



August Monthly Reports
September 2019

AGENDA WORK SESSION

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THURSDAY, SEPTEMBER 5 @ 5:30 PM

Public Hearing: Request to Annex 2284 GA Highway 18

MEETING CALLED TO ORDER

AGENDA REVIEWED IN ITS ENTIRELY BEFORE DISCUSSION

PUBLIC COMMENT ON ANY ISSUE (5 MINUTE LIMIT)

- Dr. Justin Finney, Harris County School Assistant Superintendent
- Mrs. Patsy Cloninger, Request to Address the Council/Noise Ordinance

NEW BUSINESS

- Budget Calendar Review
- Annexation 2284 GA Highway 18
- Revolving Loan Fund Application
- Agreement Regarding Hotel Motel Tax
- City 2019 Millage rate
- Garbage Collection
- Sale of City Property
- Depot Rental Rate
- Charter

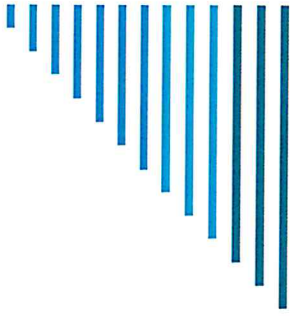
CONSIDER ITEMS FOR BUSINESS MEETING (Create Business Meeting Agenda)

MAYOR & COUNCIL COMMENTS

ADJOURNED

Next Meeting:

Council Meeting - Monday, September 9 @ 5:30 PM



MINUTES



Special Called meeting of the Mayor and Council was held in the Council room of West Point City Hall June 17, 2019 at 5:30 P.M. with Mayor Steven M. Tramell presiding.

Members Present:

Mayor Pro-Tem Joseph R. Downs III
Councilmember Alanteo "Henry" Hutchinson
Councilmember Gloria R. Marshall
Councilmember Gerald W. Ledbetter
Councilmember Sandra Thornton
Councilmember Deedee Williams

Members Absent:

Special Call Meeting

Mayor Steve Tramell called the meeting to order and asked for a motion to approve the agenda. Councilmember Gloria R. Marshall made said motion; seconded by Councilmember Sandra Thornton; **passed unanimously.**

Mayor Tramell stated the purpose of the meeting was to consider the request made by the West Point Development Authority for \$80,000 from the Forward Fund to be used toward the purchase of the delapidated property on 9th Street.

Councilmember Gloria R. Marshall made a motion to approve the request made by the West Point Development Authority to provide \$80,000 from the Forward Fund to be used toward the purchase of the property located on 9th Street. The motion was seconded by Councilmember Gerald W. Ledbetter; during the discussion, Councilmember Deedee Williams asked what the vision for the property was and why attention wasn't on the property when the other disburses were made. City Manager Ed Moon stated the purpose was to develop the 10th Street corridor. Mayor Tramell stated the Development Authority has been trying to get possession of the property for several years. Councilmember Sandra Thornton asked if the Development Authority had the funds to purchase the property without the Forward Fund. City Manager Ed Moon stated based on the financial statement they did. The question was asked why the Development Authority was making the request from the City if they had the funds. Councilmember Henry Hutchinson stated he still had concerns about the funds being depleted and the use. Mayor Tramell stated he did not want someone to purchase the property and bring them up to the minimum requirements by law and have our residents living in those conditions. After the lengthy discussion, Mayor Tramell called for a vote. **The motion failed on a 2 to 4 vote. Mayor Steve Tramell and Councilmember Gerald W. Ledbetter voted**

YES. Councilmember's Henry Hutchinson, Gloria R. Marshall, Sandra Thornton and Deedee Williams voted NO. Councilmember Joseph R. Downs III abstained.

Other

ADJOURN

Mayor Steve M. Tramell asked for a motion to adjourn. Councilmember Sandra Thornton made said motion, seconded by Councilmember Joseph R. Downs III; **passed unanimously.**

There being no further business, the meeting was adjourned.

Richard McCoy
City Clerk

Steven M. Tramell
Mayor Pro-Tem



The regular meeting of the Mayor and Council was held in the Council room of West Point City Hall August 12, 2019 at 5:30 P.M. with Mayor Steven M. Tramell presiding.

Members Present:

Mayor Pro-Tempore Joseph R. Downs III
Councilmember Gerald W. Ledbetter
Councilmember Henry Hutchinson
Councilmember Gloria R. Marshall
Councilmember Sandra Thornton
Councilmember Deedee Williams

Members Absent:

Mayor Tramell called Rev. Leonard Autry, Pilgrim Baptist Church, Lanett AL for opening prayer.

Rev. Leonard Autry lead the Pledge of allegiance.

Mayor Tramell called the meeting of the Council to order and welcomed everyone.

MINUTES

Mayor Tramell asked for a motion to approve the minutes from the June 10, 2019 regular meeting and the June 17, 2019 Special Called Meeting. Councilmember Gerald W. Ledbetter made said motion; seconded by Councilmember Gloria R. Marshall. During the discussion Councilmember Deedee Williams stated she had just received the June 17, 2019 Special Called Meeting minutes and there was information left out of the minutes that she thought was relevant to the discussion about the West Point Development authority request of the \$80,000 toward the purchase of the delapidated property on 9th Street, such as the appraisal cost. City Clerk Richard McCoy stated the minutes are not taken verbatim. The minutes reflects members present, actions taken, and the vote. Councilmember Gerald W. Ledbetter amended his motion to only approve the minutes from the June 10, 2019 regular meeting. The motion was seconded by Joseph R. Downs III; the June 10, 2019 minutes were **approved unanimously without change.**

FINANCIAL REPORT

Councilmember Joseph R. Downs III presented the July financial report with the August cash position and forecast and made a motion to accept the report; motion seconded by Councilmember Henry Hutchinson and **passed unanimously**.

AGENDA

Mayor Tramell asked for a motion to approve the agenda. Councilmember Gerald W. Ledbetter made said motion and seconded by Councilmember Joseph R. Downs III and **passed unanimously**.

- **MOBIS MEMORANDUM OF UNDERSTANDING**

Councilmember Sandra Thornton made a motion to approve Memorandum of Understanding with Mobis. West Point Development Authority has approved the Mobis Memorandum. The memorandum will abate 50% of the taxes for seven years for Mobis 40 million dollars expansion and create 80 jobs. The eighth year and thereafter the taxes will be 100%. The Board of Assessors is in agreement and acknowledge that this agreement is consistent with applicable requirements. Councilmember Gloria R. Marshall seconded the motion; **passed on a 5-0 vote. Councilmember Henry Hutchinson abstained citing conflict of interest.** Councilmember Hutchinson is employed with Mobis.

- **DEBT COLLECTION SERVICES AGREEMENT**

Mayor Tramell asked for a motion to enter into an agreement with DPS Recovery LLC. DPS Recovery is engaged in the business of government debt collections. Councilmember Gerald W. Ledbetter made said motion. The motion was seconded by Councilmember Gloria R. Marshall. During the discussion Councilmember Sandra Thornton asked how much uncollected debt the City had outstanding. City Manager Ed Moon stated for utilities about 1% for a total approximately \$129,086. Councilmember Deedee Williams asked if the City would have to pay 30% in some cases if DPS does not collect the additional 30%. City Manager Ed Moon stated DPS would receive 30% of what they collect. **The motion passed unanimously**

- **POLE ATTACHMENT LICENSE AGREEMENT**

Councilmember Deedee Williams made a motion to approve a state-wide wireless agreement with Cingular and Verizon for the location of wireless communications equipment. The agreement will be for an initial 10-year term with a 5-year auto renewal, the annual rental fee will be \$16.50 per foot and fees will adjust in the future to reflect trending utility construction cost. The city will collect a \$50.00 per pole application fee with a 60-day review period. The motion was seconded by Councilmember Sandra Thornton; **passed unanimously**.

OTHER

Councilmember Sandra Thornton announced the 2019 Lanett City Film Fest will be held on August 16th and 17th. She asked everyone to attend. She also stated Mayor Kyle McCoy of the City of Lanett, had tickets for any Councilmember who wishes to attend.

Mayor Tramell recognized Boy Scout Jacob Robinson. Jacob is with Troop 9003. He is working on his merit badge.

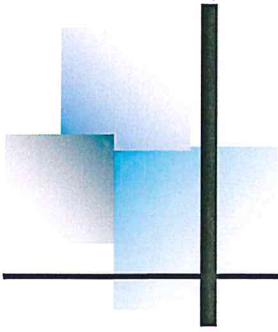
ADJOURN

Mayor Tramell asked for a motion to adjourn. Councilmember Gloria R. Marshall made said motion and seconded by Councilmember Sandra Thornton; **passed unanimously**.

There being no further business, the meeting was adjourned.

Richard McCoy
City Clerk

Steven M. Tramell
Mayor



FINANCIAL REPORT





City of West Point

My Budget Report

Account Summary

For Fiscal: 2019 Period Ending: 08/31/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - GENERAL FUND							
Revenue							
<u>100-311101</u>	CITY TAXES	1,944,152.00	1,944,152.00	0.00	0.00	-1,944,152.00	100.00 %
<u>100-311102</u>	ADVALOREM TAXES	22,000.00	22,000.00	144.76	11,551.50	-10,448.50	47.49 %
<u>100-311103</u>	TITLE TAX NB 386	110,000.00	110,000.00	5,794.76	97,173.29	-12,826.71	11.66 %
<u>100-311341</u>	INTANGIBLE TAXES	5,000.00	5,000.00	328.83	5,920.57	920.57	118.41 %
<u>100-311711</u>	GEORGIA POWER	475,000.00	475,000.00	0.00	425,871.09	-49,128.91	10.34 %
<u>100-311712</u>	DIVERSE EMC	70,000.00	70,000.00	0.00	65,378.62	-4,621.38	6.60 %
<u>100-311731</u>	LAGRANGE GAS	75,000.00	75,000.00	2,520.67	52,024.60	-22,975.40	30.63 %
<u>100-311751</u>	CHARTER COMMUNICATION	50,000.00	50,000.00	0.00	79,283.38	29,283.38	158.57 %
<u>100-311761</u>	KNOLOGY TELEPHONE	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
<u>100-311762</u>	WOW INTERNET CABLE &PHONE	40,000.00	40,000.00	0.00	84,604.39	44,604.39	211.51 %
<u>100-311901</u>	UNKNOWN	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-313901</u>	SALES TAX REVENUE-HARRIS	140,000.00	140,000.00	15,938.65	106,548.52	-33,451.48	23.89 %
<u>100-313902</u>	SALES TAX REVENUE-TROUP	570,000.00	570,000.00	56,684.81	415,805.00	-154,195.00	27.05 %
<u>100-313904</u>	ENERGY EXCISE TX DIVERSE	6,000.00	6,000.00	0.00	2,604.40	-3,395.60	56.59 %
<u>100-313905</u>	ENERGY EXCISE TX TROUP CO	65,000.00	65,000.00	3,892.42	60,602.94	-4,397.06	6.76 %
<u>100-313906</u>	ENERGY EXCISE TX BARRI CO	9,000.00	9,000.00	1,353.10	6,886.24	-2,113.76	23.49 %
<u>100-314201</u>	LIQUOR & WINE TAX	80,000.00	80,000.00	4,835.23	46,233.97	-33,766.03	42.21 %
<u>100-314202</u>	MALT BEV TAX & MB MMDA	240,000.00	240,000.00	15,943.79	120,325.54	-119,674.46	49.86 %
<u>100-316201</u>	INSURANCE PREMIUM TAX	185,000.00	185,000.00	0.00	0.00	-185,000.00	100.00 %
<u>100-319901</u>	INTEREST ON TAXES	3,000.00	3,000.00	42.25	1,343.99	-1,656.01	55.20 %
<u>100-319902</u>	PENALTIES-LATE-PAYMENTS	0.00	0.00	1,415.02	26,309.82	26,309.82	0.00 %
<u>100-321901</u>	LICENSES	130,000.00	130,000.00	160.00	112,072.50	-17,927.50	13.79 %
<u>100-322210</u>	ZONING & ANNEXATIONS	1,000.00	1,000.00	710.00	710.00	-290.00	29.00 %
<u>100-322215</u>	LAND-DISTURBING PERMITS	1,500.00	1,500.00	0.00	300.00	-1,200.00	80.00 %
<u>100-323185</u>	BUILDING PERMITS	25,000.00	25,000.00	835.50	6,876.31	-18,123.69	72.49 %
<u>100-323190</u>	LAND DEV PLAN REVIEWS	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
<u>100-331001</u>	HOTEL/MOTEL TAX REVENUE	7,000.00	7,000.00	2,484.19	5,000.25	-1,999.75	28.57 %
<u>100-331211</u>	MISC GRANT INCOME	50,000.00	50,000.00	0.00	15,000.00	-35,000.00	70.00 %
<u>100-341901</u>	ADMIN FEE CREDIT CARDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-342601</u>	AMBULANCE CALLS	140,000.00	140,000.00	7,907.51	71,314.70	-68,685.30	49.06 %
<u>100-342901</u>	MISC INCOME (POLICE)	7,000.00	7,000.00	292.00	7,285.00	285.00	104.07 %
<u>100-342902</u>	MISC INCOME (FIRE)	40,000.00	40,000.00	1,752.00	36,117.56	-3,882.44	9.71 %
<u>100-342905</u>	SPECIAL FACILITY OFFICE SPACE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-343901</u>	STREET MISC INCOME	50,000.00	50,000.00	0.00	65,975.31	15,975.31	131.95 %
<u>100-343902</u>	UNKNOWN	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-346901</u>	ECONOMIC DEV. WPDA	45,538.00	45,538.00	0.00	0.00	-45,538.00	100.00 %
<u>100-346902</u>	ECONOMIC DEV. DWPDA	5,692.00	5,692.00	0.00	5,000.00	-692.00	12.16 %
<u>100-347200</u>	DEPOT ACTIVITY FEES	0.00	0.00	0.00	3.00	3.00	0.00 %
<u>100-349102</u>	SALE OF LOTS	4,000.00	4,000.00	0.00	3,000.00	-1,000.00	25.00 %
<u>100-349305</u>	EMT-A COURSE REVENUE	160,000.00	160,000.00	6,525.00	50,025.00	-109,975.00	68.73 %
<u>100-349310</u>	PRE TRIAL DIVERSION	0.00	0.00	0.00	670.00	670.00	0.00 %
<u>100-351001</u>	FINES & FORFEITURES-POL	210,000.00	210,000.00	8,279.16	83,903.17	-126,096.83	60.05 %
<u>100-351003</u>	POLICE-TECH FUND	12,000.00	12,000.00	552.00	6,486.00	-5,514.00	45.95 %
<u>100-351004</u>	COUNTY JAIL FUND	0.00	0.00	938.99	12,397.36	12,397.36	0.00 %
<u>100-351005</u>	(DATE)DRUG ABUSE TREAT ED	0.00	0.00	0.00	286.20	286.20	0.00 %
<u>100-351170</u>	COURT-MUNICIPAL	0.00	0.00	520.00	6,972.00	6,972.00	0.00 %
<u>100-351301</u>	CONFISCATIONS (POLICE)	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %
<u>100-361001</u>	INC FROM INV GEN GOVMWT	1,000.00	1,000.00	0.51	490.95	-509.05	50.91 %
<u>100-371000</u>	CONTRIBUTIONS & DONATIONS FR	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-371002</u>	YOUTH SERVICES	0.00	0.00	0.00	0.00	0.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>100-381001</u>	DEPOT RENTAL	20,000.00	20,000.00	2,525.00	11,615.00	-8,385.00	41.93 %
<u>100-381004</u>	VIRGINIA COOK BLDG RENTAL	4,000.00	4,000.00	750.00	3,400.00	-600.00	15.00 %
<u>100-389001</u>	MISCELLANEOUS INCOME	75,000.00	75,000.00	17,489.40	44,126.29	-30,873.71	41.16 %
<u>100-389002</u>	WORKERS COMPENSATION INC	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-389003</u>	SALES TAX COMMISSIONS	2,500.00	2,500.00	258.23	1,747.60	-752.40	30.10 %
<u>100-389005</u>	SALE OF SURPLUS PROPERTY	10,000.00	10,000.00	5,785.00	8,581.00	-1,419.00	14.19 %
<u>100-389006</u>	INTEREST REVOLVING LOAN	6,000.00	6,000.00	547.75	4,482.05	-1,517.95	25.30 %
<u>100-389012</u>	GYM RENTAL	53,121.00	53,121.00	0.00	53,998.04	877.04	101.65 %
<u>100-391200</u>	OP TRANSFERS IN-FUND	1,200,000.00	1,200,000.00	0.00	0.00	-1,200,000.00	100.00 %
<u>100-392201</u>	SALE OF REAL PROPERTY	3,000.00	3,000.00	0.00	3,303.96	303.96	110.13 %
<u>100-393501</u>	GMA CAP LEASE PROCEEDS	60,000.00	60,000.00	0.00	57,600.00	-2,400.00	4.00 %
<u>100-393503</u>	REVOLVING LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00 %
	Revenue Total:	6,438,503.00	6,438,503.00	167,206.53	2,287,207.11	-4,151,295.89	64.48 %
Expense							
<u>100-10000-511101</u>	SALARIES & WAGES	275,000.00	275,000.00	39,949.70	238,181.19	36,818.81	13.39 %
<u>100-10000-512101</u>	HEALTH INSURANCE	61,000.00	61,000.00	12,790.98	19,853.50	41,146.50	67.45 %
<u>100-10000-512102</u>	LIFE INSURANCE	5,800.00	5,800.00	210.15	1,396.39	4,403.61	75.92 %
<u>100-10000-512104</u>	DENTAL INSURANCE	0.00	0.00	254.73	1,528.38	-1,528.38	0.00 %
<u>100-10000-512105</u>	RETIREMENT INSURANCE	56,000.00	56,000.00	-4,249.59	22,300.59	33,699.41	60.18 %
<u>100-10000-512106</u>	VISION INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-512201</u>	SOCIAL SECURITY TAX	20,000.00	20,000.00	2,828.86	17,148.70	2,851.30	14.26 %
<u>100-10000-521201</u>	PROFESSIONAL SERVICES	140,000.00	140,000.00	3,697.53	141,986.44	-1,986.44	-1.42 %
<u>100-10000-521202</u>	LEGAL AND AUDITING	50,000.00	50,000.00	166.50	48,942.03	1,057.97	2.12 %
<u>100-10000-522141</u>	LAWN/GROUNDS MAINTENANCE	40,000.00	40,000.00	3,432.00	36,031.00	3,969.00	9.92 %
<u>100-10000-522201</u>	REPAIRS AND MAINT EQPT	9,000.00	9,000.00	593.12	13,551.05	-4,551.05	-50.57 %
<u>100-10000-522202</u>	REPAIRS AND MAINT RADIO	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-522203</u>	REPAIRS AND MAINT BLDG	12,000.00	12,000.00	1,209.00	6,772.26	5,227.74	43.56 %
<u>100-10000-522204</u>	RESURFACE & REPAIRS, STREETS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-522311</u>	CAPITAL LEASE PAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-523101</u>	INSURANCE-W/C & LIABILITY	38,000.00	38,000.00	0.00	33,736.78	4,263.22	11.22 %
<u>100-10000-523201</u>	TELEPHONE	17,000.00	17,000.00	1,012.53	10,096.60	6,903.40	40.61 %
<u>100-10000-523301</u>	LEGAL ADVERTISEMENTS/OT	8,000.00	8,000.00	35.00	1,219.08	6,780.92	84.76 %
<u>100-10000-523304</u>	TRAINING/EDUCATION	36,000.00	36,000.00	2,109.49	40,754.06	-4,754.06	-13.21 %
<u>100-10000-523901</u>	JAIL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-523904</u>	RECRUITMENT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-523905</u>	MISCELLANEOUS	9,000.00	9,000.00	22.95	176,223.66	-167,223.66	-1,858.04 %
<u>100-10000-523907</u>	DONATIONS, HEALTH, WELFR	8,000.00	8,000.00	350.00	2,450.00	5,550.00	69.38 %
<u>100-10000-523910</u>	CASH OVER-SHORT	1,500.00	1,500.00	301.53	2,021.04	-521.04	-34.74 %
<u>100-10000-523912</u>	PROPERTY TAX EXPENSE	3,000.00	3,000.00	0.00	151.00	2,849.00	94.97 %
<u>100-10000-523913</u>	ELECTION EXPENSE	0.00	0.00	130.59	130.59	-130.59	0.00 %
<u>100-10000-523914</u>	ECONOMIC DEVELOPMENT EXP	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-523918</u>	HISTORIC COMMISSION EXP	1,000.00	1,000.00	0.00	1,104.70	-104.70	-10.47 %
<u>100-10000-523920</u>	HAWKES LIBRARY EXPENSE	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<u>100-10000-523921</u>	BRADSHAW LIBRARY EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-523922</u>	INMATE WORK DETAIL	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-523925</u>	RECREATION	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-523929</u>	E-VERIFY + E-SAVE	300.00	300.00	0.00	0.00	300.00	100.00 %
<u>100-10000-523929</u>	BETTER HOMETOWN PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-523931</u>	LIBRARY SERVICES	42,000.00	42,000.00	3,333.33	26,666.64	15,333.36	36.51 %
<u>100-10000-523932</u>	WELLNESS TEAM	3,000.00	3,000.00	42.57	977.19	2,022.81	67.43 %
<u>100-10000-523940</u>	EMT-A COURT TRAINING	0.00	0.00	0.00	5,057.27	-5,057.27	0.00 %
<u>100-10000-523941</u>	2013 CHIP PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-523942</u>	2014 CHIP PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-523943</u>	EXCISE TAX ON ENERGY	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-531101</u>	TIRES & TUBES	500.00	500.00	0.00	58.98	441.02	88.20 %
<u>100-10000-531102</u>	MATERIALS AND SUPPLIES	40,000.00	40,000.00	1,116.63	13,056.54	26,943.46	67.36 %
<u>100-10000-531103</u>	POSTAGE	3,000.00	3,000.00	68.21	772.07	2,227.93	74.26 %
<u>100-10000-531250</u>	ENERGY OIL	0.00	0.00	0.00	0.00	0.00	0.00 %

My Budget Report

For Fiscal: 2019 Period Ending: 08/31/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>100-10000-531270</u>	ENERGY-GASOLINE/DIESEL	10,000.00	10,000.00	2,166.96	10,177.77	-177.77	-1.78 %
<u>100-10000-531275</u>	ENERGY-UTILITIES	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
<u>100-10000-531701</u>	UNIFORMS	1,000.00	1,000.00	0.00	139.99	860.01	86.00 %
<u>100-10000-531702</u>	RIVER PARK	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-541201</u>	RIVERWALK PROJECT	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-541202</u>	RENOVATE VIRGINIA COOK BLD	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-541203</u>	VIRGINIA COOK LAND	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-541402</u>	RECYCLING PROJECT	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-10000-542301</u>	OFFICE FRNITRE, FIX, ETC	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<u>100-10000-542501</u>	EQUIPMENT	16,500.00	16,500.00	2,759.85	7,826.92	8,673.08	52.56 %
<u>100-32000-511101</u>	SALARIES & WAGES	949,413.00	949,413.00	124,522.66	740,481.07	208,931.93	22.01 %
<u>100-32000-512101</u>	HEALTH INSURANCE	75,000.00	75,000.00	27,543.30	102,530.16	-27,530.16	-36.71 %
<u>100-32000-512102</u>	LIFE INSURANCE	8,000.00	8,000.00	575.99	4,206.84	3,793.16	47.41 %
<u>100-32000-512104</u>	DENTAL INSURANCE	0.00	0.00	680.34	4,094.68	-4,094.68	0.00 %
<u>100-32000-512105</u>	RETIREMENT INSURANCE	72,000.00	72,000.00	11,770.00	74,996.00	-2,996.00	-4.16 %
<u>100-32000-512106</u>	VISION INSURANCE	0.00	0.00	0.00	-0.95	0.95	0.00 %
<u>100-32000-512201</u>	SOCIAL SECURITY TAX	68,000.00	68,000.00	9,138.90	54,585.37	13,414.63	19.73 %
<u>100-32000-512201</u>	PROFESSIONAL SERVICES	23,000.00	23,000.00	13,883.03	35,674.20	-12,674.20	-55.11 %
<u>100-32000-521202</u>	LEGAL AND AUDITING	3,000.00	3,000.00	0.00	2,704.50	295.50	9.85 %
<u>100-32000-522201</u>	REPAIRS AND MAINT EQPT	40,000.00	40,000.00	2,748.62	47,579.93	-7,579.93	-18.95 %
<u>100-32000-522202</u>	REPAIRS AND MAINT RADIO	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
<u>100-32000-522203</u>	REPAIRS AND MAINT BLDG	7,000.00	7,000.00	785.00	3,936.93	3,063.07	43.76 %
<u>100-32000-522301</u>	CAPITAL LEASE PAYMENTS	30,000.00	30,000.00	0.00	13,969.06	16,030.94	53.44 %
<u>100-32000-523101</u>	INSURANCE-W/C & LIABILITY	40,000.00	40,000.00	0.00	31,131.51	8,868.49	22.17 %
<u>100-32000-523201</u>	TELEPHONE	35,000.00	35,000.00	1,929.60	17,421.40	17,578.60	50.22 %
<u>100-32000-523301</u>	LEGAL ADVERTISEMENTS/OT	1,000.00	1,000.00	0.00	250.00	750.00	75.00 %
<u>100-32000-523701</u>	TRAINING/EDUCATION	24,000.00	24,000.00	754.19	9,394.30	14,605.70	60.86 %
<u>100-32000-523901</u>	JAIL EXPENSE	100.00	100.00	2,035.28	21,070.29	-20,970.29	-10,970.29 %
<u>100-32000-523902</u>	DOG CONTROL EXPENSE	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<u>100-32000-523903</u>	TRAFFIC CONTROL EXPENSE	1,500.00	1,500.00	0.00	11,991.38	-10,491.38	-699.43 %
<u>100-32000-523904</u>	RECRUITMENT EXPENSE	8,000.00	8,000.00	85.00	3,644.88	4,355.12	54.44 %
<u>100-32000-523905</u>	MISCELLANEOUS	1,000.00	1,000.00	2,442.50	4,446.22	-3,446.22	-344.62 %
<u>100-32000-523907</u>	DONATIONS, HEALTH, WELFR	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-32000-523922</u>	INMATE WORK DETAIL	0.00	0.00	0.00	47,473.00	-47,473.00	0.00 %
<u>100-32000-523932</u>	CLEANING	7,200.00	7,200.00	600.00	4,800.00	2,400.00	33.33 %
<u>100-32000-523940</u>	EMT-A COURSE TRAINING EXP	800.00	800.00	0.00	0.00	800.00	100.00 %
<u>100-32000-531101</u>	TIRES & TUBES	7,000.00	7,000.00	55.00	3,290.29	3,709.71	53.00 %
<u>100-32000-531102</u>	MATERIALS AND SUPPLIES	25,000.00	25,000.00	1,845.21	13,841.84	11,158.16	44.63 %
<u>100-32000-531103</u>	POSTAGE	2,000.00	2,000.00	0.00	279.23	1,720.77	86.04 %
<u>100-32000-531250</u>	ENERGY-OIL	300.00	300.00	0.00	0.00	300.00	100.00 %
<u>100-32000-531270</u>	ENERGY-GASOLINE/DIESEL	46,000.00	46,000.00	5,303.25	36,238.76	9,761.24	21.22 %
<u>100-32000-531275</u>	ENERGY-UTILITIES	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
<u>100-32000-531301</u>	FEEDING PRISONERS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-32000-531302</u>	INMATE HOUSING	0.00	0.00	0.00	7,264.08	-7,264.08	0.00 %
<u>100-32000-531701</u>	UNIFORMS	28,000.00	28,000.00	5,202.69	19,781.31	8,218.69	29.35 %
<u>100-32000-542201</u>	AUTO	60,000.00	60,000.00	0.00	55,692.00	4,308.00	7.18 %
<u>100-32000-542501</u>	EQUIPMENT	40,000.00	40,000.00	259.85	43,608.83	-3,608.83	-9.02 %
<u>100-32000-542502</u>	EQUIP PD FM SEIZURE PROC	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<u>100-32000-581200</u>	PRINCIPAL - CAPITAL LEASE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-32000-581300</u>	PRINCIPAL - OTHER DEBT	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-32000-582200</u>	INTEREST-CAPITAL LEASE	0.00	0.00	0.00	690.32	-690.32	0.00 %
<u>100-32000-582301</u>	INTEREST - CAPITAL LEASE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-35000-511101</u>	SALARIES & WAGES	830,907.00	830,907.00	81,107.45	537,352.82	293,554.18	35.33 %
<u>100-35000-512101</u>	HEALTH INSURANCE	100,000.00	100,000.00	19,911.18	72,601.71	27,398.29	27.40 %
<u>100-35000-512102</u>	LIFE INSURANCE	9,000.00	9,000.00	425.07	2,967.44	6,032.56	67.03 %
<u>100-35000-512103</u>	CANCER INSURANCE FIRE DEP	5,000.00	5,000.00	0.00	3,271.84	1,728.16	34.56 %
<u>100-35000-512104</u>	DENTAL INSURANCE	0.00	0.00	440.55	2,688.16	-2,688.16	0.00 %
<u>100-35000-512105</u>	RETIREMENT INSURANCE	80,000.00	80,000.00	7,901.09	55,376.34	24,623.66	30.78 %

My Budget Report

For Fiscal: 2019 Period Ending: 08/31/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-35000-512200	VISION INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00 %
100-35000-512201	SOCIAL SECURITY TAX	55,000.00	55,000.00	6,041.33	40,245.90	14,754.10	26.83 %
100-35000-521200	PROFESSIONAL SERVICES	7,500.00	7,500.00	0.00	5,750.00	1,750.00	23.33 %
100-35000-521202	LEGAL AND AUDITING	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-35000-522200	REPAIRS AND MAINT EQPT	27,000.00	27,000.00	3,189.74	36,077.98	-9,077.98	-33.62 %
100-35000-522202	REPAIRS AND MAINT RADIO	2,500.00	2,500.00	0.00	118.71	2,381.29	95.25 %
100-35000-522203	REPAIRS AND MAINT BLDG	7,000.00	7,000.00	3,044.28	5,976.88	1,023.12	14.62 %
100-35000-523101	INSURANCE-W/C & LIABILITY	60,000.00	60,000.00	0.00	30,957.51	29,042.49	48.40 %
100-35000-523200	TELEPHONE	8,400.00	8,400.00	648.19	6,051.66	2,348.34	27.96 %
100-35000-523301	LEGAL ADVERTISEMENTS	0.00	0.00	0.00	0.00	0.00	0.00 %
100-35000-523700	TRAINING/EDUCATION	12,000.00	12,000.00	17.50	9,784.71	2,215.29	18.46 %
100-35000-523904	RECRUITMENT EXPENSE	2,500.00	2,500.00	902.25	4,301.19	-1,801.19	-72.05 %
100-35000-523905	MISCELLANEOUS	2,500.00	2,500.00	436.61	78,868.28	-76,368.28	-3,054.73 %
100-35000-523908	EMS BILLING EXPENSE	11,000.00	11,000.00	644.96	3,645.29	7,354.71	66.86 %
100-35000-523909	LANDFILL	0.00	0.00	0.00	0.00	0.00	0.00 %
100-35000-523940	EMT-A COURSE TRAINING EXP	140,000.00	140,000.00	14,987.98	95,633.93	44,366.07	31.69 %
100-35000-531100	TIRES & TUBES	5,000.00	5,000.00	0.00	2,674.61	2,325.39	46.51 %
100-35000-531102	MATERIALS AND SUPPLIES	25,000.00	25,000.00	615.07	12,464.93	12,535.07	50.14 %
100-35000-531103	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00 %
100-35000-531250	ENERGY OIL	0.00	0.00	0.00	0.00	0.00	0.00 %
100-35000-531270	ENERGY-GASOLINE/DIESEL	16,000.00	16,000.00	1,725.94	12,025.77	3,974.23	24.84 %
100-35000-531275	ENERGY-UTILITIES	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00 %
100-35000-542100	UNIFORMS	20,000.00	20,000.00	1,190.62	12,277.80	7,722.20	38.61 %
100-35000-542501	EQUIPMENT	10,000.00	10,000.00	0.00	958.75	9,041.25	90.41 %
100-35000-582302	LOAN PAYMENTS	180,000.00	180,000.00	6,452.00	51,616.00	128,384.00	71.32 %
100-42000-511101	SALARIES & WAGES	275,400.00	275,400.00	28,517.57	175,119.28	100,280.72	36.41 %
100-42000-512100	HEALTH INSURANCE	31,000.00	31,000.00	10,034.80	36,888.01	-5,888.01	-18.99 %
100-42000-512102	LIFE INSURANCE	2,000.00	2,000.00	137.70	962.66	1,037.34	51.87 %
100-42000-512104	DENTAL INSURANCE	0.00	0.00	305.73	1,834.38	-1,834.38	0.00 %
100-42000-512105	RETIREMENT INSURANCE	32,000.00	32,000.00	2,978.31	18,317.21	13,682.79	42.76 %
100-42000-512106	VISION INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00 %
100-42000-512201	SOCIAL SECURITY TAX	15,000.00	15,000.00	2,087.41	12,864.20	2,135.80	14.24 %
100-42000-521200	PROFESSIONAL SERVICES	20,000.00	20,000.00	0.00	4,373.75	15,626.25	78.13 %
100-42000-521202	LEGAL AND AUDITING	0.00	0.00	0.00	0.00	0.00	0.00 %
100-42000-522200	REPAIRS AND MAINT EQPT	45,000.00	45,000.00	4,683.53	28,304.29	16,695.71	37.10 %
100-42000-522202	REPAIRS AND MAINT RADIO	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-42000-522203	REPAIRS AND MAINT BLDG	0.00	20,000.00	1,951.93	13,088.91	6,911.09	34.56 %
100-42000-522204	RESRF & REPAIRS, STREETS	150,000.00	150,000.00	5,875.89	24,417.52	125,582.48	83.72 %
100-42000-522305	REPAIRS & MAINT - SYSTEM	0.00	0.00	0.00	263.76	-263.76	0.00 %
100-42000-523101	INSURANCE-W/C & LIABILITY	25,000.00	25,000.00	0.00	13,998.81	11,001.19	44.00 %
100-42000-523200	TELEPHONE	4,600.00	4,600.00	301.32	3,700.36	899.64	19.56 %
100-42000-523301	LEGAL ADVERTISEMENTS/OT	500.00	500.00	0.00	0.00	500.00	100.00 %
100-42000-523700	TRAINING/EDUCATION	1,000.00	1,000.00	314.55	700.02	299.98	30.00 %
100-42000-523904	RECRUITMENT EXPENSE	1,500.00	1,500.00	0.00	24.00	1,476.00	98.40 %
100-42000-523905	MISCELLANEOUS	1,500.00	1,500.00	0.00	571.00	929.00	61.93 %
100-42000-523922	INMATE WORK DETAIL	45,000.00	45,000.00	5,932.66	6,589.71	38,410.29	85.36 %
100-42000-531100	TIRES & TUBES	4,000.00	4,000.00	165.32	1,041.82	2,958.18	73.95 %
100-42000-531102	MATERIALS AND SUPPLIES	20,000.00	20,000.00	3,542.97	10,283.06	9,716.94	48.58 %
100-42000-531103	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00 %
100-42000-531250	ENERGY-OIL	0.00	0.00	0.00	311.95	-311.95	0.00 %
100-42000-531270	ENERGY-GASOLINE/DIESEL	25,000.00	25,000.00	2,896.59	11,090.44	13,909.56	55.64 %
100-42000-531275	ENERGY-UTILITIES	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-42000-531700	UNIFORMS	8,500.00	8,500.00	971.46	11,899.16	-3,399.16	-39.99 %
100-42000-541401	TRAFFIC SIG, LIGHTS & CN	6,000.00	6,000.00	0.00	3,280.26	2,719.74	45.33 %
100-42000-541409	STREETS	60,000.00	60,000.00	0.00	52,627.00	7,373.00	12.29 %
100-42000-542501	EQUIPMENT	40,000.00	40,000.00	259.85	1,218.60	38,781.40	96.95 %
100-55300-521200	PROFESSIONAL SERVICES	4,000.00	4,000.00	0.00	1,141.20	2,858.80	71.47 %
100-55300-522141	LAWN/GROUNDS MAINTENANCE	8,000.00	8,000.00	175.00	1,400.00	6,600.00	82.50 %

My Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>100-55300-522103</u>	REPAIRS AND MAINT BLDG	6,000.00	6,000.00	627.12	1,547.42	4,452.58	74.21 %
<u>100-55300-523905</u>	MISCELLANEOUS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<u>100-55300-531102</u>	MATERIALS AND SUPPLIES	2,000.00	2,000.00	0.00	465.48	1,534.52	76.73 %
<u>100-55300-531275</u>	ENERGY-UTILITIES	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
<u>100-61000-521201</u>	PROFESSIONAL SERVICES	15,000.00	15,000.00	0.00	1,375.00	13,625.00	90.83 %
<u>100-61000-522141</u>	LAWN/GROUNDS MAINTENANCE	30,000.00	30,000.00	4,312.22	27,162.22	2,837.78	9.46 %
<u>100-61000-522201</u>	REPAIRS AND MAINT EQPT	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<u>100-61000-522203</u>	REPAIRS AND MAINT BLDG	20,000.00	20,000.00	814.00	17,239.78	2,760.22	13.80 %
<u>100-61000-523201</u>	TELEPHONE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-61000-523905</u>	MISCELLANEOUS	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<u>100-61000-523926</u>	RECREATION	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-61000-531102</u>	MATERIALS AND SUPPLIES	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
<u>100-74000-511101</u>	SALARIES & WAGES	195,000.00	195,000.00	17,948.47	105,674.50	89,325.50	45.81 %
<u>100-74000-512101</u>	HEALTH INSURANCE	24,000.00	24,000.00	4,635.58	16,062.03	7,937.97	33.07 %
<u>100-74000-512102</u>	LIFE INSURANCE	1,800.00	1,800.00	100.95	673.00	1,127.00	62.61 %
<u>100-74000-512104</u>	DENTAL INSURANCE	0.00	0.00	98.79	592.74	-592.74	0.00 %
<u>100-74000-512105</u>	RETIREMENT INSURANCE	10,000.00	10,000.00	2,037.14	11,994.03	-1,994.03	-19.94 %
<u>100-74000-512106</u>	VISION INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-74000-512201</u>	SOCIAL SECURITY TAX	12,000.00	12,000.00	1,311.88	7,751.60	4,248.40	35.40 %
<u>100-74000-521201</u>	PROFESSIONAL SERVICES	20,900.00	20,900.00	2,810.00	15,648.01	5,251.99	25.13 %
<u>100-74000-521202</u>	LEGAL AND AUDITING	8,000.00	8,000.00	3,801.05	8,260.80	-260.80	-3.26 %
<u>100-74000-522201</u>	REPAIRS AND MAINT EQPT	4,000.00	4,000.00	911.72	4,899.93	-899.93	-22.50 %
<u>100-74000-522203</u>	REPAIRS AND MAINT BLDG	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<u>100-74000-522204</u>	RESRF & REPAIRS, STREETS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-74000-522311</u>	CAPITAL LEASE PAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-74000-523101</u>	INSURANCE-W/C & LIABILITY	15,600.00	15,600.00	0.00	8,801.61	6,798.39	43.58 %
<u>100-74000-523201</u>	TELEPHONE	7,500.00	7,500.00	406.89	4,900.52	2,599.48	34.66 %
<u>100-74000-523301</u>	LEGAL ADVERTISEMENTS/OT	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>100-74000-523701</u>	TRAINING/EDUCATION	5,550.00	5,550.00	447.00	1,096.00	4,454.00	80.25 %
<u>100-74000-523901</u>	JAIL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-74000-523902</u>	DOG CONTROL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-74000-523904</u>	RECRUITMENT EXPENSE	700.00	700.00	0.00	48.00	652.00	93.14 %
<u>100-74000-523905</u>	MISCELLANEOUS	200.00	200.00	0.00	92.99	107.01	53.51 %
<u>100-74000-531101</u>	TIRES & TUBES	1,500.00	1,500.00	0.00	552.99	947.01	63.13 %
<u>100-74000-531102</u>	MATERIALS AND SUPPLIES	4,000.00	4,000.00	0.00	956.13	3,043.87	76.10 %
<u>100-74000-531103</u>	POSTAGE	480.00	480.00	0.00	0.00	480.00	100.00 %
<u>100-74000-531270</u>	ENERGY-GASOLINE/DIESEL	5,800.00	5,800.00	549.34	3,441.64	2,358.36	40.66 %
<u>100-74000-531701</u>	UNIFORMS	400.00	400.00	0.00	0.00	400.00	100.00 %
<u>100-74000-543501</u>	EQUIPMENT	30,000.00	30,000.00	0.00	1,519.58	28,480.42	94.93 %
<u>100-75200-511101</u>	SALARIES & WAGES	63,240.00	63,240.00	7,396.80	45,243.76	17,996.24	28.46 %
<u>100-75200-512101</u>	HEALTH INSURANCE	4,000.00	4,000.00	1,310.20	4,859.26	-859.26	-21.48 %
<u>100-75200-512102</u>	LIFE INSURANCE	200.00	200.00	40.14	277.60	-77.60	-38.80 %
<u>100-75200-512104</u>	DENTAL INSURANCE	0.00	0.00	30.69	184.14	-184.14	0.00 %
<u>100-75200-512105</u>	RETIREMENT INSURANCE	5,000.00	5,000.00	839.55	5,135.24	-135.24	-2.70 %
<u>100-75200-512106</u>	VISION INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-75200-512201</u>	SOCIAL SECURITY TAX	3,500.00	3,500.00	562.17	3,439.01	60.99	1.74 %
<u>100-75200-521201</u>	PROFESSIONAL SERVICES	12,000.00	12,000.00	0.00	3,705.00	8,295.00	69.13 %
<u>100-75200-521202</u>	LEGAL & AUDITING	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>100-75200-522201</u>	REPAIRS & MAINT - EQPT	1,500.00	1,500.00	836.75	4,476.95	-2,976.95	-198.46 %
<u>100-75200-522203</u>	REPAIRS & MAINT - BLDG	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-75200-523201</u>	TELEPHONE	800.00	800.00	72.90	586.00	214.00	26.75 %
<u>100-75200-523701</u>	TRAINING/EDUCATION	4,000.00	4,000.00	744.36	3,937.51	62.49	1.56 %
<u>100-75200-531102</u>	MATERIALS AND SUPPLIES	4,000.00	4,000.00	2,155.58	3,849.66	150.34	3.76 %
<u>100-75200-531270</u>	ENERGY-GASOLINE/DIESEL	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<u>100-75200-541102</u>	SITES	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-75200-541200</u>	SITE IMPROVEMENTS	100,000.00	100,000.00	60,825.30	555,365.22	-455,365.22	-455.37 %
<u>100-75200-541300</u>	BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>100-75200-541405</u>	INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00 %

My Budget Report

For Fiscal: 2019 Period Ending: 08/31/2019

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-75200-542501	AUTO	300.00	300.00	0.00	0.00	300.00 100.00 %
100-75200-542501	EQUIPMENT	0.00	0.00	0.00	0.00	0.00 0.00 %
100-75200-572000	PAYMNTS TO OTHER AGENCIES	0.00	0.00	0.00	0.00	0.00 0.00 %
100-75200-572002	WEST POINT DEV AUTHORITY	120,000.00	120,000.00	0.00	190,000.00	-70,000.00 -58.33 %
100-75200-572004	WPDA PILOT	100,000.00	100,000.00	0.00	0.00	100,000.00 100.00 %
100-75200-573000	PAYMENTS TO OTHERS	0.00	0.00	0.00	0.00	0.00 0.00 %
100-75650-522120	PROFESSIONAL SERVICES	200.00	200.00	0.00	0.00	200.00 100.00 %
100-75650-522141	LAWN/GROUNDS MAINTENANCE	7,000.00	7,000.00	0.00	825.00	6,175.00 88.21 %
100-75650-522201	REPAIRS AND MAINT EQPT	500.00	500.00	0.00	0.00	500.00 100.00 %
100-75650-522203	REPAIRS AND MAINT BLDG	10,000.00	10,000.00	345.00	3,386.84	6,613.16 66.13 %
100-75650-522204	RESRF & REPAIRS, STREETS	0.00	0.00	0.00	0.00	0.00 0.00 %
100-75650-523201	TELEPHONE	2,300.00	2,300.00	254.39	1,917.39	382.61 16.64 %
100-75650-523701	TRAINING / EDUCATION	0.00	0.00	0.00	0.00	0.00 0.00 %
100-75650-523905	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00 0.00 %
100-75650-529923	BETTER HOMETOWN PROGRAM	6,000.00	6,000.00	161.42	2,068.52	3,931.48 65.52 %
100-75650-531102	MATERIALS AND SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00 100.00 %
100-75650-531275	ENERGY-UTILITIES	15,000.00	15,000.00	0.00	0.00	15,000.00 100.00 %
100-75650-581200	PRINCIPAL - OTHER DEBT	0.00	0.00	0.00	0.00	0.00 0.00 %
100-75650-582000	DEBT	0.00	0.00	0.00	0.00	0.00 0.00 %
100-76300-511101	SALARIES & WAGES	37,440.00	37,440.00	5,219.86	22,158.74	15,281.26 40.82 %
100-76300-512101	HEALTH INSURANCE	2,000.00	2,000.00	1,310.20	4,859.26	-2,859.26 -142.96 %
100-76300-512102	LIFE INSURANCE	300.00	300.00	20.02	155.08	144.92 48.31 %
100-76300-512104	DENTAL INSURANCE	500.00	500.00	30.69	184.14	315.86 63.17 %
100-76300-512105	VISION INSURANCE	500.00	500.00	0.00	0.00	500.00 100.00 %
100-76300-512201	SOCIAL SECURITY TAX	3,160.00	3,160.00	395.59	1,672.85	1,487.15 47.06 %
100-76300-521201	PROFESSIONAL SERVICES	10,700.00	10,700.00	10.70	2,991.38	7,708.62 72.04 %
100-76300-522201	REPAIRS AND MAINT EQPT	6,000.00	6,000.00	460.72	1,996.62	4,003.38 66.72 %
100-76300-522203	REPAIRS AND MAINT BLDG	6,600.00	6,600.00	1,465.08	7,944.42	-1,344.42 -20.37 %
100-76300-523101	INSURANCE-W/C & LIABILITY	0.00	0.00	0.00	0.00	0.00 0.00 %
100-76300-523201	TELEPHONE	1,500.00	1,500.00	72.90	869.44	630.56 42.04 %
100-76300-523701	TRAINING/EDUCATION	0.00	0.00	0.00	0.00	0.00 0.00 %
100-76300-523904	RECRUITMENT EXPENSE	500.00	500.00	0.00	426.89	73.11 14.62 %
100-76300-523905	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00 0.00 %
100-76300-531102	MATERIALS AND SUPPLIES	7,500.00	7,500.00	0.00	5,003.45	2,496.55 33.29 %
100-76300-531270	ENERGY-GASOLINE/DIESEL	0.00	0.00	0.00	0.00	0.00 0.00 %
100-76300-531275	ENERGY-UTILITIES	9,000.00	9,000.00	0.00	0.00	9,000.00 100.00 %
100-76300-531302	FOOD	8,500.00	8,500.00	1,828.82	5,050.61	3,449.39 40.58 %
100-76300-542501	EQUIPMENT	0.00	0.00	259.85	1,218.60	-1,218.60 0.00 %
100-76320-389004	TECH CENTER RENTAL REV	0.00	0.00	0.00	0.00	0.00 0.00 %
100-76320-521201	PROFESSIONAL SERVICES	6,000.00	6,000.00	0.00	0.00	6,000.00 100.00 %
100-76320-522141	LAWN/GROUND MAINTENANCE	0.00	0.00	0.00	0.00	0.00 0.00 %
100-76320-522201	REPAIRS AND MAINT EQPT	6,750.00	6,750.00	0.00	742.22	6,007.78 89.00 %
100-76320-522203	REPAIRS AND MAINT BLDG	7,200.00	7,200.00	1,016.60	3,941.75	3,258.25 45.25 %
100-76320-522204	RESRF & REPAIRS, STREETS	0.00	0.00	0.00	0.00	0.00 0.00 %
100-76320-523101	INSURANCE - LIABILITY	16,000.00	16,000.00	0.00	14,881.53	1,118.47 6.99 %
100-76320-523201	TELEPHONE	4,000.00	4,000.00	120.90	2,607.18	1,392.82 34.82 %
100-76320-523905	MISCELLANEOUS	500.00	500.00	0.00	0.00	500.00 100.00 %
100-76320-531102	MATERIALS AND SUPPLIES	800.00	800.00	0.00	259.01	540.99 67.62 %
100-76320-531270	ENERGY GASOLINE DIESEL	500.00	500.00	0.00	0.00	500.00 100.00 %
100-76320-531275	ENERGY - UTILITIES	15,000.00	15,000.00	0.00	0.00	15,000.00 100.00 %
100-76320-542501	EQUIPMENT	1,400.00	1,400.00	0.00	0.00	1,400.00 100.00 %
Expense Total:	6,120,040.00	6,140,040.00	635,906.76	4,964,355.68	1,175,684.32	19.15 %
Fund: 100 - GENERAL FUND Surplus (Deficit):	318,463.00	298,463.00	-468,700.23	-2,677,148.57	-2,975,611.57	996.98 %
Fund: 215 - EMRG TEL 911 SYS						
Revenue						
215-311700	PREPAID TAX ON CELL PHONE	7,500.00	7,500.00	7,291.80	48,809.17	41,309.17 650.79 %
215-342501	EMERGENCY TELEPHONE SYS	91,320.00	91,320.00	387.41	16,381.20	-74,938.80 82.06 %

My Budget Report

For Fiscal: 2019 Period Ending: 08/31/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>215-361001</u>	INC FROM INVESTMENTS	25.00	25.00	0.00	9.43	-15.57	62.28 %
	Revenue Total:	98,845.00	98,845.00	7,679.21	65,199.80	-33,645.20	34.04 %
Expense							
<u>215-38000-511101</u>	Salaries & Wages	195,600.00	195,600.00	22,592.34	137,607.17	57,992.83	29.65 %
<u>215-38000-512101</u>	HEALTH INSURANCE	30,000.00	30,000.00	7,861.20	24,740.01	5,259.99	17.53 %
<u>215-38000-512102</u>	LIFE INSURANCE	1,000.00	1,000.00	136.68	823.45	176.55	17.66 %
<u>215-38000-512104</u>	DENTAL INSURANCE	0.00	0.00	184.14	883.38	-883.38	0.00 %
<u>215-38000-512105</u>	RETIREMENT INSURANCE	12,000.00	12,000.00	2,564.25	14,319.12	-2,319.12	-19.33 %
<u>215-38000-512106</u>	VISION INSURANCE	0.00	0.00	0.00	0.95	-0.95	0.00 %
<u>215-38000-512201</u>	SOCIAL SECURITY TAX	10,000.00	10,000.00	1,706.11	10,410.07	-410.07	-4.10 %
<u>215-38000-522201</u>	REPAIRS AND MAINT-EQPT	32,350.00	32,350.00	513.95	28,669.07	3,680.93	11.38 %
<u>215-38000-523701</u>	TRAINING/EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>215-38000-523901</u>	EMERGENCY TELEPHONE SYS	5,500.00	5,500.00	404.00	2,020.00	3,480.00	63.27 %
<u>215-38000-531102</u>	MATERIALS AND SUPPLIES	19,500.00	19,500.00	470.62	16,114.94	3,385.06	17.36 %
<u>215-38000-542501</u>	EQUIPMENT	10,000.00	10,000.00	0.00	879.24	9,120.76	91.21 %
<u>215-38000-581200</u>	PRINCIPAL-CAPITAL LEASE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>215-38000-582200</u>	INTEREST-CAPITAL LEASE	0.00	0.00	0.00	0.00	0.00	0.00 %
	Expense Total:	315,950.00	315,950.00	36,433.29	236,467.40	79,482.60	25.16 %
Fund: 215 - EMRG TEL 911 SYS Surplus (Deficit):		-217,105.00	-217,105.00	-28,754.08	-171,267.60	45,837.40	21.11 %
Fund: 300 - SPLOST REC HARRIS COUNTY							
Revenue							
<u>300-342501</u>	SPLOST-PROCEEDS TROUP CO	0.00	0.00	0.00	186,375.96	186,375.96	0.00 %
<u>300-342502</u>	SPLOST-PROCEEDS HARRIS CO	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>300-342503</u>	TSPLOST-PROCEED HARRIS CO	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>300-342504</u>	SPLOST HARRIS CO 2014 PRO	0.00	0.00	0.00	54,404.26	54,404.26	0.00 %
<u>300-361001</u>	INCOME FROM INVESTMENTS	0.00	0.00	0.00	30.88	30.88	0.00 %
	Revenue Total:	0.00	0.00	0.00	240,811.10	240,811.10	0.00 %
Expense							
<u>300-00000-541402</u>	BALL FIELD RENOVATION REC	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>300-00000-581101</u>	BOND PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>300-00000-582101</u>	BOND INTEREST	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>300-30000-581100</u>	PRINCIPAL-BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>300-30000-582100</u>	INTEREST-BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>300-38000-541400</u>	INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>300-38000-581100</u>	PRINCIPAL - BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>300-38000-582100</u>	INTEREST-BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>300-38000-611000</u>	Transfer Out	0.00	0.00	0.00	0.00	0.00	0.00 %
	Expense Total:	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 300 - SPLOST REC HARRIS COUNTY Surplus (Deficit):		0.00	0.00	0.00	240,811.10	240,811.10	0.00 %
Fund: 310 - TSPLOST							
Revenue							
<u>310-342501</u>	SPLOST-PROCEEDS TROUP CO	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>310-342502</u>	SPLOST-PROCEEDS HARRIS CO	0.00	0.00	0.00	1,581.82	1,581.82	0.00 %
<u>310-342503</u>	TSPLOST-PROCEED HARRIS CO	18,000.00	18,000.00	1,813.27	12,310.76	-5,689.24	31.61 %
<u>310-342504</u>	SPLOST HARRIS CO 2014 PRO	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>310-361001</u>	INCOME FROM INVESTMENTS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>310-391200</u>	Transfers In	0.00	0.00	0.00	0.00	0.00	0.00 %
	Revenue Total:	18,000.00	18,000.00	1,813.27	13,892.58	-4,107.42	22.82 %
Expense							
<u>310-00000-541402</u>	BALL FIELD RENOVATION REC	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>310-00000-581101</u>	BOND PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>310-00000-582101</u>	BOND INTEREST	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>310-30000-581100</u>	PRINCIPAL-BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>310-30000-582100</u>	INTEREST-BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>310-38000-541400</u>	INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>310-38000-581100</u>	PRINCIPAL - BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>310-38000-582100</u> INTEREST-BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
Expense Total:	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 310 - TSPLOST Surplus (Deficit):	18,000.00	18,000.00	1,813.27	13,892.58	-4,107.42	22.82 %

Fund: 320 - SPLOST IV TROUP COUNTY

Revenue

<u>320-342501</u> SPLOST-PROCEEDS TROUP CO	708,250.00	708,250.00	0.00	137,115.96	-571,134.04	80.64 %
<u>320-342502</u> SPLOST-PROCEEDS HARRIS CO	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>320-342503</u> TSPLOST-PROCEED HARRIS CO	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>320-342504</u> SPLOST HARRIS CO 2014 PRO	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>320-361001</u> INCOME FROM INVESTMENTS	200.00	200.00	0.00	0.00	-200.00	100.00 %
<u>320-391200</u> Transfer In	0.00	0.00	0.00	0.00	0.00	0.00 %
Revenue Total:	708,450.00	708,450.00	0.00	137,115.96	-571,334.04	80.65 %

Expense

<u>320-00000-541402</u> BALL FIELD RENOVATION REC	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>320-00000-581101</u> BOND PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>320-00000-582101</u> BOND INTEREST	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>320-30000-581100</u> PRINCIPAL-BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>320-30000-582100</u> INTEREST-BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>320-38000-541400</u> INFRASTRUCTURE	800,000.00	800,000.00	0.00	84,924.25	715,075.75	89.38 %
<u>320-38000-581100</u> PRINCIPAL - BONDS	276,075.00	276,075.00	0.00	270,000.00	6,075.00	2.20 %
<u>320-38000-582100</u> INTEREST-BONDS	6,075.00	6,075.00	0.00	6,075.00	0.00	0.00 %
Expense Total:	1,082,150.00	1,082,150.00	0.00	360,999.25	721,150.75	66.64 %

Fund: 320 - SPLOST IV TROUP COUNTY Surplus (Deficit): -373,700.00 -373,700.00 0.00 -223,883.29 149,816.71 40.09 %

Fund: 330 - SPLOST HARRIS COUNTY 2014

Revenue

<u>330-342501</u> SPLOST-PROCEEDS TROUP CO	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>330-342502</u> SPLOST-PROCEEDS HARRIS CO	100,000.00	100,000.00	0.00	14,880.24	-85,119.76	85.12 %
<u>330-342503</u> TSPLOST-PROCEED HARRIS CO	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>330-342504</u> SPLOST HARRIS CO 2014 PRO	0.00	0.00	0.00	43,628.60	43,628.60	0.00 %
<u>330-361001</u> INCOME FROM INVESTMENTS	0.00	0.00	0.00	186.90	186.90	0.00 %
<u>330-391200</u> Transfer In	0.00	0.00	0.00	0.00	0.00	0.00 %
Revenue Total:	100,000.00	100,000.00	0.00	58,695.74	-41,304.26	41.30 %

Expense

<u>330-00000-541402</u> BALL FIELD RENOVATION REC	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>330-00000-581101</u> BOND PRINCIPAL	0.00	0.00	0.00	-32,162.40	32,162.40	0.00 %
<u>330-00000-582101</u> BOND INTEREST	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>330-30000-581100</u> PRINCIPAL-BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>330-30000-582100</u> INTEREST-BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>330-38000-541400</u> INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>330-38000-581100</u> PRINCIPAL - BONDS	0.00	0.00	0.00	72,025.55	-72,025.55	0.00 %
<u>330-38000-582100</u> INTEREST-BONDS	0.00	0.00	0.00	671.44	-671.44	0.00 %
Expense Total:	0.00	0.00	0.00	40,534.59	-40,534.59	0.00 %

Fund: 330 - SPLOST HARRIS COUNTY 2014 Surplus (Deficit): 100,000.00 100,000.00 0.00 18,161.15 -81,838.85 81.84 %

Fund: 340 - Splost V Troup County 2019

Revenue

<u>340-342501</u> SPLOST-PROCEEDS TROUP CO	0.00	0.00	74,309.75	408,007.45	408,007.45	0.00 %
<u>340-361001</u> INCOME FROM INVESTMENTS	0.00	0.00	0.00	0.00	0.00	0.00 %
Revenue Total:	0.00	0.00	74,309.75	408,007.45	408,007.45	0.00 %

Expense

<u>340-00000-541402</u> BALL FIELD RENOVATION REC	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>340-00000-581101</u> BOND PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>340-00000-582101</u> BOND INTEREST	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>340-30000-581100</u> PRINCIPAL-BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>340-30000-582100</u> INTEREST-BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>340-38000-541400</u> INFRASTRUCTURE	0.00	0.00	0.00	4,924.16	-4,924.16	0.00 %

My Budget Report

For Fiscal: 2019 Period Ending: 08/31/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>340-38000-581100</u>	PRINCIPAL - BONDS	0.00	0.00	0.00	58.90	-58.90	0.00 %
<u>340-38000-582100</u>	INTEREST-BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>340-38000-611000</u>	Transfer Out	0.00	0.00	0.00	0.00	0.00	0.00 %
Expense Total:		0.00	0.00	0.00	4,983.06	-4,983.06	0.00 %
Fund: 340 - Splost V Troup County 2019 Surplus (Deficit):		0.00	0.00	74,309.75	403,024.39	403,024.39	0.00 %
Fund: 350 - SPLOST HARRIS COUNTY 2019							
Revenue							
<u>350-342501</u>	SPLOST-PROCEEDS TROUP CO	0.00	0.00	7,628.43	7,628.43	7,628.43	0.00 %
<u>350-361001</u>	INCOME FROM INVESTMENTS	0.00	0.00	0.00	0.00	0.00	0.00 %
Revenue Total:		0.00	0.00	7,628.43	7,628.43	7,628.43	0.00 %
Expense							
<u>350-00000-541402</u>	BALL FIELD RENOVATION REC	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>350-00000-581101</u>	BOND PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>350-00000-582101</u>	BOND INTEREST	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>350-30000-581100</u>	PRINCIPAL-BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>350-30000-582100</u>	INTEREST-BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>350-38000-541400</u>	INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>350-38000-581100</u>	PRINCIPAL - BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>350-38000-582100</u>	INTEREST-BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>350-38000-611000</u>	Transfer Out	0.00	0.00	0.00	0.00	0.00	0.00 %
Expense Total:		0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 350 - SPLOST HARRIS COUNTY 2019 Surplus (Deficit):		0.00	0.00	7,628.43	7,628.43	7,628.43	0.00 %
Fund: 505 - WATER/SEWER FUND							
Revenue							
<u>505-331351</u>	EIP GRANT	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>505-334310</u>	ONE GEORGIA GRANT	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>505-344211</u>	WATER REVENUE	2,052,986.00	2,052,986.00	204,575.59	1,420,749.74	-632,236.26	30.80 %
<u>505-344212</u>	WATER TAPS	15,000.00	15,000.00	990.00	4,200.00	-10,800.00	72.00 %
<u>505-344213</u>	WATER SERVICE CHARGES	1,000.00	1,000.00	0.00	90.00	-910.00	91.00 %
<u>505-344214</u>	WATER PERMIT FEES	400.00	400.00	0.00	0.00	-400.00	100.00 %
<u>505-344215</u>	WATER MISC INCOME	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>505-344231</u>	SANITARY SEWER TAPS	3,000.00	3,000.00	0.00	7,300.00	4,300.00	243.33 %
<u>505-344232</u>	SAN SEWER PERMIT FEES	3,000.00	3,000.00	0.00	1,624.34	-1,375.66	45.86 %
<u>505-344233</u>	WPCP USER FEES	1,625,000.00	1,625,000.00	136,344.38	1,094,950.80	-530,049.20	32.62 %
<u>505-361001</u>	INC FR INV WT SINKING FD	500.00	500.00	0.00	181.53	-318.47	63.69 %
<u>505-361002</u>	INC FR INV W/S R/E FUND	500.00	500.00	0.00	70.84	-429.16	85.83 %
<u>505-361003</u>	INC FR INV SEWER CAPACITY	200.00	200.00	0.00	538.15	338.15	269.08 %
<u>505-389001</u>	MISC INCOME	2,000.00	2,000.00	0.00	595.00	-1,405.00	70.25 %
Revenue Total:		3,703,586.00	3,703,586.00	341,909.97	2,530,300.40	-1,173,285.60	31.68 %
Expense							
<u>505-43300-511101</u>	SALARIES & WAGES	35,700.00	35,700.00	3,247.23	18,940.60	16,759.40	46.95 %
<u>505-43300-512101</u>	HEALTH INSURANCE	12,900.00	12,900.00	0.00	0.00	12,900.00	100.00 %
<u>505-43300-512102</u>	LIFE INSURANCE	800.00	800.00	13.08	348.45	451.55	56.44 %
<u>505-43300-512104</u>	DENTAL INSURANCE	0.00	0.00	30.69	122.76	-122.76	0.00 %
<u>505-43300-512105</u>	RETIREMENT INSURANCE	9,200.00	9,200.00	368.57	2,149.77	7,050.23	76.63 %
<u>505-43300-512106</u>	VISION INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>505-43300-512201</u>	SOCIAL SECURITY TAX	2,450.00	2,450.00	245.83	1,438.80	1,011.20	41.27 %
<u>505-43300-521201</u>	PROFESSIONAL SERVICES	20,000.00	20,000.00	2,658.32	2,658.32	17,341.68	86.71 %
<u>505-43300-521202</u>	LEGAL & AUDITING	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>505-43300-522201</u>	REPAIRS & MAINT - EQPT	15,000.00	15,000.00	0.00	3,259.59	11,740.41	78.27 %
<u>505-43300-522202</u>	REPAIRS & MAINT - RADIO	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>505-43300-522203</u>	REPAIRS & MAINT - BLDG	7,500.00	7,500.00	0.00	7,500.00	0.00	0.00 %
<u>505-43300-522204</u>	REPAIRS & MAINT - SYSTEM	50,000.00	50,000.00	4,469.37	13,263.00	36,737.00	73.47 %
<u>505-43300-522205</u>	REPAIR & RESURFACE - STREETS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>505-43300-523101</u>	INSURANCE W/C & LIABILITY	20,400.00	20,400.00	0.00	6,433.83	13,966.17	68.46 %
<u>505-43300-523301</u>	LEGAL ADVERTISEMENTS/OT	500.00	500.00	0.00	208.95	291.05	58.21 %

My Budget Report

For Fiscal: 2019 Period Ending: 08/31/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
505-43300-523701	TRAINING/EDUCATION	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
505-43300-523901	MISCELLANEOUS	0.00	0.00	0.00	9,998.88	-9,998.88	0.00 %
505-43300-523904	RECRUITMENT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00 %
505-43300-523922	INMATE WORK DETAIL	7,030.00	7,030.00	0.00	0.00	7,030.00	100.00 %
505-43300-523923	SLUDGE DISPOSAL	0.00	0.00	0.00	15,775.41	-15,775.41	0.00 %
505-43300-531101	TIRES & TUBES	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
505-43300-531102	MATERIALS AND SUPPLIES	25,000.00	25,000.00	274.95	19,642.09	5,357.91	21.43 %
505-43300-531103	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00 %
505-43300-531250	ENERGY-OIL	0.00	0.00	0.00	0.00	0.00	0.00 %
505-43300-531270	ENERGY-GASOLINE/DIESEL	4,000.00	4,000.00	0.00	181.53	3,818.47	95.46 %
505-43300-531275	ENERGY-UTILITIES	0.00	0.00	0.00	0.00	0.00	0.00 %
505-43300-531701	UNIFORMS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
505-43300-541401	SYSTEM IMPROVEMENTS	100,000.00	100,000.00	22,364.88	25,700.32	74,299.68	74.30 %
505-43300-542501	EQUIPMENT, WATER FUND	40,000.00	40,000.00	0.00	34,306.50	5,693.50	14.23 %
505-43300-561000	DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00 %
505-43350-511101	SALARIES & WAGES	100,000.00	100,000.00	14,002.38	84,293.12	15,706.88	15.71 %
505-43350-512101	HEALTH INSURANCE	18,400.00	18,400.00	3,930.60	13,065.29	5,334.71	28.99 %
505-43350-512102	LIFE INSURANCE	2,500.00	2,500.00	78.84	485.54	2,014.46	80.58 %
505-43350-512104	DENTAL INSURANCE	0.00	0.00	92.07	480.81	-480.81	0.00 %
505-43350-512105	RETIREMENT INSURANCE	15,000.00	15,000.00	1,589.29	8,605.35	6,394.65	42.63 %
505-43350-512106	VISION INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00 %
505-43350-513201	SOCIAL SECURITY TAX	11,000.00	11,000.00	1,058.86	5,897.13	5,102.87	46.39 %
505-43350-521204	PROFESSIONAL SERVICES	35,000.00	35,000.00	6,970.50	28,983.71	6,016.29	17.19 %
505-43350-521203	LEGAL AND AUDITING	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
505-43350-522701	REPAIRS AND MAINT EQPT	40,000.00	40,000.00	5,536.57	30,380.96	9,619.04	24.05 %
505-43350-522703	REPAIRS AND MAINT BLDG	5,000.00	5,000.00	25.00	375.00	4,625.00	92.50 %
505-43350-522704	REPAIRS AND MAINT SYSTEM	30,000.00	30,000.00	3,068.56	41,982.89	-11,982.89	-39.94 %
505-43350-533101	INSURANCE W/C & LIABILITY	38,100.00	38,100.00	0.00	29,448.66	8,651.34	22.71 %
505-43350-533201	TELEPHONE	4,000.00	4,000.00	168.22	2,617.64	1,382.36	34.56 %
505-43350-533301	LEGAL ADVERTISEMENTS/OT	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
505-43350-523701	TRAINING/EDUCATION	4,000.00	4,000.00	0.00	5,269.00	-1,269.00	-31.73 %
505-43350-523901	MISCELLANEOUS	0.00	0.00	63.92	1,515.15	-1,515.15	0.00 %
505-43350-523904	RECRUITMENT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00 %
505-43350-523922	INMATE WORK DETAIL	0.00	0.00	0.00	0.00	0.00	0.00 %
505-43350-523923	SLUDGE DISPOSAL	35,100.00	35,100.00	4,932.52	13,208.92	21,891.08	62.37 %
505-43350-531101	TIRES & TUBES	0.00	0.00	0.00	0.00	0.00	0.00 %
505-43350-531102	MATERIALS AND SUPPLIES	100,000.00	100,000.00	4,371.43	69,942.68	30,057.32	30.06 %
505-43350-531103	POSTAGE	0.00	0.00	0.00	18.45	-18.45	0.00 %
505-43350-531250	ENERGY - OIL	0.00	0.00	0.00	8.00	-8.00	0.00 %
505-43350-531270	ENERGY-GASOLINE/DIESEL	2,500.00	2,500.00	0.00	463.26	2,036.74	81.47 %
505-43350-531275	ENERGY-UTILITIES	315,000.00	315,000.00	1,231.00	11,007.67	303,992.33	96.51 %
505-43350-531701	UNIFORMS	7,000.00	7,000.00	1,046.52	9,287.90	-2,287.90	-32.68 %
505-43350-542501	EQUIPMENT, WATER FUND	15,000.00	15,000.00	699.96	699.96	14,300.04	95.33 %
505-43350-561000	DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00 %
505-43350-574001	UNCOLLECTIBLE REVENUE	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
505-43350-581103	PRINCIPAL - GEFA	0.00	0.00	0.00	0.00	0.00	0.00 %
505-43350-581105	PRINCIPAL - USDA	467,800.00	467,800.00	38,990.00	311,920.00	155,880.00	33.32 %
505-43350-581107	PRINCIPAL - JP MORGAN BOND	273,328.00	273,328.00	0.00	222,500.00	50,828.00	18.60 %
505-43350-582302	USDA INTEREST	20,000.00	20,000.00	1,700.00	13,600.00	6,400.00	32.00 %
505-43350-582304	JP MORGAN BOND INTEREST	47,457.00	47,457.00	0.00	98,285.62	-50,828.62	-107.10 %
505-44000-511101	SALARIES & WAGES	262,000.00	262,000.00	32,146.51	184,164.79	77,835.21	29.71 %
505-44000-512101	HEALTH INSURANCE	55,000.00	55,000.00	9,632.75	32,144.51	22,855.49	41.56 %
505-44000-512102	LIFE INSURANCE	4,700.00	4,700.00	170.28	1,147.71	3,552.29	75.58 %
505-44000-512103	DENTAL INSURANCE	0.00	0.00	205.32	1,296.97	-1,296.97	0.00 %
505-44000-512105	RETIREMENT INSURANCE	16,800.00	16,800.00	3,631.04	20,641.77	-3,841.77	-22.87 %
505-44000-512106	VISION INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00 %
505-44000-512701	SOCIAL SECURITY TAX	21,500.00	21,500.00	2,344.86	13,452.40	8,047.60	37.43 %
505-44000-521201	PROFESSIONAL SERVICES	20,000.00	20,000.00	3,129.92	24,852.22	-4,852.22	-24.26 %

My Budget Report

For Fiscal: 2019 Period Ending: 08/31/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>505-44000-521202</u>	LEGAL AND AUDITING	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>505-44000-522201</u>	REPAIRS AND MAINT EQPT	45,000.00	45,000.00	1,983.78	22,762.40	22,237.60	49.42 %
<u>505-44000-522203</u>	REPAIRS AND MAINT BLDG	15,000.00	15,000.00	5,007.01	7,922.76	7,077.24	47.18 %
<u>505-44000-522204</u>	REPAIRS AND MAINT SYSTEM	70,000.00	70,000.00	9,890.18	69,693.39	306.61	0.44 %
<u>505-44000-523101</u>	INSURANCE W/C & LIABILITY	25,000.00	25,000.00	0.00	15,759.91	9,240.09	36.96 %
<u>505-44000-523201</u>	TELEPHONE	7,500.00	7,500.00	330.95	5,394.64	2,105.36	28.07 %
<u>505-44000-523301</u>	LEGAL ADVERTISEMENTS/OT	1,500.00	1,500.00	0.00	1,411.92	88.08	5.87 %
<u>505-44000-523701</u>	TRAINING/EDUCATION	8,000.00	8,000.00	220.00	6,226.85	1,773.15	22.16 %
<u>505-44000-523850</u>	CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>505-44000-523901</u>	MISCELLANEOUS	500.00	500.00	0.00	76,725.20	-76,225.20	5,245.04 %
<u>505-44000-523904</u>	RECRUITMENT EXPENSE	1,000.00	1,000.00	0.00	24.00	976.00	97.60 %
<u>505-44000-523922</u>	INMATE WORK DETAIL	7,030.00	7,030.00	0.00	0.00	7,030.00	100.00 %
<u>505-44000-531101</u>	TIRES & TUBES	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>505-44000-531102</u>	MATERIALS AND SUPPLIES	140,000.00	140,000.00	10,869.68	77,083.76	62,916.24	44.94 %
<u>505-44000-531103</u>	POSTAGE	500.00	500.00	50.36	658.60	-158.60	-31.72 %
<u>505-44000-531250</u>	ENERGY - OIL	0.00	0.00	0.00	8.00	-8.00	0.00 %
<u>505-44000-531270</u>	ENERGY-GASOLINE/DIESEL	10,000.00	10,000.00	1,245.83	8,653.31	1,346.69	13.47 %
<u>505-44000-531275</u>	ENERGY-UTILITIES	125,000.00	125,000.00	3,301.00	26,918.79	98,081.21	78.46 %
<u>505-44000-531511</u>	LAGRANGE WATER	50,000.00	50,000.00	3,192.00	42,363.90	7,636.10	15.27 %
<u>505-44000-531701</u>	UNIFORMS	12,000.00	12,000.00	2,434.65	21,541.67	-9,541.67	-79.51 %
<u>505-44000-541401</u>	SYSTEM IMPROVEMENTS	175,000.00	175,000.00	0.00	166,878.00	8,122.00	4.64 %
<u>505-44000-542501</u>	EQUIPMENT, WATER FUND	70,000.00	70,000.00	259.85	29,250.56	40,749.44	58.21 %
<u>505-44000-561000</u>	DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>505-44000-574001</u>	UNCOLLECTIBLE REVENUE	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
<u>505-44000-581102</u>	2001 SERIES A BONDS	57,762.00	57,762.00	6,932.92	54,743.53	3,018.47	5.23 %
<u>505-44000-581103</u>	2001 SERIES B BONDS	10,120.00	10,120.00	1,214.57	9,590.44	529.56	5.23 %
<u>505-44000-581105</u>	PRINCIPAL - GEFA	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>505-44000-581107</u>	PRINCIPAL - JP MORGAN BOND	273,328.00	273,328.00	0.00	222,500.00	50,828.00	18.60 %
<u>505-44000-582102</u>	INT-2001 SERIES A BONDS	179,575.00	179,575.00	12,840.08	103,440.47	76,134.53	42.40 %
<u>505-44000-582103</u>	INT-2001 SERIES B BONDS	31,449.00	31,449.00	2,249.43	18,121.56	13,327.44	42.38 %
<u>505-44000-582104</u>	DEBT SERVICE 2001 BONDS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>505-44000-582304</u>	JP MORGAN BOND INTEREST	47,457.00	47,457.00	0.00	98,285.63	-50,828.63	-107.10 %
Expense Total:		3,703,586.00	3,703,586.00	236,512.13	2,529,931.17	1,173,654.83	31.69 %
Fund: 505 - WATER/SEWER FUND Surplus (Deficit):		0.00	0.00	105,397.84	369.23	369.23	0.00 %

Fund: 510 - ELECTRIC FUND

Revenue

<u>510-344311</u>	SALES OF ELECTRICITY	6,310,894.00	6,310,894.00	678,640.88	4,335,164.85	-1,975,729.15	31.31 %
<u>510-344312</u>	LIGHT PERMITS	2,000.00	2,000.00	100.00	300.00	-1,700.00	85.00 %
<u>510-344313</u>	LIGHT SERVICE CHARGE	2,000.00	2,000.00	0.00	150.00	-1,850.00	92.50 %
<u>510-389001</u>	LIGHT MISCELLANEOUS	120,000.00	120,000.00	-5.00	26,213.42	-93,786.58	78.16 %
Revenue Total:		6,434,894.00	6,434,894.00	678,735.88	4,361,828.27	-2,073,065.73	32.22 %

Expense

<u>510-46000-511101</u>	SALARIES & WAGES	456,000.00	456,000.00	40,713.69	244,281.90	211,718.10	46.43 %
<u>510-46000-512101</u>	HEALTH INSURANCE	33,000.00	33,000.00	12,253.15	37,274.92	-4,274.92	-12.95 %
<u>510-46000-512102</u>	LIFE INSURANCE	7,000.00	7,000.00	238.29	1,440.09	5,559.91	79.43 %
<u>510-46000-512104</u>	DENTAL INSURANCE	0.00	0.00	266.70	1,360.03	-1,360.03	0.00 %
<u>510-46000-512105</u>	RETIREMENT INSURANCE	46,000.00	46,000.00	4,616.21	26,624.30	19,375.70	42.12 %
<u>510-46000-512106</u>	VISION INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>510-46000-512201</u>	SOCIAL SECURITY TAX	35,000.00	35,000.00	2,992.31	17,899.21	17,100.79	48.86 %
<u>510-46000-521201</u>	PROFESSIONAL SERVICES	9,500.00	9,500.00	3,703.75	11,051.46	-1,551.46	-16.33 %
<u>510-46000-521202</u>	LEGAL AND AUDITING	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>510-46000-522201</u>	REPAIRS AND MAINT EQPT	27,500.00	27,500.00	1,821.14	25,568.01	1,931.99	7.03 %
<u>510-46000-522203</u>	REPAIRS AND MAINT BLDG	5,000.00	5,000.00	756.99	1,366.49	3,633.51	72.67 %
<u>510-46000-522204</u>	REPAIRS AND MAINT SYSTEM	25,000.00	25,000.00	22,331.87	63,047.42	-38,047.42	-152.19 %
<u>510-46000-522321</u>	EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>510-46000-523101</u>	INSURANCE W/C & LIABILITY	28,000.00	28,000.00	0.00	19,620.84	8,379.16	29.93 %
<u>510-46000-523201</u>	TELEPHONE	7,500.00	7,500.00	517.01	6,059.01	1,440.99	19.21 %

My Budget Report

For Fiscal: 2019 Period Ending: 08/31/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>510-46000-523701</u>	TRAINING/EDUCATION	7,000.00	7,000.00	1,124.12	7,133.97	-133.97	-1.91 %
<u>510-46000-523901</u>	MISCELLANEOUS	300.00	300.00	0.00	86.02	213.98	71.33 %
<u>510-46000-523904</u>	RECRUITMENT EXPENSE	0.00	0.00	0.00	24.00	-24.00	0.00 %
<u>510-46000-531101</u>	TIRES & TUBES	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>510-46000-531102</u>	MATERIALS AND SUPPLIES	120,000.00	120,000.00	5,595.11	46,834.74	73,165.26	60.97 %
<u>510-46000-531103</u>	POSTAGE	100.00	100.00	0.00	109.42	-9.42	-9.42 %
<u>510-46000-531250</u>	ENERGY-OIL	0.00	0.00	0.00	31.75	-31.75	0.00 %
<u>510-46000-531270</u>	ENERGY-GASOLINE/DIESEL	15,000.00	15,000.00	1,905.97	12,809.93	2,190.07	14.60 %
<u>510-46000-531275</u>	ENERGY-UTILITIES	175,000.00	175,000.00	3,514.64	45,834.24	129,165.76	73.81 %
<u>510-46000-531330</u>	INV PCH FOR RSALE-ELECTR	4,124,545.00	4,124,545.00	385,790.99	2,668,125.08	1,456,419.92	35.31 %
<u>510-46000-531701</u>	UNIFORMS	10,000.00	10,000.00	1,393.71	13,539.74	-3,539.74	-35.40 %
<u>510-46000-541200</u>	SITE IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>510-46000-541401</u>	SYSTEM IMPROVEMENTS	140,000.00	140,000.00	2,307.89	88,014.75	51,985.25	37.13 %
<u>510-46000-541402</u>	LIGHT DIST SYSTEM	2,949.00	2,949.00	0.00	10,187.60	-7,238.60	-245.46 %
<u>510-46000-542501</u>	EQUIPMENT	20,000.00	20,000.00	0.00	12,779.13	7,220.87	36.10 %
<u>510-46000-551000</u>	DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>510-46000-574001</u>	UNCOLLECTIBLE REVENUE	40,000.00	40,000.00	0.00	-21.43	40,021.43	100.05 %
<u>510-46000-581000</u>	OPERATING TRANSFERS OUT	1,100,000.00	1,100,000.00	0.00	0.00	1,100,000.00	100.00 %
Expense Total:		6,434,894.00	6,434,894.00	491,843.54	3,361,082.62	3,073,811.38	47.77 %
Fund: 510 - ELECTRIC FUND Surplus (Deficit):		0.00	0.00	186,892.34	1,000,745.65	1,000,745.65	0.00 %

Fund: 515 - GAS FUND

Revenue							
<u>515-344411</u>	SALES OF GAS	1,336,575.00	1,336,575.00	59,439.20	1,063,353.87	-273,221.13	20.44 %
<u>515-344412</u>	GAS TAPS	100.00	100.00	0.00	0.00	-100.00	100.00 %
<u>515-344417</u>	GAS SERVICE CHARGE	200.00	200.00	0.00	30.00	-170.00	85.00 %
<u>515-344414</u>	GAS PERMITS	500.00	500.00	25.00	335.00	-165.00	33.00 %
<u>515-344415</u>	GAS RATE REFUNDS	60,000.00	60,000.00	0.00	57,089.34	-2,910.66	4.85 %
<u>515-589001</u>	MISCELLANEOUS INCOME	0.00	0.00	0.00	142.11	-142.11	0.00 %
Revenue Total:		1,397,375.00	1,397,375.00	59,464.20	1,120,950.32	-276,424.68	19.78 %
Expense							
<u>515-47000-511101</u>	SALARIES & WAGES	132,600.00	132,600.00	16,206.95	92,457.54	40,142.46	30.27 %
<u>515-47000-512101</u>	HEALTH INSURANCE	26,500.00	26,500.00	2,620.40	9,718.52	16,781.48	63.33 %
<u>515-47000-512102</u>	LIFE INSURANCE	2,200.00	2,200.00	82.08	587.80	1,612.20	73.28 %
<u>515-47000-512104</u>	DENTAL INSURANCE	0.00	0.00	61.38	368.28	-368.28	0.00 %
<u>515-47000-512105</u>	RETIREMENT INSURANCE	26,000.00	26,000.00	1,839.50	10,493.97	15,506.03	59.64 %
<u>515-47000-512106</u>	VISION INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>515-47000-512201</u>	SOCIAL SECURITY TAX	11,000.00	11,000.00	1,232.40	7,026.02	3,973.98	36.13 %
<u>515-47000-521201</u>	PROFESSIONAL SERVICES	15,000.00	15,000.00	2,818.82	8,683.21	6,316.79	42.11 %
<u>515-47000-521202</u>	LEGAL & AUDITING	0.00	0.00	0.00	284.00	-284.00	0.00 %
<u>515-47000-522201</u>	REPAIRS AND MAINT EQPT	18,000.00	18,000.00	1,223.15	14,464.21	3,535.79	19.64 %
<u>515-47000-522202</u>	REPAIRS & MAINT BLDG	7,000.00	7,000.00	82.28	386.31	6,613.69	94.48 %
<u>515-47000-522204</u>	REPAIRS AND MAINT SYSTEM	25,000.00	25,000.00	3,569.39	9,203.36	15,796.64	63.19 %
<u>515-47000-523101</u>	INSURANCE W/C & LIABILITY	27,000.00	27,000.00	0.00	15,970.41	11,029.59	40.85 %
<u>515-47000-523201</u>	TELEPHONE	7,000.00	7,000.00	528.20	5,609.53	1,390.47	19.86 %
<u>515-47000-523201</u>	LEGAL ADVERTISEMENT/OTHER	2,000.00	2,000.00	0.00	398.00	1,602.00	80.10 %
<u>515-47000-523701</u>	TRAINING/EDUCATION	8,000.00	8,000.00	0.00	4,654.78	3,345.22	41.82 %
<u>515-47000-523901</u>	MISCELLANEOUS	0.00	0.00	0.00	8,901.50	-8,901.50	0.00 %
<u>515-47000-523904</u>	RECRUITMENT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>515-47000-531101</u>	TIRES & TUBES	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>515-47000-531102</u>	MATERIALS AND SUPPLIES	30,000.00	30,000.00	3,243.43	18,363.92	11,636.08	38.79 %
<u>515-47000-531103</u>	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>515-47000-531250</u>	ENERGY - OIL	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>515-47000-531270</u>	ENERGY-GASOLINE/DIESEL	9,000.00	9,000.00	707.58	6,401.95	2,598.05	28.87 %
<u>515-47000-531275</u>	ENERGY-UTILITIES	8,500.00	8,500.00	400.00	2,800.00	5,700.00	67.06 %
<u>515-47000-531520</u>	INV PCH FOR RSALE-GAS	714,700.00	714,700.00	24,032.66	467,569.66	247,130.34	34.58 %
<u>515-47000-531701</u>	UNIFORMS	6,500.00	6,500.00	1,450.42	9,529.52	-3,029.52	-46.61 %
<u>515-47000-541401</u>	SYSTEM IMPROVEMENTS	35,000.00	35,000.00	0.00	5,320.00	29,680.00	84.80 %

My Budget Report

For Fiscal: 2019 Period Ending: 08/31/2019

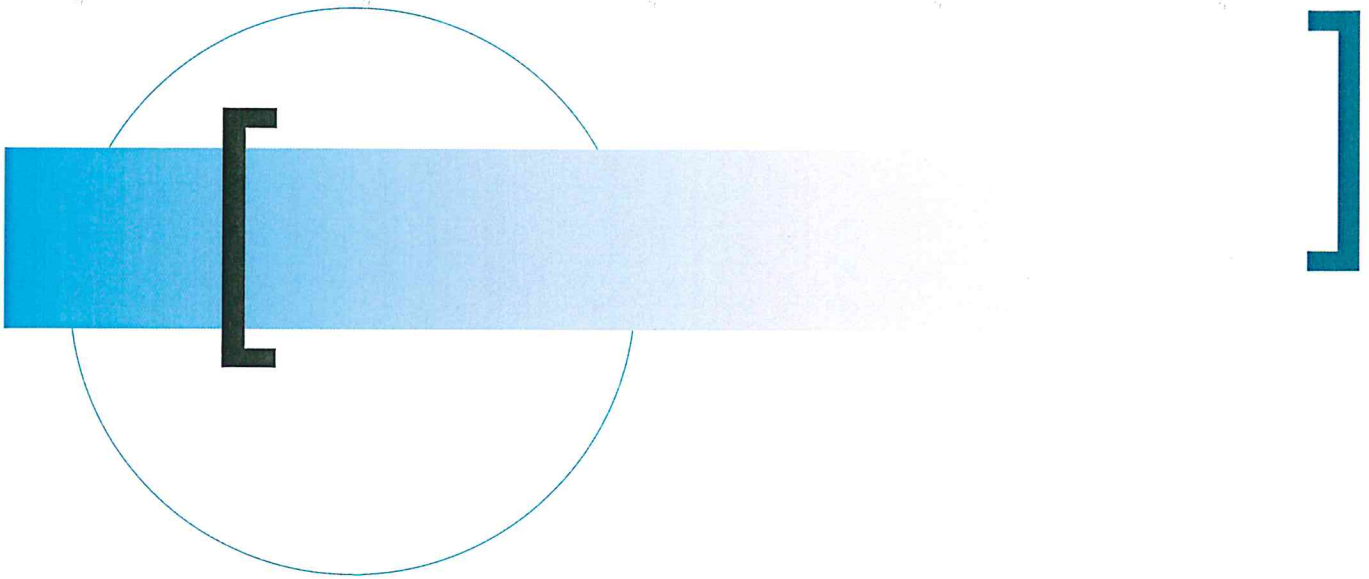
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>515-47000-542501</u>	EQUIPMENT	29,875.00	29,875.00	37,031.00	38,989.41	-9,114.41	-30.51 %
<u>515-47000-561000</u>	DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>515-47000-574001</u>	UNCOLLECTIBLE REVENUE	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00 %
<u>515-47000-581301</u>	PRINCIPAL-GAS REPLACE PRJ	158,000.00	158,000.00	0.00	91,730.00	66,270.00	41.94 %
<u>515-47000-582304</u>	INTEREST-GAS LINE REPLACE	90,000.00	90,000.00	0.00	32,998.46	57,001.54	63.34 %
Expense Total:		1,397,375.00	1,397,375.00	97,129.64	862,910.36	534,464.64	38.25 %
Fund: 515 - GAS FUND Surplus (Deficit):		0.00	0.00	-37,665.44	258,039.96	258,039.96	0.00 %
Fund: 520 - SANITATION FUND							
Revenue							
<u>520-344111</u>	GARBAGE FEES	370,642.00	370,642.00	31,605.96	258,608.88	-112,033.12	30.23 %
<u>520-389002</u>	WORKERS COMPENSATION INSURA	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>520-391200</u>	OP TRANSFERS IN-FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
Revenue Total:		370,642.00	370,642.00	31,605.96	258,608.88	-112,033.12	30.23 %
Expense							
<u>520-45000-511101</u>	SALARIES & WAGES	120,000.00	120,000.00	12,582.50	78,481.18	41,518.82	34.60 %
<u>520-45000-512101</u>	HEALTH INSURANCE	20,000.00	20,000.00	5,240.80	19,437.04	562.96	2.81 %
<u>520-45000-512102</u>	LIFE INSURANCE	1,000.00	1,000.00	89.70	618.00	382.00	38.20 %
<u>520-45000-512104</u>	DENTAL INSURANCE	0.00	0.00	122.76	736.56	-736.56	0.00 %
<u>520-45000-512105</u>	RETIREMENT INSURANCE	10,000.00	10,000.00	1,428.14	8,907.75	1,092.25	10.92 %
<u>520-45000-512106</u>	VISION INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>520-45000-512201</u>	SOCIAL SECURITY TAX	8,000.00	8,000.00	947.71	5,914.70	2,085.30	26.07 %
<u>520-45000-521201</u>	PROFESSIONAL SERVICES	206,000.00	206,000.00	19,753.00	158,739.30	47,260.70	22.94 %
<u>520-45000-522201</u>	REPAIRS AND MAINT EQPT	20,000.00	20,000.00	1,113.88	11,212.82	8,787.18	43.94 %
<u>520-45000-522202</u>	REPAIRS AND MAINT RADIO	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>520-45000-522203</u>	REPAIRS & MAINT BLDG	0.00	0.00	0.00	1,796.50	-1,796.50	0.00 %
<u>520-45000-523101</u>	INSURANCE W/C & LIABILITY	10,000.00	10,000.00	0.00	5,358.90	4,641.10	46.41 %
<u>520-45000-523201</u>	TELEPHONE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>520-45000-523701</u>	TRAINING/EDUCATION	1,000.00	1,000.00	133.35	324.95	675.05	67.51 %
<u>520-45000-523901</u>	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>520-45000-523904</u>	RECRUITMENT	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>520-45000-523909</u>	LANDFILL	18,000.00	18,000.00	5,236.71	20,606.72	-2,606.72	-14.48 %
<u>520-45000-523918</u>	DUMPSTER EXPENSE	7,500.00	7,500.00	537.99	9,806.28	-2,306.28	-30.75 %
<u>520-45000-523922</u>	GRINDING EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>520-45000-531101</u>	TIRES & TUBES	4,000.00	4,000.00	65.00	1,147.64	2,852.36	71.31 %
<u>520-45000-531102</u>	MATERIALS AND SUPPLIES	1,000.00	1,000.00	82.96	623.66	376.34	37.63 %
<u>520-45000-531250</u>	ENERGY-OIL	500.00	500.00	0.00	367.89	132.11	26.42 %
<u>520-45000-531270</u>	ENERGY-GASOLINE/DIESEL	18,000.00	18,000.00	1,517.25	12,931.77	5,068.23	28.16 %
<u>520-45000-531701</u>	UNIFORMS	4,000.00	4,000.00	736.90	3,702.33	297.67	7.44 %
<u>520-45000-542501</u>	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>520-45000-561000</u>	DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>520-45000-574001</u>	UNCOLLECTIBLE REVENUE	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>520-45000-581200</u>	PRINCIPAL - CAPITAL LEASE	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>520-45000-582200</u>	INTEREST - CAPITAL LEASE	0.00	0.00	0.00	0.00	0.00	0.00 %
Expense Total:		452,000.00	452,000.00	49,588.65	340,713.99	111,286.01	24.62 %
Fund: 520 - SANITATION FUND Surplus (Deficit):		-81,358.00	-81,358.00	-17,982.69	-82,105.11	-747.11	-0.92 %
Report Surplus (Deficit):		-235,700.00	-255,700.00	-177,060.81	-1,211,732.08	-956,032.08	-373.89 %

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - GENERAL FUND						
Revenue	6,438,503.00	6,438,503.00	167,206.53	2,287,207.11	-4,151,295.89	64.48 %
Expense	6,120,040.00	6,140,040.00	635,906.76	4,964,355.68	1,175,684.32	19.15 %
Fund: 100 - GENERAL FUND Surplus (Deficit):	318,463.00	298,463.00	-468,700.23	-2,677,148.57	-2,975,611.57	996.98 %
Fund: 215 - EMRG TEL 911 SYS						
Revenue	98,845.00	98,845.00	7,679.21	65,199.80	-33,645.20	34.04 %
Expense	315,950.00	315,950.00	36,433.29	236,467.40	79,482.60	25.16 %
Fund: 215 - EMRG TEL 911 SYS Surplus (Deficit):	-217,105.00	-217,105.00	-28,754.08	-171,267.60	45,837.40	21.11 %
Fund: 300 - SPLOST REC HARRIS COUNTY						
Revenue	0.00	0.00	0.00	240,811.10	240,811.10	0.00 %
Expense	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 300 - SPLOST REC HARRIS COUNTY Surplus (Deficit):	0.00	0.00	0.00	240,811.10	240,811.10	0.00 %
Fund: 310 - TSPLOST						
Revenue	18,000.00	18,000.00	1,813.27	13,892.58	-4,107.42	22.82 %
Expense	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 310 - TSPLOST Surplus (Deficit):	18,000.00	18,000.00	1,813.27	13,892.58	-4,107.42	22.82 %
Fund: 320 - SPLOST IV TROUP COUNTY						
Revenue	708,450.00	708,450.00	0.00	137,115.96	-571,334.04	80.65 %
Expense	1,082,150.00	1,082,150.00	0.00	360,999.25	721,150.75	66.64 %
Fund: 320 - SPLOST IV TROUP COUNTY Surplus (Deficit):	-373,700.00	-373,700.00	0.00	-223,883.29	149,816.71	40.09 %
Fund: 330 - SPLOST HARRIS COUNTY 2014						
Revenue	100,000.00	100,000.00	0.00	58,695.74	-41,304.26	41.30 %
Expense	0.00	0.00	0.00	40,534.59	-40,534.59	0.00 %
Fund: 330 - SPLOST HARRIS COUNTY 2014 Surplus (Deficit):	100,000.00	100,000.00	0.00	18,161.15	-81,838.85	81.84 %
Fund: 340 - Splost V Troup County 2019						
Revenue	0.00	0.00	74,309.75	408,007.45	408,007.45	0.00 %
Expense	0.00	0.00	0.00	4,983.06	-4,983.06	0.00 %
Fund: 340 - Splost V Troup County 2019 Surplus (Deficit):	0.00	0.00	74,309.75	403,024.39	403,024.39	0.00 %
Fund: 350 - SPLOST HARRIS COUNTY 2019						
Revenue	0.00	0.00	7,628.43	7,628.43	7,628.43	0.00 %
Expense	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 350 - SPLOST HARRIS COUNTY 2019 Surplus (Deficit):	0.00	0.00	7,628.43	7,628.43	7,628.43	0.00 %
Fund: 505 - WATER/SEWER FUND						
Revenue	3,703,586.00	3,703,586.00	341,909.97	2,530,300.40	-1,173,285.60	31.68 %
Expense	3,703,586.00	3,703,586.00	236,512.13	2,529,931.17	1,173,654.83	31.69 %
Fund: 505 - WATER/SEWER FUND Surplus (Deficit):	0.00	0.00	105,397.84	369.23	369.23	0.00 %
Fund: 510 - ELECTRIC FUND						
Revenue	6,434,894.00	6,434,894.00	678,735.88	4,361,828.27	-2,073,065.73	32.22 %
Expense	6,434,894.00	6,434,894.00	491,843.54	3,361,082.62	3,073,811.38	47.77 %
Fund: 510 - ELECTRIC FUND Surplus (Deficit):	0.00	0.00	186,892.34	1,000,745.65	1,000,745.65	0.00 %
Fund: 515 - GAS FUND						
Revenue	1,397,375.00	1,397,375.00	59,464.20	1,120,950.32	-276,424.68	19.78 %
Expense	1,397,375.00	1,397,375.00	97,129.64	862,910.36	534,464.64	38.25 %
Fund: 515 - GAS FUND Surplus (Deficit):	0.00	0.00	-37,665.44	258,039.96	258,039.96	0.00 %
Fund: 520 - SANITATION FUND						
Revenue	370,642.00	370,642.00	31,605.96	258,608.88	-112,033.12	30.23 %
Expense	452,000.00	452,000.00	49,588.65	340,713.99	111,286.01	24.62 %
Fund: 520 - SANITATION FUND Surplus (Deficit):	-81,358.00	-81,358.00	-17,982.69	-82,105.11	-747.11	-0.92 %
Report Surplus (Deficit):	-235,700.00	-255,700.00	-177,060.81	-1,211,732.08	-956,032.08	-373.89 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - GENERAL FUND	318,463.00	298,463.00	-468,700.23	-2,677,148.57	-2,975,611.57
215 - EMRG TEL 911 SYS	-217,105.00	-217,105.00	-28,754.08	-171,267.60	45,837.40
300 - SPLOST REC HARRIS COUNT	0.00	0.00	0.00	240,811.10	240,811.10
310 - TSPLOST	18,000.00	18,000.00	1,813.27	13,892.58	-4,107.42
320 - SPLOST IV TROUP COUNTY	-373,700.00	-373,700.00	0.00	-223,883.29	149,816.71
330 - SPLOST HARRIS COUNTY 20:	100,000.00	100,000.00	0.00	18,161.15	-81,838.85
340 - Splost V Troup County 2019	0.00	0.00	74,309.75	403,024.39	403,024.39
350 - SPLOST HARRIS COUNTY 20:	0.00	0.00	7,628.43	7,628.43	7,628.43
505 - WATER/SEWER FUND	0.00	0.00	105,397.84	369.23	369.23
510 - ELECTRIC FUND	0.00	0.00	186,892.34	1,000,745.65	1,000,745.65
515 - GAS FUND	0.00	0.00	-37,665.44	258,039.96	258,039.96
520 - SANITATION FUND	-81,358.00	-81,358.00	-17,982.69	-82,105.11	-747.11
Report Surplus (Deficit):	-235,700.00	-255,700.00	-177,060.81	-1,211,732.08	-956,032.08



DEPARTMENT REPORTS

Fire Department

Planning Department

Police Department

Public Works

Utility Department

August 2019

Fires-NFIRS Series 100	9
NFIRS Series 200-Overpressure, rupture, explosion, overheat (no fire)	0
NFIRS Series 300-Rescue and EMS Incidents	4
NFIRS Series 400-Haradous Condition (no fire)	2
NFIRS Series 500-Service Call	0
NFIRS Series 600-Good Intent Call	3
NFIRS Series 700-False Alarm and False Calls	6
NFIRS Series 800	0
Severe Weather and Natural Disaster	
NFIRS Series 900 -Special Incident Type	0
Mutual aid fire responses TC	0
Mutual aid fire responses HC	0
Mutual aid fire responded Lanett	0
Automatic aid fire responses to TC	0
Automatic aid fire responses HC	0
Automatic aid fire responses from Lanett	0
TOTAL FIRE BY WPDF AND PARTNERS	24
EMS Patient Disposition	
EAMC-Lanier	20
EAMC-Opelika	3
WGMC	33
No Transport	27
Landing Zone	1
Midtown Medical Center	0
TOTAL EMS INCIDENTS BY WPDF	84
Mutual aid EMS provided to TC	1
Mutual aid EMS provided to HC	1
Mutual aid EMS provided to Lanett or Valley EMS	1
Mutual aid EMS from TC	0
Mutual aid EMS from HC	0
Mutaul aid EMS from Lanett	1
TOTAL EMS by WPDF and PARTNERS	88



Community Development Department
August 1 – 31, 2019

Permits Issued –	4
Elec. Water, Gas	2
Building	2

Inspections -	27
Industrial	1
New Commercial	5
Remodel Comm.	2
New Residential	7
Remodel Res.	12

Certificate of Occupancy-	6
----------------------------------	----------

Soil and Erosion -	9
NOI / NOT	1
Plan Submittal	2
BMP Infractions	6
Citations	0

Plan Reviews-	1
Commercial	0
Residential	0
Other	0

Hearings -	5
No Shows	1

Public Notices-	5
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Structures Demolished-	4
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Statistical Counts Report

For records with dates between 8/1/2019 and 8/31/2019

WEST POINT PD

PAGE 1 OF 1

Incident Reports Created	<u>ALL</u> 71	<u>INCIDENTS</u> 55	<u>MISC.</u> 14	<u>FAMILY VIOL.</u> 2
Incident Reports Cleared	<u>ALL</u> 58	<u>BY ARREST</u> 18	<u>UNFOUNDED</u> 7	<u>EXCEPTIONALLY</u> 33
Property Involved			<u>STOLEN</u> \$10,674	<u>RECOVERED</u> \$0
Incident Type Level			<u>FELONY</u> 5	<u>MISDEMEANOR</u> 52
Investigative Files Opened				5
Investigative Files Assigned				5
Investigative Files Cleared				2
Drug Related Investigative Files Opened				0
Drug Related Investigative Files Cleared				0
Arrests / Booking Records				18
Citations Issued				104
Warnings Issued				78
<u>Court Services</u>			<u>RECEIVED</u>	<u>SERVED</u>
Civil Papers			0	0
Subpoenas			0	0
Warrants			14	19
Accident Reports		<u>ALL</u> 30	<u>CRASH</u> 23	<u>PRIV PROP</u> 7

Call Count by Call Category per Day of Week

For (Day of Week)

Creation Date: 09/02/2019 10:25:32 PM

Grouping: Day of Week

Date Range: 08/01/2019 12:00:00 AM - 08/31/2019 11:59:59 PM

Filter Criteria:

Summary Information

Day of Week	Total Calls	Call Category			Call Service (Emergency Incoming)					Outgoing (Emergency , Non- Emergency, Other)	Abandoned (Emergency)	Avg Wait (Emergency Incoming)
		Emergency	Non- Emergency	Other	Wire-Line	Wireless	VoIP	SMS	Unknown			
Total	364	347	17	0	73	270	4	0	0	17	16	00:00:08

Call Count by Call Category per Day of Week

For (Day of Week)

Creation Date: 09/02/2019 10:25:32 PM

Grouping: Day of Week

Date Range: 08/01/2019 12:00:00 AM - 08/31/2019 11:59:59 PM

Filter Criteria:

Detail Information

Day of Week	Total Calls	Call Category			Call Service (Emergency Incoming)					Outgoing (Emergency , Non- Emergency, Other)	Abandoned (Emergency)	Avg Wait (Emergency Incoming)
		Emergency	Non-Emergency	Other	Wire-Line	Wireless	VoIP	SMS	Unknown			
Sun	54	51	3	0	6	45	0	0	0	3	3	00:00:12
Mon	39	38	1	0	7	31	0	0	0	1	1	00:00:06
Tue	23	22	1	0	7	13	2	0	0	1	1	00:00:06
Wed	54	49	5	0	15	33	1	0	0	5	4	00:00:07
Thu	71	69	2	0	17	52	0	0	0	2	2	00:00:07
Fri	69	67	2	0	11	55	1	0	0	2	2	00:00:10
Sat	54	51	3	0	10	41	0	0	0	3	3	00:00:06
Total	364	347	17	0	73	270	4	0	0	17	16	00:00:08

Call Count by Call Category per Day of Week

For (Day of Week)

Creation Date: 09/02/2019 10:25:32 PM

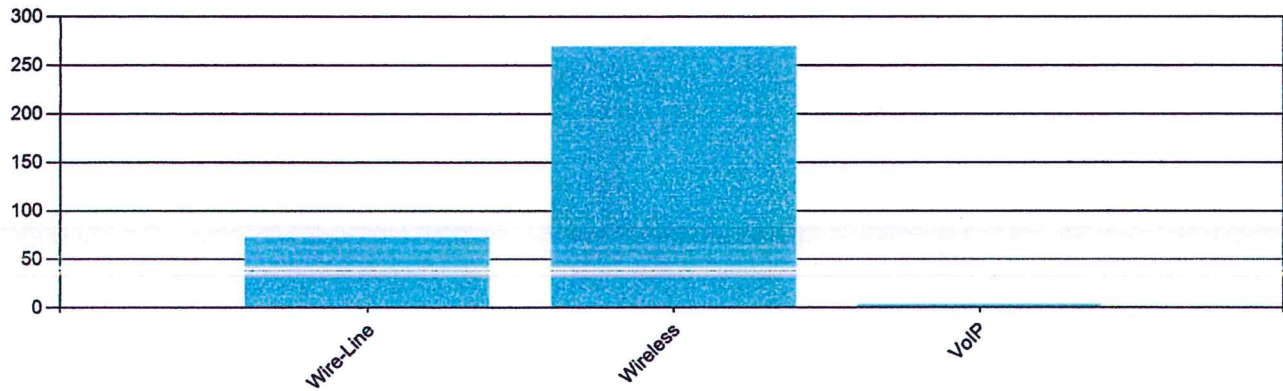
Grouping: Day of Week

Date Range: 08/01/2019 12:00:00 AM - 08/31/2019 11:59:59 PM

Filter Criteria:

Summary Chart

Call Count by Call Service (Emergency Incoming)



Call Count by Call Category per Day of Week

For (Day of Week)

Creation Date: 09/02/2019 10:25:32 PM

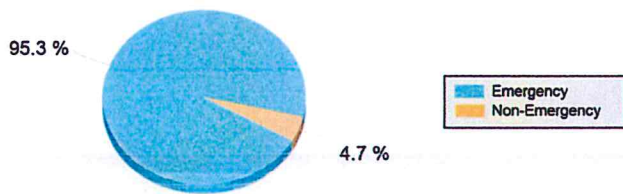
Grouping: Day of Week

Date Range: 08/01/2019 12:00:00 AM - 08/31/2019 11:59:59 PM

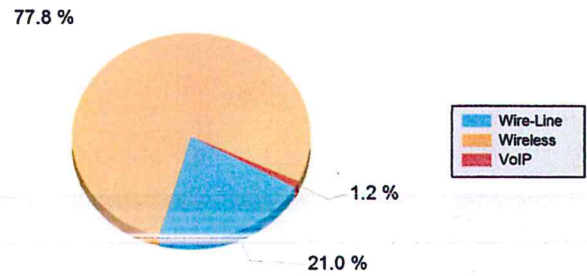
Filter Criteria:

Detail Chart

Call Count by Call Category



Call Count by Call Service (Emergency Incoming)



Call Count by Call Category per Day of Week

For (Day of Week)

Creation Date: 09/02/2019 10:25:32 PM

Grouping: Day of Week

Date Range: 08/01/2019 12:00:00 AM - 08/31/2019 11:59:59 PM

Filter Criteria:

Report Description

Report Definition: Provides the total number of processed calls per category and type for the specified date range and filter criteria. The possible call categories are:

- **Call Category:**
 - **Emergency** – Emergency call processed on either an incoming or outgoing trunk, or an SMS conversation between a caller and an agent.
 - **Non-Emergency** – Non-emergency call processed either on an incoming or outgoing line.
 - **Other** – Internal call (within the site) processed on an intercom, and any other non-emergency or non-administrative call.
- **Call Service (Emergency Incoming):**
 - **Wire-line** – Emergency incoming call that was transmitted through a wire or cable.
 - **Wireless** – Emergency incoming call that was transmitted through the air using a mobile telephone.
 - **VoIP (Voice over Internet Protocol)** – Emergency incoming call that was transmitted over a data network using the Internet Protocol.
 - **SMS (Short Message Service)** – Emergency incoming call (text message) that was transmitted through the air typically using a mobile device.
 - **Unknown** – Emergency incoming call for which we have insufficient data to determine the call service.
- **Outgoing** – New call that originated from within the site. (Transfers are not included here.) The outgoing call count includes:
 - **Emergency calls** – Console call back from an abandoned call.
 - **Non-Emergency calls** – Console to external location outside of the call center.
 - **Other calls** – Other non-emergency or non-administrative call.
- **Abandoned** – Emergency call where the caller hung up before the call was answered. The abandoned call count includes:
 - **Not Serviced calls** – Abandoned call where the calling party's number was recorded but the system did not find any call where the agent called the caller back.
 - **Serviced calls** – Abandoned call where the calling party's number was recorded and the system found that the agent called the caller back.
 - **Unserviceable** – Abandoned call where the calling party's number was not recorded or was invalid, so the agent could not call the caller back.

Also provides the wait duration, that is the number of seconds the caller waited before the emergency incoming call was answered or abandoned.

Users select the row detail or member for the call count report. Typically they may count calls for agents, consoles, trunks, and so on. The users may also choose to include up to two grouping levels. So, for example, the report could count calls received by Agents, grouped by Site and Class of Service (COS).

Report Notes:

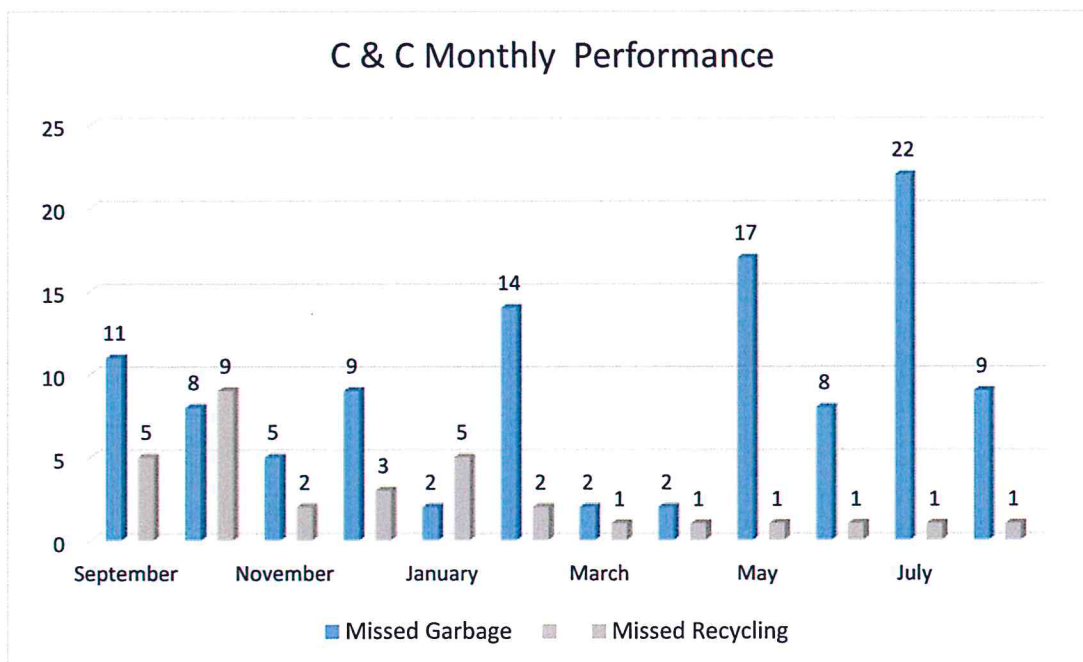
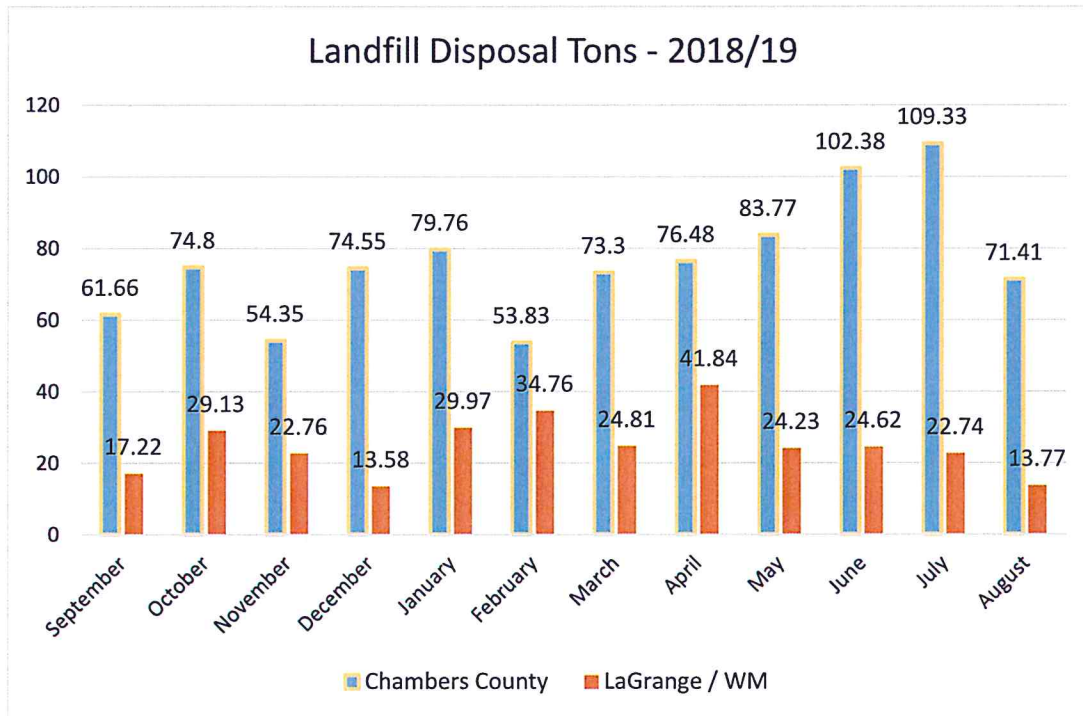
Public Works Department Activity Report

August 2019

Sanitation

- A total of 85 tons of solid waste (collected on city streets) was hauled to the local landfills* for the month. The chart below represents the totals for the past 12 months:

**Note: As of July 1, 2019 the LaGrange landfill was closed; MSW now being taken to Waste Management facility in Salem, Alabama*



Public Works Department Activity Report

Equipment

- Street Department ASV skid steer repairs have been completed. Engine starter and cables required replacement.
- Replacement main boom for the Ferri flail mower was finally located in Massachusetts after an extensive search. Unit should be back in service in early September. Sourcing parts for the Italian made unit has become problematic.

Streets

- Removal of the large maple tree located on Avenue E, near the corner of E. 9th Street has been completed. Plans are in place to replant a similar tree later this year.
- Remains of a large pecan tree were removed from the corner of 509 E. 9th Street and Avenue F (site on which house was recently removed).
- Work along the Kia Parkway right-of-way has been completed. The entire right-of-way has been cleared and trees and shrubs planted along the roadway have been reclaimed.
- Repaired and filled sink hole along 4th Avenue between sidewalk and pavement. The issue was caused by a hole in an old clay storm drain pipe.
- Large pothole repaired on E. 14th Street at the corner of Avenue K.
- After several months of durability testing, additional quantities of the two-part epoxy asphalt patch have been procured. This product allows for durable repairs of shallow asphalt delamination in the Downtown Business District without major interruptions in street access.

Floodplain/FEMA/EPD

- **Update** – Georgia EPD filed suit last year against AECOM concerning the mistakes made in constructing the Flood Insurance Rating Map (FIRM) panels affecting the City of West Point and surrounding areas. Unfortunately, AECOM prevailed on their Motion to Dismiss, primarily on the grounds that the State, as the Plaintiff, was not actually “damaged” and is therefore not the appropriate entity to file. A copy of the decision is attached.
- The path forward for the City is unclear at this point due to the high cost of litigation and unwillingness of AECOM to correct the FIRM errors.

GA DOT/ Bridge No. 0013999 – SR 18 over Long Cane Creek

- Letter of Concurrence was requested by GDOT contractor, Infrastructure Consulting & Engineering (ICE), for the replacement bridge plans for the subject structure adjacent to I-85 on 10th Street/SR 18. The City has responded that there are concerns over the proposed design elevation as it is lower than the existing structure that has flooded in the recent past. A complete review of the bridge and closely associated roundabout project has been requested.
- Additional questions have been sent to ICE concerning the proposed bridge design. The modeling used for the design still does not include all of the waterways that feed Long Cane Creek.

Public Works Department Activity Report

IN THE SUPERIOR COURT OF FULTON COUNTY STATE OF GEORGIA

GEORGIA ENVIRONMENTAL
PROTECTION DIVISION OF THE
DEPARTMENT OF NATURAL
RESOURCES,

Plaintiff,

v.

AECOM TECHNICAL SERVICES, INC.,

Defendant(s).

CIVIL ACTION FILE
NO. 2018CV312204

ORDER ON DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT

The above-styled matter is before the Court on Defendant AECOM Technical Services, Inc.'s ("AECOM") Motion to Dismiss Plaintiff Georgia Environmental Protection Division of the Department of Natural Resources' ("GDNR") Complaint ("Motion").

Plaintiff brings this action for breach of contract, professional negligence, and attorney's fees/indemnification arising from a subcontract related to a FEMA-headed project to update flood zone maps in the middle Chattahoochee region of Georgia, as part of the National Flood Insurance Program.¹ In short, FEMA contracted with GDNR to prepare the updated maps, and GDNR in turn entered a Professional Services Agreement with AECOM to perform a portion of the work. The Court declines to rehash here the details of the protracted and comprehensive process through which such maps are approved, as set forth in the parties' pleadings and briefs; but it is undisputed that the flood maps produced by AECOM for this project were accepted by FEMA and "became final and effective" on or around April 17, 2017. (Compl., ¶ 25; Def.'s Brief in Support of Mot.

¹ The contract between GDNR and AECOM specifically states that the services are being performed "in support of the FEMA Risk MAP program" (Ex. B to Complaint, p. 1.)

Public Works Department Activity Report

Dism.) In short, however, Plaintiff now asserts that it has since “carefully examined the hydraulic model and Flood Maps that AECOM produced and determined that AECOM committed several obvious and material engineering errors and failed to comply with guidance and standards imposed by [FEMA].” (Compl., ¶ 4.)

Having considered the pleadings, the applicable law, and the briefs submitted by counsel, the Court hereby GRANTS Defendant’s Motion for the reasons set forth in its Motion and briefs in support, which are incorporated by reference herein.

Specifically, this Court agrees with AECOM that GDNR has not shown that it has suffered any damages as a result of AECOM’s alleged failures. GDNR asserts that it “is obligated to re-create the hydraulic models and Flood Maps” (Compl., ¶ 7), but does not give any reason why it would be thus obliged, and moreover admits that the party who commissioned the maps (i.e., FEMA) has already accepted them and that they have been in effect for over two years. There is no indication that FEMA has asked GDNR to re-perform its contract—or, indeed, to take any action that would cause GDNR to incur any damages related to the maps at this point in time—such that it would support GDNR’s assertion that the maps produced by AECOM “failed to comply with guidance and standards imposed by FEMA.”² Paragraphs 32 through 48 of the Complaint identify numerous ways in which the engineering and, thus, the maps produced by AECOM were allegedly erroneous or otherwise defective, but it does not allege how it has been harmed by these averred deficiencies.³

² It is the Administrator of FEMA alone who is “authorized to consult with ... or enter into contracts with any persons or private firms” in order to “establish or update flood-risk zone data.” 42 U.S.C.A. §§ 4101(a); 4003(a)(6) (defining “Administrator” as used in § 4101(a) as “the Administrator of the Federal Emergency Management Agency”). See also *Normandy Pointe Assoc. v. Fed. Emergency Mgmt. Agency*, 105 F. Supp. 2d 822, 833 (S.D. Ohio 2000) (holding “the portion of the Act relied upon ... authorizes the Director of FEMA to establish and update floodplains”).

³ On page 5 of its Response in Opposition to AECOM’s Motion (“Response”), GDNR cites to paragraphs 3, 47, and 48 of the Complaint (the citation is actually to the Affidavit of the Affidavit of Jason Christian, though it’s clear the intended citation was the Complaint) for the proposition that “the Georgia EPD has paid several hundred thousand dollars for faulty workmanship and Flood Maps that inaccurately identify the flood risks for thousands of Georgia

Public Works Department Activity Report

Under Georgia law, “no person can bring an action until he has been actually damaged.” *Carr v. Jacuzzi Bros.*, 133 Ga. App. 70, 73, 210 S.E.2d 16, 19 (1974). In response to AECOM’s Motion, GDNR argues that it has been damaged because the flood maps are inaccurate. GDNR argues that AECOM’s position that no damage has been suffered is belied by common sense, and asserts such an argument is tantamount to one that “an architect who designed a house with a faulty foundation could avoid liability by stating that the homeowners paid for a house and she gave them a house.” But this Court finds the circumstances here to be more analogous to a general contractor hiring an architect to design a house as part of the general contractor’s contract with a homeowner, and then later taking it upon itself to identify faults with the design for which it sues the architect, even though the homeowner has not asserted any claims related to the defective design. To be sure, this Court is not holding that the architect has no liability in that instance. Rather, the architect is not liable to the general contractor absent the general contractor suffering some damage related to the architect’s work.⁴ Thus the Court finds that the Complaint here fails to state a claim upon which relief can be granted, in that Plaintiff has not actually been damaged⁵ by the breach alleged.

Finally, because the claim seeking attorney’s fees and expenses of litigation is derivative of the substantive causes of action, it too must fail. *See, e.g., J. Andrew Lunsford Prop., LLC v.*

property owners.” But the Complaint does not actually aver this, either at the cited paragraphs or, indeed, anywhere. Paragraph 48 does allege that GDNR has “suffered damages and is required to amend and modify the Flood Maps at considerable cost.” But, again, the Court is unable to conclude from the Complaint or GDNR’s Response that it actually has been required to amend and modify the maps at this point. This conclusion is further supported by the fact that nowhere in its Complaint or Response does GDNR list any amount whatsoever that it has been allegedly forced to pay, although this fact alone is not dispositive of the damages issue.

⁴ For this same reason, the Court finds the *Paul Davis Sys. of Savannah, Inc. v. Peth*, 201 Ga. App. 734, 735, 412 S.E.2d 279, 281 (1991) case cited by GDNR inapposite here: in that case, the person suing was the homeowner whose property had sustained the damage sought to be recovered in the lawsuit.

⁵ Although the Court also notes that GDNR’s admission that FEMA accepted AECOM’s maps and that they have been in use for two years also would seem to defeat GDNR’s Complaint to the extent it is based on the allegation that AECOM’s work does not meet FEMA’s standards.

Public Works Department Activity Report

Davis, 572 S.E. 2d 682, 685, 257 Ga. App. 720 (2002). Accordingly, Defendants' Motion to Dismiss is hereby GRANTED. As this matter disposes of the case in its entirety, the CLERK is DIRECTED to CLOSE the case.

SO ORDERED this 9th day of August, 2019.



Hon. Shukura I. Millender
Fulton County Superior Court
Atlanta Judicial Circuit

Distribution:
All counsel of record via E-File GA.

August 2019 Utility Department Reports

ELECTRIC					
Task Description	This Month (Completed)	Total YTD	This Month Year Ago	YTD Year Ago	
CHANGE ELECTRIC METER (CIS)	1	16	0	8	
CHANGE ELECTRIC SERVICE (CIS)	0	1	2	5	
CHANGE OUT POLE (CIS)	1	7	0	1	
CHANGE TRANSFORMER (CIS)	0	1	0	1	
CUSTOMER COMPLAINT-ELECTRIC (CIS)	0	4	0	6	
INSTALL NEW ELECTRIC SERVICE (CIS)	1	1	0	1	
INSTALL SECURITY LIGHT (CIS)	1	1	0	2	
INSTALL STREET LIGHT (CIS)	0	1	0	1	
LIMB/TREE ON LINE (CIS)	4	17	2	18	
LINE DOWN REPORTED (CIS)	0	9	0	8	
PERMANENT SERVICE-ELECTRIC (CIS)	1	2	0	3	
POWER - OTHER/MISCELLANEOUS (CIS)	10	79	9	63	
POWER OUTAGE (CIS)	6	61	8	79	
PULL POLE (CIS)	0	1	0	0	
REPAIR ELECTRIC SERVICE (CIS)	1	18	2	13	
REPAIR SECURITY LIGHT (CIS)	1	25	1	27	
REPAIR STREET LIGHT (CIS)	4	47	11	53	
REPAIR TRAFFIC LIGHT (CIS)	1	20	1	20	
TRIM RIGHT-OF-WAY (CIS)	0	0	0	1	
TURN OFF METER (CIS)	0	1	0	0	

August 2019 Utility Department Reports

GAS DEPARTMENT/UTILITY PROTECTION					
Task Description	This Month (Completed)	Total YTD	This Month Year Ago	YTD Year Ago	
Atmospheric Corrosion Monitoring & Maintenance (CIS)	0	0	0	1	
CUSTOMER COMPLAINT-GAS (CIS)	0	0	0	1	
Employee Training (Emergency Manual) (CIS)	0	1	0	0	
Inspect & Maintain Pipeline Valves (CIS)	0	0	0	0	
Install / Change Pressure Regulator (CIS)	0	1	0	2	
Install Meter Set (CIS)	0	0	1	3	
Install, Change Gas Meter (CIS)	0	1	0	347	
Install, Renew, Relocate, Abandon Main (CIS)	0	0	0	1	
Install, Renew, Relocate, Reinstate, Abandon Service (CIS)	0	14	1	5	
Install/Change ERT (CIS)	0	2	0	0	
Investigate Low Gas Press. Complaints (CIS)	0	2	0	0	
Investigate a Reported Gas Leak (CIS)	1	20	1	20	
Leak Recheck (CIS)	0	5	0	0	
Leak Recheck (CIS)	0	3	0	2	
Locate Underground Utilities (CIS)	22	296	46	206	
MISCELLANEOUS-GAS (CIS)	0	6	1	4	
ODORATOR MONTHLY TEST (CMMMS)	1	9	1	9	
Patrol Pipeline - Ground Level (CIS)	0	2	0	0	
Perform Leak Survey (CIS)	0	1	0	0	
Perform Pressure Test (CIS)	1	2	0	9	
Perform Sniff Test (CIS)	0	2	0	0	
Pull Gas Meter (CIS)	0	12	0	2	
Recertify Employees on Joining Plastic Pipe (CIS)	0	0	1	1	
Repair Pipeline Leaks - Above Ground (CIS)	0	2	0	0	
Repair Pipeline Leaks - Pla. (below ground) (CIS)	1	4	0	0	
Report of Gas Leak (CIS)	0	3	0	8	

August 2019 Utility Department Reports

Respond to a Pipeline Emergency - Pla. (CIS)	0	0	0	0
Restake UG Locates (CIS)	0	0	0	15
STATION INSPECTION (CMMS)	5	35	3	27
Survey Above Ground Facilities for A/C (CIS)	0	0	0	0
Turn off Meter Set (cus req & non-pay) (CIS)	0	0	0	0
Turn on Meter - 425 and < (CIS)	0	3	0	0
Turn/Off Gas Meter (CIS)	1	5	0	1
Witness Pressure Test (CIS)	0	0	1	2

SERVICE TRUCK				
Task Description	This Month (Completed)	Total YTD	This Month Year Ago	YTD Year Ago
CHANGE ELECTRIC METER (CIS)	0	1	0	0
CITY HALL WORK ORDER (CIS)	0	1	0	4
READ IN / READ OUT UTILITIES (CIS)	65	296	49	248
SERVICE TRUCK - MISCELLANEOUS (CIS)	0	3	0	1
TURN OFF UTILITIES (CIS)	10	59	16	98
TURN ON UTILITIES (CIS)	16	65	16	88

SEWER DEPARTMENT				
Task Description	This Month (Completed)	Total YTD	This Month Year Ago	YTD Year Ago
CAMERA MAIN LINE (CIS)	1	1	0	0
COLLECTION SYSTEM INSPECTION (CIS)	0	0	0	0
CUSTOMER COMPLAINT-SEWER (CIS)	0	0	0	2
JET SEWER LINE (CIS)	0	0	0	2
ODOR REPORTED (CIS)	0	1	0	2
REPAIR MANHOLE (CIS)	0	7	0	2

August 2019 Utility Department Reports

Repair Service Line (CIS)	2	2	0	0
SEWER BACKUP (CIS)	1	13	0	21
SEWER MISCELLANEOUS (CIS)	1	38	0	10

WATER DISTRIBUTION				
Task Description	This Month (Completed)	Total YTD	This Month Year Ago	YTD Year Ago
CHANGE METER BOX (CIS)	3	4	1	4
CHANGE WATER METER (CIS)	10	61	1	298
CHANGE WATER METER LID (CIS)	0	0	0	3
CHECK WATER PRESSURE (CIS)	2	12	0	16
CHECK WATER QUALITY (CIS)	1	2	1	12
CLEAN OUT WATER METER BOX (CIS)	0	1	0	1
CUSTOMER COMPLAINT-WATER (CIS)	2	5	1	10
FLOW TEST HYDRANT (CIS)	0	1	0	0
INVESTIGATE WATER LEAK (CIS)	2	32	1	44
MISCELLANEOUS/OTHER-WATER (CIS)	6	33	0	28
NEW WATER SERVICE (CIS)	0	5	0	6
Plant Maintenance (CIS)	0	1	0	0
REPAIR FIRE HYDRANT (CIS)	1	7	0	0
REPAIR LEAK - MAIN LINE (CIS)	1	1	0	2
REPAIR LEAK IN SERVICE LINE (CIS)	5	10	0	0
REPAIR WATER LINE (CIS)	3	9	0	1
REPLACE SERVICE LINE (CIS)	0	1	0	0
TURN OFF WATER METER (CIS)	0	10	0	9
WATER REPAIR - ROAD COMPLAINT (CIS)	3	5	0	0
WATER TAP REQUEST (CIS)	0	2	0	4

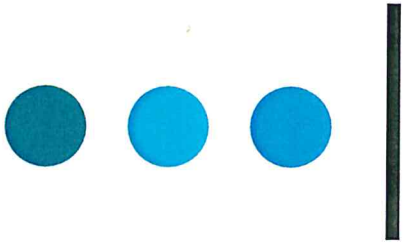
August 2019 Utility Department Reports

WATER TREATMENT PLANT					
Task Description	This Month (Completed)	Total YTD	This Month Year Ago	YTD Year Ago	
Inspect Generator (Fuller Road) (CMMS)	1	9	2	9	
Inspect Plant Pump Station & Control Panel (CMMS)	3	3	0	0	
PM Check (CMMS)	0	20	4	24	
Weekly PM (CMMS)	22	221	48	240	

Water Treatment Plant Flows August 2019

Water Withdrawn from River	August 2019 = 47,741,000 Gallons	July 2019 = 42,775,000 Gallons	August 2018 = 44,583,000 Gallons
Highest Day Withdrawal	August 2019 = 1,847,000 Aug 7th	July 2019 = 2,160,000 July 11th	August 2018 = 1,879,000 Gallons Aug 9th
Pumped to System	August 2019 = 43,689,000 Gallons	July 2019 = 38,143,000 Gallons	August 2018 = 39,038,000 Gallons
Highest Day PTS	August 2019 = 1,788,000 Aug 8th	July 2019 = 2,160,000 July 11th	August 2018 = 1,635,000 Gal on Aug 9th

Wastewater Treatment Plant Information Not Available



NEW BUSINESS

Attend: Thur Sept 5



MAYOR AND COUNCIL MEETING GUIDE

REQUEST TO ADDRESS MAYOR AND COUNCIL Work Session #2

Work Session #1 does not require a request form for a citizen to speak on an appropriate city issue.

Work Session #2 it is required that you describe the agenda item in detail on this form that you wish to address before Council and deliver to City Hall by 5 p.m. the day before the second work session. The request will be review by staff and delivered to the mayor who will call on those who wish to speak during the meeting as long as the request is based on a specific agenda item for the current meeting.

Council Business Meeting no public comment.

Work Session #1 is the Tuesday two weeks following the Council Business Meeting at 5:30 p.m. Citizens may address the City Council concerning any appropriate City issue. Speakers will be limited to 5 minutes and there will be a limit to the number of speakers on the same issue. Printed material welcomed.

Work Session #2 is the Thursday before the second Monday of each month at 5:30 p.m. Speakers will be allowed for agenda items only with a 5 minute time limit. Printed material welcomed.

Today's Date: 08.27.19

Name of Who Will Address Council: Patsy Cloninger

Home Address: 600 E. 8th Street, Apt - 206, 31833

Phone Number: 706.587.5945

Topic: Noise ordinance - Excessive

barking of dog after 12 a.m. including 2-3 a.m.
Details: Since Nov 2018 several residents of College Hill
have spoken w/ Mr. Willie Brooks on numerous occasions
to include Chief Britt and Capt. Carter of W.P.P.D. - No Resolution

Meeting Date: September 5, 2019

Signature: Patsy Cloninger

Council Business Meeting is the 2nd Monday of each month at 5:30 p.m. There will be no public comment at this meeting.

Office use only:

Date Received _____

Initial _____

City of West Point 2020 Budget Calendar

Tuesday, August 21, 2019	Budget request forms distributed to Departments at Department Directors.
Tuesday, August 27, 2019	City Manager reviews Budget Process with Mayor and City Council at work session <i>5:30 P.M.</i>
Wednesday, August 28 - - Tuesday, September 4, 2019	City Manager meets with Mayor and City Council in individual meetings
Monday, September 9, 2019	Department Directors meeting with City Manager to discuss budget <i>2:00 P.M.</i> Department budget request forms returned to City Manager
Wednesday, September 10 - - Tuesday, October 22, 2019	City Manager assembles budget request, compare with revenue estimates, and compiles the budget document City Manager meeting(s) with Department Directors - <i>Time - TBA</i>
Tuesday, October 29, 2019	Budget packets to Mayor and Council City manager presents budget for consideration in work session <i>5:30 P.M.</i> *Article in paper that budget has been submitted to the council and public meetings will be held specifically the public hearing held November 7 at <i>5:30 P.M.</i> (One Required Public Hearing) *Make the draft budget available to public *Copy of draft budget to news media
Tuesday, October 29 - - Friday, November 15, 2019	Mayor and Council review budget, submit question and meet with City Manager as needed
Thursday, November 7, 2019	*Public hearing #1 <i>5:30 P.M.</i> Announce Public Hearing #2 November 26 at <i>5:30 P.M.</i>
Thursday, November 7, 2019	Budget work session (following public hearing)
Tuesday, November 26, 2019	*Public hearing #2 for proposed budget <i>5:30 P.M.</i> Council Work Session
Thursday, December 5, 2019	Final Council review at Work Session <i>5:30 P.M.</i>
Monday, December 9, 2019	City Manager final review and revisions. Presentation of budget for adoption at council meeting <i>5:30 P.M.</i>

**City of West Point 2020
Budget Calendar**

Tuesday, December 10, 2019

Distribute the approved budget to departments, council, media, make available to the public, post on the city website and the Carl Vincent Institute web site.

Tuesday, January 1, 2020

Budget becomes effective.

* Public engagement enhances the Government's effectiveness and improves the quality of its decisions. Knowledge is widely dispersed in society, and public officials benefit from having access to that dispersed knowledge. The city will offer citizens opportunities to participate in policymaking and to provide their Government with the benefits of their collective expertise and information. The city will solicit public input on how we can increase and improve opportunities for public participation in Government.

**The budget calendar is prepared by the City Manager and may be amended by the City Council at any time during the budget process.

City of West Point

To: Honorable Mayor and City Council

Date
August 21, 2019

Report Prepared By:
Department:
Community Development &
Administration

Report Submitted By:
Dennis Dutton
Community Development
Director

Subject:

ANNEXATION: Mrs. Jean N. Miller of 2284 GA HWY 18 is requesting the annex into the City of West Point approximately 16.0 +/- acres.

Executive Summary:

Mrs. Jean N. Miller of 2284 GA HWY 18 is requesting the annex into the City of West Point approximately 16.0 +/- acres. The property belonging to Mrs. Miller is located in unincorporated Troup County. A contiguous portion of the property is already within the City limits of West Point. The plan is to annex a remainder of the total Miller property along GA HWY 18, into the city, while receiving the services and rights available to said property owner of the City of West Point. The annexation procedure, according to State Law and a City of West Point resolution was to follow the legal and proper sequence of Georgia Annexation Law. An application was filed accordingly, with recorded plats and deeds. An official notification was sent to Troup County by certified mail for acknowledgement by the Troup County staff. An official of Troup County submitted a letter to the City of West Point, where it stated that the County had no objection to the annexation based on land use. A total of thirty days has been given to the County before an annexation action is taken. Several Legal advertisements with the

Troup County News (legal organ) was given no less than 15 days, and no longer than 45 days as per the request to annex and rezoning of the property from Troup County's SFMD to the City of West Point's R-1A: Single Family – Low Density. The requested City zoning is the most comparable zoning designation to the County's zoning designation. After the Municipal Planning Board hears the petition, it will only make recommendation to the City Council. The City Council will then hear the annexation and zoning petition in order to adopt, deny, or table the annexation of the Miller property at 2284 GA HWY 18, West Point, GA.

Staff Recommendation:

Staff recommends approval of Mrs. Jean N. Miller's property into the City of West Point, GA. Staff also recommends the rezoning of said property from Troup County's zoning designation of Single Family Medium Density – SFMD to the City of West Point's zoning designation of Single Family (Low Density) – R-1A. The City's R-1A is the most comparable zoning designation to Troup County's SFMD. A letter from Troup County has stated, "No objection to the annexation based on the land use."

Impact:

Failure to annex Mrs. Miller's 16.0+/- acres would deny her the City's services, which includes Police and Fire service. Although she has made no request, she would have access to water and sewer. Again she will continue to reside on her property and has no plans to develop or rezone while she resides here.

Description:

Mrs. Jean N. Miller had reached out to the City of West Point to request that her approximate 16.0 acres of land be annexed into the City. The property belonging to Mrs. Jean N. Miller is located on GA HWY 18, West Point, Georgia 31833 in unincorporated Troup County.

The property contains a single family resident, with large parcels for pasture and hayfields. There is no immediate plan to divide or develop the property. The property owner only wishes to receive the services available from West Point, primarily Public Safety (Fire and Police protection).

Noticing Requirements/Public Outreach:

The annexation request requires a notification to Troup County Board of Commissioners, and County staff. Notification gives the County government to respond to annexation of Troup County parcel(s) into the City of West Point in five (5) days of public hearing and seven (7) days for the comparable zoning amendment and land use update. The County is given a total of no less than thirty (30) days before the City can take action. Since a public hearing is required, advertisement in the Troup County News is required.

Attachments:

The Troup County Notification Letter, with completed application, zoning map, Zoning District, Land Use/Character Area map, a Letter of No Objection by Troup County have been attached.



July 29, 2019

NOTIFICATION OF ANNEXATION

From: City of West Point
730 1st Avenue
West Point, GA 31833

To: The Board of County Commissioners of Troup County
100 Ridley Avenue, 3rd Floor
LaGrange, GA 30240

Dear Commissioners:

Please be advised that the City of West Point, Georgia, by the authority vested in the Mayor and the Council of the City of West Point, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, will consider the annexation of the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of West Point, in accordance with O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9 and within seven (7) calendar days of the filing of an application for zoning pursuant to O.C.G.A. § 36-36-11.

The property to be annexed is located in Land Lots 179 and 224 of the 5th Land District of Troup County, Georgia as shown on the attached map. The property is 16.0 acres and located on Georgia Highway 18 in Troup County. The owner of the property is Mrs. Jean H. Miller of 2284 GA HWY 18, West Point, Georgia 31833.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the Mayor and Council of the City of West Point, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

Pursuant to O.C.G.A. § 36-36-111 there shall be no final action by the Mayor and Council until such time that the objection process as required by HB 2 has been satisfied. If the county has an objection under O.C.G.A. 36-36-113, in accordance with the objection and resolution process, you must notify the Mayor and Council within thirty (30) calendar days of the receipt of this notice. A public hearing shall be scheduled for said property to be rezoned from Troup County's designation of Single-Family Medium Density (SFMD) to the City of West Point's designation of Single-Family Low Density (R-1A).

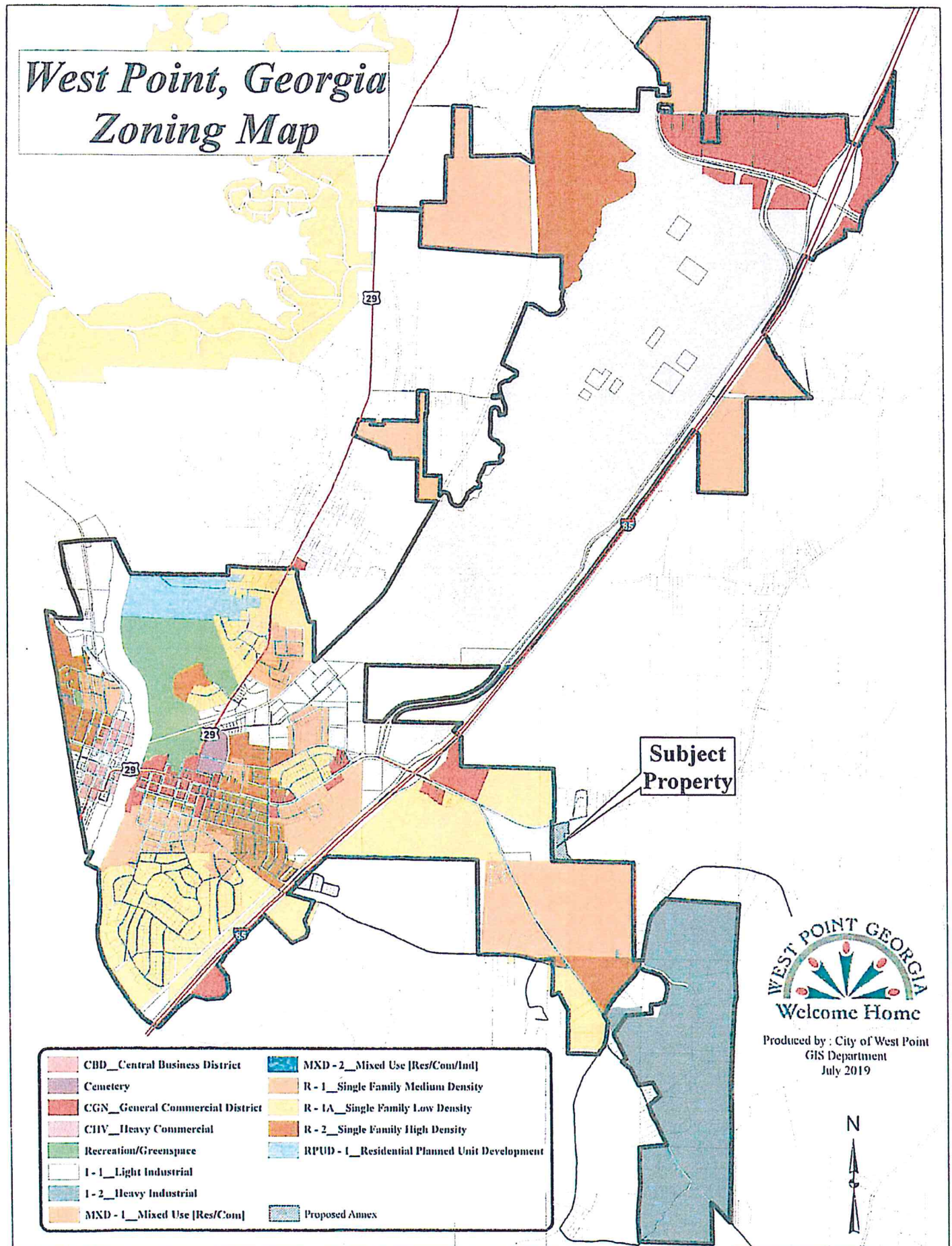
Sincerely,

A handwritten signature in black ink, appearing to read "Dennis S. Dutton", written over a horizontal line.

p.p. Dennis S. Dutton, Community Development Director
Steve Tramell, Mayor
City of West Point

Cc: Eric L. Mosley, County Manager
Jay Anderson, Community Development Director
Jeff Todd, City Attorney

West Point, Georgia Zoning Map



Produced by : City of West Point
GIS Department
July 2019





CITY OF WEST POINT, GEORGIA
Planning and Zoning Department
Post Office Box 487
West Point, Georgia 31833
Office (706) 645-3534
E-mail dennis.dutton@cityofwestpointga.com

APPLICATION FOR ANNEXATION

The purpose of the Annexation Zoning Policy is to provide a mechanism whereby land, which is subject to annexation by the City of West Point, shall be evaluated and a zoning district be decided upon to apply to said land upon the annexation becoming final.

Name of Applicant	<u>Mrs. Jean N. Miller</u>		
Mailing Address	<u>2284 GA HWY 18, West Point, GA 31833</u>		
Telephone	<u>706-585-0546</u>	Fax	<u>N/A</u>
Property Owner (Use back if multiple names)	<u>Mrs. Jean N. Miller</u>		
Mailing Address	<u>2284 GA HWY 18, West Point, GA 31833</u>		
Telephone	_____	Fax	_____
Address/Location of Property	<u>2284 GA HWY 18, West Point, GA 31833</u>		
County Zoning Classification	<u>SFMD</u>	Requested Zoning Classification	<u>R-1A</u>
Present Land Use	<u>Single-Family/Rural/Agricultural Use</u>		

Upon receipt of this application for annexation of property to the City, such application shall be placed on an agenda of the City Council meeting within 60 days of the filing of such application.

Petitioners for annexation must present to the Planning & Zoning Department the following information:

- ☒ A petition for annexation into the City of West Point, Georgia, which shall be in the form of a letter and include:
- ☒ Petitioner's Name
 - ☒ Mailing Address
 - ☒ Contact Telephone Number
 - ☒ Address or Tax Map Number of the property(s) proposed for annexation
 - ☒ County Zoning Classification(s)
 - ☒ Requested Zoning Classification(s)
 - ☒ Present Land Use of the property(s)
 - ☒ Proposed Land Use of the property(s)
- ☒ A completed property owners authorization form (attachment A). If multiple properties are being requested a separate application shall be submitted.
- ☒ A legal description of the property(s) and a legal description for each zoning classification being requested.

Application for Annexation Zoning

City of West Point, Georgia

- ✓ A survey by a licensed and registered land surveyor (which shall show, at a minimum, the extents of the property, size in acres, adjacent property owners, and the existing city limits line). One (1) plat 18" x 24" minimum and one (1) 8 1/2" x 11" shall be submitted with the application for annexation.
- ✓ Fees for the Annexation application shall be made payable to the City of West Point in the amount shown in the fee schedule.

The City shall notify Troup or Harris County of intent to annex within 5 business days of receipt of the request for annexation. This notification shall include all relevant data pertaining to the proposed land use of the area to be annexed. The Planning Commission will consider zoning and other relevant planning issues including whether the proposed annexation meets the intent of the Comprehensive Plan and whether the property should be annexed. Upon receiving a recommendation from the Planning Commission, the City Council may choose to proceed with annexation of the property. Upon approval of annexation of the property and placing a zoning designation with the property, the City shall submit the proposed annexation to the U.S. Department of Justice (DOJ) for review. Upon review and favorable comment from DOJ, the annexation is officially in place. The annexation shall be effective on the last day of the calendar quarter during which the annexation occurred.

The zoning classification approved by the City following the hearing shall become effective on the later of:

- > The date the zoning is approved by the Council, and
- > The date the annexation becomes effective pursuant to O.C.G.A. §30-30-4

All annexation into the City of West Point shall meet all of the requirements for resolution of land use conflicts as required by State House Bill 489.

Building Permits

No permits shall be issued for construction of a building on newly annexed property until the City of West Point receives clearance on the annexation request from the U.S. Department of Justice as required by the Voting Rights Act of 1965, as amended.

I do hereby certify that the information provided herein is both complete and accurate to the best of my knowledge, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Jean H. Miller
Applicant's Signature

5/22/19
Date

FOR OFFICIAL USE ONLY	
DATE RECEIVED	<u>5/24/2019</u>
RECEIVED BY	<u>CWP [Signature]</u>



City of West Point, Georgia

Attachment A

Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of an annexation of the property.

Name of Property Owner Jean H. Miller
Telephone Number 706-585-0546
Address of Subject Property 2284 GA Hwy 18
West Point, GA 31833

I swear that I am the owner or legal representative of the property which is the subject matter of the attached application, as it is shown in the records of Troup County or Harris County, Georgia.

Jean H. Miller
Signature of Property Owner/Legal Representative

Personally appeared before me

Jean H. Miller

who swears the information contained
in this authorization is true and correct
to the best of his/her knowledge and belief.

Helen F. Zachry
Notary Public 9-7-2020

(Affix Raised Seal Here)

5-22-19
Date

Summary

Parcel Number 0763 000042
 Location Address 2284 SR 18 HWY
 Legal Description 2284 SR 18 HWY-(HOME)
 (Note: Not to be used on legal documents)
 Class R4-Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Zoning 01-SFMD
 Tax District 01-UNINCORPORATED TROUP (District 01)
 Millage Rate 30.16
 Acres 13.41
 Neighborhood South West Troup County (CNT-SW)
 Homestead Exemption Yes (SC)
 Landlot/District 179 / 5TH
 Subdivision

[View Map](#)



Owner

MILLER JEAN HUNT
 2284 SR 18
 WEST POINT, GA 31833

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	5-SMALL PARCEL	Rural	1	13.41

Residential Improvement Information

Style One Family
 Heated Square Feet 2484
 Interior Walls Sheetrock
 Exterior Walls Masonry Brick
 Foundation Masonry
 Attic Square Feet 0
 Basement Square Feet 0
 Year Built 1963
 Roof Type Arch Shingles
 Flooring Type Carpet/Hardwood
 Heating Type Central Heat/AC
 Number Of Rooms 7
 Number Of Bedrooms 3
 Number Of Full Bathrooms 2
 Number Of Half Bathrooms 0
 Number Of Plumbing Extras 3
 Value \$118,100
 Condition Average
 Fireplaces/Appliances Const. 1 Sty / 1 Box 1
 House Address 2284 SR 18

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Utility / Metal / Avg	2002	10x8 / 0	0	\$990
Utility / Metal / Avg	2000	24x12 / 0	0	\$3,200
Pole Barn/Frame/Floor/Avg	2000	40x60 / 0	0	\$29,100
Utility / Metal / Avg	2000	20x30 / 0	0	\$6,800

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
9/27/2011	1624 275		\$0	Estate	MILLER JAMES W	MILLER JEAN HUNT
4/17/2009	1524 835	74 286	\$1,000	Non Fair Market Sale	COTTON DOROTHY R	MILLER JEAN H & JAMES W
2/20/2007	1393 718		\$5,000	Non Fair Market Sale	DOROTHY R COTTON	MILLER JEAN H & JAMES W
4/16/1992	601 11		\$0	Non Fair Market Sale	MILLER, JAMES W	DOROTHY R COTTON
3/1/1958	122 215		\$0	Non Fair Market Sale	COLLEY, L D	MILLER, JAMES W

Area Sales Report

Recent Sales in Area	Recent Sales in Neighborhood
--------------------------------------	--

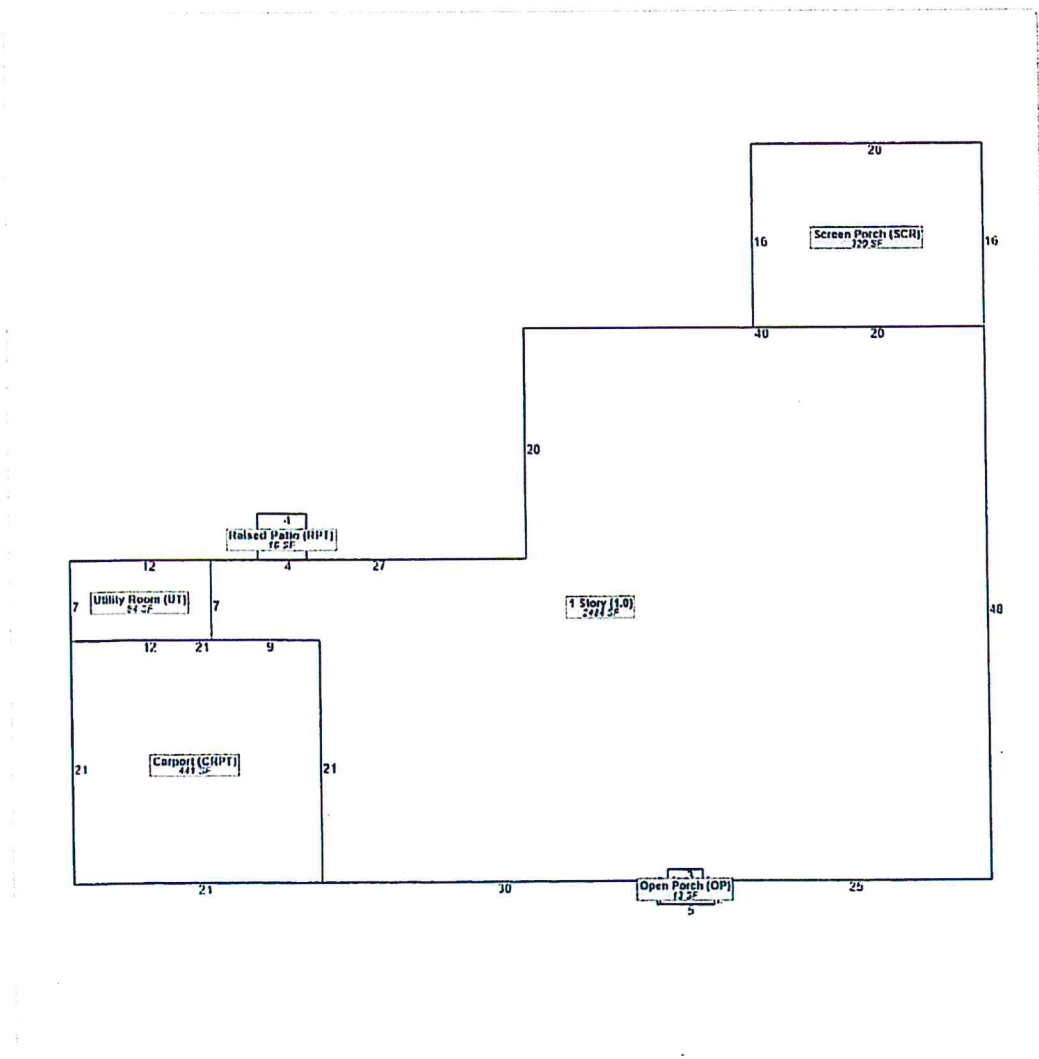
Valuation

	2019	2018	2017	2016
Previous Value	\$214,900	\$214,900	\$212,583	\$206,143
Land Value	\$71,100	\$71,100	\$71,100	\$71,198
+ Improvement Value	\$118,100	\$107,400	\$107,400	\$103,622
+ Accessory Value	\$40,090	\$36,400	\$36,400	\$37,763
= Current Value	\$229,290	\$214,900	\$214,900	\$212,583

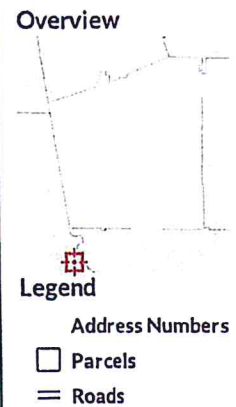
Photos



Sketches

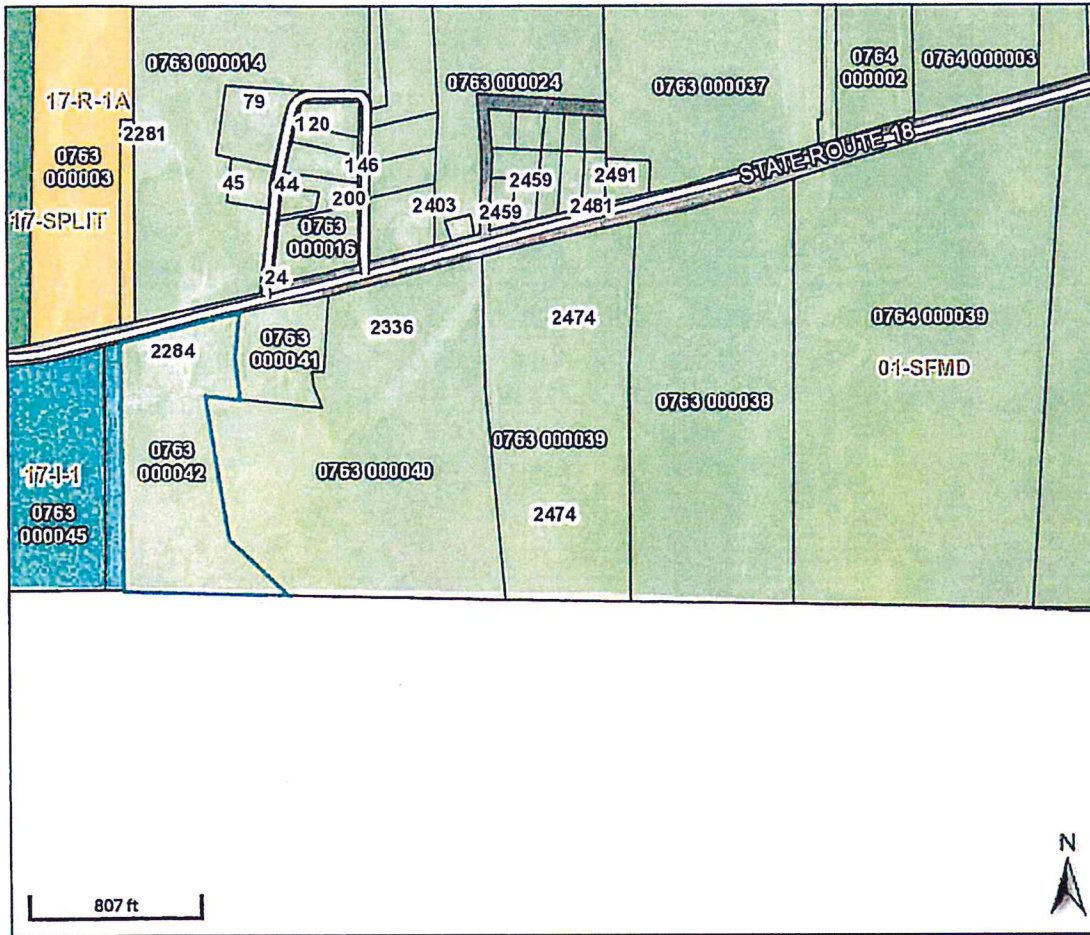


No data available for the following modules: Land, Conservation Use Rural Land, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits.

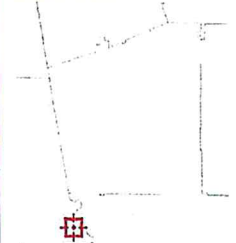


(Note: Not to be used on legal documents)

Developed by **Schneider**
GEOSPATIAL



Overview



Legend

Address Numbers

Parcels

Roads

Zoning

01-AG - Agriculture District

01-AGR - Agricultural/Residential

01-CRVP - Commercial Recreational Vehicle Park District

01-GC - General Commercial

01-GI - General Industrial District

01-LC - Limited Commercial

01-LR - Lakeside Residential District

01-LRR - Lakeside Rural Residential District

01-MFR - Multi-Family Residential District

01-MHP - Manufactured Home Park District

01-NHC - Neighborhood Commercial District

01-PUD - Planned Unit Development District

01-RR - Rural Residential

01-SFMD - Single-Family--Medium Density

01-SPLIT (Contact

**01-01-01 (Contact
Zoning Office)**

- 01-USD -
Unrestricted
Subdivision
- 01-Unavailab
- 16-C-1 -
Neighborhood
Commercial
- 16-C-2 - Central
Business District
- 16-C-3 - General
Commercial
- 16-C3/R44- Split
Zoning
- 16-G-1 - General
Industrial
- 16-GI/C3 - Split
Zoning
- 16-H-1 - Heavy
Industrial
- 16-HDR-LU - Single
Family Residential
- 16-MPH-1 - Mobile
Home Park
- 16-MXD - Mixed U
District
- 16-MXD-North
- 16-OIR-1 - Office-
Institutional-
Residential
- 16-PUD - Planned
Unit Development
- 16-R-1 - Single-
Family Residential
- 16-R-2 - One- and
Two-Family
Residential
- 16-R-2M -
Residential Mobile
Home District
- 16-R-3 - Multi-
Family Residential
- 16-R-4. A-80 - Zero
Lot District
- 16-R-44 - Single-
Family Residential
- 16-R-5. A-10 -
Single-Family
Residential
- 16-R-5. A-12 -
Single-Family
Residential
- 16-R-5. A-15 -
Single-Family
Residential
- 16-R-5. A-16 -
Single-Family

Residential

- 16-R-5. A-80 - Single-Family Residential
- 17-CBD - Central Business District (C-2 downtown/storefront)
- 17-CEM - Cemetery
- 17-CGN - General Commercial (C-1 & C-2)
- 17-I-1 - Light Industrial (I-1 & I-1A)
- 17-MXD-1 - Mixed Use District
- 17-R-1 - Single Family Dwelling, Medium Density
- 17-R-1A - Single Family Dwelling, Low Density
- 17-R-2 - Multiple-Family Dwelling, High Density
- 17-R/P
- 17-SPLIT - Contact Zoning Office
- 18-C - Commercial
- 18-CR - Commercial/Residential
- 18-GC - Commercial
- 18-I - Industrial
- 18-LI - Light Industrial
- 18-P
- 18-R1 - Residential
- 18-R2 - Residential
- 18-R3

Parcel ID 0763 000042
 Class Code Residential
 Taxing District 01-UNINCORPORATED TROUP
 01-UNINCORPORATED TROUP
 Acres 13.41

Owner MILLER JEAN HUNT
 2284 SR 18
 WEST POINT GA 31833
 Physical Address 2284 SR 18 HWY
 Assessed Value Value \$229290
 Land Value
 Improvement Value
 Accessory Value

Last 2 Sales
 Date Price Reason Qual
 9/27/2011 ES U
 4/17/2009 \$1000 N U

(Note: Not to be used on legal documents)

Date created: 7/22/2019
 Last Data Uploaded: 7/20/2019 12:39:50 AM

Developed by  Schneider
 GEOSPATIAL

official interest in the property
family farm entity), and all other

here you rest in der other ind total other ion use ints	Each owner's percent interest owned and number of acres owned by each under other covenants
---	---

[illegible]

y limited partnership, family
ervation uses. _____ (including
thin the year immediately
' in the case of a newly formed
e supporting estimate records.)
.: (Provide copy of IRS

2)(7) of the Internal Revenue

application.

ment; no form of commercial
r appropriate documentation in

%

son or entity and briefly explain how.

1 processing buildings listed on the

in. If yes, please explain.

type of business.

1 records providing proof of bona

nal information to assist the board

ly return (e.g., Federal Form 1065,

ion of bona fide agricultural

TROUP COUNTY, GA.

2009 APR 17 PM 3:30

CLERK SUPREME COURT

Return to:

E. Drexel Meadors

Attorney at Law

P.O. Box 53

West Point, GA 31833

Stamp COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX

PAID \$ 1.00

DATE 4-17-89

Jackie V Taylor
Clerk of Superior Court

WARRANTY DEED

THIS INDENTURE, made and entered into this the 17th day of April, in the year of our Lord Two Thousand and Nine, between DOROTHY R. COTTON, hereinafter in this Indenture known and designated as Grantor, and JAMES W. MILLER and JEAN H. MILLER, as joint tenants with survivorship, hereinafter in this Indenture known and designated as Grantees:

WITNESSETH: That Grantor, for and in consideration of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has Granted, Bargained, Sold, Conveyed and Confirmed, and by these presents does Grant, Bargain, Sell, Convey and Confirm unto the said Grantees, or the survivor of them, together with every contingent remainder and right of reversion, the following described property, to-wit:

Commence at the Southwest corner of Land Lot 179 of the 5th Land District, Troup County, Georgia; thence South 89° 49' 17" East, a distance of 280.58 feet to an iron pin found (rebar with cap); thence North 89° 25' 10" East, a distance of 536.35 feet to an iron pin found (rebar with cap); thence North 51° 01' 05" West, a distance of 345.52 feet to an iron pin found (rebar with cap); thence North 18° 27' 49" West, a distance of 713.43 feet to an iron pin found (rebar with cap), and the POINT OF BEGINNING of the parcel herein described; from said POINT OF BEGINNING, thence North 07° 33' 16" West, a distance of 317.15 feet to an iron pin found located on the Southerly margin of Georgia Highway 18; thence along said Southerly margin of Georgia Highway 18 North 73° 57' 40" East, a distance of 209.95 feet to an iron pin set; thence South 09° 48' 17" West, a distance of 153.32

524 PG 0835

records, and being further described in a deed from J.B. Strong, Executor, to H.H. Cary dated July 1, 1876, and recorded in Deed Book "V", Page 580, Troup County records.

The debts of said estate have been paid.

Given under my hand and seal, this 16th day of MARCH, 2009.

Gladys D. Cheuning
Gladys D. Cheuning, duly appointed
Executor of the estate of Ward M. Cheuning,
Jr., deceased

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial witness

[Signature]
Notary public



Return Recorded
John M. Wyatt, A
5 E. LaFayette Sq
LaGrange, GA 30

STATE OF GEORGIA
COUNTY OF TROUP

This Indenture
EVANS, of the County of Troup,
called Grantor, a
called Grantee (hereinafter
assigns where the

WITNESSETH
(\$10.00) Dollars
delivery of these
aliened, conveyed
confirm unto the

All that
City of LaGrange
as Lot 2
subdivision
Records,
reference

This Deed

TO HAVE AND TO HOLD
members and assigns
only proper use,

AND TO HAVE AND TO HOLD
described property

IN WITNESS WHEREOF
first above written

Signed, sealed and
[Signature]
Witness

[Signature]
Notary Public

TRUMP COUNTY, GEORGIA
FEB 21 2007

2007 FEB 21 PM 1:59

JACQUE W. TAYLOR
CLERK OF SUPERIOR COURT

01393PG0718

Return to:
E. Drexel Meadors
Attorney at Law
P. O. Box 53
West Point, GA 31833

TRUMP COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$ 5.00
DATE 2-21-07
Jacque W. Taylor
Clerk of Superior Court

STATE OF GEORGIA
COUNTY OF TROUP

WARRANTY DEED

THIS INDENTURE, made and entered into this the 20th day of February, 2007, between DOROTHY R. COTTON, hereinafter in this Indenture known and designated as Grantor, and JEAN H. MILLER, hereinafter in this Indenture known and designated as Grantee.

WITNESSETH: That Grantor, for and in consideration of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has Granted, Bargained, Sold, Conveyed and Confirmed, and by these presents does Grant, Bargain, Sell, Convey and Confirm unto the said Grantee, the following described property, to-wit:

Commencing at the Southwest corner of Land Lot 179 of the 5th Land District, Troup County, Georgia; thence South 89° 57' 00" East, a distance of 279.97 feet to a 1/2" rebar and the POINT OF BEGINNING of the parcel herein described; from said POINT OF BEGINNING, thence North 13° 32' 00" West, a distance of 854.98 feet to a 1/2" rebar for a corner located on the southerly margin of Georgia Highway 18; thence North 74° 09' 21" East along said southerly margin of Georgia Highway 18, a distance of 250.00 feet to an iron pin set for a corner; thence South 18° 32' 18" East, a distance of 713.46 feet to an iron pin set; thence South 51° 06' 47" East, a distance of 345.47 feet to an iron pin set for a corner; thence South 89° 20' 23" West, a distance of 536.21 feet to a 1/2" rebar and the POINT OF BEGINNING. Said parcel containing 6.461 acres, more or less, located in Land Lot 179, 5th Land District, Troup County, Georgia.

Said pa:
Survey:
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Said parcel is shown on plat of survey entitled "Boundary Survey Prepared for James W. Miller", prepared by B. Shawn Gray, Georgia Registered Land Surveyor No. 2879, dated February 8, 2007, and revised February 14, 2007, a copy of which is of record in Plat Book 72, Page 274, in the Office of the Clerk of Superior Court of Troup County, Georgia. Said plat of survey is incorporated herein by reference for purposes of a more complete description.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of said Grantee forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

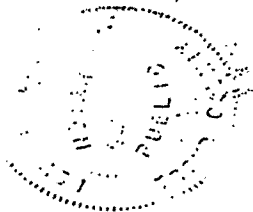
Dorothy R. Cotton (SEAL)
DOROTHY R. COTTON

Signed, Sealed and Delivered
in the presence of:

[Signature]
Witness

Beverly L. Wright
Notary Public

My Commission Expires: 9/30/2010



11393PG0719



Section 5. - R-1A single-family dwelling district (low density).

General purpose and description.

The intent of the R-1A single-family dwelling district is to provide for areas of low density, single-family residential use; to recognize and protect the traditional residential development pattern predominant within the original city limits; to reinforce the large lot and highly pedestrian character of the historic areas of the city.

1. *Uses permitted:* A building or premises shall be used only for the following purposes:
 - (a) Single-family detached dwellings.
 - (b) Home occupation in accordance with section 21.
 - (c) Churches.
2. *Other uses—requires council approval.*
 - (a) Schools for educational purposes, except correctional institutions.
 - (b) Playgrounds and recreation facilities under the supervision of the city.
 - (c) Libraries, community or neighborhood centers and buildings used by the federal, state, county or city governments.
 - (d) Golf course—public and private.
3. *Area and dimensional regulations.* The area and dimensional regulations set forth in section 16 shall be observed.
4. *Parking regulations.* Off-street parking spaces shall be provided in accordance with the requirements for specific uses set forth in section 18.
5. *Accessory building, structures and uses.* Accessory building, structures and uses are permitted in the R-1A district with the conditions set forth in section 20.

(Ord. No. 2007-10, 3-12-07; Ord. No. 14-9, § 1, 7-14-14)

Section 16. - Area and dimensional regulations.

District	Min. Lot Size (SF)	Density Units /acre	Front S/B	Side S/B	Street Side	Rear S/B	Min. Bldg Line Width	Min. Lot Frontage	Min. Lot Depth	Max Ht.	Min. Unit Size	Open Space
R-1A	15,000	2.5	30'(1)	12'	30'	35'	85'	85'(9)	100'	35'	1,800 SF	1,000(2)(5)
R-1	7,500	4	25'(1)	10'	25'	25'	75'	75'(9)	90'	35'	1,400 SF	1,000(2)(5)
R-2 Multi-Family	1 acre	10	35'	12'	35'	40'	150'	150'	100'	65'	700 SF-1 850 SF-2 1,000 SF-3	1,000(2)(6) 1,000(2)(6) 1,000(2)(6)
Condo	1 acre	6	20'(7)	10'	20'	25'	150'	150'	100'	65'	1,200 SF	1,000(2)(6)
Town-House	2,400	6	20'(7)	10'	20'	25'	24'	24'	80'	45'	1,200 SF	1,000(2)(6)
Single-Family	6,000	5	20'(1) (7)	7'	20'	25'	60'	60'(9)	90'	35'	1,200 SF	1,000(2)(5)
MXD-1(Res)												
Multi-Family	1 acre	*	25'	10'	25'	25'	150'	150'	100'	65'	600 SF-1 750 SF-2 900 SF-3	1,000(2)(6) 1,000(2)(6) 1,000(2)(6)
Condo	1 acre	*	15'(7)	10'	15'	20'	150'	150'	100'	65'	1,000 SF	1,000(2)(6)
Town-House	2,200	*	15'(7)	10'	15'	20'	22'	22'80'	45'	1,000 SF	1,000(2)(6)	
Single-Family	5,000	*	15'(7)	5'	15'	20'	50'	50'(9)	80'	35'	1,200 SF	1,000(2)(5)

(1) There shall be a front yard of a depth not less than the average depth of the front yards of the lot or lots next adjacent thereto on eith[er] side. In case there is no dwelling in the block the front yard shall not be less than required by the zoning district (see table above).

(2) All developments with twenty-five (25) lots/units or greater shall be required to provide one thousand (1,000) square feet of open space per lot/unit.

(3) Maximum building coverage per lot.

(4) Minimum open space required per lot.

(5) single-family residential developments of seventy-five (75) or more units shall provide one hundred twenty-five (125) square feet of recreation area per unit.

(6) Multi-family residential developments of fifty (50) or more units shall provide one hundred (100) square feet of recreation area per unit.

(7) Ten feet front setbacks are allowed if rear access is utilized.

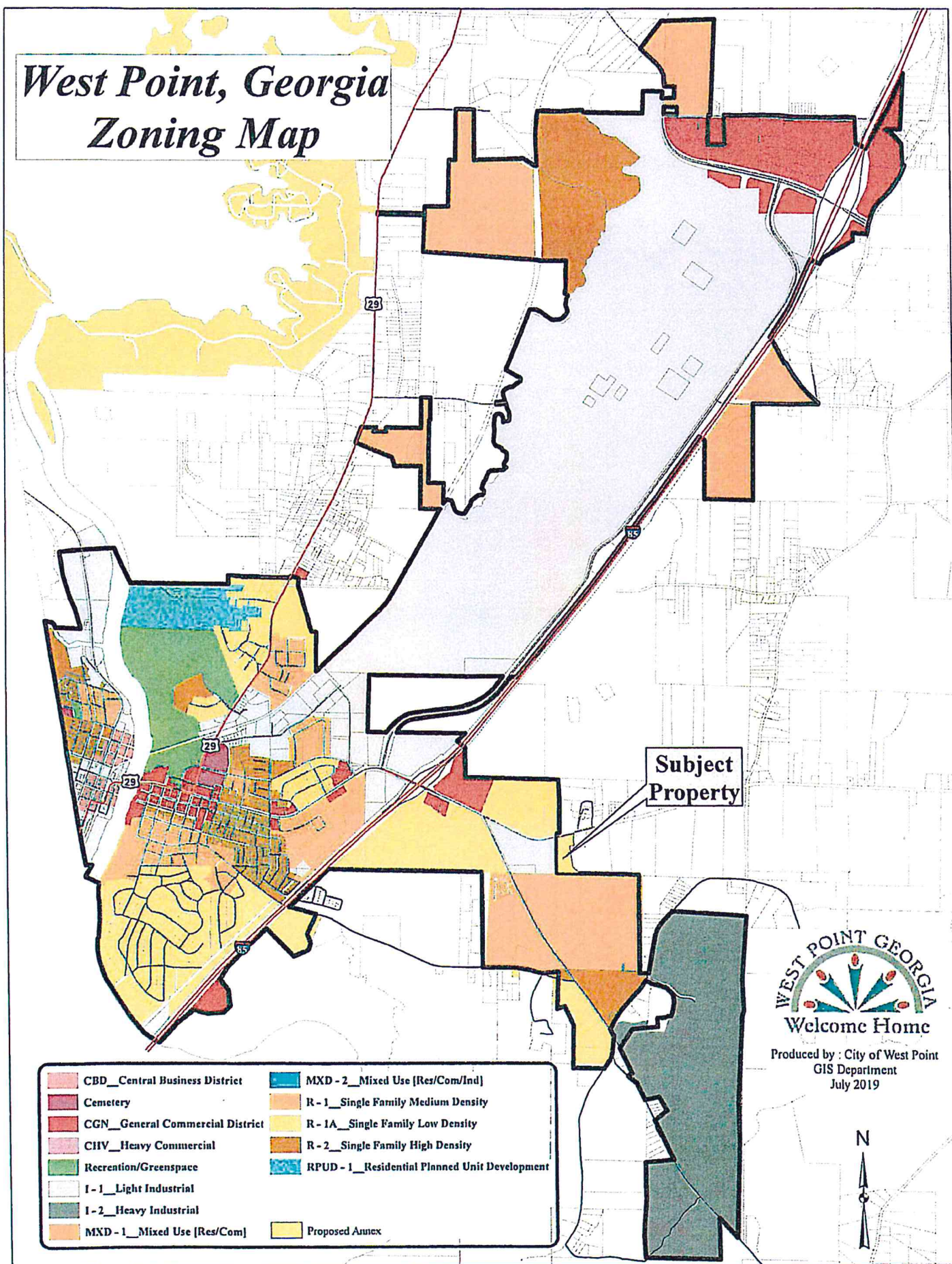
(8) apartments/condominiums above storefronts shall be a minimum of five hundred (500) square feet.

(9) Cul-de-sac minimum lot width—thirty-five (35) feet.

* MXD-1 density is based on preliminary master plan approval.

(Ord. No. 2007-10, 3-12-07)

West Point, Georgia Zoning Map



Produced by : City of West Point
GIS Department
July 2019



ARTICLE VII. - ZONING DISTRICT STANDARDS AND PERMITTED USES

7.1 - District, Lot and Height Standards.

The requirements regarding lot size, building size, and building placement on the lot for each zoning district shall be met as indicated in Article 5 General provisions and table 7.1: Zoning District Area, Yard and Height Requirements. Please note the districts not listed in this table have standards in separate articles of this ordinance. This table is provided for quick reference and such standards are set forth in greater detail in Article 25 Development Standards. For front yard setbacks please refer to functional classification map for road designations. For all non-residential zoning districts, refer to the quality development corridor overlay for enhanced development standards along designated roads.

Table 7.1: District Area, Yard and Height Requirements

Zoning District	Minimum Lot Area	*Minimum Lot Width at Setback Line (ft.)	** Front Yard (ft) from Arterial and Collector/Local Street (Fed/State, County, Subdivision)	Side Yard for Single Lot	Rear Yard for Single Lot	Max. Building Height (ft.)
Agricultural District	5 acres	220'	145' Arterial	50'	50'	40'
			125' Collector			
			100' Local			
Agricultural/Residential District	2 acres	150'	125' Arterial	30'	40'	40'
			100'Collector			
			90'Local			
SFMD—Medium Density District	See Article XXV for development standards					

Notes * Public Road Frontage Requirements.

** This measurement is from the centerline of the road.

7.2 - Appearance Standards.

Appearance standards shall apply to all single-family detached dwellings including site-built housing, industrialized (systems-built) housing, and manufactured houses. Building permits shall be granted upon finding that such development shall meet or exceed the appearance standards as shown on table 7.2: Appearance Standards for Single-Family Detached Dwellings.

Table 7.2: Appearance Standards for Single-Family Detached Dwellings and Offices

	Type I	Type II MHP Only
Min. Dwelling Width	24'	12'
Min. Roof Pitch	5/12	3/12
Min. Heated Floor Area	1,000 HSF	720 HSF
Roof Materials	(1)	N/A
External Siding Materials	(2)	N/A
Permanent Foundation	(3)	(4)
Utility Meter	Mounted on Structure only	Mounted on Pole or structure
Landing Area	(5)	(5)
Towing Devices	(6)	(6 & 7)

Notes:

1. The roof shall have a surface of wood shakes, asphalt composition, wood shingles, concrete, fiberglass tiles, metal tiles, slate, built up gravel materials or other materials approved by the Offices [of] Building and Inspections and Planning and Zoning of Troup County.
2. The exterior siding materials shall consist of wood, masonry, concrete lap, stucco, masonite, metal lap, vinyl lap, or other materials of like appearance approved by the Offices of Planning and Zoning and Building and Inspections of Troup County.
3. Permanent foundations shall meet the requirements of standard building code.
4. For manufactured homes, a masonry curtain wall solid except for the required ventilation and access must be installed so that it encloses the area under the manufactured home to the ground level.

Boarding house	S	S/S	S	S	S	S	P	NP
Cemetery, private—Any plot of ground, building, mausoleum or other enclosure used for the burial of persons of one collateral line of descent. Private cemeteries shall not be located in floodplains.	P	P/S	NP	NP	P	P	NP	NP
Cemetery, religious institution—A plot of ground, building, mausoleum or other enclosure owned by or adjacent to a religious institution and used for the burial of persons who are generally members of that religious institution. Cemetery shall not be located in a floodplain.	S	S/S	S	S	S	S	NP	NP
Cemetery, public—A plot of ground, building, mausoleum or other enclosure not located on property owned by or adjacent to a religious institution and used for the burial of persons. Cemetery shall not be located in a floodplain.	S	S/S	S	S	S	S	NP	NP
Child care, family day-care home—See Article V.	See Article V							
Child care, group day-care home.	S	S/S	NP	NP	S	S	NP	NP
Churches—All requests for churches shall be in compliance with the requirements of RLUIP—See Article V.	S	S/S	S	S	S	S	S	S
Club or lodges.	S	S/NP	S	S	S	S	NP	NP
College, university, junior college or technical school.	S	S/S	S	S	S	S	NP	NP
Commercial timber production.	P	P/P	NP	NP	P	P	NP	NP
Dwelling—Duplex.	P	P	P	P	P	P	P	NP
Dwelling—Multi-family.	NP	NP/NP	NP	NP	NP	NP	P	NP
Dwelling—HSF Detached Type I (see table 7.2).	P	P/P	P	P	P	P	P	P

Dwelling—HSF Detached Type II (see table 7.2).	NP	NP/NP	NP	NP	NP	NP	NP	P
Farming—Hay production, livestock raising, crop production.	P	P/P	NP	NP	P	P	NP	NP
Farming, horticulture for personal use (garden).	P	P/P	P	P	P	P	P	P
Farming, horticulture for commercial use—Including growing of flowers, shrubs, fruits, tree nuts, and vegetables provided that no such processing of produce is located closer than 100 feet to any property line and processing is part of a farming operation.	P	P/NP	NP	NP	P	P	NP	NP
Golf course and clubhouse, driving range.	NP	S/S	S	S	NP	NP	NP	NP
Guest House.	S	S/S	S	S	S	S	NP	NP
Home occupations—See Article V for regulations.	See Article V							
Hunting club with lodge.	P	P/P	NP	NP	P	P	NP	NP
Kennel, dog or cat (shelter, boarding, grooming and/or training facilities) minimum of five acres and no animal housing facilities are located closer than 200 feet of any property line.	See Article V							
Lawn care and maintenance service (see "Home Occupation").	See Article V							
Library	S	S/S	S	S	S	S	S	S
Livestock—Commercial operations including grazing, dairies, animal breeding, boarding, hatcheries—Providing that all structures which house animals that produce dust, excessive noise, odor and all animal waste are not located closer than 200 feet to any property line.	P	S/S	NP	NP	NP	NP	NP	NP
Livestock—Raising/keeping for personal pleasure—Provided that all structures or areas used for housing and feeding livestock shall be no closer than 200 feet	P	P/NP	NP	NP	P	P	NP	NP

from any property line, except for chickens treated as pets as provided in section 5.17.								
Livestock sales or auction—Provided that no structure for feeding or housing animals shall be closer than 200 feet to any property line and that off-street parking is provided and adequate for livestock trailers, recreational vehicles and trailer, etc.	S	NP/NP	NP	NP	NP	NP	NP	NP
Nursery, plant—Greenhouse for sale to public—Provided that no structure or equipment storage shall be located closer than 100 feet to any adjoining residential property.	P	P/NP	NP	NP	S	S	NP	NP
Pet and dog grooming business/non-boarding training.	See Article V							
Personal care home, family.	S	S/S	S	S	S	S	P	NP
Personal care home, group.	S	S/S	S	S	S	S	P	NP
Produce stand—Provided a minimum of four off-street parking spaces are provided and maintained and produce is grown on premises.	P	P/NP	NP	NP	P	P	NP	NP
Radio, TV and communication tower—Communication tower sites shall be in accordance with Article X.	S	S/S	S	NP	S	S	S	S
School, public, private or parochial (elementary and secondary)	S	S	S	S	S	S	NP	NP

(Ord. No. 2010-11, § IF., 6-1-2010; Ord. No. 2010-12, § IG., 6-16-2010; Ord. No. 2015-04, § V(Exh. A), 6-16-2015; Ord. No. 2017-14, § V(Exh. A), 2-7-2017; Ord. No. 2018-13, §§ V, VI, 2-6-2018)

ARTICLE XXV. - DEVELOPMENT AND DESIGN STANDARDS

25.1 - Purpose.

The purpose of this district is to maintain sustainable, quality development in Troup County. Regulations regarding density, building materials, setbacks, design standards and all other requirements of this section are intended to aid in the preservation of rural character, preserve and protect natural resources and provide development options. These regulations are also intended to provide safe, visually pleasing housing and commercial development and provide a good quality of life for the citizens of Troup County.

25.2 -

All developments, when initially submitted, shall be reviewed to determine if the development meets or exceeds thresholds for development of regional impact (DRI). If the zoning administrator determines that the development might require a DRI review it is referred to the appropriate regional commission (RC) for determination as a DRI. If it is determined that the development is a DRI no further action may be taken by Troup County until the DRI process is completed with a final report from RC. No developments shall be phased or scheduled so that the DRI process is circumvented. Such circumvent attempts may require subsequent phases or adjacent developments to undergo the DRI process.

25.3 -

Traffic impact study for larger developments under DRI thresholds.

25.4 - Design Standards Single-family Units.

This section applies to all single-family residential structures. Structures subject to these standards shall meet all other standards for the zoning district in which the structure is proposed for location.

All setbacks are from the centerline of the road where property has frontage unless otherwise stated in this section.

25.4-1 Additional standards to ensure appearance consistent with surrounding neighborhood are required as follows:

- a. The exterior siding material shall consist of wood, masonry, concrete, stucco, masonite or vinyl lap or other materials of like appearance.
- b. Buildings shall utilize at least two of the following design features to provide visual relief along the front of the dwelling unit.

Dormers (functional or false)

Gables

Recessed entries

Covered front porches

Pillars or posts

Arches

Quoin corners

Two or more brick masonry bond treatments

Side loaded garage or carport

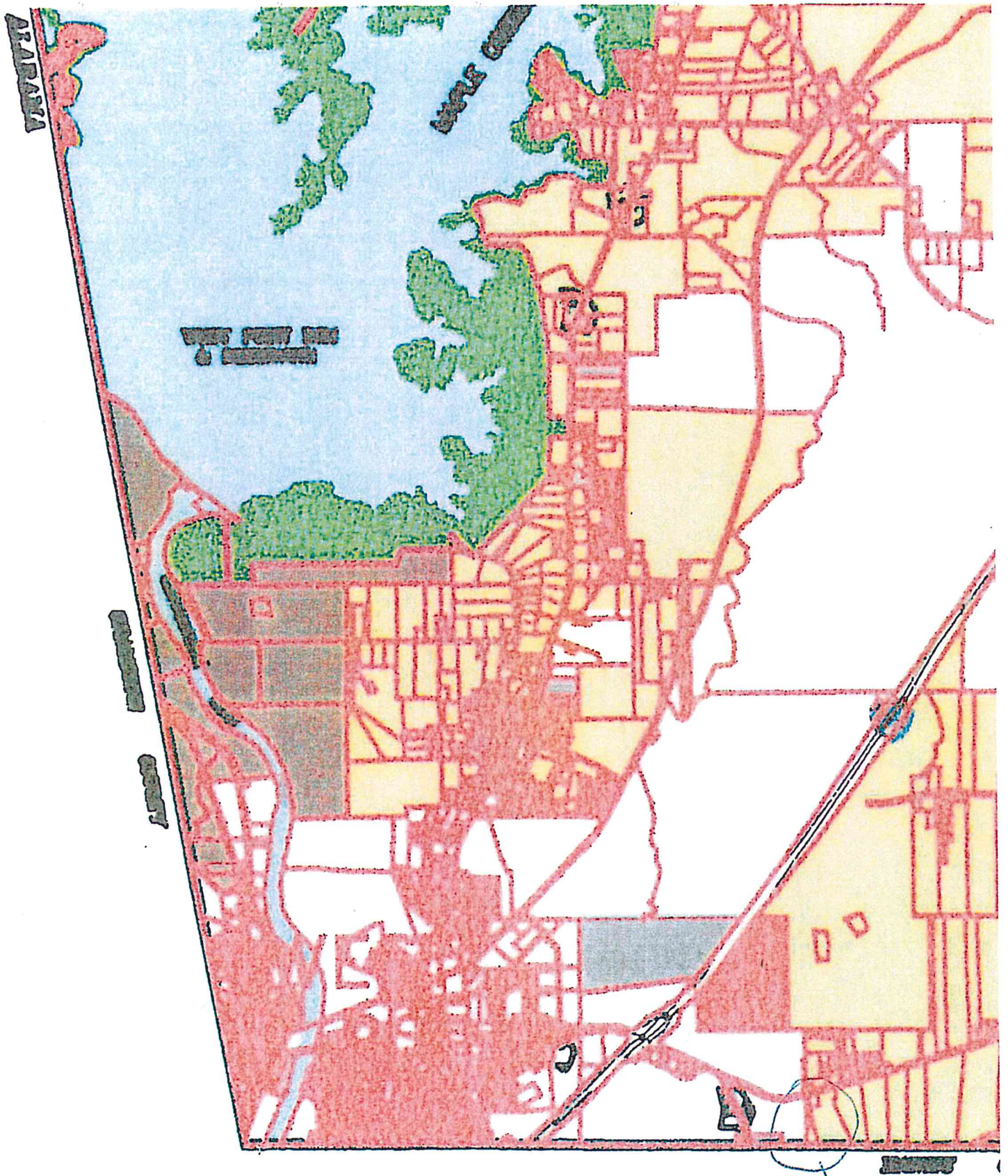
Bay windows (minimum 24-inch projection)

- c. On single-family dwellings the garage shall not occupy more than 40 percent of the total building frontage. This measurement does not apply to garages facing an alley.
- d. On single-family dwellings walls which face a street other than an alley shall contain at least 20 percent of the wall space in windows and doors. Windows shall be provided with trim. Windows shall not be flush with exterior wall treatment. Windows shall be provided with architectural surround at the jamb.
- e. The minimum roof overhang shall be 12 inches, exclusive of porches and patios.
- f. Minimum roof pitch is 5/12 on main structure.
- g. In order to promote environmental sustainability each dwelling shall utilize the following features to reduce energy and water consumption:
 - 1. Energy Star windows
 - 2. Insulation:
 - A. Foundation insulation rated at R-values of four to 13;
 - B. Wall insulation rated at R-values of 11 to 22;
 - C. Ceiling insulation:
Where an attic is present and there is no space limitation, insulation should have R-values of 19—50. Where space is limited or vaulted ceilings insulation should have R-values of 19 to 30.
 - 3. Low flow bathroom and kitchen faucets or grey-water or rain-water conservation systems.
- h. All subdivisions and buildings within subdivisions shall be in compliance with all adopted international codes as amended.

25.4-2 Townhouse Development. Duplexes may be used as townhouses so long as the dwelling units meet all requirements of this section of the ordinance.

The applicant for townhouse development shall submit with the preliminary review application a plan and accompanying documentation as required that includes the following:

- a. **General Requirements:** A site plan showing front elevation. Plans and specifications shall include:
 - 1. Frontal elevations must be submitted and must show size, height, shape, exterior finish and location of all buildings and proposed improvements to the property. Exterior finish and appearance must be compatible and generally consistent with surrounding structures;
 - 2. Finished grade plans;

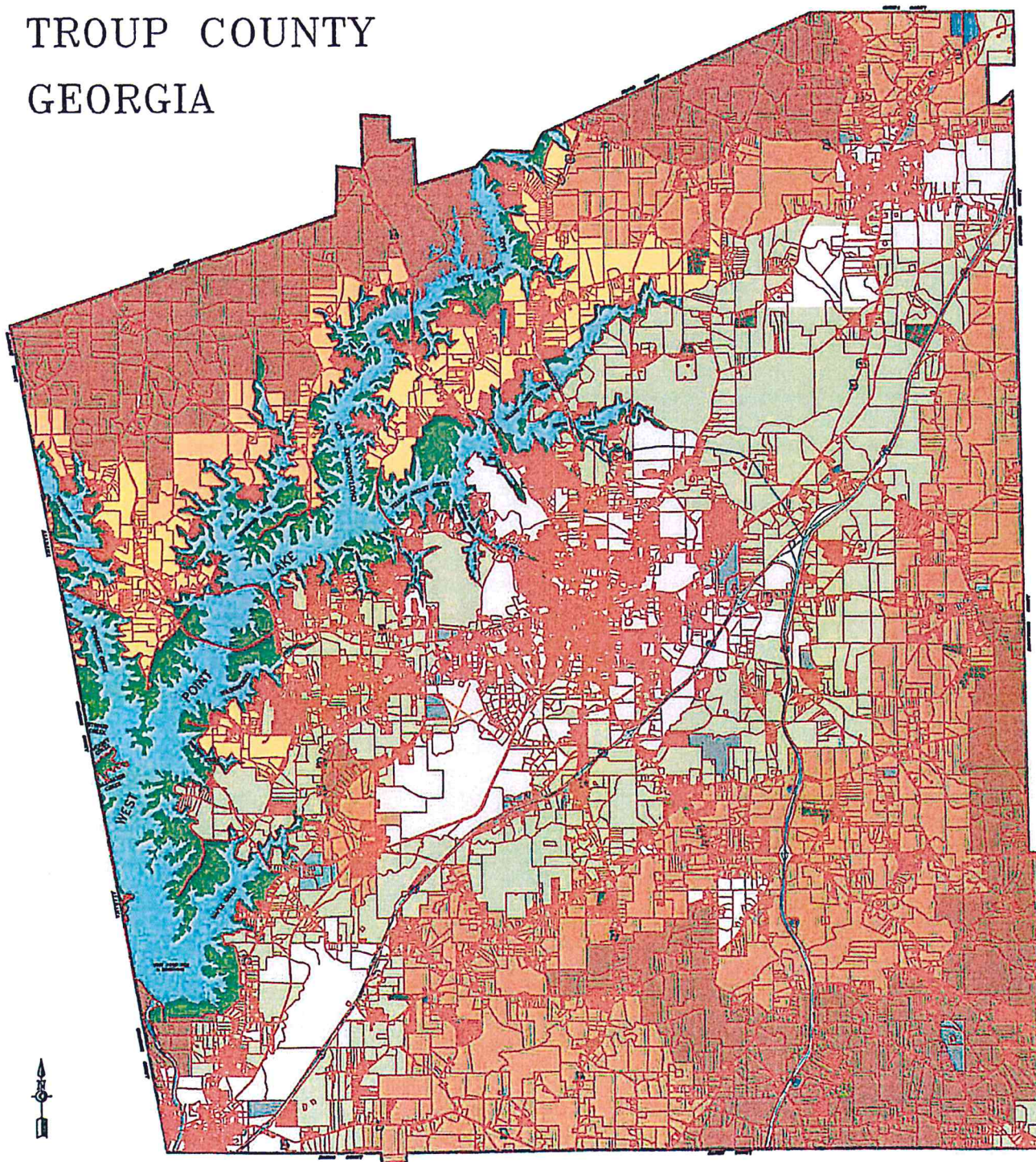


MAPS LEGEND

L - AC

Subject property

TROUP COUNTY GEORGIA



ZONING DISTRICTS LEGEND

- AGRICULTURAL - AG
- AGRICULTURAL RESIDENTIAL - AGR
- COMMERCIAL ADULT - CA
- HEAVY COMMERCIAL - HC
- GENERAL COMMERCIAL - GC
- LIMITED COMMERCIAL - LC
- NEIGHBORHOOD COMMERCIAL - NHC
- GENERAL INDUSTRIAL - GI
- LIMITED INDUSTRIAL - LI
- LAKESIDE RESIDENTIAL - LR
- LAKESIDE RURAL RESIDENTIAL - LRR
- PLANNED UNIT DEVELOPMENT - PUD
- SINGLE FAMILY MEDIUM DENSITY - SFMD
- UNRESTRICTED SUBDIVISION - USD
- MULTI FAMILY RESIDENTIAL - MFR
- MANUFACTURED HOME PARK - MHP
- RECREATIONAL VEHICLE PARKS - RVP
- RURAL RESIDENTIAL - RR

OFFICIAL ZONING MAP

PREPARED BY:
TROUP COUNTY
BUILDING, ZONING,
AND PLANNING
DEPARTMENT
DRAWN BY: JACQUELYN HARRIS
UPDATED: April 7, 2008
SCALE: 1"=4000'

TROUP COUNTY COMMISSION CHAIRMAN

DATE



TROUP COUNTY BUILDING & ZONING

Troup County Board of Commissioners

Patrick Crews, Chairman, District 1
Ellis P. Cadenhead, District 2
Lewis C. Davis, Jr., District 3
J. Morris Jones III, District 4
Richard English Jr., District 5

August 8, 2019

Mr. Dennis S. Dutton
City of West Point Community Development Director
730 1st Avenue
West Point, Georgia 31833

RE: Annexation on Georgia Highway 18

Dear Mr. Dutton,

In response to the notice of annexation for Parcel 0763 000042, located at 2284 Georgia Hwy 18, there are no county facilities or property in the area to be annexed.

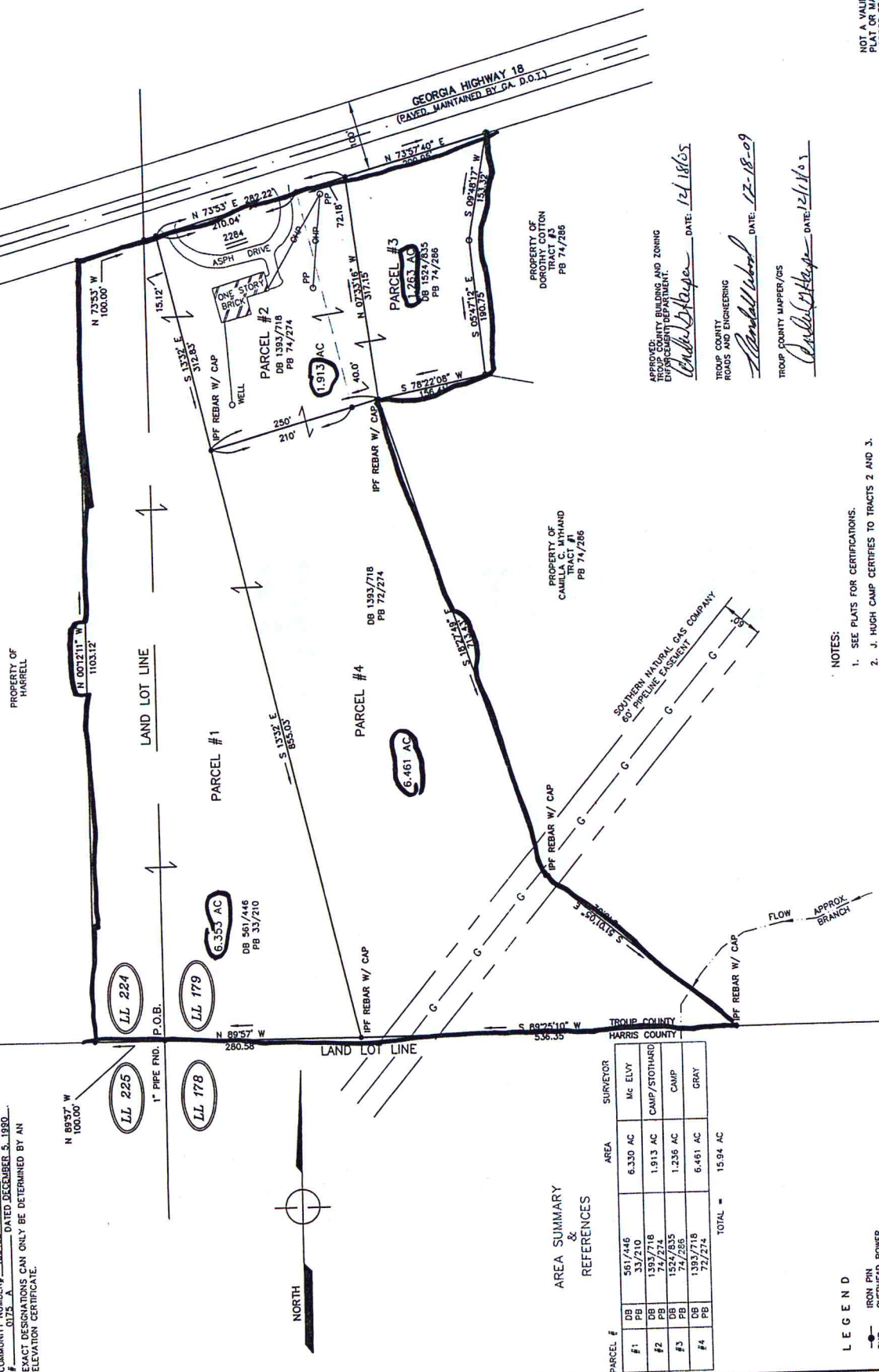
The county does not have any objection to the annexation on the basis of land use.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

Eric L. Mosely
County Manager

BY GRAPHIC PLOTTING ONLY,
THIS PARCEL OF LAND IS/IS NOT IN THE 100 YEAR FLOOD
PLAIN AND IS IN ZONE X, ACCORDING TO F.E.M.A. (F.I.A.)
MAP NUMBER
COMMUNITY NUMBER# 130405
0175 A DATED DECEMBER 5, 1990
EXACT DESIGNATIONS CAN ONLY BE DETERMINED BY AN
ELEVATION CERTIFICATE.



PARCEL #	AREA	SURVEYOR
DB #1	561/446 33/210	Mc ELVY
DB #2	1393/718 74/274	CAMP/STOIHARD
DB #3	1524/835 74/286	CAMP
DB #4	1393/718 72/274	GRAY

TOTAL	=	15.94 AC
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CONFIDENTIAL

- IRON PIN POWER OVERHEAD TELEPHONE
OVERHEAD CABLE TV
POWER POLE
LIGHT POLE
RIGHT OF WAY
FENCE
LAND LOT
BUILDING LINE
ACRES
SQUARE FEET
CENTERLINE
COUNTY ROAD
POINT OF BEGINNING
NOW OR FORMERLY
TOWNSHIP COUNTY RECORD
DEED BOOK/PAGE NUMBER
PLAT BOOK/PAGE NUMBER
STRAT NUMBER

NOTES:

1. SEE PLATS FOR CERTIFICATIONS.

NOTE:

THIS IS A COMPOSITE PLAT OF SURVEYS
BY CAMP, MC FLY, GRAY & STOTHARD.

FILE	SLIP	WORK	2009-04-2	MILLER	JAN	ELLER	CRD
FILE	SLIP	WORK	2009-04-2	MILLER	JAN	ELLER	CRD

2-3904

JOB NO. 2-3904

NOT A VALID OR RECORDABLE
PLAT OR MAP UNLESS SIGNED
ACROSS SEAL WITH ORIGINAL
SIGNATURE OF SURVEYOR



COMPOSITE PLAY OF THE PROPERTY OF

JEAN H. MILLER
&
JAMES W. MILLER

LOCATED IN
224
5TH DISTRICT

GEORGIA
DATE: 11 DECEMBER 2009

PREPARED BY
STATES LAND SURVEYING, P.C.

PHONE: 706-884-6056 P.O. BOX 282
GEORGIA 30241

LEWIS, TAYLOR & TODD, P.C.

ATTORNEYS AT LAW
SUITE 3
205 NORTH LEWIS STREET
POST OFFICE DRAWER 1027
LAGRANGE, GEORGIA 30241

JOHN M. TAYLOR
JEFFREY M. TODD

August 14, 2019

JAMES R. LEWIS
(1928-1996)
GEORGE E. SIMS, JR.
(1917-1967)
FAX 706-882-4905
TELEPHONE 706-882-2501

VIA EMAIL

Mr. Ed Moon, City Manager
City of West Point
P.O. Box 487
West Point, Georgia 31833-0487
ed.moon@cityofwestpointga.com

RE: Miller Annexation

Dear Ed:

Enclosed herewith please find proposed ordinances for the annexation and zoning of the property of Jean Hunt Miller located on Ga. Hwy. 18. I have included within the annexation ordinance Exhibits A, B and C (the legal description, county approval and application) but a copy of the plat, once it has been revised to show the current city limits and contiguity, should be attached as Exhibit D.

I look forward to hearing from you should these require any changes or have any questions after your review.

With best regards, I am

Very truly yours,

LEWIS, TAYLOR & TODD, P.C.

Jeffrey M. Todd

JMT/mjj

Enclosure

cc: Richard McCoy (via e-mail)
Kristin Lester (via e-mail)
Dennis Dutton (via e-mail)

AN ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WEST POINT TO ANNEX TO THE CITY CONTIGUOUS REAL PROPERTY OWNED BY JEAN HUNT MILLER AND LOCATED ON GA. HWY 18; TO REPEAL CONFLICTING ORDINANCES; TO FIX AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Jean Hunt Miller (hereafter "Owner") is the owner of land herein referred to which is contiguous to the existing corporate limits of the City of West Point, Georgia, as defined by the laws of the State of Georgia, such land being described in Exhibit "A" attached hereto;

WHEREAS, Owner has filed with the City of West Point a written and signed application requesting that the land area described within Exhibit "A" be annexed to and made a part of the City of West Point, a copy of such request being attached hereto and made a part hereof as Exhibit "B";

WHEREAS, upon such request the Mayor and Council of the City of West Point have determined such application meets the requirements of laws contained within O.C.G.A. § 36-36-20 through § 36-36-21, et seq.;

WHEREAS, the City of West Point upon accepting said application timely notified the Board of Commissioners of Troup County, Georgia, of the proposed annexation and attached hereto as Exhibit "C" is evidence that said body interposes no land use classification objection to the annexation pursuant to O.C.G.A. § 36-36-11;

WHEREAS, the area proposed for annexation adjoins and is contiguous to the present corporate limits of the City of West Point as defined by the laws of this state;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST POINT, AS FOLLOWS:

SECTION 1:

That the application of Jean Hunt Miller for annexation of the area contiguous to the City

of West Point, as described in Exhibit "A" and as shown on the plat attached as Exhibit "D," be and the same is hereby approved, and the contiguous area proposed for the annexation is hereby annexed to the City of West Point so that such land shall constitute a part of the land within the corporate limits of the City of West Point as fully and completely as if the limits had been marked and defined by a special act of the General Assembly of Georgia.

SECTION 2:

That a copy of this ordinance, together with a description of the area to be annexed thereto as Exhibit "A," a copy of the written request for annexation attached thereto as Exhibit "B" and a copy of the plat attached thereto as Exhibit "D," all duly certified by the City Clerk of the City of West Point, be forwarded to and filed with the Georgia Department of Community Affairs and also forwarded to the Board of Commissioners of Troup County, Georgia.

SECTION 3:

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4:

This ordinance, after adoption and upon approval by the Mayor and Council, shall become effective according to the terms of O.C.G.A. § 36-36-2, on the 1st day of September, 2019.

READ AND ADOPTED _____

Steve Tramell, Mayor

Joseph R. Downs, III, Councilmember

Alanteo Hutchinson, Councilmember

Gerald W. Ledbetter, Councilmember

SIGNATURES CONTINUED ON NEXT PAGE

Gloria R. Marshall, Councilmember

Sandra Thornton, Councilmember

Deedee Williams, Councilmember

ATTEST:

City Clerk

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 179 and 224 of the 5th Land District of Troup County, Georgia, and being more particularly described as follows: COMMENCE at the Southwest Corner of Land Lot 179 of the 5th Land District, Troup County, Georgia; thence North 89° 57' West a distance of 100 feet to an iron pin; run thence North 00° 12' 11"

West to a distance of 1103.12 feet to an iron pin on the west right of way of Ga. Hwy. 18; proceed along said right of way North 73° 53' East a distance of 100 feet to an iron pin; continue North 73° 53' East along said right of way 15.12 feet to an iron pin; continue along said right of way 73° 53' East a distance of 354.40 feet to an iron pin; continue along said right of way North 73° 57' 40" East a distance of 209.95 feet to a point on the western right of way of Georgia Highway 18; thence departing said right of way run thence South 09° 48' 17" West at a distance of 153.32 feet to a point; run thence South 05° 47' 12" East a distance of 190.75 feet to a point; run thence South 78° 22' 08" West a distance of 156.41 feet an iron pin; run thence South 18° 27' 49" East, a distance of 713.43 feet to an iron pin; run thence South 51° 01' 05" East, a distance of 345.52 feet to a point on the west boundary line of land lot 179; run thence South 89° 25' 10" West a distance of 536.35 feet to an iron pin; continue North 89° 57' West a distance of 280.58 feet to a point which is the POINT OF BEGINNING of the property described herein.

The above-described parcel contains 15.99 acres, more or less, and is more particularly shown on that composite plat entitled "Composite Plat of the Property of Jean H. Miller & James W. Miller" prepared by J. High Camp, Georgia Registered Land Surveyor No. 939, dated December 11, 2009, recorded in Plat Book 75, Page 105, Troup County Records, a copy of which is attached hereto and made a part hereof.

The above-described tract of land is contiguous to and it adjoins the corporate limits of the City of West Point at the places and to the extent referred to and shown on the aforementioned Plat of Survey, all according to the definition of "contiguous real property" as set forth in Georgia Law.



CITY OF WEST POINT, GEORGIA

Planning and Zoning Department

Post Office Box 487

West Point, Georgia 31833

Office (706) 645-3534

E-mail dennis.dutton@cityofwestpointga.com

APPLICATION FOR ANNEXATION

The purpose of the Annexation Zoning Policy is to provide a mechanism whereby land, which is subject to annexation by the City of West Point, shall be evaluated and a zoning district be decided upon to apply to said land upon the annexation becoming final.

Name of Applicant	<u>Mrs. Jean N. Miller</u>		
Mailing Address	<u>2284 GA HWY 18, West Point, GA 31833</u>		
Telephone	<u>706-585-0546</u>	Fax	<u>N/A</u>
Property Owner (Use back if multiple names)	<u>Mrs. Jean N. Miller</u>		
Mailing Address	<u>2284 GA HWY 18, West Point, GA 31833</u>		
Telephone		Fax	
Address/Location of Property	<u>2284 GA HWY 18, West Point, GA 31833</u>		
County Zoning Classification	<u>SFMD</u>	Requested Zoning Classification	<u>R-1A</u>
Present Land Use	<u>Single-Family/Rural/Agricultural Use</u>		

Upon receipt of this application for annexation of property to the City, such application shall be placed on an agenda of the City Council meeting within 60 days of the filing of such application.

Petitioners for annexation must present to the Planning & Zoning Department the following information:

___ A petition for annexation into the City of West Point, Georgia, which shall be in the form of a letter and include:

- ✓ Petitioner's Name
- ✓ Mailing Address
- ✓ Contact Telephone Number
- ✓ Address or Tax Map Number of the property(s) proposed for annexation
- ✓ County Zoning Classification(s)
- ✓ Requested Zoning Classification(s)
- ✓ Present Land Use of the property(s)
- ✓ Proposed Land Use of the property(s)

___ A completed property owners authorization form (attachment A). If multiple properties are being requested a separate application shall be submitted.

___ A legal description of the property(s) and a legal description for each zoning classification being requested.

Application for Annexation Zoning

City of West Point, Georgia

— A survey by a licensed and registered land surveyor (which shall show, at a minimum, the extents of the property, size in acres, adjacent property owners, and the existing city limits line). One (1) plat 18" x 24" minimum and one (1) 8 1/2" x 11" shall be submitted with the application for annexation.

— Fees for the Annexation application shall be made payable to the City of West Point in the amount shown in the fee schedule.

The City shall notify Troup or Harris County of intent to annex within 5 business days of receipt of the request for annexation. This notification shall include all relevant data pertaining to the proposed land use of the area to be annexed. The Planning Commission will consider zoning and other relevant planning issues including whether the proposed annexation meets the intent of the Comprehensive Plan and whether the property should be annexed. Upon receiving a recommendation from the Planning Commission, the City Council may choose to proceed with annexation of the property. Upon approval of annexation of the property and placing a zoning designation with the property, the City shall submit the proposed annexation to the U.S. Department of Justice (DOJ) for review. Upon review and favorable comment from DOJ, the annexation is officially in place. The annexation shall be effective on the last day of the calendar quarter during which the annexation occurred.

The zoning classification approved by the City following the hearing shall become effective on the later of:

- > The date the zoning is approved by the Council, and
- > The date the annexation becomes effective pursuant to O.C.G.A. §30-30-4

All annexation into the City of West Point shall meet all of the requirements for resolution of land use conflicts as required by State House Bill 489.

Building Permits

No permits shall be issued for construction of a building on newly annexed property until the City of West Point receives clearance on the annexation request from the U.S. Department of Justice as required by the Voting Rights Act of 1965, as amended.

I do hereby certify that the information provided herein is both complete and accurate to the best of my knowledge, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Jean S. Melton
Applicant's Signature

5/22/19
Date

FOR OFFICIAL USE ONLY

DATE RECEIVED _____

RECEIVED BY _____



City of West Point, Georgia

Attachment A

Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of an annexation of the property.

Name of Property Owner Jean H. Miller
Telephone Number 706-585-0546
Address of Subject Property 2284 GA Hwy 18
West Point, GA 31833

I swear that I am the owner or legal representative of the property which is the subject matter of the attached application, as it is shown in the records of Troup County or Harris County, Georgia.

Jean H. Miller
Signature of Property Owner/Legal Representative

Personally appeared before me

Jean H. Miller

who swears the information contained
in this authorization is true and correct
to the best of his/her knowledge and belief.

Helen F. Zachry
Notary Public 9-7-2020

(Affix Raised Seal Here)

5-22-19
Date

EXHIBIT C



TROUP COUNTY
BUILDING & ZONING

Troup County Board of Commissioners

Patrick Crews, Chairman, District 1
Ellis P. Cadenhead, District 2
Lewis C. Davis, Jr., District 3
J. Morris Jones III, District 4
Richard English Jr., District 5

August 8, 2019

Mr. Dennis S. Dutton
City of West Point Community Development Director
730 1st Avenue
West Point, Georgia 31833

RE: Annexation on Georgia Highway 18

Dear Mr. Dutton,

In response to the notice of annexation for Parcel 0763 000042, located at 2284 Georgia Hwy 18, there are no county facilities or property in the area to be annexed.

The county does not have any objection to the annexation on the basis of land use.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

Eric L. Mosely
County Manager

AN ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WEST POINT TO AMEND THE CODE OF THE CITY; TO AMEND THE ZONING MAP AND ORDINANCES OF THE CITY SO AS TO CLASSIFY THE USE ZONE OF REAL ESTATE TO BE ANNEXED INTO THE CITY LOCATED ON GA. HWY. 18 AND OWNED BY JEAN HUNT MILLER; TO REPEAL CONFLICTING ORDINANCES; TO FIX AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE CITY COUNCIL OF WEST POINT, AS FOLLOWS:

SECTION 1:

That the zoning map and ordinances of the City of West Point be amended so as to classify as R 1-A (single-family dwelling district) the following described real estate which is to be annexed into the corporate limits of the City of West Point, to wit:

All that tract or parcel of land lying and being in 179 and 224 Land Lots of the 5th land District of Troup County, Georgia, containing 15.99 acres, more or less, located on Ga. Hwy. 18, said parcel also known as Troup County Tax Map Parcel Number 07-63-000-042.

SECTION 2:

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3:

Pursuant to Official Code of Georgia Annotated Section 36-66-4(d)(4), this ordinance after adoption by the Council and upon approval by the Mayor, shall become effective upon the latter of the following dates: (1) the date the zoning is approved by the Mayor and Council; or (2) the

date that the annexation of the above-referenced property becomes effective pursuant to Official Code of Georgia Annotated 36-36-2.

READ AND ADOPTED _____

Steve Tramell, Mayor

Joseph R. Downs, III, Councilmember

Alanteo Hutchinson, Councilmember

Gerald W. Ledbetter, Councilmember

Gloria R. Marshall, Councilmember

Sandra Thornton, Councilmember

Deedee Williams, Councilmember

ATTEST:

City Clerk

City of West Point

City Council Staff Report



To: Honorable Mayor and City Council

Date:

August 27, 2019

Report Prepared By:

Ed Moon

Report Submitted By:

Ed Moon

City Manager

Subject:

Agreement Regarding Hotel Motel Tax Expenditures

Executive Summary:

The City of West Point entered into a contract on November 1 2016 with the LaGrange Troup County Chamber of Commerce for service to be provided under the Hotel Motel Tax law. The City had been notified by the LaGrange-Troup County Chamber of Commerce that the Chamber will no longer offer service applicable to Hotel Motel Tax expenditures. The agreement for services between the City and Chamber automatically renewed on June 30, 2019. The Chamber has agreed to retroactively end the contract on June 30, 2019 with concurrence from the City Council. The average amount of the funds collected for Hotel Motel Tax in West Point is \$7,500 (8% tax). The City will search for other options to utilize these funds. Each local government imposing a Hotel-Motel Tax is required to adopt a budget plan specifying how the expenditure requirements of the Code will be met [O.C.G.A. 48-13-50(a)(9)(A)]. Additionally, each local government imposing the tax is required to include in annual audited financial statements a determination as to whether the local government has complied with the applicable expenditure requirements [O.C.G.A. 48-13-50(a)(8)(B)]. This compliance determination must include the amounts expended or contractually committed for expenditure as provided in O.C.G.A. 48-13-50 and must express such amounts as a percentage of tax receipts collected during the fiscal year. Note that O.C.G.A. 48-13-50.2(2) defines "Promoting tourism,

conventions, and trade shows” as “planning, conducting, or participating in programs of information and publicity designed to attract or advertise tourism, conventions, or trade shows”.

Staff Recommendation:

Staff recommends ending the agreement on June 30, 2019. No funds were submitted after this date to the Chamber.

Financial Impact:

None

Description:

None

Noticing Requirements/Public Outreach:

Notify the Lagrange-Troup County Chamber of Commerce, Inc of the council action to terminate the agreement.

Attachments:

Agreement

**AGREEMENT REGARDING HOTEL/MOTEL
TAX EXPENDITURES**

THIS AGREEMENT made and entered into this 1st day of November, 2016, by and between the CITY OF WEST POINT, GEORGIA, a municipal corporation of Troup County, Georgia (hereafter "City"), and LAGRANGE-TROUP COUNTY CHAMBER OF COMMERCE, INC. (hereafter "Chamber").

WITNESSETH:

WHEREAS, O.C.G.A. § 48-13-51 authorizes a municipality to levy and collect an excise tax upon the furnishing for value to the public of rooms, lodgings or accommodations (hereafter sometimes hotel/motel tax);

WHEREAS, a portion of the hotel/motel tax is to be expended for the promotion of tourism, conventions and trade shows within the City, and Georgia law allows City to contract with Chamber for the expenditure of said funds;

WHEREAS, while the City currently assesses such excise tax at 8%;

WHEREAS, Chamber and City desire to enter a contract as contemplated by O.C.G.A. § 48-13-51(3) for the expenditure of a portion of the excise tax collected;

NOW, THEREFORE, in consideration of the following mutual promises, covenants and conditions, Chamber and City agree as follows:

1. Term. The initial term of this contract shall be for an eight (8) month period beginning November 1, 2016, and ending June 30, 2017. Thereafter, this contract shall be automatically renewed for subsequent one (1) year terms upon the mutual agreement of each of the parties hereto. Payment of funds by City to Chamber and acceptance of such funds by Chamber from City during any subsequent fiscal year of City shall signify the agreement of both parties to renew this contract for that particular fiscal year.

2. Budget Plan Required. Pursuant to O.C.G.A. § 48-13-51(e)(2), Chamber shall provide to City a plan for expenditures to be made for the upcoming fiscal year for the promotion of tourism, conventions and trade shows within the City of West Point. Upon approval of said expenditure plan by City, such budget plan shall be made a part of the City of West Point budget

plan. Chamber shall provide such plan for expenditures upon a schedule reasonably required by City to meet its budget schedule.

3. Funding; Reporting.

(a) City shall pay to Chamber, from time to time, on a monthly basis, those portions of the hotel/motel tax which are, pursuant to O.C.G.A. § 48-13-51, to be expended for the promotion of tourism, conventions and trade shows by Chamber on behalf of City. The portion of the hotel/motel tax to be paid to Chamber is dependent upon whether City has determined to fund tourism product development as defined in O.C.G.A. § 48-13-50.2. Unless and until City has identified and selected such project(s), the amount remitted to Chamber by City will constitute 62.50% of the total hotel/motel taxes collected. In the event City determines to fund tourism product development as referenced herein, City shall notify Chamber in January of the then-current term of its intent to so modify payments hereunder at the beginning of the following term. Notwithstanding any other provision contained herein, City shall remit to Chamber 100% of the total hotel/motel taxes collected, until such time as payments from City to Chamber shall total \$10,000.00. Thereafter, City shall make such payments as are required in the remainder of this Section 3(a).

(b) Chamber agrees to provide to City, on a monthly basis throughout the term of this Agreement, a detailed report showing how the monies remitted to the Chamber by City have been utilized.

(c) On an annual basis, Chamber shall provide to the City a written report on the status of the promotion activities and projects undertaken by the Chamber during the preceding twelve (12) month period.

(d) Chamber shall maintain records sufficient to demonstrate expenditures of hotel/motel tax receipts meet the requirements of O.C.G.A. § 48-13-51.

(e) Chamber shall not comingle funds received from City pursuant to this agreement with any other funds of Chamber except those hotel/motel tax funds received from Troup County and the City of LaGrange.

4. Oversight. Chamber agrees to establish a nine-member Tourism Advisory Committee, to consist of the following persons: one (1) person appointed by City, who shall be

appointed for a three (3) year term and removable by City, with or without cause; two (2) persons appointed by the City of LaGrange; one (1) person appointed by Troup County Board of Commissioners; one (1) person appointed by the City of Hogansville; the Chairperson of Chamber, or his/her designee; the Vice-Chair of Tourism of Chamber; one (1) representative of a lodging facility; and one (1) representative of a tourist attraction. The President of Chamber and Chamber Tourism Director may serve as ex-officio, non-voting members of the committee. While the Board of Directors of Chamber approves all plans and expenditures for those funds paid to the Chamber pursuant to this agreement, the Tourism Advisory Committee will review all such plans and expenditures and have the primary responsibility for making recommendations to the Chamber Board and for planning such expenditures. Nothing contained herein shall prevent Chamber from establishing other committees, including tourism committees, but during the term of this agreement, the Tourism Advisory Committee will have those members and responsibilities set forth herein.

5. Future Effect. Nothing contained herein shall be construed to require City to continue levying the excise tax referred to herein at a rate of eight percent (8%). In the event that the rate of taxation should change or in the event that other purposes for which the expenditures of these funds could be lawfully made should exist within the City of West Point, then, and in such event, this contract may be amended by the City as may be reasonably required to comply with the provisions of O.C.G.A. § 48-13-51, et seq., or any other laws at the time in effect with respect to the subject matter of this agreement.

6. Assignment. Neither City nor Chamber shall assign any of its rights, duties, and/or responsibilities under this Contract without prior approval of the other party.

7. Entire Agreement. This Contract represents the sole and complete understanding of the terms of the agreement between the parties hereto and may be amended, changed, or modified only by a written document signed by the parties hereto.

Executed the day and year first above-written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF WEST POINT, GEORGIA (SEAL)

BY: [Signature]
Mayor Pro Tem

ATTEST: [Signature]
Clerk

LAGRANGE-TROUP COUNTY CHAMBER
OF COMMERCE (SEAL)

BY: _____
President

ATTEST: _____
Secretary

City of West Point

City Council Staff Report



To: Honorable Mayor and City Council

Date:

Prepared By:

Report Submitted By:

Richard McCoy

Ed Moon

City Clerk

City Manager

Subject:

2019 Millage Rate

Executive Summary:

Based on the Millage Rate calculations staff recommends reducing the Millage Rate from 9.257 to 9.181. Revenues will increase by \$182,326.00 due to increases in the 2019 digest that are not related to reassessment.

Staff Recommendation:

Reduce the 2019 Millage rate to 9.181

Financial Impact:

Increased revenue

Description:

None

Noticing Requirements/Public Outreach:

No public hearing required

Attachments:

PT-32.1

Notice

Resolution

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2019

COUNTY: Troup/Harris	TAXING JURISDICTION: City of West Point
-----------------------------	--

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2018 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2019 DIGEST
REAL	114,421,052	1,562,111	3,714,285	119,697,448
PERSONAL	231,117,473		30,989,275	262,106,748
MOTOR VEHICLES	1,841,970		(249,980)	1,591,990
MOBILE HOMES	2,268		320	2,588
TIMBER -100%	32,686		(32,686)	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	347,415,449	1,562,111	34,421,214	383,398,774
EXEMPTIONS	179,056,351		14,730,617	193,786,968
NET DIGEST	168,359,098	1,562,111	19,690,597	189,611,806
	(PYD)	(RVA)	(NAG)	(CYD)
2018 MILLAGE RATE:	9.257		2019 MILLAGE RATE:	9.257

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2018 Net Digest	PYD	168,359,098	
Net Value Added-Reassessment of Existing Real Property	RVA	1,562,111	
Other Net Changes to Taxable Digest	NAG	19,690,597	
2019 Net Digest	CYD	189,611,806	(PYD+RVA+NAG)
2018 Millage Rate	PYM	9.257	PYM
Millage Equivalent of Reassessed Value Added	ME	0.076	(RVA/CYD) * PYM
Rollback Millage Rate for 2019	RR - ROLLBACK RATE	9.181	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2019 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	9.181
	2019 Millage Rate	9.257
	Percentage Tax Increase	0.83%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2019 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2019 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2019 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2019 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party

Title

Date

NOTICE

The City of West Point Mayor and City Council does hereby announce that the millage rate will be set at a meeting to be held at 730 1st Ave., West Point City Hall in the Council Chamber on September 9, 2019 at 5:30 p.m. and pursuant to the requirements of O.C.G.A. § 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2019 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY

CITY OF WEST POINT		2014	2015	2016	2017	2018	2019 Roll Back
C i t y o f W e s t P o i n t	Real & Personal	291,826,970	365,285,080	382,214,248	342,886,032	345,538,523	381,804,196
	Motor Vehicles	4,716,240	3,859,200	2,991,990	2,392,730	1,841,970	1,591,990
	Mobile Homes	2,568	2,568	2,568	2,344	2,268	2,588
	Timber - 100%			45,159		32,686	
	Heavy Duty Equipment		50,626	50,626			
	Gross Digest	296,545,778	369,197,474	385,304,591	345,281,106	347,415,447	383,398,774
	Less Exemptions	153,396,236	219,113,895	234,443,017	184,802,834	179,056,351	193,786,968
	NET DIGEST VALUE	143,149,542	150,083,579	150,861,574	160,478,272	168,359,096	189,611,806
	Gross Maintenance & Operation Millage	14.0810	14.1280	13.9630	13.3630	13.2820	13.2060
	Less Rollback (Local Option Sales Tax)	4.5560	4.7800	4.6600	4.0600	4.0250	4.0250
R A T E	NET M&O MILLAGE RATE	9.5250	9.3480	9.3030	9.3030	9.2570	9.1810
	TOTAL M&O TAXES LEVIED	\$1,363,499	\$1,402,981	\$1,403,465	\$1,492,929	\$1,558,500	\$1,740,826
	Net Tax \$ Increase		\$39,482	\$484	\$89,464	\$65,571	\$182,326
	Net Tax % Increase		2.90%	0.03%	6.37%	4.39%	11.70%
TAX							

NOTICE

The City of West Point Mayor and City Council does hereby announce that the millage rate will be set at a meeting to be held at 730 1st Ave., West Point City Hall in the Council Chamber on September 9, 2019 at 5:30 p.m. and pursuant to the requirements of O.C.G.A. § 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2019 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY

CITY OF WEST POINT	2014	2015	2016	2017	2018	2019 Without Roll Back
C i t y w i d e A r e a	Real & Personal	291,826,970	365,285,080	382,214,248	342,886,032	345,538,523
	Motor Vehicles	4,716,240	3,859,200	2,991,990	2,392,730	1,841,970
	Mobile Homes	2,568	2,568	2,568	2,344	2,268
	Timber - 100%			45,159		32,686
	Heavy Duty Equipment		50,626	50,626		
	Gross Digest	296,545,778	369,197,474	385,304,591	345,281,106	347,415,447
	Less Exemptions	153,396,236	219,113,895	234,443,017	184,802,834	179,056,351
	NET DIGEST VALUE	143,149,542	150,083,579	150,861,574	160,478,272	168,359,096
	Gross Maintenance & Operation Millage	14.0810	14.1280	13.9630	13.3630	13.2820
	Less Rollback (Local Option Sales Tax)	4.5560	4.7800	4.6600	4.0600	4.0250
TAX	NET M&O MILLAGE RATE	9.5250	9.3480	9.3030	9.3030	9.2570
	TOTAL M&O TAXES LEVIED	\$1,363,499	\$1,402,981	\$1,403,465	\$1,492,929	\$1,558,500
	Net Tax \$ Increase		\$39,482	\$484	\$89,464	\$65,571
	Net Tax % Increase		2.90%	0.03%	6.37%	4.39%
						\$196,736
						12.62%

RESOLUTION
2019
Ad Valorem Tax Levy

Be It Resolved that the 2019 Ad Valorem Tax Levy for the City of West Point shall be as follows:

Gross Levy	13.206 Mills
Local Option Sales Tax Credit (Rollbacks)	4.025 Mills
Effective Levy	9.181 Mills

Be It Further Resolved that the effective levy be distributed as follows:

City Tax	9.181 Mills
----------	-------------

Adopted this 9th day of September, 2019

Steven M. Tramell
Mayor

Richard McCoy
City Clerk

City of West Point

City Council Staff Report



To: Honorable Mayor and City Council

Date:

August 23, 2019

Report Prepared By:

Mike Criddle

Report Submitted By:

Ed Moon

City Manger

Subject:

Sanitation Service Provider/Contract

Executive Summary:

Due to increasingly poor service to the citizens of West Point by C&C Sanitation, initial work has begun to replace them as the provider for garbage collection services. The graph on the following pages indicates the number of monthly service discrepancies that have occurred over the past year. As you can see, the trend has not improved over that time.

Staff Recommendation:

Work toward termination of current contract with C&C, complete negotiations with new supplier, AMWASTE, notify citizens of change and transition to new company. The transition will be as smooth as possible, e.g. the pick-up dates and routes will not change, residential pricing will also remain the same.

Financial Impact:

The financial impact to the citizens of West Point will be zero, as the pricing for garbage and recycling collection will remain constant. There may be a slight increase to some commercial customers depending upon the type and frequency of service that is chosen. An ancillary cost reduction will occur over time as customer service and other tasks are performed by the contractor.

Description:

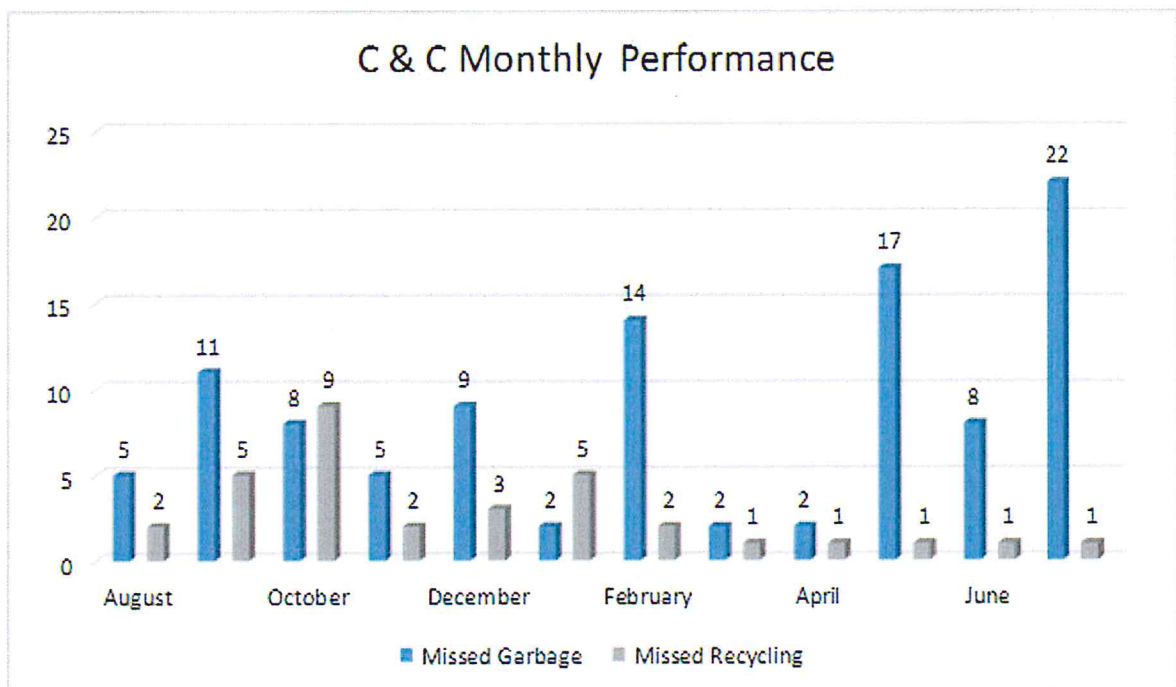
AMWASTE approached the City of West Point indicating interest in sanitation services currently provided by C&C Sanitation. Their company is a full-service provider of these services in multiple states and recently took over the accounts in Chambers County, Alabama. The primary difference noted during the initial meetings was the company's infrastructure to handle their growing business. For example, over the many years of operation they have developed an electronic tracking and customer service network that allows for their management team to observe the location and status of all trucks that are operating, and also view any current and past customer service issues.

AMWASTE will also handle all customer issues directly via separate phone number, deliver all carts and maintain said carts – both of these tasks are currently handled by City personnel.

Noticing Requirements/Public Outreach:

Prior to changing service providers, the new company will send out post cards to all customers introducing their company and providing contact information by which to report any customer service issues directly to them.

Attachments:



City of West Point

City Council Staff Report



To: Honorable Mayor and City Council

Date

August 7, 2019

Report Prepared By:

Ed Moon

Report Submitted By:

Ed Moon

City Manager

Subject:

Sale of City Property

Executive Summary:

The First Baptist Church has requested to purchase two city properties that are covered under Section 2-11 of the city code of ordinance.

- Sec. 2-11. - Sale of parcels of property too small to be used independently.

The mayor and council is hereby authorized to sell and convey parcels of property owned by the city which are narrow strips of land, so shaped or so small as to be incapable of being used independently as zoned or under applicable subdivision or other development ordinances or as streets, whether this property is owned in fee by the city or has been obtained by grant of easement. The property may be sold to abutting property owners where such sales and conveyances facilitate the enjoyment of the highest and best use of the abutting owner's property. Such sales shall not require the use of the process of an auction or solicitation of sealed bids. However, for any such sale each abutting property owner shall be notified of the availability of the property and shall have an opportunity to present a proposal of purchase for said property to the city.

The Church has provided the required property owner notification and received written permission to purchase the property from the city. The Church has agreed to pay any and all cost associated with the sale of the property.

Staff Recommendation:

Staff recommends the sale of the properties to the Church.

Financial Impact:

None. City will be relieved of any future liability associated with these properties.

Description:

None

Noticing Requirements/Public Outreach:

None required

Attachments:

Release form

Map

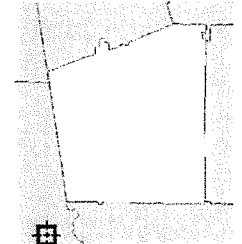
I have no objection to First Baptist Church of West Point purchasing from the City of West Point the alleyway contiguous with their property and my own.

<u>John Mackool</u> Printed Name	<u>Carl A. Blades</u> Printed Name
<u>John Mackool</u> Signature	<u>Carl A. Blades</u> Signature
<u>Food patch 8th St.</u> Address	<u>808 Ave C</u> Address
<u>West Point</u> Address	<u>West Point</u> Address
<u>706-585-1705</u> Telephone number	<u>706 643 7731</u> Telephone number
<u>Kathryn Payne</u> Printed Name	 Printed Name
<u>Kathryn Payne</u> Signature	 Signature
<u>309 East 8th. Ave</u> Address	 Address
<u>West Point</u> Address	 Address
<u>706-9573421</u> Telephone number	 Telephone number

First Baptist Church Pastor Tom Tucker 706-773-3461



Overview



Legend

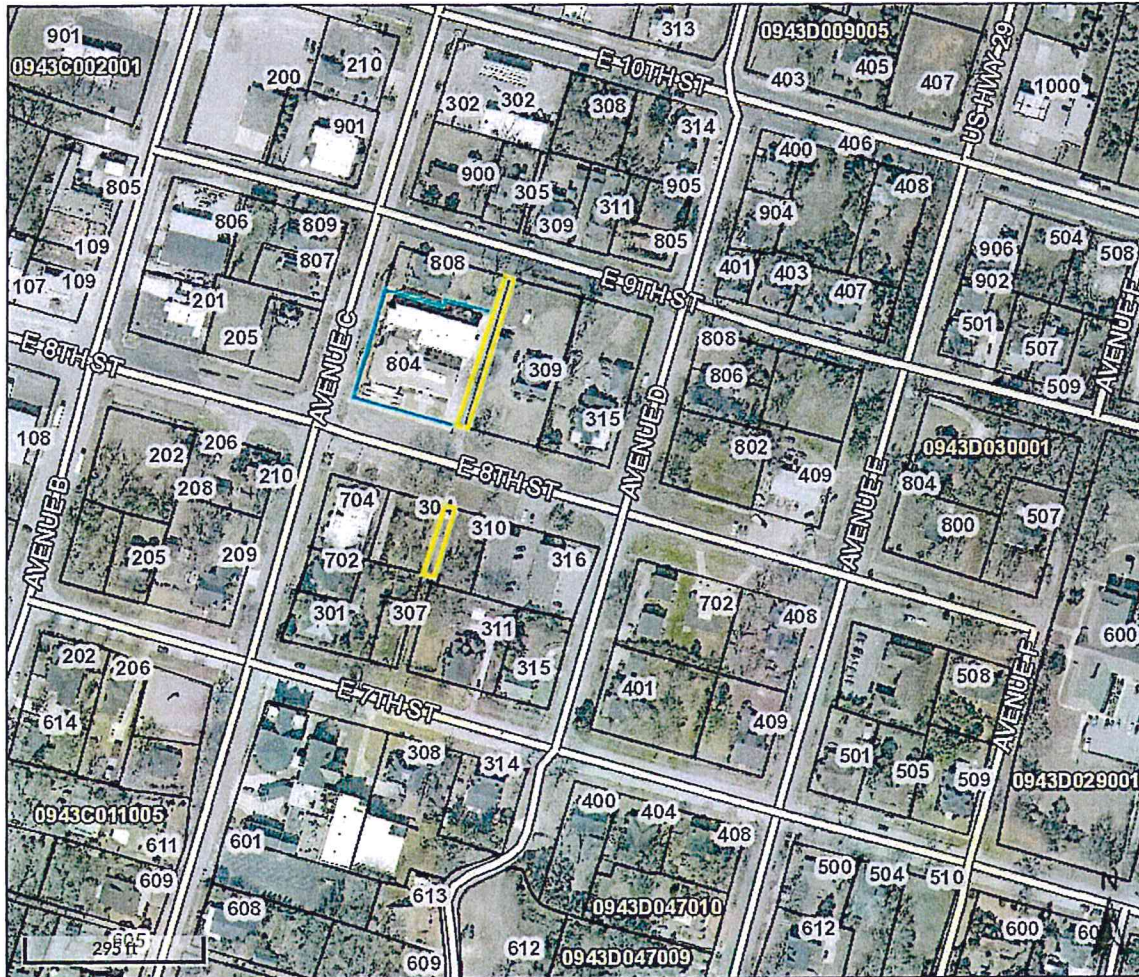
Address Numbers

□ Parcels

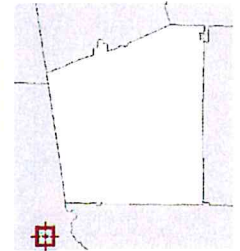
— Roads

Date created: 8/20/2019
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GEOSPATIAL



Overview



Legend

- Address Numbers
- Parcels
- Roads

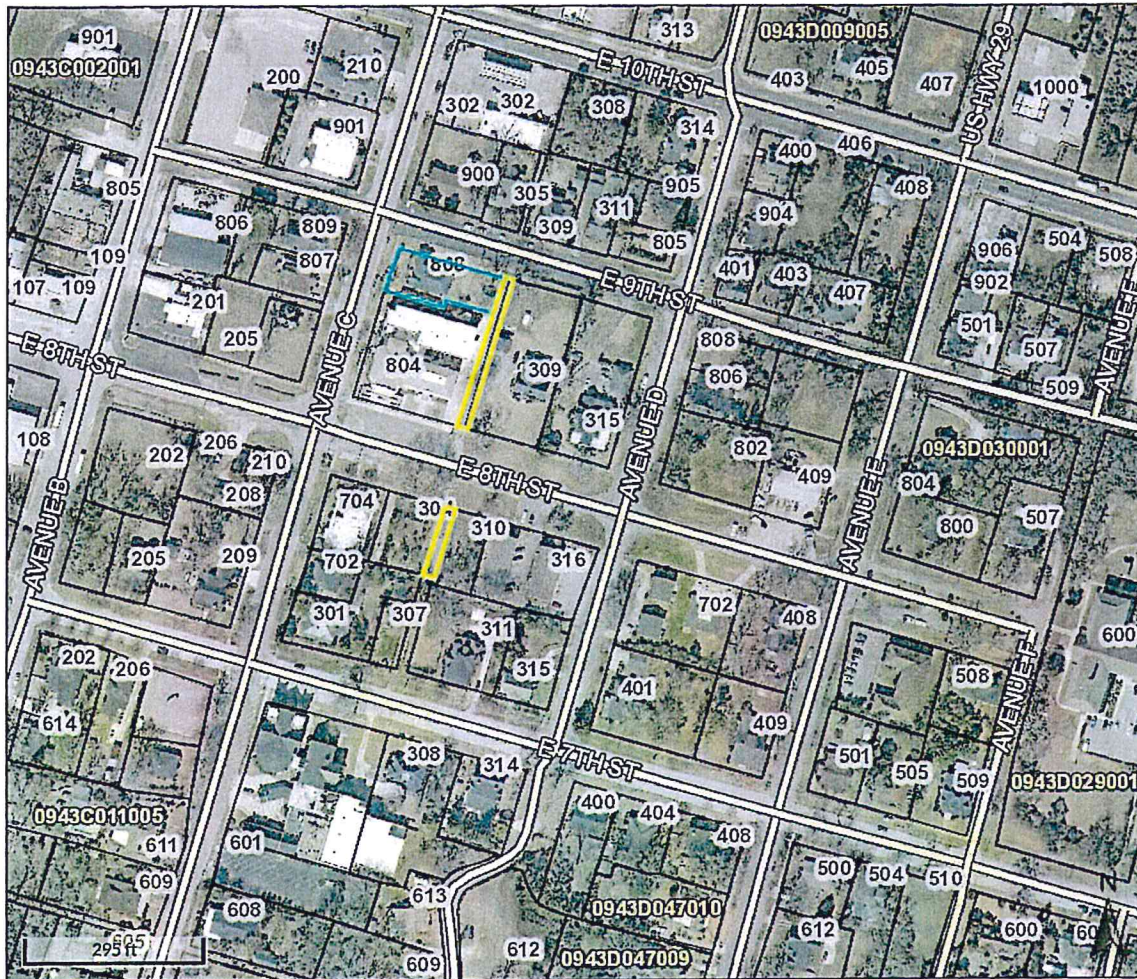
Parcel ID	0943C004005	Owner	CHURCH FIRST BAPTIST	Last 2 Sales			
Class Code	Exempt		P O BOX 147	Date	Price	Reason	Qual
Taxing District	17-WEST POINT		WEST POINT GA 31833				
	17-WEST POINT	Physical Address	804 AVENUE C ST				
Acres	0.75	Assessed Value	Value \$4804890				
		Land Value					
		Improvement Value					
		Accessory Value					

(Note: Not to be used on legal documents)

Date created: 8/20/2019

Last Data Uploaded: 8/19/2019 11:01:30 PM

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Overview



Legend

- Address Numbers
- Parcels
- Roads

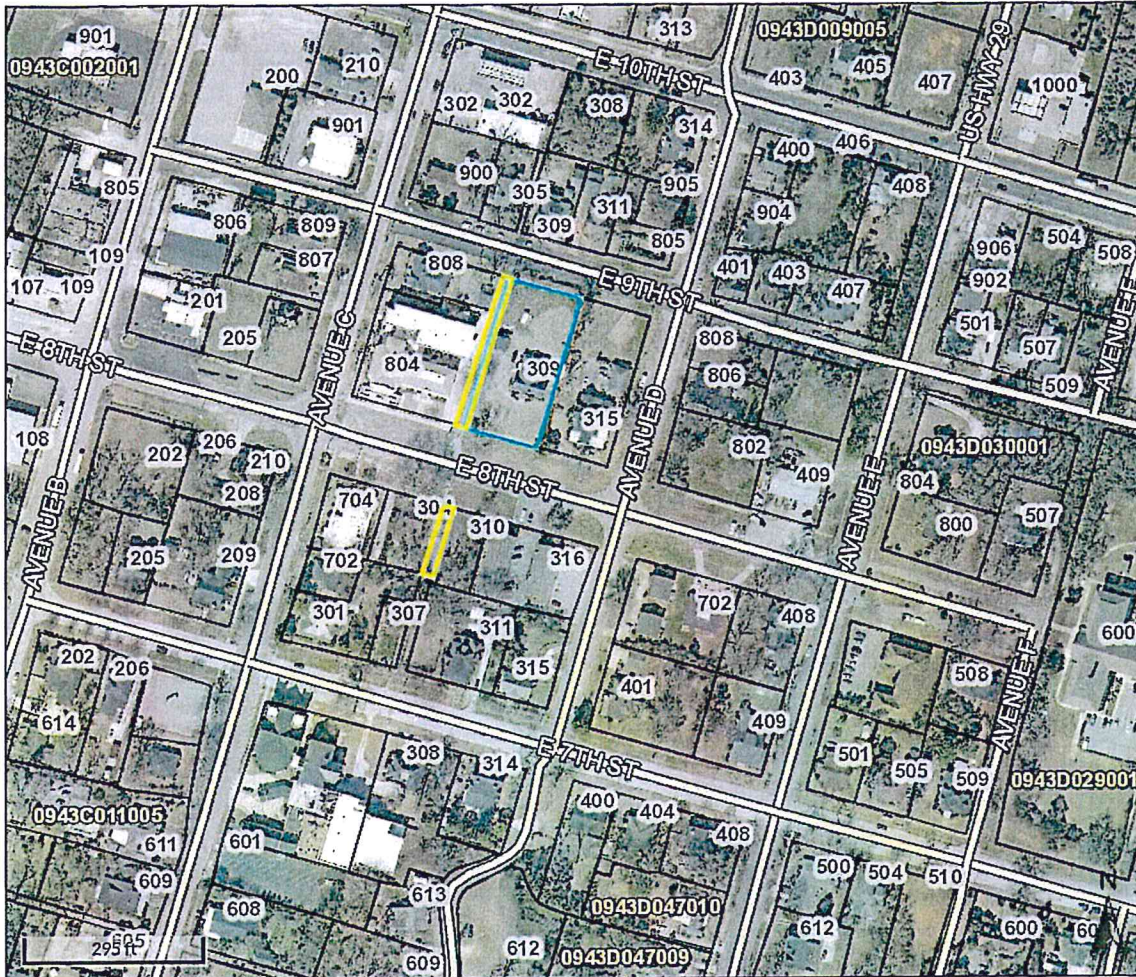
Parcel ID	0943C004003	Owner	BLADES CARL A & GAYLAK	Last 2 Sales			
Class Code	Commercial		808 AVENUE C	Date	Price	Reason	Qual
Taxing District	17-WEST POINT		WEST POINT GA 31833	7/28/2007		Q	U
	17-WEST POINT	Physical Address	808 AVENUE C	12/18/1997		N	U
Acres	1	Assessed Value	Value \$170500				
		Land Value					
		Improvement Value					
		Accessory Value					

(Note: Not to be used on legal documents)

Date created: 8/20/2019

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Overview



Legend

- Address Numbers
- Parcels
- Roads

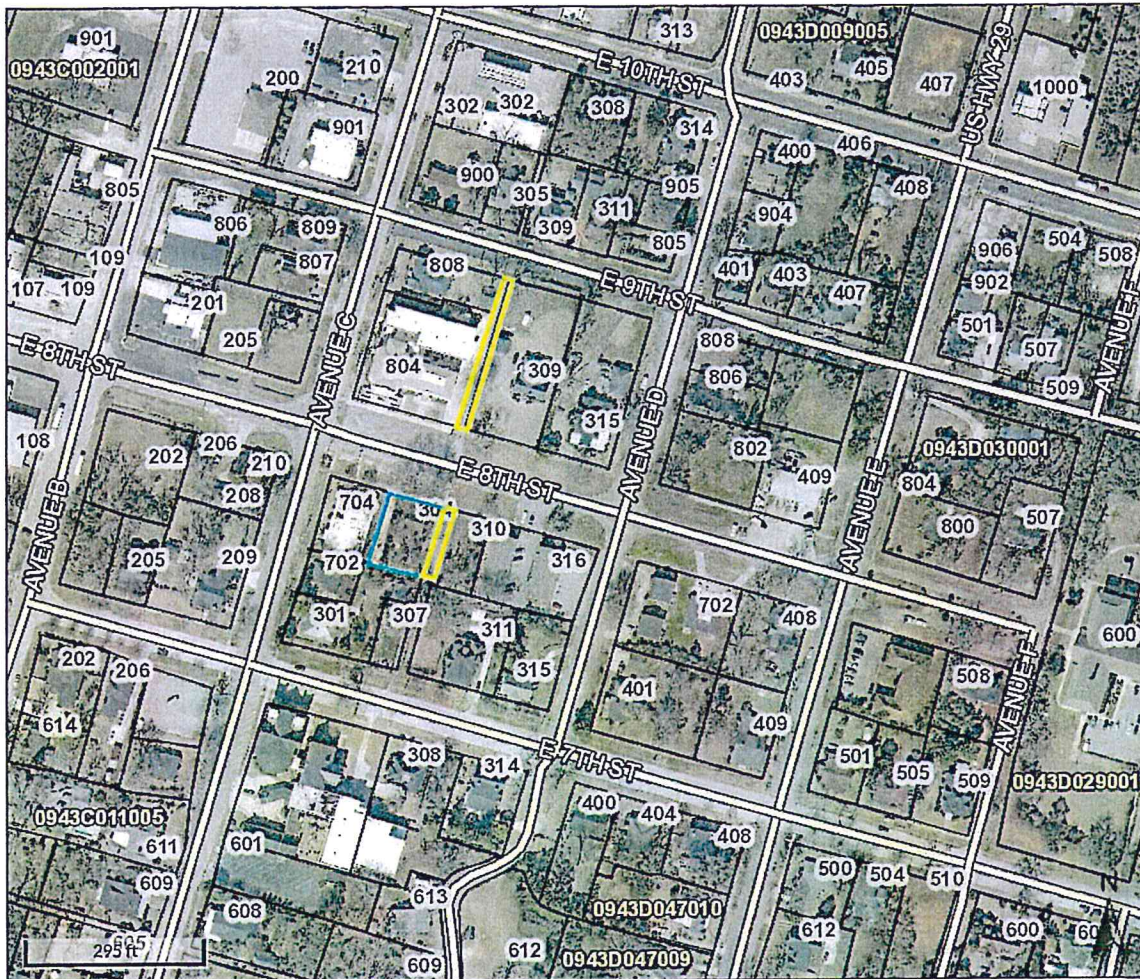
Parcel ID	0943C004002	Owner	PAYNE KATHRYN JACOBS	Last 2 Sales			
Class Code	Residential		309 E 8TH ST	Date	Price	Reason	Qual
Taxing District	17-WEST POINT		WEST POINT GA 31833	2/21/2003		N	U
	17-WEST POINT	Physical Address	309 E 8TH ST	1/1/1972		N	U
Acres	0.69	Assessed Value	Value \$105600				
		Land Value					
		Improvement Value					
		Accessory Value					

(Note: Not to be used on legal documents)

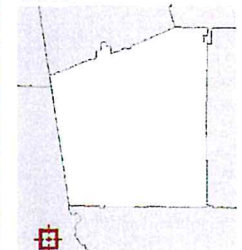
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Overview



Legend

- Address Numbers
- Parcels
- Roads

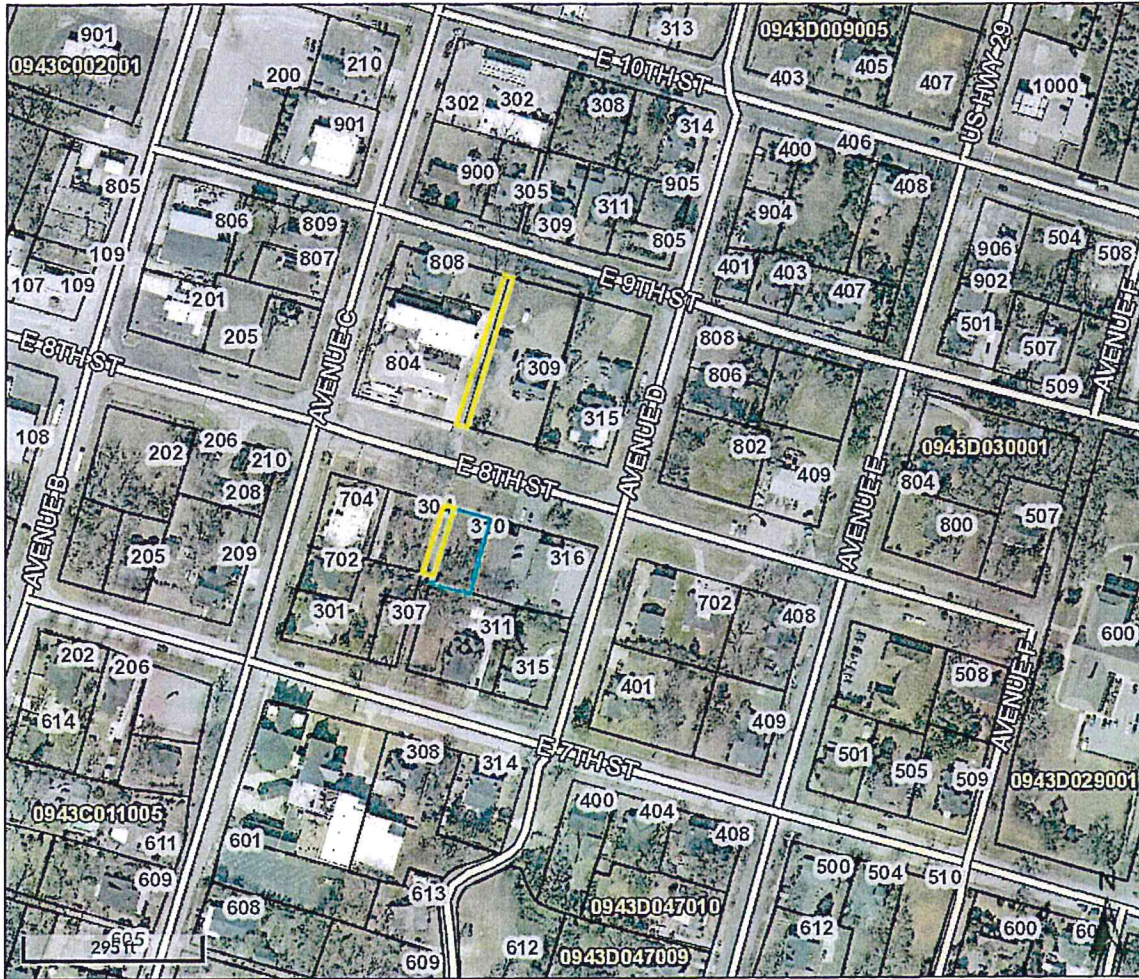
Parcel ID	0943C009003	Owner	CHURCH FIRST BAPTIST OF WEST	Last 2 Sales			
Class Code	Exempt		POINT	Date	Price	Reason	Qual
Taxing District	17-WEST POINT		P O BOX 147	7/17/2009	\$23000	BK	U
	17-WEST POINT		WEST POINT GA 31833	4/4/1984		N	U
Acres	0.25	Physical Address	304 E 8TH ST				
		Assessed Value	Value \$3200				
		Land Value					
		Improvement					
		Value					
		Accessory Value					

(Note: Not to be used on legal documents)

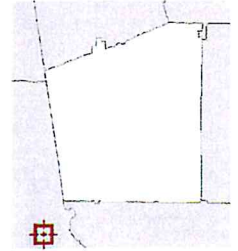
Date created: 8/20/2019

Last Data Uploaded: 8/19/2019 11:01:30 PM

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Overview



Legend

Address Numbers



Roads

Parcel ID 0943C009002
Class Code Residential
Taxing District 17-WEST POINT
17-WEST POINT
Acres 0.21

Owner MACKOOL JOANNER
7973 GUN KAY AVE
ORLANDO FL 32822
Physical Address 310 E 8TH ST
Assessed Value Value \$2720

Land Value
Improvement Value
Accessory Value

Last 2 Sales			
Date	Price	Reason	Qual
3/27/2007		M	U
10/24/1978		N	U

(Note: Not to be used on legal documents)

Date created: 8/20/2019

Last Data Uploaded: 8/19/2019 11:01:30 PM

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PART I - CHARTER

ARTICLE I. - IN GENERAL

Sec. 1. - City incorporated; constituted body corporate, politic.

The inhabitants of the territory now embraced in the corporate limits of the City of West Point, located in the Counties of Troup and Harris and State of Georgia, be, and they are hereby incorporated under the name and style of the City of West Point, and by that name shall be, and are, hereby invested with all the rights and powers and privileges incident to municipal corporations in this state, and all the rights, powers, as heretofore incorporated, shall be and are hereby vested in the City of West Point created by Georgia Laws 1900, Page 474 (the "Act"). And the said City of West Point, created by the Act, may sue and be sued, contract and be contracted with, plead and implead, have and use a common seal, make and enact through its mayor and city council, such ordinances, rules, regulations, titles, property, easements and hereditaments now belonging and resolutions for the transaction of its business and the welfare and proper government of said city as to said mayor and city council may seem best and which shall be consistent with the laws of the State of Georgia, and the United States and the said City of West Point shall be able, in law, to purchase, hold, receive, enjoy, possess and retain in perpetuity, personal, lands, tenements, hereditaments of what kind and nature soever within the limits or without the limits of said city for corporate purposes. Said City of West Point, created by this Act, is hereby made responsible as a corporate body for all the legal debts, liabilities and undertakings of said City of West Point as heretofore incorporated.

(Ga. Laws 1987, p. 3784)

Sec. 2. - Corporate limits.

The corporate limits of the City of West Point shall be as follows:

All of fractional Land Lots 57-58 and 59 lying on the west side of the Chattahoochee River in the 16th. Land District of what was Carroll but is now Troup County, Georgia; the above area being bounded on the west by the Georgia-Alabama State Line.

Also: Fractional Land Lots 316-317-318, a portion of 277-275 and 286, the whole of 283.284-285 and 276, all in the 5th. Land District, Troup County, Georgia, lying on the east side of the Chattahoochee River.

Also: Fractional Land Lot 319, a portion of Fractional Land Lot[s] 320 and 281; a portion of Land Lot[s] 282 and 278 in the 5th. Land District, Harris County, Georgia, lying on the east side of the Chattahoochee River is more fully described as follows, to-wit: Begin at a point where the center line of the Georgia Power Company high tension tower line intersects the northeast bank of the Chattahoochee River in Fractional Land Lot No. 320; thence as a physical marker follow said high tension line a northeasterly direction until the same intersects the east margin of Land Lot No. 282 for a corner; thence in a northerly direction along the Land Lot Line between Land Lot No. 282 on the west and Land Lot No. 277 on the east for 350 feet, more or less, to a concrete monument located on the north margin of Old Georgia Highway No. 103, which is also East Sixth Street; thence in a southeasterly direction along the north margin of said Street for 459.2 feet to the point of intersection of the north margin of Old Georgia Highway No. 103 and the northwest margin of Federal Highway No. 185; thence in a northeasterly direction along the northwest margin of Federal Highway No. 185 for 1482.8 feet, more or less, to the point of intersection of the northwest margin of Federal Highway No. 185 and the south margin of Land Lot No. 277 in the 5th. Land District of Troup County, Georgia (said last named point being the point of intersection of the northwest margin of Federal Highway No. 185 and the Troup County, Georgia-Harris County, Georgia County Line); thence in an easterly direction along the Troup County-Harris County Line for 7496.8 feet, more or less, to the southeast corner of Land Lot No. 224; thence north along the east margin of Land Lot No. 224 for 2970 feet, more or less, to the northeast corner of Land Lot No. 224; thence west along the north margin of Land Lot No. 224 for 2970 feet to the northeast corner of Land Lot No. 224, which is also the southeast corner of Land Lot No. 236; thence in a northerly direction along the east margin of Land Lot No. 236 for 1485 feet, more or less, to the mid-point of Land Lot No. 236; thence west along the mid-point line of Land Lot No. 236 for 2970 feet, more or less, to the east margin of Land Lot No. 276; thence north along the east margin of Land Lot No. 276 to the northeast corner; thence west along the north margin of Land Lot No. 276 to the southeast margin of the A. & W. P. Railroad right-of-way for a corner; thence north parallel with the north and south Land Lot Line 1485 feet, more or less, to center of Land Lot No. 275 for a corner; thence west parallel with the east and west Land Lot Line 1485 feet, more or less, to an iron pin located on the west margin of U. S. Highway No. 29 for a corner; thence in a northeasterly direction along the west margin of U.S. Highway No. 29, for 1760 feet, more or less, to the south margin of what is known as the Garland Road for a corner; thence east along the south margin of said road and parallel with the east and west Land Lot Line 1935 feet, more or less, to the north and south one-half Land Lot Line of Land Lot 286; thence south parallel with the north and south Land Lot Line

for 250 feet, more or less, to the north margin of Land Lot 285 for a corner; thence west along the north margin of Land Lot 285 and fractional Land Lot 316 to the east bank of the Chattahoochee River for a corner; thence in a southerly direction along the east bank of said river to the beginning point.

(Ga. Laws 1987, p. 3784)

ARTICLE II. - MAYOR AND COUNCIL

Sec. 3. - Municipal government vested in mayor and council members.

The government of said city shall be vested in a mayor and six council members. The present mayor and council members of the City of West Point shall continue in office until the expiration of the term for which they were elected, and until their successors are elected and qualified; and they and their successors and associated shall have and exercise all the rights, powers and duties hereby conferred on the mayor and council members of said City of West Point created by the Act.

(Ga. Laws 1987, p. 3784)

Sec. 4. - Powers generally.

The mayor and council members of said city shall have full power and authority to pass by-laws and ordinances respecting public buildings and grounds, regulations and ordinances for the prevention and punishment of disorderly conduct and conduct liable to disturb the peace and tranquility of any citizen or citizens thereof, and any other by-law, regulation, and ordinance that they may deem proper for the security of the peace, health, order and good government of said city.

(Ga. Laws 1987, p. 3784)

Sec. 5. - General penalty for violation of ordinances.

The mayor and council members shall have full power and authority to prescribe by ordinances adequate penalties for all offenses against the ordinances of said city, in ways hereinbefore provided for, and to punish offenses by fines and/or imprisonment not exceeding the limits prescribed by state law for each offense, or both, to enforce the payment of fines, to

compel offenders and those who refuse to pay said fines to work on the streets or public works of said city. They shall have power to compel offenders sentenced to imprisonment in the city jail, as aforesaid, to labor on public works or on the streets to be regulated by ordinance.

(Ga. Laws 1987, p. 3784)

Sec. 6. - Conflict of interests.

It shall not be lawful for the mayor or any council member to be interested either directly or indirectly, in any contract with the City of West Point, the mayor and council members, or any one of them, having for its object public improvement of the city or any part thereof, or for material to be used for such purpose or the expenditure of its moneys. Nor shall the mayor or any council member be involved with or have any interest in any matter which involvement and/or interest shall be deemed to be a conflict of interest as such is defined and described under any applicable state or federal law, rule, or regulation. Any violation of this section by the mayor or council member, or any one of them, shall be punished as provided by law.

(Ga. Laws 1987, p. 3784)

Sec. 7. - Qualifications for mayor and council members.

No person shall be eligible to the office of mayor or council member of said city unless he or she shall have met all qualifications for such candidacy as set forth in the Constitution and statutes of the State of Georgia.

(Ga. Laws 1987, p. 3784)

Sec. 8. - Terms of office; filling vacancy.

The date for the conduct of municipal elections for the city shall be as established by the laws and Constitution of the State of Georgia. On such election date in every fourth year an election shall be held for a mayor whose term of office shall be four years and until his successor is elected and qualified. On the date set by state law for the conduct of municipal elections and biennially thereafter there shall be held an election at which three council members shall be elected for a term of four years to succeed the council members whose terms of office shall have expired at the date of such election. Such council members shall hold office until their successors are elected and qualified.

If any vacancy occurs in said council, the vacancy shall be filled, for the unexpired term, by the mayor and council.

If any vacancy occurs in the office of mayor, the vacancy shall be filled, for the unexpired term, by the then sitting Mayor pro tem; provided, however, that if such vacancy occurs within the first sixteen months of the vacated mayor's term, the Mayor pro tem shall serve only until his successor is elected and takes office as hereinafter provided.

If such vacancy in the office of mayor occurs within the first sixteen months of the vacated mayor's term, a special election shall be held in conjunction with the next general municipal election following such vacancy for the purpose of electing a mayor to serve the balance of the vacated mayor's unexpired term. The person so elected shall take office on the second Monday in January immediately following such special election.

If any vacancy occurs in the office of Mayor subsequent to the expiration of sixteen months of the vacated mayor's term the Mayor pro tem shall serve the remainder of the vacated mayor's unexpired term.

(Ga. Laws 1987, p. 3784)

Sec. 9. - Time for taking office; oath.

On the second Monday in January, each year, the persons elected to the office of mayor and council members shall appear at the council chamber in said city and take and subscribe before some judicial officer, or the mayor of said city then in office, the following oath:

"I do solemnly swear that I will perform the duties of mayor (or council member, as the case may be) of the City of West Point, to the best of my skill and ability, and as to me shall deem to the best interest and welfare of said city without fear, favor or affection. So help me God."

And shall forthwith enter upon the discharge of the duties of his or her office.

(Ga. Laws 1987, p. 3784)

Sec. 10. - Mayor; general powers and duties.

The mayor of said city shall be the chief executive officer of the City of West Point. He or she shall see that all laws, ordinances, resolutions and rules of said city are faithfully and fully executed and enforced and that all the officers of said city faithfully discharge the duties required of them. He or she shall have general supervision and jurisdiction of the affairs of said city. He or she shall preside at all meetings of the mayor and council of said city, and shall have the right to vote in all elections and upon all questions which may come before said body, except upon questions where he or she is disqualified by reason of interest or otherwise.

(Ga. Laws 1987, p. 3784)

ARTICLE III. - OFFICERS AND EMPLOYEES

Sec. 11. - Filling vacancies.

The mayor and city council shall have full power and authority to fill any vacancy that may occur in any office, held under election or appointment by the said mayor and council, for the unexpired term of such office.

(Ga. Laws 1987, p. 3784)

Sec. 12. - Performance bonds; payment into treasury.

The mayor and city council shall have full power and authority to establish a bond to insure the faithful performance of the duties of the officers of said city, such bond fees when collected to be paid into the city treasury.

(Ga. Laws 1987, p. 3784)

Sec. 13. - Mayor pro tempore; election; term of office.

At the first regular meeting of the mayor and city council in January of each year, they shall elect one of their number Mayor pro tem, whose term of office shall be for one year and until his successor is elected and qualified.

(Ga. Laws 1987, p. 3784)

Sec. 14. - Election of city officers.

At the first regular meeting of the mayor and council of said city in January of each year, they shall elect a municipal court judge, a recorder pro tempore, and a city attorney. Each of said officers shall take such oath, give such bond, receive such salary and perform such duties as the mayor and city council may prescribe.

(Ga. Laws 1987, p. 3784; Ord. No. 13-1, § 1, 3-11-13)

Sec. 15. - Duties of chief of police.

It shall be the duty of the Chief of Police of said city to levy all executions in favor of said city for taxes and fines, and advertise and sell the property levied on, in accordance with the laws governing sheriff's sales of this state.

(Ga. Laws 1987, p. 3784)

Sec. 16. - City manager; duties.

The mayor and city council shall appoint for an indefinite term an officer whose title shall be city manager and who shall be the head of the administrative branch of the city government. The city manager shall serve at the pleasure of the mayor and city council and shall receive such salary as the city council shall fix. The city manager shall be responsible to the mayor and city council for the proper administration of the affairs of the city. As the chief administrator, the city manager shall have the power to appoint and remove all employees in the administrative service of the city, except the city clerk, city attorney, city physician, utilities superintendent, chief of police, chief of fire department, city engineer, and city sexton, municipal court judge, who shall be appointed as provided in this charter; and provided that the city manager may only recommend the employment of department heads, as defined by ordinance, who shall be hired and fired only with the approval of the mayor and city council. It shall be the duty of the city manager to supervise the administration of the affairs of the city; to see that the ordinances, regulations and resolutions of the mayor and city council and the laws of the state of Georgia are faithfully executed and enforced; to make such recommendations to the mayor and city council concerning the affairs of the city as he or she shall deem expedient; to keep the mayor and city council advised of the financial condition of the city and of future financial needs of the city; to attend all meetings of the mayor and city council as directed by the mayor and city council, and to prepare and submit to the mayor and city council such reports as he or she may deem expedient or as may be required of him or her by the mayor and council; and to perform all other duties as may

be required of him or her by the mayor and council. The city manager shall be the purchasing agent for the city of all supplies, materials, equipment, and all other articles and wares of every kind and description used by the city.

(Ga. Laws 1987, p. 3784)

Sec. 17. - City clerk-treasurer; duties.

The city clerk and city treasurer, shall be one office. It shall be the duty of the clerk and treasurer to receive the tax returns, collect the taxes, licenses and special business taxes, and all other taxes, fines and assessments made by the mayor and council, keep the different fund separate, make monthly reports of the state of the different funds on hand and the condition of the treasury, attend the meetings of the mayor and council, keep minutes of such meetings and record the same in a book to be kept for that purpose, and to perform such other duties as the mayor and council may require of him or her.

(Ga. Laws 1987, p. 3784)

Sec. 18. - Publication of financial statement.

The clerk and treasurer of the City of West Point shall annually publish in a newspaper in said city a tabulated statement showing the receipts and disbursements of the city's money up to the thirty-first of December of the year for which the report is made.

(Ga. Laws 1987, p. 3784)

Sec. 19. - Investigation of city officials; subpoena power.

The mayor and city council shall be empowered and authorized through a committee or by themselves, in the discretion of said mayor and city council, whenever necessary to examine into the working of, and business of any office or conduct of any officer, and said committee, or the mayor and council conducting such examination swear witnesses and compel the attendance of persons and production of books and papers and all disclosures pertinent to such investigation as may be provided by state law.

(Ga. Laws 1987, p. 3784)

ARTICLE IV. - COURTS

Sec. 20. - Municipal court; office of municipal judge; penalties

Pursuant to the provisions of O.C.G.A. § 36-32-1, there is hereby established the municipal court for the City of West Point, Georgia which shall have jurisdiction over the violation of municipal ordinances and over such matters as are by general law made subject to the jurisdiction of municipal courts.

Pursuant to the provisions of O.C.G.A. § 36-32-2, there is hereby established the office of municipal court judge. The municipal court judge shall be appointed by the city council at its first regular meeting in January of each year and shall serve at the pleasure of the city council. The municipal court judge shall possess such qualifications and shall receive such compensation as shall be fixed by the city council. At its first regular meeting in January of each year the city council shall also appoint a recorder pro tempore who shall preside over the municipal court in the absence or disqualification of the municipal judge. The municipal court of the city, unless otherwise provided in a local law relating to the municipal court of the city, shall be authorized to impose any punishment up to the maximums specified by the general laws of the State of Georgia, including the maximums specified in subparagraphs (a)(2)(B) and (a)(2)(C) of O.C.G.A. § 36-35-6.

(Ga. Laws 1987, p. 3784)

Sec. 21. - Incorporation of state law.

The provisions of O.C.G.A. § 36-32-1, et seq. pertaining to the establishment, powers, authority, and jurisdiction of municipal courts are hereby adopted by the city and incorporated by reference into this charter.

(Ga. Laws 1987, p. 3784)

ARTICLE V. - ELECTIONS

Sec. 22. - Manner of holding elections; candidate and voter qualification.

The manner of holding elections and the qualifications for candidacy for municipal office and eligibility to vote in municipal elections shall be as set forth in Article II of the Constitution of the State of Georgia and in O.C.G.A. § 21-2-1, et seq. and the provisions of such article of the state constitution and sections of the state code are hereby adopted by the city and incorporated by reference into this charter.

(Ga. Laws 1987, p. 3784)

Sec. 23. - Procedures to be followed in conducting elections.

The procedures to be followed in conducting municipal elections shall be as set forth in O.C.G.A. § 21-2-400, et seq. and the provisions of such sections of the state code are hereby adopted by the city and incorporated by reference into this charter.

(Ga. Laws 1987, p. 3784)

ARTICLE VI. - GENERAL POWERS AND AUTHORITY

Sec. 24. - Powers and construction.

- (a) This city shall have all powers possible for a city to have under the present or future Constitution and laws of this state as fully and completely as though they were specifically enumerated in this charter. This city shall have all the powers of self-government not otherwise prohibited by this charter or by general law.
- (b) The powers of this city shall be construed liberally in favor of the city. The specific mention or failure to mention particular powers shall not be construed as limiting in any way the powers of this city. These powers shall include, but not be limited to, the following:
 - (1) *Air and water pollution.* To regulate the emission of smoke or other exhaust which pollutes the air and to prevent the pollution of natural streams or bodies of water within the corporate limits of the city;
 - (2) *Animal regulations.* To regulate and license or to prohibit the keeping or running at large of animals and fowl and to provide for the impoundment of same if in violation of any ordinance or lawful order; to provide for the

disposition by sale, gift, or humane destruction of animals and fowl when not redeemed as provided by ordinance; and to provide punishment for violation of ordinances enacted under this charter;

- (3) *Appropriations and expenditures.* To make appropriations for the support of the government of the city; to authorize the expenditure of money for any purposes authorized by this charter and for any purpose for which a municipality is authorized by the laws of the State of Georgia; and to provide for the payment of expenses of the city;
- (4) *Building regulation.* To regulate and to license the erection and construction of buildings and all other structures; to adopt building, housing, plumbing, electrical, gas, and heating and air conditioning codes; and to regulate all housing and building trades;
- (5) *Business regulation and taxation.* To levy and to provide for collection of license fees and taxes on privileges, occupations, trades, and professions; to license and regulate the same; to provide for the manner and method of payment of such licenses and taxes; and to revoke such licenses after due process for failure to pay any city taxes or fees;
- (6) *Condemnation.* To condemn property, inside or outside the corporate limits of the city, for present or future use and for any corporate purpose deemed necessary by the governing authority, utilizing procedures enumerated in Title 22 of the O.C.G.A. or such other applicable laws as are now or may hereafter be enacted;
- (7) *Contracts.* To enter into contracts and agreements with other governmental entities and with private persons, firms, and corporations;
- (8) *Emergencies.* To establish procedures for determining and proclaiming that an emergency situation exists within or outside the city and to make and carry out all reasonable provisions deemed necessary to deal with or meet such an emergency for the protection, safety, health, or well-being of the citizens of the city;
- (9) *Eminent domain.* To acquire, construct, operate, and maintain public ways, parks, public grounds, cemeteries, markets, houses, public buildings, libraries, sewers, drains, sewage treatment, waterworks, electrical systems, gas systems, airports, hospitals, and charitable, educational, recreational, sport, curative, corrective, detentional, penal, and medical institutions, agencies,

and facilities, and any other public improvements inside or outside the city and to regulate the use thereof and, for such purposes, property may be condemned under procedures established under general law applicable now or as provided in the future;

- (10) *Fire regulations.* To fix and establish fire districts and from time to time to extend, enlarge, or restrict the same; to prescribe fire safety regulations not inconsistent with general law, relating to both fire prevention and detention and to fire fighting; and to prescribe penalties and punishment for violations thereof;
- (11) *Flood regulations.* The City of West Point, [be and it] is hereby authorized to acquire by condemnation, eminent domain or other proceedings, any real property in the City of West Point, counties of Troup or Harris, which may be necessary for the protection of said city or counties from damage by floods or freshets.

State Law reference— (Ga. Laws 1920, p. 1759, § 1)

- (12) *Garbage fees.* To levy, fix, assess, and collect a garbage, refuse, and trash collection and disposal and other sanitary service charge, tax, or fee for such services as may be necessary in the operation of the city from all individuals, firms, and corporations residing in or doing business in the city benefiting from such services; to enforce the payment of such charges, taxes, or fees; and to provide for the manner and method of collecting such service charges;
- (13) *General health, safety, and welfare.* To define, regulate, and prohibit any act, practice, conduct, or use of property which is detrimental to health, sanitation, cleanliness, welfare, and safety of the inhabitants of the city and to provide for the enforcement of such standards;
- (14) *Gifts.* To accept or refuse gifts, donations, bequests, or grants from any source for any purpose related to powers and duties of the city and the general welfare of its citizens, on such terms and conditions as the donor or grantor may impose;
- (15) *Health and sanitation.* To prescribe standards of health and sanitation and to provide for the enforcement of such standards;
- (16)

Jail sentences. To provide that persons given jail sentences in the municipal court may work out such sentence in any public works or on the streets, roads, drains, and squares or other public property in the city; to provide for commitment of such persons to any jail; or to provide for commitment of such persons to any county work camp or county jail by agreement with the appropriate county officials;

- (17) *Motor vehicles.* To regulate the operation of motor vehicles and exercise control over all traffic, including parking upon or across the streets, roads, alleys, and walkways of the city;
- (18) *Municipal agencies and delegation of power.* To create, alter, or abolish departments, boards, offices, commissions, and agencies of the city and to confer upon such agencies the necessary and appropriate authority for carrying out all the powers conferred upon or delegated to the same;
- (19) *Municipal debts.* To appropriate and borrow money for the payment of debts of the city and to issue bonds for the purpose of raising revenue to carry out any project, program, or venture authorized by this charter or the laws of the State of Georgia;
- (20) *Municipal property ownership.* To acquire, dispose of, and hold in trust or otherwise any real, personal, or mixed property, in fee simple or lessor interest, inside or outside the corporate limits of the city. The mayor and council are further hereby authorized to rent or lease real or personal property owned or held by the city, either in its proprietary or governmental capacity, for adequate consideration and upon such terms and conditions as are deemed by the governing authority to be in the best interests of the city;
- (21) *Municipal property protection.* To provide for the preservation and protection of property and equipment of the city and the administration and use of same by the public; and to prescribe penalties and punishment for violations thereof;
- (22) *Municipal utilities.* To acquire, lease, construct, operate, maintain, sell, and dispose of public utilities, including, but not limited to, a system of waterworks, sewers and drains, sewage disposal, gas works, electric light plants, transportation facilities, public airports, and any other public utility; and to fix the taxes, charges, rates, fares, fees, assessments, regulations, and penalties and to provide for the withdrawal of service for refusal or failure to

pay the same; and to authorize the extension of water, sewerage, and electrical distribution systems, and all necessary appurtenances by which such utilities are distributed, inside and outside the corporate limits of the city and to provide utility services to persons, firms, and corporations inside the corporate limits of the city as provided by ordinance;

- (23) *Nuisance.* To define a nuisance and provide for its abatement whether on public or private property;
- (24) *Penalties.* To provide penalties for violation of any ordinances adopted pursuant to the authority of this charter and the laws of the State of Georgia;
- (25) *Planning and zoning.* To provide comprehensive city planning for development by zoning; and to provide subdivision regulation and the like as the city council deems necessary and reasonable to ensure a safe, healthy, and aesthetically pleasing community;
- (26) *Police and fire protection.* To exercise the power of arrest through duly appointed police officers and to establish, operate, or contract for a police and a firefighting agency;
- (27) *Public hazards; removal.* To provide for the destruction and removal of any building or other structure which is or may become dangerous or detrimental to the public;
- (28) *Public improvements.* To provide for the acquisition, construction, building, operation, and maintenance of public ways, parks and playgrounds, recreational facilities, cemeteries, markets and market houses, public buildings, libraries, public housing, airports, hospitals, terminals, docks, parking facilities, or charitable, cultural, educational, recreational, conservation, sport, curative, corrective, detentional, penal, and medical institutions, agencies, and facilities; and to provide any other public improvements, inside or outside the corporate limits of the city; to regulate the use of public improvements; and, for such purposes, property may be acquired by condemnation under Title 22 of the O.C.G.A or such other applicable laws as are now or may hereafter be enacted;
- (29) *Public peace.* To provide for the prevention and punishment of drunkenness, riots, and public disturbances;
- (30) *Public transportation.* To organize and operate or contract for such public transportation systems as are deemed beneficial;

- (31) *Public utilities and services.* To grant franchises or make contracts for public utilities and public services and to prescribe the rates, fares, regulations, and standards and conditions of service applicable to the service to be provided by the franchise grantee or contractor, insofar as not in conflict with valid regulations of the Georgia Public Service Commission;
- (32) *Regulation of roadside areas.* To prohibit or regulate and control the erection, removal, and maintenance of signs, billboards, trees, shrubs, fences, buildings, and any and all other structures or obstructions upon or adjacent to the rights-of-way of streets and roads or within view thereof, within or abutting the corporate limits of the city; and to prescribe penalties and punishment for violation of such ordinances;
- (33) *Retirement.* To provide and maintain a retirement plan for officers and employees of the city;
- (34) *Roadways.* To lay out, open, extend, widen, narrow, establish or change the grade of, abandon or close, construct, pave, curb, gutter, adorn with shade trees, or otherwise improve, maintain, repair, clean, prevent erosion of, and light the roads, alleys, and walkways within the corporate limits of the city; and to negotiate and execute leases over, through, under, or across any city property or the right-of-way of any street, road, alley, and walkway or portion thereof within the corporate limits of the city for bridges, passageways, or any other purpose or use between buildings on opposite sides of the street and for other bridges, overpasses, and underpasses for private use at such location and to charge a rental therefor in such manner as may be provided by ordinance; and to authorize and control the construction of bridges, overpasses, and underpasses within the corporate limits of the city; and to grant franchises and rights-of-way throughout the streets and roads and over the bridges and viaducts for the use of public utilities and for private use; and to require real estate owners to repair and maintain in a safe condition the sidewalks adjoining their lots or lands and to impose penalties for failure to do so;
- (35) *Sewer fees.* To levy a fee, charge, or sewer tax as necessary to assure the acquiring, constructing, equipment, operating, maintaining, and extending of a sewage disposal plant and sewerage system and to levy on those to whom sewers and sewerage systems are made available a sewer service fee, charge,

or sewer tax for the availability or use of the sewers; to provide for manner and method of collecting such service charges and for enforcing payment of the same; and to charge, impose, and collect a sewer connection fee or fees to those connected with the system;

- (36) *Solid waste disposal.* To provide for the collection and disposal of garbage, rubbish, and refuse and to regulate the collection and disposal of garbage, rubbish, and refuse by others; and to provide for the separate collection of glass, tin, aluminum, cardboard, paper, and other recyclable materials and to provide for the sale of such items;
- (37) *Special areas of public regulation.* To regulate or prohibit junk dealers, pawn shops, the manufacture, sale, or transportation of any intoxicating liquors or alcoholic beverages, and the use and sale of firearms; to regulate the transportation, storage, and use of combustible, explosive, and inflammable materials, the use of lighting and heating equipment, and any other business or situation which may be dangerous to persons or property; to regulate and control the conduct of peddlers and itinerant traders, theatrical performances, exhibitions, and shows of any kind, by taxation or otherwise; and to license, tax, regulate, or prohibit professional fortunetelling, palmistry, adult bookstores, and massage parlors;
- (38) *Special assessments.* To levy and provide for the collection of special assessments to cover the costs for any public improvements;
- (39) *Taxes: ad valorem.* To levy and provide for assessment, valuation, revaluation, and collection of taxes on all property subject to taxation;
- (40) *Taxes: extra-ordinary.* The mayor and city council may in any case of emergency, to be judged of them, levy an extraordinary tax not to exceed one-fourth of one percent of the property of said city, the said extraordinary tax to be added to the ordinary tax and collected at the same time and to be used for the same purposes.

State Law reference— (Ga. Laws 1900, p. 474, § 46)

- (41) *Taxes: other.* To levy and collect such other taxes as may be allowed now or in the future by law;
- (42)

Taxicabs. To regulate and license vehicles operated for hire in the city; to limit the number of such vehicles; to require the operators thereof to be licensed; to require public liability insurance on such vehicles in the amounts to be prescribed by ordinance; and to regulate the parking of such vehicles;

(43) *Urban redevelopment.* To organize and operate an urban redevelopment program; and

(44) *Other powers.* To exercise and enjoy all other powers, functions, rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, or general welfare of the city and its inhabitants; and to exercise all implied powers necessary to execute all powers granted in this charter as fully and completely as if such powers were fully stated in this charter; and to exercise all powers now or in the future authorized to be exercised by other municipal governments under other laws of the State of Georgia; and no listing of particular powers in this charter shall be held to be exclusive of others, nor restrictive of general words and phrases granting powers, but shall be held to be in addition to such powers unless expressly prohibited to municipalities under the Constitution or applicable laws of the State of Georgia.

(Ga. Laws 1987, p. 3784; Ord. No. 14-12, § 1, 11-10-14)

Editor's note— Ord. No. 14-12, § 1, adopted Nov. 10, 2014, amended § 24(b)(20) so as to authorize the city to rent or lease real or personal property under certain conditions.

Sec. 25. - Exercise of powers.

All powers, functions, rights, privileges, and immunities of the city, its officers, agencies, or employees shall be carried into execution as provided by this charter. If this charter makes no provision, such shall be carried into execution as provided by ordinance or as provided by pertinent laws of the State of Georgia.

(Ga. Laws 1987, p. 3784)

ARTICLE VII. - REMOVAL OF OFFICIALS

Sec. 26. - Removal of elected official from office.

- (a) The mayor and any council member shall be removed from office for any one or more of the causes provided in Title 45 of the Official Code of Georgia Annotated, or such other applicable laws as are or may be hereinafter enacted.
- (b) Removal of an official pursuant to subsection (a) of this section shall be accomplished by one of the following methods:
 - (1) Following a hearing at which an impartial panel shall render a decision. In the event an elected official is sought to be removed by the action of the mayor and/or city council, such official shall be entitled to a written notice specifying the ground or grounds for removal and to a public hearing which shall be held not less than ten (10) days after the service of such written notice. The city council shall provide by ordinance for the manner in which such hearings shall be held. Any elected official sought to be removed from such office as herein provided shall have the right of appeal from the decision of the city council to the Superior Court of Troup or Harris County, Georgia. Such appeal shall be governed by the same rules as govern appeals to the Superior Court from the Probate Court.
 - (2) By an order of the Superior Court of Troup or Harris County, Georgia, following a hearing on a complaint seeking such removal brought by any resident of the City of West Point, Georgia.

(Ga. Laws 1987, p. 3784)

CHARTER COMPARATIVE TABLE

This table shows the location of the sections of the basic Charter and any amendments thereto.

Ga. Laws	Page	Section	Section this Charter
1874	223		31
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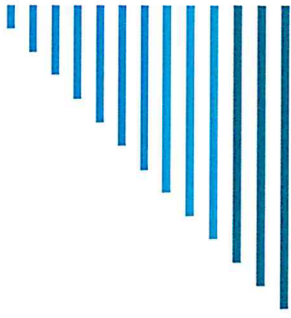
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1939	1382	1	38
1956	2140	1	40
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	2276	1	2

1962	2406	1	21—24
1963	2402	1—4	30—33
1964	801	1	Char., app. I
1970	1335	1	2
1971	279	1	12.1
	280	1	25
		2	6
1972	1217	1	12.2
1987	3784	1 Rpld	1—58
		2 Added	1—26

Ordinance Number	Adoption Date	Section	Section this Charter
<u>13-1</u>	3-11-13	1	14
14-12	11-10-14	1	24(b)(20)



INFORMATION

West Point Development Authority

Agenda

August 26, 2019

1. Invocation
2. Minutes
3. Financial Report
4. Economic Development Director Report – Meghan Duke
5. Old Business
 - Mobis – Bond Purchase Agreement
6. New Business
 - Office Lease
7. Adjournment
8. Next meeting to be held on Monday, September 23, 2019 at 12:00 noon at 707 3rd Avenue, West Point, GA.

WEST POINT DEVELOPMENT AUTHORITY

Meeting Minutes

July 22, 2019

Members Present: Kevin Patrick, Lionel Johnson, Wiky Gladden, and Griggs Zachry. Also present were Economic Development Director Meghan Duke, West Point Development Authority attorney, Larry Nix with guest Mr. Brian Appling, Mayor Steve Tramell and Mr. Rob McKenna with Page, Scrantom, Sprouse, Tucker & Ford, P.C. Josh Moon, Ed Moon and Coleman Reeves were absent.

Meeting was called to order by Kevin Patrick.

Invocation given by Wiky Gladden.

Motion was made by Wiky Gladden and seconded by Griggs Zachry to approve the minutes of the June 24, 2019 meeting. Vote to approve was unanimous by all members present.

Motion was made by Lionel Johnson and seconded by Wiky Gladden to approve the financial report for June, 2019. Vote to approve was unanimous by all members present.

Meghan Duke reported on activity for June, 2019.

Discussion of Mobis Alabama LLC – (Georgia Plant) to apply for Bond Financing for an amount of \$11,385,000 for modernization of facility and to add approximately 80 jobs within five years.

Wiky Gladden made the motion to adopt the Memorandum of Understanding and Bond Resolution for the Mobis Project. Griggs Zachry seconded the motion. Lionel Johnson abstained. Motion carried.

There being no further business, the meeting was adjourned.

Next meeting will be held on Monday, August 26, 2019 at 12:00 noon at 707 3rd Avenue, West Point, GA

Submitted by Yvonne Reed, Record Keeper

6:04 PM
08/20/19
Accrual Basis

West Point Development Authority
Balance Sheet
As of August 26, 2019

	<u>Aug 26, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
CB&T Certificate of Deposit	252,275.48
Charter Bank - Money Market Acc	201,244.31
Operating Account	<u>144,241.09</u>
Total Checking/Savings	597,760.88
Accounts Receivable	
Loan Receivable - ITC CP LLC	<u>21,240.48</u>
Total Accounts Receivable	<u>21,240.48</u>
Total Current Assets	<u>619,001.36</u>
TOTAL ASSETS	<u><u>619,001.36</u></u>
LIABILITIES & EQUITY	
Equity	
Opening Balance Equity	516,166.89
Retained Earnings	242,687.55
Net Income	<u>-139,853.08</u>
Total Equity	<u>619,001.36</u>
TOTAL LIABILITIES & EQUITY	<u><u>619,001.36</u></u>

6:04 PM
08/20/19
Accrual Basis

West Point Development Authority
Profit & Loss
July 23 through August 26, 2019

	<u>Jul 23 - Aug 26, 19</u>
Income	
Interest Income	<u>55.60</u>
Total Income	55.60
Expense	
Contract Labor	1,000.00
Lease Payment Expense	750.00
Legal and Closing	250.00
Project Development	<u>3,544.40</u>
Total Expense	<u>5,544.40</u>
Net Income	<u><u>-5,488.80</u></u>

6:05 PM

08/20/19

Accrual Basis

West Point Development Authority
Profit & Loss Detail
 July 23 through August 26, 2019

Type	Date	Num	Name	Memo	Amount	Balance
Income						
Interest Income						
Deposit	7/31/2019	deposit	Deposit	July 2019	55.60	55.60
Total Interest Income					55.60	55.60
Total Income					55.60	55.60
Expense						
Contract Labor						
Check	8/1/2019	2404	Yvonne Reed	August 2019	1,000.00	1,000.00
Total Contract Labor					1,000.00	1,000.00
Lease Payment Expense						
Check	8/1/2019	2402	Trameil Properties	August 2019	750.00	750.00
Total Lease Payment Expense					750.00	750.00
Legal and Closing						
Check	8/1/2019	2403	Morrow & Nix	August 2019	250.00	250.00
Total Legal and Closing					250.00	250.00
Project Development						
Check	8/6/2019	debit	Bobby Williams	10th Street Lawn Care	875.00	875.00
Check	8/13/2019	debit	City of West Point	10th Street Clearing Lots	2,669.40	3,544.40
Total Project Development					3,544.40	3,544.40
Total Expense					5,544.40	5,544.40
Net Income					-5,488.80	-5,488.80

6:06 PM

08/20/19

Accrual Basis

West Point Development Authority

Profit & Loss Budget vs. Actual

July 23 through August 26, 2019

	Jul 23 - Aug 26, 19	Budget	\$ Over Budget	% of Budget
Income				
Bond Income	0.00	0.00	0.00	0.0%
Interest Income	55.60	0.00	55.60	100.0%
Interest income on L/R ITC	0.00	0.00	0.00	0.0%
Intergovernmental Income	0.00	8,709.68	-8,709.68	0.0%
Miscellaneous	0.00	0.00	0.00	0.0%
Total Income	55.60	8,709.68	-8,654.08	0.6%
Expense				
Cell Phone	0.00	0.00	0.00	0.0%
Community Development	0.00	188.18	-188.18	0.0%
Computer & Website Maintenance	0.00	94.08	-94.08	0.0%
Contract Labor	1,000.00	5,362.90	-4,362.90	18.6%
Contributions	0.00	940.85	-940.85	0.0%
Education	0.00	188.18	-188.18	0.0%
Health Insurance	0.00	0.00	0.00	0.0%
Insurance	0.00	564.51	-564.51	0.0%
Lease Payment Expense	750.00	846.77	-96.77	88.6%
Legal & Closing-Projects	0.00	376.34	-376.34	0.0%
Legal and Closing	250.00	282.26	-32.26	88.6%
Marketing	0.00	611.56	-611.56	0.0%
Miscellaneous Expense	0.00	47.05	-47.05	0.0%
Office Expense	0.00	94.08	-94.08	0.0%
Payroll Expenses	0.00	0.00	0.00	0.0%
Postage	0.00	0.00	0.00	0.0%
Professional Dues & Subscript.	0.00	846.77	-846.77	0.0%
Project Development	3,544.40	2,822.58	721.82	125.6%
THING Contribution	0.00	0.00	0.00	0.0%
Travel	0.00	94.08	-94.08	0.0%
VOID	0.00	0.00	0.00	0.0%
Workforce Development	0.00	282.26	-282.26	0.0%
Total Expense	5,544.40	13,642.45	-8,098.05	40.6%
Net Income	-5,488.80	-4,932.77	-556.03	111.3%

West Point Development Authority
Profit & Loss Budget vs. Actual
 January through December 2019

	Jan - Dec 19	Budget	\$ Over Budget	% of Budget
Income				
Bond Income	100,000.00			
Interest Income	566.54			
Intergovernmental Income	90,000.00	120,000.00	-30,000.00	75.0%
Total Income	190,566.54	120,000.00	70,566.54	158.8%
Expense				
Community Development	1,425.80	2,000.00	-574.20	71.3%
Computer & Website Maintenance	0.00	1,000.00	-1,000.00	0.0%
Contract Labor	8,000.00	57,000.00	-49,000.00	14.0%
Contributions	4,600.00	10,000.00	-5,400.00	46.0%
Education	115.00	2,000.00	-1,885.00	5.8%
Insurance	4,928.40	6,000.00	-1,071.60	82.1%
Lease Payment Expense	6,000.00	9,000.00	-3,000.00	66.7%
Legal & Closing-Projects	2,030.00	4,000.00	-1,970.00	50.8%
Legal and Closing	2,000.00	3,000.00	-1,000.00	66.7%
Marketing	1,000.00	6,500.00	-5,500.00	15.4%
Miscellaneous Expense	0.00	500.00	-500.00	0.0%
Office Expense	63.22	1,000.00	-936.78	6.3%
Postage	25.50	100.00	-74.50	25.5%
Professional Dues & Subscript.	2,637.50	9,000.00	-6,362.50	29.3%
Project Development	272,528.20	30,000.00	242,528.20	908.4%
THINC Contribution	25,000.00	25,000.00	0.00	100.0%
Travel	66.00	1,000.00	-934.00	6.6%
Workforce Development	0.00	3,000.00	-3,000.00	0.0%
Total Expense	330,419.62	170,100.00	160,319.62	194.3%
Net Income	-139,853.08	-50,100.00	-89,753.08	279.1%



**WEST POINT
DEVELOPMENT
AUTHORITY**

S. Meghan Duke
Economic Development Director
706.645.3518
Meghan.Duke@cityofwestpointga.com

Economic Development Director Report
Thursday, August 22, 2019

- Met with prospective company in automotive interiors. The company is in discussions to lease a portion of an existing building in the Northwest Harris Business Park.

Investment: \$2 Million machinery/equipment

Job creation: 30-40 full time jobs

Time: Expect to have lease signed in October 2019

- Met with Harris County Commission Chair Becky Langston, Commissioner Harry Lange, County Manager Randy Dowling, and Development Authority Chair Craig Ogletree to discuss economic development and Northwest Harris Business Park.

- Harris County has approved and began mulching 35 acres in the Northwest Harris Business Park. Should be completed in 60 days.

- Met with Tavaris Taylor in regards to Point University Homecoming events scheduled November 8.

- Attended ThINC. College and Career Academy Advisory Committee meeting.

- Attended Region 4 Economic Development Retreat.

- Presented Mobis MOU and Bond Resolution for approval.

West Point City Council: Work Session August 8, City Council Mtg August 12

Troup County Tax Assessor: August 13

Troup County Board of Education: Work Session August 12, Board Mtg August 15

Troup County BoC: Work Session Aug. 15, Commission Mtg August 20

- Attended US Department of Labor's Apprenticeship presentation.

- Arranged GA Department of Community Affairs Region 8 Representative Casey Beane meeting with Harris County to discuss OneGeorgia Equity Grant for Northwest Harris Business Park.

- Attended Georgia Economic Developers Association Board Meeting and August Luncheon.

- Participated/Presented on Panel – "A Community Approach to Talent Development – A Case Study of Troup County" at UGA Carl Vinson Institute of Government's Innovating Georgia's Workforce Pipeline Conference in Tifton, GA.

MORROW & NIX, LLC

ATTORNEYS-AT-LAW

1108 THIRD AVENUE

P. O. BOX 466

WEST POINT, GEORGIA 31833

monowandnix@knology.net

WILLIAM L. NIX*

*ALSO MEMBER ALABAMA BAR

W. HOWELL MORROW (1892-1966)

CHARLES A. NIX (1924-1997)

TELEPHONE: (706) 645-1381

FACSIMILE: (706) 643-4510

December 19, 2016

Mr. Steven Tramell
101 Highland Drive
West Point, Georgia 31833

Mr. Eric Blackman, Chairman
LaGrange - Troup County Chamber of Commerce, Inc.
111 Bull Street
LaGrange, Georgia 30241

Mr. Josh Moon, Chairman
West Point Development Authority
P. O. Box 350
West Point, Georgia 31833

Re: Memorandum of Understanding;
Lease/Sublease for 707 Third Avenue, West Point, Georgia 31833

Gentlemen:

This letter is written to you in my capacity as counsel for the West Point Development Authority ("WPDA") and is intended to serve as a non-binding Memorandum of Understanding ("MOU") regarding certain matters which have been discussed during the past several months by and among Mr. Tramell ("Tramell"), WPDA, and the LaGrange-Troup County Chamber of Commerce, Inc. ("LTCCOC") regarding the Premises located at 707 Third Avenue, West Point, Georgia 31833 (the "Premises").

Background

Tramell is the owner of the Premises and desires to lease a portion of the Premises to WPDA. If a lease for a portion of the Premises is entered into between Tramell and WPDA, then LTCCOC has indicated a desire to sublease said portion of the Premises from WPDA. The portion of the Premises to be leased/subleased is the front lobby, office and conference room of the Premises along with access to the common areas (collectively the "Leased/Subleased Premises"). Tramell presently has a tenant leasing the Leased/Subleased Premises, but said tenant has expressed a willingness to relocate to the rear portion of the Premises so that Tramell can lease the Leased/Subleased Premises to WPDA (who can then sublease to LTCCOC).

It is the intent of all parties to this MOU that LTCCOC will provide a staff person to be on site at the Leased/Subleased Premises in a part-time capacity to provide a presence for the WPDA and the LTCCOC to provide information to interested parties and to respond to inquiries about the City of West Point, Georgia, its environs and its resources. All parties agree that the arrangement contemplated herein will provide a benefit to the City of West Point and, consequently, to Troup County, Georgia.

However, WPDA cannot commit to lease the Leased/Subleased Premises absent the relocation of Tramell's present tenant and the commitment of the LTCCOC to sublease the Leased/Subleased Premises. LTCCOC cannot consider a sublease from WPDA until they have assurance that WPDA has a valid lease from Tramell. Tramell cannot lease the Leased/Subleased Premises to WPDA absent the relocation of the present tenant therein. The actions of all parties to this MOU are interdependent upon one another if the mutual objective is to be attained.

Understanding Among the Parties

In light of the foregoing facts, the parties hereto do hereby acknowledge and set forth their respective non-binding agreements to the following:

WPDA will lease the Leased/Subleased Premises from Tramell upon terms mutually agreed upon between the parties thereto.

Tramell will relocate his present tenant in the Leased/Subleased Premises to the rear of the Premises.

WPDA will sublease the Leased/Subleased Premises to LTCCOC upon terms mutually agreed upon between the parties thereto.

Tramell will consent to the sublease from WPDA to LTCCOC.

Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document. Each Party agrees to be bound by its facsimile or pdf signature.

(The remainder of this page intentionally blank. Signature page follows.)

December 19, 2016

Page 3

Non-binding Agreement

All parties understand and acknowledge that this document memorializes certain understandings and intents and is totally non-binding and does not constitute an enforceable contract.

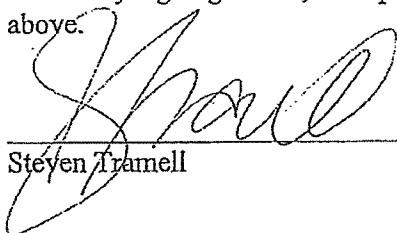
Yours very truly,

William L. Nix

WLN:sla

Acknowledgment

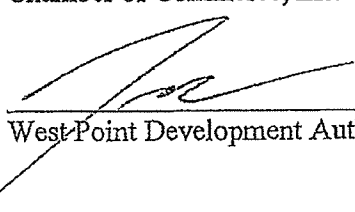
By signing below, each party acknowledges the accuracy of its understandings as set forth above.


Steven Tramell

1/5/2017
Date

LaGrange-Troup County
Chamber of Commerce, Inc.

Date


West Point Development Authority

1/6/2017
Date

STATE OF GEORGIA

COUNTY OF TROUP

COMMERCIAL LEASE AGREEMENT

This lease agreement is executed as of the 1st day of January, 2017, by and between TRAMELL PROPERTIES, LLC, a Georgia limited liability company ("Lessor"), whose address is 101 Highland Drive, West Point, Georgia 31833, and WEST POINT DEVELOPMENT AUTHORITY, a Georgia public body corporate and politic, ("Lessee"), whose address is P. O. Box 350, West Point, Georgia 31833.

WITNESSETH:

Article I
Demised Property

1.1 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property in West Point, Georgia, more particularly described in the Exhibit "A" attached hereto and made a part hereof (the "Property"). The Property consists of office space in a commercial retail/office building having the address of 707 Third Avenue, West Point, Georgia 31833. Lessee has inspected the Property and by the execution of this Lease accepts it in its present condition.

Article 2
Term

2.1. The term of this Lease shall begin on the January 1, 2017 and, unless terminated or extended, shall end at midnight on December 31, 2017 (the "Initial Term"). Lessee may extend the term for up to two (2) consecutive periods of one (1) year each ("Extended Terms"). The term shall automatically be renewed at the expiration of the Initial Term or for each Extended Term unless Lessee shall notify Lessor of its intention to terminate this Lease at least thirty (30) days prior to the expiration of the then existing term.

Article 3
Rent

3.1. Rent. Lessee shall pay the Rent to Lessor during the term of this Lease in the amounts and at the times prescribed below in lawful money of the United States of America at Lessor's address for notice hereunder or otherwise as Lessor may designate.

3.2. Utilities, Communications, Etc. Lessor will also pay all charges for utility (electricity, gas, water, sewer) services rendered or used on or about the Property during the term, before any interest or penalty may be added. Lessee will pay all charges for telephone, internet, and other communications services used on or about the Property during the term:

3.3. Rental Amount. Lessee covenants and agrees to pay Lessor, as rent for the Property during the Initial Term, the sum of Seven Hundred Fifty (\$750.00) Dollars (herein the "Rent"), per month, in advance, on the first business day of each month.

Article 4

Compliance with Requirements Including Environmental

4.1. Lessee will promptly procure, maintain and comply with all permits, licenses and other authorizations (if any) required for the use of the Property and for the lawful operation, maintenance, and use of the Property or any part thereof. Lessee will not do any act or thing which constitutes a public or private nuisance. In connection with its use of the Property, Lessee shall comply with all applicable governmental laws, rules and regulations, federal, state and local, including those relating to environmental matters.

Article 5

Covenant against Liens

5.1. Liens of Lessee. If because of any act or omission of Lessee, any mechanic's lien or other lien, charge, or order for the payment of money is filed against any portion of the Property, Lessee shall, at its expense, cause the lien or liens to be discharged of record or bonded within ninety (90) days after it receives written notice from Lessor of their filing, unless Lessee contests the validity of their filing.

5.2. Removal of Liens. If Lessee fails to cause the liens to be discharged of record or bonded within the required ninety (90) day period (unless it contests their validity as provided above) or to satisfy them within sixty (60) days after any final (nonappealable) judgment in favor of the lien holders, Lessor may cause the liens to be discharged. All payments by Lessor to have liens discharged shall constitute additional Rent payable to it by Lessee.

5.3. Liens of Lessor. If, because of any act or omission of Lessor, any lien, charge, or order for the payment of money is filed against the Property, Lessor shall, at its expense, cause the lien or liens to be discharged of record or bonded within ninety (90) days after it receives written notice from Lessee of their filing. In that event, Lessor shall indemnify and save harmless Lessee against and from all costs, liabilities, suits, penalties, claims, and demands. If Lessor fails to cause the liens to be discharged or bonded within the required ninety (90) day period, or if before that period expires Lessee's quiet enjoyment of the Property is affected or threatened as a result thereof, Lessee may cause the liens to be discharged. All payments by Lessee may be deducted from subsequent installments of rent payable under this Lease.

Article 6

Maintenance, Alterations, and Additions

6.1. Maintenance. Lessee shall keep the Property in good order and condition (except for ordinary wear and tear or damage caused by casualty or a Taking) and shall make all repairs

required under the provisions of Section 6.4., below, and shall maintain the Property in good order and condition. Lessor will not be liable for any labor, services, or materials furnished or to be furnished to Lessee, or to anyone holding the Property or any part thereof through or under Lessee. No mechanics' or other liens for any such labor or materials shall attach to or affect the interest of Lessor in and to the Property.

6.2. Alterations and additions. If there is no continuing Event of Default, Lessee may, with the prior consent of Lessor, make additions or improvements to or alterations of the Property. All maintenance and repair and each such addition, improvement, or alteration (1) must not, individually or in the aggregate, substantially lessen the fair market value of the Property or materially affect the Property's usefulness in Lessee's business, (ii) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all Legal Requirements (including without limitation, the Americans with Disabilities Act of 1990 ("ADA") and all regulations issued thereunder) and all insurance requirements, and (iii) shall become part of the Property and subject to this Lease.

6.3. Replacements. Lessee may install or place or reinstall or replace upon and, if there is no confirming Event of Default, remove from the Property any trade fixtures, signs, machinery, and equipment. Such trade fixtures, signs, machinery, and equipment shall not become the property of Lessor. However, replacements of Lessor's trade fixtures, machinery, and equipment shall be its property.

6.4. Repairs. Lessor will keep the roof, exterior walls, plumbing, the heating and cooling systems of the Property, and the common areas of the building used by the Lessee, in repair, provided that Lessee shall give Lessor written notice of the necessity for such repairs, and provided that the damage thereto shall not have been caused by the carelessness or negligence of Lessee, its agents, employees, or servants, in which event the Lessee shall be responsible therefor. Lessee will keep the interior walls and all other interior areas of the Property in good condition and repair.

Article 7 Indemnification

7.1. Lessee hereby indemnifies, and shall protect and hold Lessor harmless from and against all liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising, or alleged to arise, from or in connection with the following: (a) any injury to, or the death of, any person or loss or damage to property on or about the Property or any adjoining property arising from or connected with the Lessee's use of the Property during the term; and (b) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof by or at the request of Lessee. Lessee will resist and defend any action, suit or proceeding brought against Lessor by reason of any such occurrence by counsel designated by Lessee.

Article 8 Insurance

8.1. Insurance coverage. Lessee will maintain with insurers authorized to do business in the State of Georgia and which are well rated by any recognized national rating organization:

- (a) renter's insurance in an amount sufficient in Lessee's sole opinion to cover risk of loss of Lessee's property within the premises. Failure of Lessee to obtain, keep and maintain renters insurance shall not constitute a default under this Lease.
- (b) comprehensive general public liability insurance against claims for bodily injury, death, or property damage arising out of the use or occupancy of the Property by Lessee, in a combined single limit amount of not less than \$1,000,000.00.

8.2. Policy terms and conditions. All liability insurance policies that Lessee must maintain under this Article shall name it and Lessor as the insured parties, as their respective interests may appear. The policies may be carried under blanket policies maintained by Lessee if they comply with the provisions of this subsection.

8.3. Insurance certificate. Lessee shall deliver to Lessor, promptly after this Lease commences, insurers' certificates evidencing all insurance that Lessee must maintain under this Lease, and, within thirty (30) days before any such insurance expires, other certificates evidencing its renewal.

8.4. Casualty Insurance. Lessor agrees to keep the building of which the Property is a part insured against fire or other casualty in an amount equal to the full insurable value thereof. In the event the Property shall be damaged by fire, or other casualty, the Lessee shall give immediate notice thereof to the Lessor, and after such notice, an equitable reduction of rent shall be allowed by Lessee for the time such part or parts of the Property shall remain untenable or incapable of use and occupancy, and this Lease shall, unless notice is given as set forth below, continue in full force and effect, and the Lessor shall cause, at its own expense, with reasonable promptness, subject to force majeure and delays in making of insurance adjustments by Lessor, repair the premises. If the damage results from the act or omission of Lessee or Lessee's agents, employees or invitees, Lessee shall not be entitled to any abatement or reduction of rent. In the event the Leased Premises or the building shall before or after the commencement of the term, be so damaged that the Lessor shall decide not to repair the same, or if the Lessor shall decide to demolish or rebuild either the Property or the building, for any reason whatsoever, upon notice to Lessee, the term of this lease shall cease and terminate effective as of the time of the damage, and the accrued rent, if any, shall be paid up to the time of the damage. All proceeds of insurance payable as a result of fire or other casualty shall be the sole property of the Lessor. Lessor agrees that if the repairs provided for herein cannot be made within sixty (60) days from the date of the casualty, subject to force majeure, then in such event, Lessee shall have the right, after said sixty (60) day period but prior to substantial completion, to terminate this Lease. For and on behalf of its insurers, Lessor waives subrogation against Lessee.

Article 9
Condemnation and Casualty

9.1. Condemnation or Insurance Awards. Lessee hereby assigns to Lessor any award or payment on account of any damage, destruction, or taking which is payable in connection with the Property. However, Lessee shall be entitled to that portion of the net award representing payment for its leasehold interest, trade fixtures, moving expenses, business interruption, or loss of profits. All amounts paid pursuant to an agreement with a condemning authority in connection with any taking shall be deemed to constitute an award on account of such taking. Lessee agrees that this Lease shall control the rights of both parties in any such award, and any contrary provision of any present or future law is hereby waived.

9.2. Notice. If there is any damage to or destruction of the Property or if any proceedings or negotiations are instituted which do or may result in a taking, each party will promptly give notice thereof to the other, describing its nature and extent.

Article 10
Use, Operation of Business

10.1. Use. Lessee shall use the Property only for the office/business operations of a public development authority (which may include the provision of public/municipal/civic information working with other public entities or private non-profit entities) and for no other purpose without Lessor's prior written consent. However, with the prior consent of Lessor, which consent shall not be unreasonably withheld, Lessee may use the property for any legally permissible use which proves to be economically feasible.

Article 11
Assignment, Subletting

11.1. Assignment and Sublease. Lessee may not mortgage, pledge, or otherwise encumber its interest in this Lease or in any sublease of the Property. Lessee may assign this Lease or sublet the Property to any person whose business is to operate or maintain a public or governmental entity or charitable purpose, provided that the sublease or assignment is expressly subject to the provisions of this Lease, and that the sublease or assignment does not affect or reduce Lessee's obligations hereunder, which shall continue in full effect as the obligations of a principal and not as a guarantor or surety, to the same extent as though no assignment or sublease had been made. Notwithstanding anything contained in this provision to the contrary, it is contemplated that the Lessee may enter into a sublease with the LaGrange-Troup County Chamber of Commerce and/or the Downtown West Point Development Authority upon terms acceptable to those parties and by the execution of this lease Lessor consents to such specific sublease(s).

11.2. Performance. Any act required to be performed by Lessee under this Lease may be performed by its sublessees or assignees. Their performance shall be deemed to be that of Lessee and shall be acceptable as its act by Lessor.

Article 12
Right to Cure Defaults

12.1. Lessor Defaults. If Lessor fails to pay any liens or encumbrances affecting the Property and to which this Lease may be subordinate when any of them become due or otherwise fails to perform any of its covenants or agreements under this Lease, and the failure or default continues for thirty (30) days after Lessee gives notice to Lessor (notwithstanding any delay or forbearance in giving notice), Lessee may pay the lien or encumbrance and cure the default. Lessee may further make all necessary payments in connection therewith, including, but not limited to, the payment of reasonable attorney's fees, costs, and charges of or in connection with any pending legal action. Lessor shall immediately pay Lessee all amounts paid by Lessee, including interest thereon at the maximum legal rate, or, if no such rate is established, at Twelve (12%) percent per annum. All sums charged to Lessor by Lessee hereunder shall be Lessor's indebtedness to Lessee, payable on demand. If all Lessor's indebtedness is not fully paid within thirty (30) days after demand, Lessee may (i) deduct such amount from rent subsequently becoming due hereunder, (ii) terminate this Lease by giving thirty (30) days' notice to Lessor (unless Lessor cures the default), or (iii) extend this Lease on the same covenants and conditions as herein provided until the indebtedness is fully paid by application to rents.

12.2. Lessee Defaults. If Lessee fails to make or perform any required payment or act, Lessor may do so for Lessee's account. Lessee shall pay to Lessor on demand all amounts so paid by Lessor and all incidental costs and expenses (including attorney's fees and expenses) incurred in connection with the payment or performance, including interest thereon at the maximum legal rate, or, if no such rate is established, at twelve (12%) percent per annum from the date the payment is made or the costs and expenses are incurred.

Article 13
Subordination and Nondisturbance

13.1. This Lease and all rights of Lessee hereunder are and shall be subject and subordinate to the lien of any and all mortgages, deeds of trust, security deeds, or consolidated forms of any of the foregoing, which may now or hereafter affect the Property, or any part thereof, and to all, renewals, modifications, consolidations, replacements, and extensions thereof, subject to the following conditions. Any security deed, deed of trust or mortgage placed upon the Property shall provide that so long as there is not outstanding a continuing event of default by Lessee in any term, condition, covenant, or agreement of this Lease the leasehold estate of Lessee created hereby and Lessee's peaceful and quiet possession of the Property shall be undisturbed by any foreclosure of the mortgage.

Article 14
Lessee's Trade Fixtures and Equipment

14.1. All trade fixtures, signs, equipment, furniture, or other personal property of whatever kind and nature kept or installed on the Property by Lessee shall not become the property

of Lessor or a part of the realty no matter how affixed to the Property and may be removed by Lessee at any time and from time to time during the entire term of this Lease.

Article 15

Surrender

15.1. Upon the expiration or earlier termination of this Lease, Lessee shall surrender the Property to Lessor in good order and condition, except for ordinary wear and tear, and the results of any damage, destruction, or taking. Lessee shall remove from the Property on or prior to the expiration or earlier termination all of its property situated thereon and shall repair any damage caused by the removal. Property not so removed shall become the property of Lessor.

Article 16

Memorandum of Lease

16.1. Recordable Form. The parties will, if requested by either of them, simultaneously with the execution of this Lease, execute counterparts of an instrument, in recordable form, which, when completed to include a description of the Property and the Commencement Date and Termination Date of this Lease, will constitute a memorandum of lease. Lessor authorizes and appoints Lessee as its attorney-in-fact to complete the document when the omitted data is available and thereupon to record it.

Article 17

Events of Default, Remedies

17.1. Default. Any of the following occurrences, conditions, or acts shall constitute an "Event of Default" under this Lease:

- (a) if Lessee:
 - (i) defaults in making payment when due of any Rent, and the default continues for thirty (30) days after Lessor gives written notice to Lessee specifying the default and demanding that it be cured, or
 - (ii) defaults in the observance or performance of any other provision of this Lease, and the default continues for sixty (60) days after Lessor gives written notice to Lessee specifying the default and demanding that it be cured. However, if the default cannot be cured by the payment of money and cannot with due diligence be wholly cured during the sixty (60) day period, Lessee may have any longer period than is necessary to cure the default, so long as Lessee proceeds promptly to cure it within that period, prosecutes the cure to completion with due diligence, and advises Lessor from time to time, upon Lessor's request, of the actions that Lessee is taking and the progress being made;

- (b) if the Property is abandoned by Lessee for a period of forty-five (45) consecutive days;
- (c) if Lessee or the Guarantor files a petition in bankruptcy, for reorganization, or for an arrangement under the Bankruptcy law or any similar federal or state law, is adjudicated a bankrupt or becomes insolvent, is unable to meet Lessee's obligations as they become due, or takes any corporate action in furtherance of any of the foregoing;
- (d) if a petition or answer is filed proposing the adjudication of Lessee or a Guarantor, if any, as a bankrupt or the reorganization of Lessee or the Guarantor under the Bankruptcy law or any similar federal or state law, and
 - i. Lessee or the Guarantor consents to the filing thereof, or (ii) the petition or answer is not discharged or denied within sixty (60) days after its filing;
- (e) if a receiver, trustee, or liquidator (or other similar official) of Lessee or a Guarantor, of all or substantially all of their respective businesses or assets, or of the estate or interest of Lessee in the Property is appointed and is not discharged within sixty (60) days thereafter or if Lessee or the Guarantor consents to or acquiesces in the appointment; or
- (f) if Lessee's estate or interest in the Property is levied upon or attached in any proceeding and the process is not vacated or discharged within sixty (60) days after the levy or attachment.
- (g) Notwithstanding the provisions of subparagraphs (c), (d), and (e) above, if at any time during the term of this lease, proceedings in bankruptcy, insolvency, or similar proceedings are instituted by or against Lessee, whether or not they result in an adjudication against Lessee, or if a receiver of Lessee's business or assets is appointed, the proceedings or adjudications shall not affect the validity of this lease so long as rent and additional rent reserved under it continues to be paid to Lessor and Lessee performs all its other terms, covenants, and conditions under this lease. In that event, this lease shall continue to remain in full force and in accordance with its terms.

17.2. Remedies. If there is any default under the above Section 17.1, the following shall occur: (a) the rent shall immediately become due and be paid up to the time of reentry, expiration, and/or dispossession; (b) Lessor may relet the Property or any part or parts of it, either in Lessor's name or otherwise, for a term or terms which may, at Lessor's option, be less than or exceed the then remaining term of this lease; and (c) Lessee shall also pay to Lessor, as liquidated damages for Lessee's failure to observe and perform its covenants under this lease, any deficiency between the Rent hereby reserved and/or agreed to be paid and the net amount, if any, of the rents collected

on account of the Property's lease or leases for each month which would otherwise have constituted the balance of the term of this Lease. However, any such deficiency shall be paid as the Rent becomes due and payable in monthly installments. In computing the liquidated damages, there shall be added to the deficiency all reasonable expenses that Lessor may incur in connection with reletting, such as brokerage and preparation for reletting. Lessee shall pay any such liquidated damages in monthly installments on the Rent Payment Dates specified in the lease. Any suit brought to collect the deficiency for any month shall not prejudice in any way Lessor's rights to collect the deficiency for any subsequent month by a similar proceeding. Lessor may make all alterations, repairs, replacements, and decorations in the Property that it in its sole judgment, considers advisable and necessary for the purpose of reletting the premises. Such action by Lessor shall not operate or be construed to release Lessee from its liability under this lease. Lessor shall use its best effort to mitigate all damages and to relet the Property if there is any Event of Default by Lessee.

Article 18 Notices

18.1. All notices, demands, requests, consents, approvals, offers, statements, and other instruments or communications required or permitted to be given hereunder shall be in writing and be deemed to have been given when delivered, or when mailed by first class registered or certified mail, postage prepaid, addressed, (a) if to Lessee, at its address set forth above, or at any other address that Lessee or any Guarantor may furnish in writing to Lessor, or (b) if to Lessor, at the address set forth above.

Article 19 Amendments

19.1. This Lease may not be amended, modified, or terminated, nor may any obligation under it be waived orally. No amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Article 20 Common Areas

20.1. Lessee shall have the right to nonexclusive use, in common with others of, all hallways, lobbies, restrooms, automobile parking areas, driveways, footways, and any other facilities as may be constructed and designated, from time to time, by Lessor for use by tenants of the building, all to be subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Lessor.

Article 21
Real Property Taxes

21.1. Lessor shall pay all real estate taxes and/or assessments due and payable with respect to the building and Property for each calendar year during the term of this Lease or any renewals hereof.

Article 22
Miscellaneous

22.1. Severability. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

22.2. Binding effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

22.3. Quiet Enjoyment. Upon due performance by Lessee of its covenants and agreements under this Lease, Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold, and enjoy the Property during the Lease term. If this covenant of quiet enjoyment is breached and Lessee is made a party to any legal proceedings affecting its right of possession, Lessor shall reimburse Lessee for all reasonable attorneys' fees or other expenses incurred by it in defending its right to this Lease. Lessee may apply all such expenses to rent due or to become due.

22.4. Headings. The Article and Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Lease.

22.5. Counterparts. This Lease will be simultaneously executed in two or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument. Each Party agrees to be bound by its facsimile or pdf signature.

22.6. Governing law. This Lease shall be construed in accordance with and governed by the laws of the State of Georgia and, in the event of any controversy or dispute regarding the interpretation or enforcement of the Lease or any provision hereof, the parties agree that the Superior Court of Troup County, Georgia shall have exclusive jurisdiction and that venue shall be proper in said court.

22.7. Relationship of parties. Lessor and Lessee shall not be considered or deemed to be joint venturers or partners and neither shall have the power to bind or obligate the other except as set forth herein.

22.8. Default of Lessor's Trustee. If Lessee is unable to use the Property for the use intended because Lessor is involved in a bankruptcy or insolvency proceeding and Lessor's Trustee fails to perform any of Lessor's obligations under this Lease, Lessee may terminate the Lease.

22.9. Construction. All terms used in this Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Lease or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

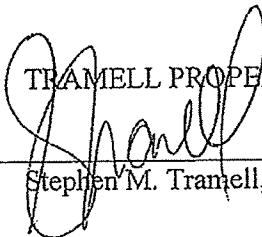
22.12. Modification. No changes, additions, or interlineations made to this Lease shall be binding unless initialed by both parties.

22.13. Non-waiver. No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

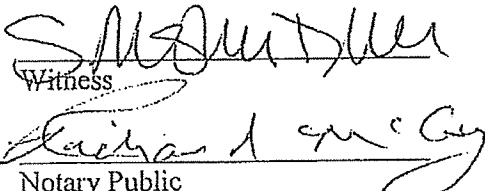
22.14. Time of essence. Time is expressly declared to be of the essence of this Lease.

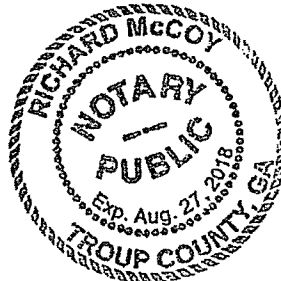
22.15. Entire Agreement. This Lease supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their officers duly authorized in the premises as of the day and year first above written.

By:  TRAMELL PROPERTIES, LLC
Stephen M. Tramell, CEO

Signed, sealed and delivered by
Stephen M. Tramell as CEO/Member
of Tramell Properties, LLC
in the presence of:


Witness
Richard McCoy
Notary Public
My Commission Expires:



(The remainder of this page intentionally blank. Additional signature page follows)

WEST POINT DEVELOPMENT AUTHORITY

By: _____

Josh Moon, Chairman

Signed, sealed and delivered by
Josh Moon as Chairman of
West Point Development Authority
in the presence of:

S. Morgan Duke
Witness

Yvonne W. Reed
Notary Public
Commission Expires: 7/27/18

