2,468	186.73	1,445.23	0.00	1,022.77	58.56
100-5-2650-512300 Medicare 100-5-2650-512400 Retirement Contributio	5/7 5,931	43.6/ 0.00	338.01 0.00	0.00	238.99	58.58 0.00
100-5-2650-512700 Worker's Compensation	643	00.00	00.00	0.00	643.00	0.00
TOTAL PERSONNEL SERVICES	59,749	3,577.91	29,515,27	00.0	30,233.73	49.40
CONTRACTED SERVICES						
100-5-2650-521200 Professional	76,933	4,500.00	29,900.00	0.00	47,033.00	38.86
100-5-2650-525210 INTOFMAT10n lecnnology	2T,000	9,097,99	1/,434./5	0.0	3,565.25	83.02
100 - 2-2030-323400 Princing & Binding	000	0.00	0.00	0.00	200.00	0.00
100-3-2030-323300 ravel	007	0.00	0.00	0.00	200.007	0.00
100-5-2650-523700 Education & Training	200,	20:45 0	225 00	8.0	0,209.07	77.7
TOTAL CONTRACTED SERVICES	107,833	13,652.06	47,970.08	0.00	59,862.92	44.49
SUPPLIES & MINOR EOPT						
100-5-2650-531100 Supplies	200	00.00	00.00	00.00	500.00	00.00
TOTAL SUPPLIES & MINOR EQPT	200	00.00	00.0	00.00	200.00	00.0
CAPITAL OUTLAYS > \$5000						
OTHER COSTS (NOC)						
TOTAL MUNICIPAL COURT	168,082	17,229.97	77,485.35	00.00	90,596.65	46.10

CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

מאונו יישנויין 200		AS OF: JA	JANUARY 31ST, ZUIS		4		
LOG-GENERAL FOND DEPARTMENT - POLICE ADMINISTRATION				% OF	- YEAR COMPLETED:	58.33	
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	
PERSONNEL SERVICES							
100-5-3210-511100 Regular Employees	1,762,418	132,481.58	967,787.80	0.00	794,630.20	54.91	
100-5-3210-511200 Part-time employees	183,192	4,563.20	25,882.69	000	157,309.31	14.13	
100-5-3210-511300	15,000 15,000			0.00	44,404.85) 15,000.00	396.03	
100-5-3210-512100 Group Insurance	292,765	2,156.32	81,297.66	0.00	211,467.34	27.77	
100-5-3210-512300 Medicare	29,081		14,605.36	00:0	14,475.64	50.22	
<pre>100-5-3210-512400 Retirement Contributio 100-5-3210-512700 Worker's Compensation</pre>	267,033 28.454	0.00	0.00 1.820.50	0.00	267,033.00 26.633.50	0.00 6.40	
TOTAL PERSONNEL SERVICES	2,542,943	145,609.14	1,168,039.55		1,374,903.45		
100-5-3210-521200 Professional	7,000	450.00	2,620.03	00.00	4,379.97	37.43	
100-5-3210-522310 Fingerprinting Expense	00,		1,780.50	00.0	1,780.50)	0.00	
100-5-3210-523200 Communications	25,000	5,336.31	40,797.42	0.00	(15,797.42)	163.19	
100-5-3210-523230 E-911 Communications	100,000	00.00	, 332	0.00	100,000.00	0.00	
100-5-3210-523300 Advertising	500	0.00	277 00	0.00	500.00	0.00	
100-5-3210-323400 FI HILLING & BINGING 100-5-3210-523500 Travel	1,200	22.00	869.61	0.00	330.39	72.47	
ues & Fees	5,000	331.68	1,661.35	0.00	3,338.65	33,23	
-3210-523900	50,000	4,100.00	34,335,00	0.00	15,665.00	4.21 68.67	
	290,600	14,877.09				55.56	
SUPPLIES & MINOR EQPT							
100-5-3210-531100 Supplies 100-5-3210-531220 Natural Gas	20,000	469.32	10,099.70	0.00	9,900.30	50.50	
100-5-3210-531230 Electricity	12,000	3,983.35	14,900.83	0.00	2,900.83)	124.17	
100-5-3210-531270 Gasoline/Diesel	70,000	5,037.86	49,329.29	0.00	20,670.71	70.47	
100-5-3210-331400 Operaring Leases 100-5-3210-531400 Books & Periodicals	2,000	5,918.02 0.00	11,162.73 254.95	0.00	1,745.05	12.75	
100-5-3210-531600 Small Equipment<5000	4,500	0.00	4,683.25	0.00	183.25)	104.07	
& MINOR EQPT	126,000		102,747.59	0.00	23,252.41	81.55	
CAPITAL OUTLAYS > \$5000	שיים צא	0	C	C	טט טטט צאַ	ç	
100-5-3210-542516 safetyville expenses	1,200	0.00	215.98	0.00	984.02	18.00	
TOTAL CAPITAL OUTLAYS > \$5000	002,39	00.00	215.98	00.00	65,984.02	0.33	

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100-GENERAL FUND DEPARTMENT - POLICE ADMINISTRATION		AS OF.	JANUAKI SISI, ZUIS	% OF	% OF YEAR COMPLETED:	58.33
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BALANCE	% YTD BUDGET
OTHER COSTS (NOC)						
<u>DEBT_SERVICE</u> 100-5-3210-580402 P&I Phase 2 Lease	0	3,066.25	35,185.35	00 0	35,185.35)	00.0
100-5-3210-580404 P & I Phase 3 Lease 100-5-3210-580419 P & I - Regions 2019	31,377	0.00	00.0	00.0	31,377.00	00.00
100-5-3210-580500 AT&T Leases	34,800	0.00	00.00	0.00	34,800.00	0.00
TOTAL DEBT SERVICE	123,332	3,066.25	35, 185.35	00.0	88,146.65	28.53
TOTAL POLICE ADMINISTRATION	3,149,075	178,640.07	1,467,646.70	0.00	1,681,428.30	46.61

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IOO-GENERAL FUND DEPARTMENT - FIRE ADMINISTRATION				% OF	- YEAR COMPLETED:	58.33	
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	
PERSONNEL SERVICES 100-5-3510-511100 Regular Employees	1,615,361	113.995.79	903,988,35	00.0	711.372.65	96,55	
100-5-3510-511300 Overtime 100-5-3510-512100 Group Insurance 100-5-3510-512200 Social Security FICA C	50,000 256,169	13,974.34	69,424.59	0000	182,270.10	138.85 28.85	
100-5-3510-512500 Medicare 100-5-3510-512400 Retirement Contributio	24,873 248,104 26,000	1,752.35	13,344.70	0000	, 528. , 104.	53.65	
TOTAL PERSONNEL SERVICES	2,224,814	132,688.65	1,061,170.89	0.00	1,163,643.11	47.70	
CONTRACTED SERVICES 100-5-3510-521205 Legal Settlement 100-5-3510-521210 Licenses	32,000	0.00	(1,769.50) 11,359.52	0.00	1,769.50	0.00	
100-5-3510-522200 Repairs & Maintenance	55,000 6,500	1,498.20	19,709.66 3,674.25	0.00	35,290.34	35.84 56.53	
100-5-3510-523500 Travel 100-5-3510-523600 Dues & Fees 100-5-3510-523700 Education & Training		0.00 175.00 0.00	0.00 584.00 4,408.44	0000	1,000.00 1,416.00 1,221,56	0.00 29.20 78.30	
TOTAL CONTRACTED SERVICES	102,130	3,106.98	37,966.37	00.00	64,163.63	37.17	
SUPPLES & MINOR EQPT 100-5-3510-531100 Supplies 100-5-3510-531220 Natural Gas 100-5-3510-531230 Flectralty	5,370 7,000	772.59 641.80 7.759.74	3,346.45 2,741.80	00.00	2,023.55 4,258.20 8,665,22	62.32 39.17 56.67	
100-5-3510-531270 Gasoline/Diesel 100-5-3510-531300 Operating Lease	13,000	851.51 3,706.11	8,950.16 4,965.34	0.00	4,049.84 34.66	68.85 99.31	
100-5-3510-531400 Books & Periodicals 100-5-3510-531600 Small Equipment<5000 100-5-3510-531700 Uniform Supplies	., v, v, r	0.00	107.58 501.07 134.88	00.00	892.42 1,498.93 19,865.12	10.76 25.05 0.67	
LUU->-551U-531/10 EMS TOTAL SUPPLIES & MINOR EQPT	128,370	2,0/9.54 10,811.29	49,915.04	0.00	37,167.02 78,454.96	32.42 38.88	
\$5000 Furniture Equipment	2,000	00.00	1,195.90	0.00	804.10	59.80 14.00	
OTHER COSTS (NOC)	000,75	00.0	70.080.0	00.0	30,903,93	16.48	
DEBT SERVICE 100-5-3510-580401 P&I Phase 1 Lease 100-5-3510-580402 P&I Phase 2 Lease 100-5-3510-580403 P&I Fire Trick	40,357	3,363.04	26,904.32	0.00	13,452.68 28,400.00	66.67	
	157,257	3,363.04	26,904.32	0.00	130,352.68	17.11	
TOTAL FIRE ADMINISTRATION	2,649,571	149,969.96	1,182,052.69	00.00	1,467,518.31	44.61	

58.33

CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

- HIGHWAY AND STREETS ADMIN

100-GENERAL FUND DEPARTMENT - HIGI

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461.40 29.60 100.00 84.14 104.1048.62 81.69 30.58 46.12 46.11 0.00 68.50 0.00 67.91 39.40 57.24 35.22 53.91 0.00 66.90% YTD BUDGET % OF YEAR COMPLETED: $\begin{array}{c} 500.00 \\ 16,125.65 \\ \underline{35.00} \\ 16,590.65 \end{array}$ 167,243.14 1,831.45 43,189.22 11,542.61 2,699.71 49,990.00 195,688.71) 163,981.86 21, 208.90 94, 067.04 7, 773.71 123, 049.65 30,000.00 5,249.02 0.00 19,545.41) 12,161,44 431,840.04 BUDGET BALANCE 0000 00000 000000 00000 0.00 0.00 0.00 ENCUMBERED TOTAL 158,255.86 8,168.55 19,022.78 9,878.39 2,310.29 0.00 5.98 197,641.85 0.00 35,074.35 35,109.35 13,791.10 125,932.96 4,226.29 143,950.35 249,836.71 68,959.14 112,668.00 64,494.56 495,958.41 0.00 872,659.96 YEAR TO DATE ACTUAL 2,209.91 34,461.28 819.36 391.62 1,343.89 314.31 0.00 0.00 0.00 590.59 35.00 48,843.21 18,089.59 94,734.00 0.00 21,003.80 1,641.76 0.00 37,490.55 224,478.32 CURRENT PERIOD 35,000 220,000 12,000 267,000 54,148 232,941 112,668 76,656 476,413 325,499 10,000 62,212 21,421 5,010 49,990 $\frac{5,255}{479,387}$ 500 51,200 51,700 30,000 1,304,500 CURRENT BUDGET DEBT SERVICE 100-5-4210-580399 Trf to Dev Auth-2004B 100-5-4210-580401 Trf to Dev Auth- 2004A 100-5-4210-580402 Trf to Dev Auth - 2007 100-5-4210-512400 Retirement Contributio 100-5-4210-512700 Worker's Compensation CONTRACTED SERVICES 100-5-4210-521200 Professional 100-5-4210-522200 Repairs & Maintenance 100-5-4210-523700 Education & Training _ 100-5-4210-511300 overtime 100-5-4210-512100 group Insurance 100-5-4210-512200 social security FICA 100-5-4210-512300 Medicare CAPITAL OUTLAYS > \$5000 100-5-4210-541200 Site Improvements PERSONNEL SERVICES 100-5-4210-511100 Regular Employees 100-5-4210-531100 Supplies 100-5-4210-531230 Electricity 100-5-4210-531270 Gasoline/Diesel TOTAL CAPITAL OUTLAYS > \$5000 ADMIN TOTAL SUPPLIES & MINOR EQPT TOTAL CONTRACTED SERVICES TOTAL PERSONNEL SERVICES TOTAL HIGHWAY AND STREETS DEPARTMENTAL EXPENDITURES SUPPLIES & MINOR EQPT TOTAL DEBT SERVICE OTHER COSTS (NOC)

23

	58.33	% YTD BUDGET	26. 90 28. 94 45. 10 10. 00 10. 00	
4	YEAR COMPLETED:	BUDGET	84,691.83 55,682.50 2,441.27 22,201.95 9,864.43 2,307.34 30,389.00 3,172.00 4,660.00) 2,400.00 1,726.00 1,726.00 1,224.88 250.00 684.58 380.56 371.65 2,977.24 1,500.00	
	% OF	TOTAL		
JANUARY 31ST, 2019		YEAR TO DATE ACTUAL	111, 792.17 22, 677.50 5, 058.73 14, 394.05 8, 105.57 1, 895.66 0,00 0,00 1, 799.00 1, 790.09 1, 380.00 4, 512.75 1, 009.22	
AS OF: JA		CURRENT	16, 261.18 2, 190.00 338.16 1, 110.21 1,095.12 256.14 0.00 0.00 1,775.00 1,775.00 75.00 73.35 1,454.82 6,133.92 6,133.92 6,000 0.00	
		CURRENT	196,484 78,360 36,596 17,970 30,596 17,970 31,122 31,122 31,122 31,122 31,122 31,122 31,122 31,122 31,122 31,122 31,120 31,120 31,120 31,120 31,120 31,120 31,120 31,10	
100-CENERAL FIND		DEPARTMENTAL EXPENDITURES	PERSONNEL SERVICES 100-5-6120-511100 Regular Employees 100-5-6120-511200 Part Time Employees 100-5-6120-511200 Covertime 100-5-6120-511200 Group Insurance 100-5-6120-512200 Social Security FICA C 100-5-6120-512400 Retirement Contributio 100-5-6120-512300 Technical - Basketball 100-5-6120-521301 Technical - Football 100-5-6120-521302 Technical - Football 100-5-6120-521303 Technical - Socier 100-5-6120-521307 Technical - Socier 100-5-6120-521307 Technical - Socier 100-5-6120-521300 Repairs & Maintenance 100-5-6120-52300 Advertising 100-5-6120-52300 Communications 100-5-6120-52300 Other - Seniors 100-5-6120-52300 Other - Seniors 100-5-6120-53300 Other - Seniors 100-5-6120-533101 Supplies - Basketball 100-5-6120-533101 Supplies - Football 100-5-6120-531101 Supplies - Senior Citi 100-5-6120-531101 Supplies - Senior 100-5-6120-531108 Supplies - Children's 100-5-6120-531108 Supplies - Children's 100-5-6120-531109 Supplies - Children's 100-5-6120-531109 Supplies - Children's 100-5-6120-531109 Supplies - Children's 100-5-6120-531109 Supplies - Senior 100-5-6120-531109 Supplies - Children's 100-5-6120-531109 Supplies - Senior 100-5-6120-531109 Supplies - Senior 100-5-6120-531109 Supplies - Children's 100-5-6120-531109 Supplies - Children's 100-5-6120-531109 Supplies - Children's 100-5-6120-531109 Supplies - Children's 100-5-6120-531109 Supplies - Senior 100-5-6120-531109 Supplies - Senior 100-5-6120-531109 Supplies - Senior 100-5-6120-531109 Supplies - Senior 100-5-61	

24

PAGE:

52.49 56.97 58.33 % YTD BUDGET % OF YEAR COMPLETED: BUDGET BALANCE 0.00 TOTAL ENCUMBERED 4,487.86 67,874.59 YEAR TO DATE ACTUAL 276.94 6,801.95 CURRENT PERIOD $\frac{8,550}{119,150}$ CURRENT BUDGET 100-GENERAL FUND DEPARTMENT - PARTICIPANT RECREATION 100-5-6120-531700 other Supplies TOTAL SUPPLIES & MINOR EQPT DEPARTMENTAL EXPENDITURES

0.00 2,000.00 2,000.00 0.00 0.00 0.00 $\frac{2,000}{2,000}$ CAPITAL OUTLAYS > \$5000 100-5-6120-542300 Furniture & Fixtures TOTAL CAPITAL OUTLAYS > \$5000

49.61

294,009.85

0.00

289,464.15

34,186.68

583,474

TOTAL PARTICIPANT RECREATION

OTHER COSTS (NOC)

DEBT SERVICE

CENED A CIND		AS UF: JA	JANUAKY SISI, ZUIS	7 0	4	
DEPARTMENT - PARK AREAS & GROUNDS				% 05	OF YEAR COMPLETED:	58.33
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
PERSONNEL SERVICES						
100-5-6220-511100 Regular Employees 100-5-6220-511200 Part Time Employees	258,797 8,000	27,886.95 1,021.38	193,858.67 11,420.65	0.00	64,938.33	74.91
100-5-6220-511300 Overtime	15,000	1,206.42	13,265.98	00.0	1,734.02	88.44
100-5-6220-512200 Social Security FICA C 100-5-6220-512300 Medicare	17,037	1,765.97	12,934.52	00.00	4,102.48	75.92
100-5-6220-512400 Retirement Contributio	39,747	00.0	00.00	00.00	39,747.00	00.00
TOTAL PERSONNEL SERVICES	405,297	32,810.38	260,472.54	00.00	144,824.46	64.27
CONTRACTED SERVICES 100-5-6220-522200 Repairs & Maintenance	105.000	14,867,99	85.648.76	0.00	19.351.24	81.57
100-5-6220-523600 Dues & Fees	200	00.0	00.0	00.00	200.00	0.00
100-5-6220-523800 Technical Inspections 100-5-6220-523850 Contract Labor	150,000 6.000	3,637.75	57,672.75	0.00	92,327.25	38.45
TOTAL CONTRACTED SERVICES	261,200	18,705.74	148,678,51	00.0	112,521.49	56.92
SUPPLIES & MINOR EQPT	24	, C 7 0	45 000 26		, ר ר רר	Ċ,
100-5-6220-531220 Natural Gas	4,000	1,093.06	2,231.73	00.00	1,768.27	55.79
100-5-6220-531230 Electricity 100-5-6220-531270 Gasoline/Diesel	16,000 8,000	3,412.21	9,775.08 5,775.48	0.00	6,224.92 2,224.52	61.09 72.19
100-5-6220-531300 operating Lease TOTAL SUPPLIES & MINOR EOPT	8,763	954.55 11.950.76	4,932.50 68.541.05	0.00	3,830.50	56.29
CAPITAL OUTLAYS > \$5000						
100-5-6220-541200 site Improvements TOTAL CAPITAL OUTLAYS > \$5000	80,000	109.00	17,609,11 17,609,11	0.00	62,390.89	22.01 22.01
OTHER COSTS (NOC)						
TOTAL PARK AREAS & GROUNDS	850,260	63,575.88	495,301.21	00.00	354,958.79	58.25

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% YTD BUDGET % OF YEAR COMPLETED: 58.33 BUDGET BALANCE TOTAL ENCUMBERED YEAR TO DATE ACTUAL CURRENT PERIOD CURRENT BUDGET DEPARTMENTAL EXPENDITURES 100-GENERAL FUND DEPARTMENT - INSPECTION SUPPLIES & MINOR EQPT CONTRACTED SERVICES PERSONNEL SERVICES

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% OF YEAR COMPLETED: 58.33 CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019 100-GENERAL FUND DEPARTMENT - PLANNING & ZONING

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BALANCE	% YTD BUDGET
PERSONNEL SERVICES						
CONTRACTED SERVICES 100-5-7400-521200 Professional	75,000	12,940.80	37,175.85	00 0	37,824.15	49.57
100-5-7400-521201 Planning/Zoning Board 100-5-7400-521202 Appeals Board	3,000	225.00	3,300.00	0.00	(300.00)	110.00 92.50
100-5-7400-521300 Technical 100-5-7400-521400 ARCCDAP Grant Expens		3,286.94	6,888.47 6,000.00	0.00	2,111.53 (6,000.00)	76.54
100-5-7400-522100 ARC-LCI Grant Expense 100-5-7400-523300 Advertising		30.00	0.00 275.00	0.00	87,500.00 725.00	0.00 27.50
100-5-7400-523600 Dues & Fees 100-5-7400-523700 Education & Training		0.00	23.90	0.00	226.10	9.56
TOTAL CONTRACTED SERVICES	1	16,482.74	54,588.22	00.00	122,661.78	30.80
SUPPLIES & MINOR EQPT 100-5-7400-531100 Supplies	100	00.00	52.80	00.0	47.20	52.80
TOTAL SUPPLIES & MINOR EQPT	100	00.00	52.80	00:00	47.20	52.80
CAPITAL OUTLAYS > \$5000						
OTHER COSTS (NOC) 100-5-7400-579000 contingencies	2.000	00.00	00.0	0.00	2.000.00	00.00
TOTAL OTHER COSTS (NOC)	2,000	00.0	0.00	00.0	2,000.00	00.0
TOTAL PLANNING & ZONING	179,350	16,482.74	54,641.02	00.00	124,708.98	30.47

CODE ENFORCEMENT

100-GENERAL FUND DEPARTMENT - CODI

CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED)

58.33

% OF YEAR COMPLETED:

28

PAGE:

AS OF: JANUARY 31ST, 2019

0.79 0.00 0.00 3.08 3.08 0.00 2.38 48.35-0.00 0.00 0.00 40.34 0.00 2.25 0.00 32.10-0.00 0.00 63.72 6.27 % YTD BUDGET 75,094.60 1,823.40) 1,500.00 14,615.98 4,728.97 1,105.90 11,500.00 1222.00 107,944.05 51,922.08 8,000.00 3,000.00 680.14 1,000.00 1,955.00 1,000.00 67,557.22 500.00 5,000.00 217.70 5,717.70 BUDGET BALANCE 00000000 00000 ENCUMBERED TOTAL 16,922.08) 0.00 0.00 596.40 1,823.40 0.00 0.00 0.00 382.30 382.30 22.02 150.03 35.10 0.00 0.00 2,626.95 YEAR TO DATE 24,384.32)(0.00 0.00 0.00 0.00 15.71 3.67 0.00 0.00 0.00 86.43 0.00 0.00 0.00 24,297.89) 0.00 0.00 382.30 382.30 CURRENT PERIOD 14,638 4,879 1,141 11,500 1,222 110,571 35,000 8,000 5,000 5,000 6,100 1,000 1,000 1,000 1,000 1,500 51,140 75,691 CURRENT BUDGET 100-5-7450-521200 Professional 100-5-7450-521300 Technical 100-5-7450-522200 Repairs & Maintenance 100-5-7450-523200 Communications 100-5-7450-523500 Travel 100-5-7450-523600 Dues & Fees 100-5-7450-523700 Education & Training TOTAL CONTRACTED SERVICES 100-5-7450-512300 Medicare 100-5-7450-512400 Retirement Contributio 100-5-7450-512700 Worker's Compensation_ 100-5-7450-511200 Part-time Employees 100-5-7450-511300 Overtime 100-5-7450-512100 Group Insurance 100-5-7450-512200 Social Security FICA 100-5-7450-511100 Regular Employees SUPPLIES & MINOR EQPT 100-5-7450-531100 Supplies 100-5-7450-531270 Gasoline/Diesel 100-5-7450-531700 Other Supplies TOTAL SUPPLIES & MINOR EQPT TOTAL PERSONNEL SERVICES EXPENDITURES CAPITAL OUTLAYS > \$5000 CONTRACTED SERVICES PERSONNEL SERVICES OTHER COSTS (NOC.) DEPARTMENTAL

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% OF YEAR COMPLETED: 58.33 PAGE: 29 CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019 100-GENERAL FUND DEPARTMENT - ECONOMIC DEVELOPMENT

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL	BUDGET	% YTD BUDGET
PERCONNEL SERVICES						
100	132,708 6,000	11,223.50	84,864.33	0.00	47,843.67	63.95 139.35
100-5-7520-512100 Group Insurance 100-5-7520-512200 Social Security FICA C	29,276 8.228	157.63	7,242.89	00.00	22,033.11	24.74
100-5-7520-512300 Medicare	1,924	158.05	1,293.48	0.00	630.52	67.23
100-5-7520-512400 Ketirement Contribution 100-5-7520-512700 Worker's Compensation	19,771 2,143	0.00		0.00	19,771.00 2,143.00	0.00
TOTAL PERSONNEL SERVICES	200,050	12,738.90	107,292,60	2000000		53.63
CONTRACTED SERVICES 100-5-7520-521200 Professional	73.500	2.300.00	16.875.00	0.00	56.625.00	22.96
	80,000	1,962.50	27,063.05		936.	33.83
100-5-7520-521430 KaBoom Grant Expense 100-5-7520-522000 Festivals & Events	0 2	0.00	6,721.84	0.00	6,721.84)	0.00
ts	15,000	1,036.65	3,463.20	00.0	536.	23.09
į	5,000	642.81	3,482,30	0.00	1,517.70	69.65
100-5-7520-522200 special Events - Counc 100-5-7520-522200 Repairs & Maintenance	5,000 2,500	360.00	959.4U 455.00	0.00	4,040.60 2.045.00	19.19 18.20
100-5-7520-523300 Advertising	10,000	00.0	9,284.00	00.00	716.00	92.84
100-5-7520-523400 Printing & Binding	2,000	0.00	0.00	0.00	2,000.00	0.00
100-5-7520-523500 rave 100-5-7520-523600 Dues & Fees	1,000 1,300	316.60	7.034.88	00.0	122.42 265.12	8/./6 79.61
100-5-7520-523700 Education & Training	1,700		(255.00)	0.00	1,955.00	15.00-
SERVICES	204,000	7,165.52	71,390.91	00.00	132,609.09	35.00
SUPPLIES & MINOR EQPT	000	C	00 00cm 1	o o	7	7
100-5-7520-531100 Supplies 100-5-7520-531200 Supplies - Christ Chur	3,000	420.62	L,230.20	0.00	1,769.80	41.01
appiles cinist atural Gas	500	0.00	0.00	0.00	500.00	0.00
100-5-7520-531230 Electricity	3,000	1,249.82	2,905.18	00.00	94.82	96.84
100-5-7520-531270 Gasoline/Diesel		0.00	0, (0.00	154.04	38.38
perating Lease ooks & Periodi <i>ra</i>	2,121 100	951.52	1,262.16	0.00	858.84	59.51
100-5-7520-531600 small Equipment<5000	450	0.00	00.00	00.00	450.00	0.00
TOTAL SUPPLIES & MINOR EQPT	10,421	2,621.96	5,493.50	00.00	4,927.50	52.72
CAPITAL OUTLAYS > \$5000	1 1	c c	1	c c	1	(
100-5-720-541200 5lte Improvements-CC&D 1100-5-7520-54300 Furniture & Fixtures 100-5-7520-543400 Communications	, 500	0.00	0.00	000	275.00 500.00 241.00	96.33 0.00
TOTAL CAPITAL OUTLAYS > \$5000	9,500	0.00	7,984.00	0.00	1,516.00	84.04
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LUU-GENEKAL FUND DEPARTMENT – ECONOMIC DEVELOPMENT				% OF YEAR COMPLETED: 58.33	
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL BUDGET % YTD ENCUMBERED BALANCE BUDGET	
OTHER COSTS (NOC)					
100-5-7520-575100 Hapeville Community Im 100-5-7520-579000 Contingencies (non HAT	15,000	0.00	4,248.14 0.00	0.00 10,751.86 28.32 0.00 5.000.00 0.00	_ 6
TOTAL OTHER COSTS (NOČ)	20,000	00.00	4,248.14	15,751.86	
DEBT SERVICE					
OTHER FINANCING USES					

44.24

247,561.85

0.00

196,409.15

22,526.38

443,971

TOTAL ECONOMIC DEVELOPMENT

100-GENERAL FUND DEPARTMENT - MAIN STREET

% YTD BUDGET % OF YEAR COMPLETED: BUDGET BALANCE TOTAL ENCUMBERED YEAR TO DATE ACTUAL CURRENT PERIOD CURRENT BUDGET DEPARTMENTAL EXPENDITURES

PERSONNEL SERVICES						
CONTRACTED SERVICES						
100-5-7550-522000 Festivals	300	00.0	6,500.00	0.00	6,200.00)2	,166.67
100-5-7550-523300 Advertising	200	0.00	00.0	00.00	200.00	0.00
100-5-7550-523400 Printing & Binding	3,000	0.00	00.00	00.00	3,000.00	0.00
100-5-7550-523500 Travel	200	0.00	00.00	00.00	200,000	00.00
100-5-7550-523600 Dues & Fees	200 (250.00)	0.00	00.00	200.00	0.00
100-5-7550-523700 Education & Training	1,500	0.00	000	00.0	1,500.00	0.00
TOTAL CONTRACTED SERVICES	6,300 (250.00)	6,500.00	_) 00.0	200.00) 103.17	103.17
SUPPLIES & MINOR EQPT				X		
100-5-7550-531100 Supplies	200	0.00	0.00	00.0	200.00	0.00
100-5-7550-531700 Other Supplies	200	0.00	0.00	00.00	500.00	00.00
TOTAL SUPPLIES & MINOR EQPT	200	00.00	0.00	00.00	700.00	00.0
CAPTIAL UNITAYS > \$3000 100-5-7550-541200 Site Improvements	38 000	00.0	18 739 10	00.0	19 760 81	10 31
TOTAL CAPITAL OUTLAYS > \$5000	38,000	0.00	18.739.19	0.00	19.260.81	49.31
		})))		1
OTHER COSTS (NOC)						
TOTAL MAIN STREET	45,000 (250.00)	25,239.19	0.00	19,760.81	26.09

CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

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58.33

CITY OF HAPEVILLE JE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

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% OF YEAR COMPLETED: 58.33 100-GENERAL FUND DEPARTMENT - OTHER FINANCING USES

F		0		I 10 II	I &
% YTD BUDGET	0.00		0.00	48.15	5,246.1
BALANCE BALANCE	300,000.00	392,439.00	392,439.00	6,487,590.21	0.00 (2,817,436.49)5,246.18-
TOTAL	0.00	00.0	0.00	0.00	0.00
YEAR TO DATE ACTUAL	0.00	00.0	00.0	6,025,459.79	124,990.32) 2,764,736.49
CURRENT	0.00	00.0	00.00	803,642.27	
CURRENT BUDGET	300,000 92,439	392,439	392,439	12,513,050	52,700)(
DEPARTMENTAL EXPENDITURES	INTERFUND TRANSACTIONS 100-5-9100-590900 Allowance for Commitme 100-5-9100-590901 Fund Balance (Additio <u>n</u>	TOTAL INTERFUND TRANSACTIONS	TOTAL OTHER FINANCING USES	TOTAL EXPENDITURES	REVENUE OVER/(UNDER) EXPENDITURES (

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CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

58.33	% YTD BUDGET	
% OF YEAR COMPLETED: 58.33	BUDGET	
10 %	TOTAL ENCUMBERED	
CTO2 (ICTO LANGARI CTO)	YEAR TO DATE ACTUAL	
	CURRENT PERIOD	
	CURRENT BUDGET	
505-water & Sewer Fund Financial Summary		

	BUDGET	PERIOD	YEAK TO DATE ACTUAL	IOTAL ENCUMBERED	BALANCE	% YID BUDGET
REVENUE SUMMARY						
CHARGES FOR SERVICES	4,770,000	221,781.51	2,750,767.19	00.00	2,019,232.81	57.67
TOTAL REVENUES	4,770,000	221,781.51	2,750,767.19	00.0	2,019,232.81	57.67
EXPENDITURE SUMMARY						
SEWAGE COLLECTION & DISPO SUPPLIES & MINOR EQPT TOTAL SEWAGE COLLECTION & DISPO	400,000	0.00	171,658.37 171,658.37	0.00	228,341.63 228,341.63	42.9 <u>1</u> 42.91
WATER SUPPLY PERSONNEL SERVICES CONTRACTED SERVICES	489,525	35,534.06	275,344.09	00.00	214,180.91	56.25
SUPPLIES & MINOR EQPT CAPITAL OUTLAYS > \$5000 DERT SERVICE	100,400 300,000	4,284.57	52,013.65 0.00 047,123,68	0000	48,386.35	51.81
TOTAL WATER SUPPLY	2,636,084	267,866.26	1,611,744.17	0.00	1,024,339.83	61.14
WATER DISTRIBUTION SUPPLIES & MINOR EQPT CAPITAL OUTLAYS > \$5000 TOTAL WATER DISTRIBUTION	1,500,000 40,000 1,540,000	147,985.34 0.00 147,985.34	998,733.06 0.00 998,733.06	0.00	501,266.94 40,000.00 541,266.94	66.58 0.00 64.85
<u>OTHER FINANCING USES</u> INTERFUND TRANSACTIONS TOTAL OTHER FINANCING USES	193,916 193,916	00.00	0.00	00.00	193,916.00 193,916.00	0.00
TOTAL EXPENDITURES	4,770,000	415,851.60	2,782,135.60	0.00	1,987,864.40	58.33
REVENUE OVER/(UNDER) EXPENDITURES	0 0	194,070.09)(31,368.41)	0.00	31,368.41	00.00

505-WATER & SEWER FUND

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HAPEVILLE	REPORT
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	REVENUE

NAUDITED) JANUARY 31ST, 2019 AS OF:

0.00 0.00 56.66 58.95 62.07 58.33 % YTD BUDGET % OF YEAR COMPLETED: 279.00) 50.00) 1,235,182.77 738,860.64 45,518.40 2,019,232.81 BALANCE 000000 ENCUMBERED TOTAL 279.00 50.00 1,614,817.23 1,061,139.36 74,481.60 2,750,767.19 YEAR TO DATE ACTUAL 102.00 0.00 0.119,724.35 96,859.71 5,095.45 221,781.51 CURRENT PERIOD 2,850,000 1,800,000 120,000 4,770,000 CURRENT BUDGET CHARGES FOR SERVICES 505-0-0000-341191 Return Check Fees 505-0-0000-341900 Water/Sewer Misc 505-0-0000-344210 Water Charges 505-0-0000-344230 Sewage Charges 505-0-0000-344290 Late Fee TOTAL CHARGES FOR SERVICES INVESTMENT INCOME MISC REVENUE REVENUES

2,019,232.81 0.00 2,750,767.19 221,781.51 4,770,000

OTHER FINANCING SOURCES

TOTAL REVENUE

57.67

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CITY OF HAPEVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2019

% OF YEAR COMPLETED: 58.33 505-WATER & SEWER FUND DEPARTMENT - SEWAGE COLLECTION & DISPO

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET %	% YTD BUDGET
PERSONNEL_SERVICES						
CONTRACTED SERVICES						
SUPPLIES & MINOR EQPT 505-5-4330-531210 Water/Sewerage	400,000	0.00	171,658.37	0.00	228,341.63	42.9 <u>1</u>
CAPITAL OUTLAYS > \$5000	000,000	0	7, 1, 030, 3,	00.0	- 1	T6:71
TOTAL SEWAGE COLLECTION & DISPO	400,000	00.0	171,658.37	0.00	228,341.63	42.91

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505-water & Sewer Fund DEPARTMENT - WATER SUPPLY

CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

JOJ-WAIER & SEWER FUND DEPARTMENT - WATER SUPPLY				% 90 %	OF YEAR COMPLETED:	: 58.33
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET	% YTD BUDGET
PERSONNEL SERVICES						
505-5-4420-511100 Regular Employees 505-5-4420-511300 overtime	,	27,204.91 5,597.90	209,229.51 31,811.27	0.00	127,387.49	62.16
505-5-4420-512100 Group Insurance 505-5-4420-512200 Social Security FICA C	58,553 22,110	357.26	16,766.62 14,212.71	00.00	41,786.38 7,897.29	28.63 64.28
505-5-4420-512300 Medicare 505-5-4420-512400 Retirement Contributio			3,323.98	0.00	1,847.02	64.28 0.00
JUS-5-4420-512/UU WOFKEF'S COMPENSATION TOTAL PERSONNEL SERVICES		35,534.06	0.00 275,344.09	0.00	5,435.00 214,180.91	0.00 56.25
CONTRACTED SERVICES 505-5-4420-521200 Professional	100,000	19,448,61	125 142 83	000	75 142 83)	125 14
505-5-4420-522200 Repairs & Maintenance 505-5-4420-523200 Communications	200,000		195,866.43	0000	4,133.57	97.93
505-5-4420-523600 Dues & Fees 505-5-4420-523700 Education & Training	5,000	1,841.25	2,111.25	00.00	2,888.75	42.23
505-5-4420-523750 Bad Debt Expense TOTAL CONTRACTED SERVICES	377,600	0.00 (139,644.67	793, 19) 337, 263, 75	00.00	50,793.19	1.59- 89.32
<u>SUPPLIES & MINOR EQPT</u> 505-5-4420-531100 Supplies	80,000	912.00	36,173,44	0.00	43.826.56	45 22
505-5-4420-531220 Natural Gas 505-5-4420-531230 Electricity	4,800 11,000		2,096.76 7,609.67	0.00	2,703.24	43.68 69.18
505-5-4420-531270 Gasoline/Diesel TOTAL SUPPLIES & MINOR EQPT	4,600		6,133.78	0.00	48,386.35	133.34
CAPITAL OUTLAYS > \$5000 505-5-4420-541400 Infrastructure	300,000	00 0	0.00	0.00	300,000,00	00.0
TOTAL CAPITAL OUTLAYS > \$5000	300,000	0.00	0.00	00'0	300,000.00	00.00
DEPRECIATION & AMORT						
OTHER COSTS (NOC)						
DEBT SERVICE 505-5-4420-582100 Trf to Dev Auth- 2004A	452,179	35,115.08	452,129.48	00.0	49.52	66.66
303-3-4420-582115 Iransfer to General Fu 505-5-4420-582125 Trf to Dev Auth 2007	63,376	,287.	63,375.76	0.00	340,000.00	100.00
JOS-3-4420-303100 IFT tO DEV AUTH ZU14 A TOTAL DEBT SERVICE	1,368,559	88,402.96	947,122.68	0.00	81,386.56 421,436.32	69.21
TOTAL WATER SUPPLY	2,636,084	267,866.26	1,611,744.17	0.00	1,024,339.83	61.14

PAGE:

% OF YEAR COMPLETED: 58.33 CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019 505-WATER & SEWER FUND DEPARTMENT - WATER DISTRIBUTION

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BALANCE BALANCE	% YTD BUDGET
PERSONNEL SERVICES						
CONTRACTED SERVICES						
ses For	Re 1,500,000	147,985.34	998,733.06	0.00	501,266.94	66.58
TOTAL SUPPLIES & MINOR EQPT	1,500,000	147,985.34	998,733.06	00.0	501,266.94	66.58
CAPITAL OUTLAYS > \$5000 505-5-4440-542500 Equipment	40,000	0.00	0.00	00:00	40,000.00	0.00
TOTAL CAPITAL OUTLAYS > \$5000	40,000	00.00	00.0	00.0	40,000.00	00.0
DEPRECIATION & AMORT						
DEBT SERVICE						
TOTAL WATER DISTRIBUTION	1,540,000	147,985.34	998,733.06	00.00	541,266.94	64.85

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CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

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PAGE:

% OF YEAR COMPLETED: 58.33 505-WATER & SEWER FUND DEPARTMENT - OTHER FINANCING USES

BUDGET % YTD BALANCE BUDGET	193,916.00 0.00 193,916.00 0.00	193,916.00 0.00	1,987,864.40 58.33	31,368.41 0.00
TOTAL ENCUMBERED B	00.00	0.00	0.00 1,9	0.00
YEAR TO DATE ACTUAL	0.00	00.0	2,782,135,60	31,368.41)
CURRENT PERIOD	0.00	0.00	415,851.60	0 (194,070.09)(
CURRENT BUDGET	193,916 193,916	193,916	4,770,000	0
DEPARTMENTAL EXPENDITURES	INTERFUND TRANSACTIONS 505-5-9100-590505 Net Reserves TOTAL INTERFUND TRANSACTIONS	TOTAL OTHER FINANCING USES	TOTAL EXPENDITURES	REVENUE OVER/(UNDER) EXPENDITURES



506-STORMWATER FUND FINANCIAL SUMMARY

CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

FINANCIAL SUMMARY				% OF Y	% OF YEAR COMPLETED:	58.33	
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL	BUDGET	% YTD BUDGET	
REVENUE SUMMARY							
CHARGES FOR SERVICES	180,000	1,071.88	37,908.81	00.00	142,091.19	21.06	
TOTAL REVENUES	180,000	1,071.88	37,908.81	00*0	142,091.19	21.06	
EXPENDITURE_SUMMARY							
CTODMINATED					>		
PERSONNEL SERVICES	103,866	0.00	00.00	00.00	103,866.00	0.00	
CONTRACTED SERVICES	64,134	3,910.20	3,910.20	00.00	60,223.80	6.10	
CAPITAL OUTLAYS > \$5000	12,000	0.00	0.00	00.00	12,000.00	0.00	
TOTAL STORMWATER	180,000	3,910.20	3,910.20	00.00	176,089.80	2.17	
TOTAL EXPENDITURES	180,000	3,910.20	3,910.20	00.00	176,089.80	2.17	
REVENUE OVER/(UNDER) EXPENDITURES) 0	2,838.32)	33,998.61	0.00	33,998.61)	00.00	

506-STORMWATER FUND

CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

58.33 % OF YEAR COMPLETED:

 $\frac{21.06}{21.06}$ % YTD BUDGET 21.06 142,091.19 142,091.19 **142,091.19** BUDGET BALANCE 0.00 0.00 TOTAL ENCUMBERED 37,908.81 37,908.81 37,908.81 YEAR TO DATE ACTUAL $\frac{1,071.88}{1,071.88}$ 1,071.88 CURRENT PERIOD 180,000 180,000 180,000 CURRENT BUDGET CHARGES FOR SERVICES 506-0-0000-344210 Stormwater Charges TOTAL CHARGES FOR SERVICES OTHER FINANCING SOURCES INVESTMENT INCOME CONTRIBUTIONS TOTAL REVENUE MISC REVENUE REVENUES

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506-STORMWATER FUND DEPARTMENT - STORMWATER

CITY OF HAPEVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2019

% OF YEAR COMPLETED: 58.33

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CURRENT BUDGET
71,864
4,456
10,706
103,866
30,000
30,000
64,134
12 000
12,000
180,000
180,000
) 0

DRAFT – FOR DISCUSSION

STATE OF GEORGIA CITY OF HAPEVILLE

ORDINANCE NO.	

AN ORDINANCE TO AMEND CHAPTER 54 ("NUISANCES"), ARTICLE 2 ("UNFIT DWELLINGS OR STRUCTURES"), SECTION 54-2-3 ("DETERMINATION BY PUBLIC OFFICER THAT UNDER EXISTING ORDINANCES, DWELLINGS, BUILDINGS, OR STRUCTURES ARE VACANT AND SAMPLE CONDITIONS OF NUISANCES") OF THE CODE OF ORDINANCES, CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the mayor and council shall have full power and authority to provide for the execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers, agencies, or employees granted by the City of Hapeville's Charter or by state law; and,

WHEREAS, the municipal government of the City of Hapeville (hereinafter "City") and all powers of the City shall be vested in the mayor and council. The mayor and council shall be the legislative body of the City; and,

WHEREAS, existing ordinances, resolutions, rules and regulations of the City and its agencies now lawfully in effect not inconsistent with the provisions of the City's charter shall remain effective until they have been repealed, modified or amended; and,

WHEREAS, amendments to any of the provisions of the City's Code may be made by amending such provisions by specific reference to the section number of the City's Code; and,

WHEREAS, every official act of the mayor and council which is to become law shall be by ordinance; and,

WHEREAS, the governing authority of the City finds it desirable to amend and update the ordinance regarding vacant dwellings, buildings or structures and establish fees regarding the same.

BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA THAT:

Section One. Section 54-2-3 (Determination by public officer that under existing ordinances dwellings, buildings, or structures are vacant and sample conditions of nuisances) in Chapter 54 (Nuisances), Article 2 (Unfit Dwellings or Structures) of the City Code of Ordinances is hereby amended by striking the section in its entirety and inserting in lieu thereof the following language:

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DRAFT – FOR DISCUSSION

- (a) *Determination of Nuisance*. The public officer may determine, under existing ordinances, that a dwelling, building, or structure is unfit for human habitation or is unfit for its current commercial, industrial, or business use if he/she finds that conditions exist in such building, dwelling, or structure which are dangerous or injurious to the health, safety, or morals of the occupants of such dwelling, building, or structure; of the occupants of neighborhood dwellings, buildings, or structures; or of other residents of the city. Such conditions include the following (without limiting the generality of the foregoing):
 - (1) Defects therein increasing the hazards of fire, accidents or other calamities;
 - (2) Lack of adequate ventilation, light, or sanitary facilities;
 - (3) Dilapidation;
 - (4) Disrepair;
 - (5) Structural defects;
 - (6) Uncleanliness; and
- (7) Other additional standards which may from time to time by adopted and referenced herein by ordinance amendment.
- (b) Determination and Notice. The public officer may determine, under existing ordinances, that a dwelling, building, or structure is vacant, dilapidated, or being used in connection with the commission of drug crimes based upon personal observation or report of a law enforcement agency and evidence of drug crimes being committed. If the public officer determines that the dwelling, building, or structure is vacant, dilapidated, or being used in connection with the commission of drug crimes, than the public officer must send a notice via certified mail to the owner of record of the dwelling, building, or structure. Said notice shall (1) enumerate the condition that the public officer determined the dwelling, building or structure to constitute a nuisance; (2) enumerate the actions which such person should take in order to abate the nuisance; and (3) the fines incurred if such nuisances is not abated.
- (c) *Fines*. The record owner of the dwelling, building, or structure shall have forty-five (45) days from the date of the notice to abate the nuisance. If the record owner fails to do so, then the public officer shall send citation via certified mail to the record owner. The fine shall be \$_____.

<u>Section Two.</u> <u>Codification and Certify.</u> This Ordinance adopted hereby shall be codified and certified in a manner consistent with the laws of the State of Georgia and the City.

Section Three. Severability.

- (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.
- (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this

{Doc: 02180632.DOCX}

DRAFT – FOR DISCUSSION

Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

<u>Section Four.</u> <u>Repeal of Conflicting Ordinances.</u> All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

<u>Section Five.</u> <u>Effective Date.</u> The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this day of	, 2019.
	CITY OF HAPEVILLE, GEORGIA
	Alan Hallman, Mayor
ATTEST:	
Crystal Griggs-Epps, City Clerk	
APPROVED BY:	
City Attorney	

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